

**SHENANGO TOWNSHIP  
LAWRENCE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1 of 2019**

**AN ORDINANCE AUTHORIZING AND ADOPTING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE TOWNSHIP AND SOUTH NEW CASTLE BOROUGH FOR POLICE SERVICES PROVIDED BY THE TOWNSHIP TO SOUTH NEW CASTLE BOROUGH.**

WHEREAS, South New Castle Borough (Borough) desires police services within its territorial limits, and

WHEREAS, Shenango Township (Township) desires to provide Borough with such services, and,

WHEREAS, the laws of the Commonwealth of Pennsylvania authorize the Township and the Borough to enter into an intergovernmental cooperation agreements for the provision of police services through 8 Pa. C.S. 1202(24) of the Borough Code, 53 P.S. § 66904 of the Second Class Township Code, the Municipal Police Jurisdiction Act, 42 Pa.C.S.A. § 8953, et seq., as may be amended, (relating to statewide municipal police jurisdiction) and the Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2301, et. seq., as may be amended.

**NOW, THEREFORE**, be it ordained by the Board of Supervisors of Shenango Township, Lawrence County Pennsylvania, as follows:

1. The Intergovernmental Cooperation Agreement for Police Services (Agreement) as attached to this Ordinance is hereby adopted and incorporated into this Ordinance. The Agreement sets forth the following: (1) the applicable statutory authority for its enactment, (2) the consideration to be paid under the Agreement, (3) the term of the Agreement (ninety (90) days), renewal by resolution, (4) the services to be provided under the Agreement, (5) the terms of supervision and employment, (6) fines and penalties issued under the Agreement, (7) insurance coverage for the services provided, (8) the effect of default, (9) termination of the Agreement, (10) manner of providing notice under the Agreement, and (11) the manner of enactment.
2. Any ordinances or portions thereof that conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.
3. If any provision of this Ordinance is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Ordinance to the extent that the remaining provisions are severable.
4. The Agreement shall be renewed upon adoption of a resolution by both Shenango Township and South New Castle Borough.

5. This Ordinance shall become effective immediately upon being duly adopted.

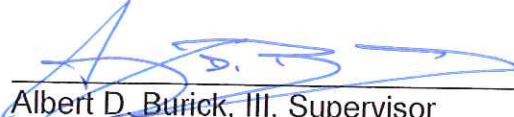
ENACTED AND ADOPTED THIS 13<sup>th</sup> DAY OF JUNE, 2019.

ATTEST:

**SHENANGO TOWNSHIP SUPERVISORS**

  
By: Albert D. Burick, III, Secretary

  
Frank R. Augustine, Chairman

  
Albert D. Burick, III, Supervisor

  
Brandon Rishel, Supervisor

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT, made this 13<sup>th</sup> day of June, 2019, by and between

the TOWNSHIP OF SHENANGO, Lawrence County, Pennsylvania, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 1000 Willowbrook Road, New Castle, PA, 16101, (hereinafter referred to as the "TOWNSHIP"),

**AND**

SOUTH NEW CASTLE BOROUGH, Lawrence County, Pennsylvania, a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 2411 Adella Street, New Castle, PA 16102 (hereinafter referred to as the "BOROUGH").

**WITNESSETH**

WHEREAS, the TOWNSHIP has offered to provide police services to the BOROUGH upon the terms and conditions contained herein (the "Agreement").

**NOW, THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

1. **STATUTORY AUTHORITY.** This Agreement is entered into by the parties hereto, pursuant to 8 Pa. C.S. § 1202(24) of the Borough Code and 53 P.S. § 66904 of the Second Class Township Code; the Municipal Police Jurisdiction Act, 42 Pa.C.S.A. 8953, et. seq., as may be amended; and the Intergovernmental Cooperation Act, 53 Pa.C.S.A. 2301, et. seq., as may be amended; and such other acts of the Commonwealth having application. By way of explanation and not limitation, officers

appointed by Shenango Township shall have police powers, arrest power, jurisdiction and authority to provide the necessary police services within the territorial limits of the BOROUGH and such services shall be deemed to have been requested to aid and assist the BOROUGH as provided for in this Agreement.

**2. CONSIDERATION.** The BOROUGH shall pay the TOWNSHIP for services received at an hourly rate of sixty-two dollars (\$62.00) per hour for all hours of service provided by the TOWNSHIP.

**3. TERM.** This Agreement shall be for a term of ninety (90) days unless otherwise terminated sooner as provided in this Agreement. The effective dates shall be the date it is duly authorized and executed by the parties. After or prior to expiration of the ninety (90) day term, the parties may agree by resolution to renew this Agreement for another term, or for a longer period if the parties so desire.

The TOWNSHIP shall invoice the BOROUGH on a monthly basis and the BOROUGH shall tender payment to the TOWNSHIP within thirty (30) days of the next BOROUGH meeting.

The parties recognize that it may be necessary for a TOWNSHIP Police Officer to be involved in an investigation, arrest or other matter on behalf of the BOROUGH (i) after the term of this Agreement or renewal has expired, or (ii) after exhaustion of the maximum amount allocated by the TOWNSHIP for services under this agreement.

**4. SERVICES.** The BOROUGH acknowledges and understands that the services to be provided by the TOWNSHIP pursuant to this Agreement shall be on a per-call basis, in response to emergency calls received, depending upon the

equipment, manpower and allocation of resources by the TOWNSHIP. It is agreed that no full time officers will be provided, nor will the TOWNSHIP police conduct regular patrols in the BOROUGH. It is agreed that the TOWNSHIP Officer in Charge and a representative of the BOROUGH shall work cooperatively, and meet as necessary, to discuss and review the provision of police services to be provided pursuant to this Agreement as well as any questions or issues relating to fees or billing for services provided. However, the TOWNSHIP at all times shall have total discretion and the final decision regarding the number of officers to be assigned to provide services under this Agreement.

It is understood that this Agreement does not create any third party rights or causes of action against either the TOWNSHIP or the BOROUGH, or their employees or agents, or the TOWNSHIP'S Police Department.

5. **SUPERVISION/EMPLOYMENT.** The police department of the TOWNSHIP shall remain at all times under the sole discretion of the TOWNSHIP, its Officer in Charge, and Administration. In addition, any and all TOWNSHIP police officers performing services associated with this Agreement will at all times remain and be considered employees of the TOWNSHIP (and they will not be considered employees of the BOROUGH); as such, the TOWNSHIP will be fully responsible for workers' compensation insurance and all other employment related expenses and benefits for its police officers, including, without limitation, social security taxes/contributions, unemployment insurance, health insurance, pensions, etc. The BOROUGH shall only be responsible for payment of the applicable contractual fees associated with the supplemental police services provided by the TOWNSHIP,

according to the terms of this Agreement,

6. **FINES AND PENALTIES.** The BOROUGH shall be entitled to all fines and penalties or portions thereof, as provided by law, for all convictions based on crimes committed within the BOROUGH, However, the TOWNSHIP shall be entitled to prompt reimbursement for any costs incurred by the TOWNSHIP beyond the payments contemplated under this Agreement if said costs are incurred in connection with enforcement of any such fines or penalties.

7. **INSURANCE.** The TOWNSHIP represents and warrants to the BOROUGH that it carries a law enforcement liability policy covering its police force in the amount of \_\_\_\_\_ Million (\$ \_\_,000,000.00) Dollars, which shall remain in full force and effect during the term of this Agreement and any renewal thereof. The TOWNSHIP will also obtain an endorsement to its law enforcement liability policy stating that the BOROUGH is added as an additional insured with respect to liability arising out of activities specifically pertaining to the TOWNSHIP Police Department's law enforcement services.

8. **DEFAULT.** If either party shall fail to perform or comply with any of the conditions of this Agreement and if the non-performance shall continue for a period of five (5) days after notice thereof by either party, and in the absence of the parties' reasonable attempt to correct said default, the same shall constitute a default or breach of this Agreement and either party may terminate this Agreement as provided herein.

9. **TERMINATION.** Either party may terminate this Agreement, for any reason, with or without cause, by providing thirty (30) days prior written notice to the other party.

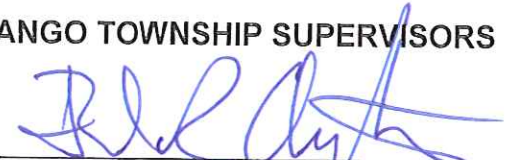
10. **NOTICES.** Any written notices pertaining to this Agreement shall be sent by certified mail to the Secretary of the TOWNSHIP, if directed to the TOWNSHIP, and to the Secretary of the BOROUGH, if directed to the BOROUGH.


11. **ORDINANCE.** The TOWNSHIP represents and warrants that this Agreement is adopted by the Shenango Township Board of Supervisors by Ordinance No. 1 of 2019 adopted the 13<sup>th</sup> day of June, 2019, and the BOROUGH represents and warrants that this Agreement is adopted by the BOROUGH Council by Ordinance No. 1 of 2019, adopted the 6<sup>th</sup> day of June, 2019.

**ATTEST:**

  
By: Albert D. Burick, III, Secretary

**SHENANGO TOWNSHIP SUPERVISORS**

  
Frank R. Augustine, Chairman

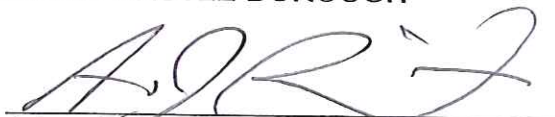
  
Albert D. Burick, III, Supervisor

  
Brandon Rishel, Supervisor

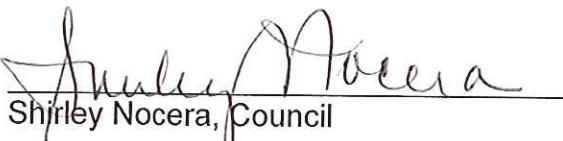
**ATTEST:**

  
By: Dorothy Kline, Secretary

**SOUTH NEW CASTLE BOROUGH**

  
Adam Reiter, Mayor

  
Ben Dottle, Council President

  
Shirley Nocera, Council

*John Wilmes*  
John Wilmes, Council