

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUTLER
BOROUGH OF SEVEN FIELDS
ORDINANCE NO. 44

**AN ORDINANCE ADOPTING THE TERMS AND CONDITIONS OF THE
AGREEMENT BETWEEN THE BOROUGH OF SEVEN FIELDS AND
CRANBERRY TOWNSHIP FOR THE PROVISION OF POLICE SERVICES TO
THE BOROUGH OF SEVEN FIELDS.**

The Borough Council of the Borough of Seven Fields, County of Butler, and Commonwealth of Pennsylvania, does ordain as follows:

SECTION 1: Pursuant to the Intergovernmental Cooperation Act, No. 180, 53 P.S. Section 481 et seq., the terms and conditions of the Agreement between the Borough of Seven Fields and Cranberry Township for police protection dated the 28th day of July, 2003, and attached hereto and made a part hereof, are hereby adopted.

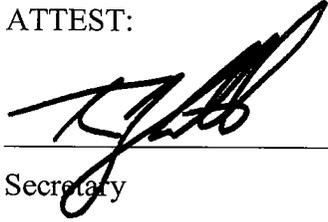
SECTION 2: The Agreement between the Borough of Seven Fields and Cranberry Township for police protection shall become effective the date specified in said agreement and when adopted by ordinance validly enacted by the Borough of Seven Fields and Cranberry Township.

SECTION 3: The provisions of this ordinance shall be severable. If a final decision of a Court of Competent Jurisdiction shall hold any provisions of this ordinance, or the application thereof to any circumstances, to be illegal or unconstitutional, all other provision of the ordinance and its application shall remain in full force and effect. It is hereby declared by legislative intent that this ordinance would have been enacted had such unconstitutional, invalid, or illegal portion not been included.

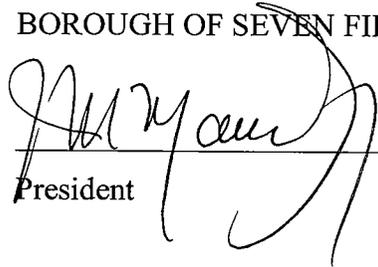
Passed by the Borough Council of the Borough of Seven Fields on

July 28, 2003.

ATTEST:


Secretary

BOROUGH OF SEVEN FIELDS


President

(seal)

Approved July 29, 2003


Mayor

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUTLER

BOROUGH OF SEVEN FIELDS

ORDINANCE NO. 44

AN ORDINANCE ADOPTING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE BOROUGH OF SEVEN FIELDS AND CRANBERRY TOWNSHIP FOR THE PROVISION OF POLICE SERVICES TO THE BOROUGH OF SEVEN FIELDS.

The Borough Council of the Borough of Seven Fields, County of Butler, and Commonwealth of Pennsylvania, does ordain as follows:

SECTION 1: Pursuant to the Intergovernmental Cooperation Act, No. 180,53 P.S. Section 481 et seq., the terms and conditions of the Agreement between the Borough of Seven Fields and Cranberry Township for police protection dated the 20th day of December, 1993, and attached hereto and made a part hereof, are hereby adopted.

SECTION 2: The Agreement between the Borough of Seven Fields and Cranberry Township for police protection shall become effective the date specified in said agreement and when adopted by ordinance validly enacted by the Borough of Seven Fields and Cranberry Township.

SECTION 3: The provisions of this ordinance shall be severable. If a final decision of a Court of Competent Jurisdiction shall hold any provisions of this ordinance, or the application thereof to any circumstances, to be illegal or unconstitutional, all other provisions of the ordinance and its application shall remain in full force and

effect. It is hereby declared by legislative intent that this ordinance would have been enacted had such unconstitutional, invalid, or illegal portion not been included.

Passed by the Borough Council of the Borough Seven Fields on January 3, 1994.

ATTEST:

BOROUGH OF SEVEN FIELDS

Christine R. Clutter
Secretary

R. Michael Eaves
President

(seal)

Approved

1/3/94

Elizabeth O. Brugnone
Mayor

AGREEMENT

This Agreement, made this 20th day of December, 1993, by and between The Borough of Seven Fields, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Seven Fields,"

A
N
D

The Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Cranberry,"

RECITALS:

WHEREAS, Cranberry and Seven Fields are contiguous municipalities duly established and incorporated under various statutes; and

WHEREAS, Cranberry maintains a full-time police department, the individual members of which have received all of the requisite training, as required by statute, and possess the appropriate certifications; and

WHEREAS, Seven Fields currently does not maintain its own police department, but has contracted with Cranberry, per Agreement of November 24, 1992, for the providing by Cranberry of police services to its residents and citizens for calendar year 1993; and

WHEREAS, Seven Fields is desirous of continuing to obtain police services from Cranberry; and

WHEREAS, Cranberry is desirous of continuing to provide police services to Seven Fields; and

WHEREAS, cooperation among contiguous municipalities is a proper exercise of municipal governmental powers and duties under and pursuant to an Act Relating to Intergovernmental Cooperation, 53 P.S. Section 481 et seq. (Act No. 180, July 12, 1972) and will permit the providing of police services to be made in the most cost effective way possible.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, Seven Fields and Cranberry agree as follows:

1. This Agreement is being entered into pursuant to the authority granted to Seven Fields and Cranberry by the aforementioned Act Relating to Intergovernmental Cooperation, 53 P.S. Section 481, et seq. (Act No. 180, July 12, 1972).

2. From and after January 1, 1994, and until December 31, 1995, Cranberry will provide to Seven Fields, subject to the provisions set forth herein, the following police services via Cranberry's existing Police Department to-wit:

A. Regular vehicular patrols in and through the Borough limits. The frequency of such patrols shall be determined by need and by the amount of calls and complaints received, but shall be similar to that provided by the Cranberry Police Department within Cranberry's geographic boundaries.

B. Police investigation of all complaints received and the processing of such complaints as may be required under the

General Orders and Policy Manual of the Cranberry Police Department, the Motor Vehicle Code, Pennsylvania Crimes Code, and Pennsylvania Rules of Criminal Procedure.

C. The Cranberry Police Department will periodically conduct speed checks on streets within Seven Fields in the same manner as such are provided in Cranberry. The exact streets upon which the speed checks are to be conducted are to be specified by the Seven Fields Borough Council. Timing and frequency of such speed checks shall be within the discretion of the Cranberry Police Department.

D. The Cranberry Police Department will enforce all ordinances of the Borough of Seven Fields which require police involvement. All fines assessed against persons or entities guilty of unlawful behavior within the Borough of Seven Fields shall be payable to Seven Fields and shall remain its property.

E. Random weighing of trucks will be performed in Seven Fields in a manner and frequency similar to that performed in Cranberry.

F. All other programs and services provided by the Cranberry Police Department to Cranberry shall be provided to Seven Fields in a manner and frequency similar to that provided in Cranberry.

3. For the purposes of determining law enforcement jurisdiction, it is expressly declared by the governing bodies of the respective municipalities that the Borough of Seven Fields is to be included in and become part of the primary jurisdiction of

the Cranberry Police Department. All officers of the Cranberry Police Department, including its Chief of Police, shall be deemed to be police officers of the Borough of Seven Fields and shall be deemed to be deputized as such by the approval of this Agreement. Police services performed pursuant to this Agreement shall be deemed to be for public and governmental purposes with any and all immunities thereunto appertaining.

4. The Seven Fields Borough Council shall appoint a committee of council members to meet regularly with Cranberry officials to discuss matters relating to the police services performed under this Agreement. Seven Fields Borough Council shall also identify one contact person for day-to-day administrative matters of this Agreement.

5. Cranberry officials will annually provide Seven Fields officials with a detailed police budget and expenditure record, on or before October 1, for the current budget year.

6. Seven Fields, in consideration of the aforementioned services provided by Cranberry, hereby agrees to pay unto Cranberry: Forty-Two Thousand (\$42,000.00) Dollars for the aforementioned police services in calendar year 1994 and, also, Forty-Four Thousand One Hundred (\$44,100.00) Dollars for the aforementioned police services in calendar year 1995, subject, however, to the provisions of paragraph 17 hereof relating to the potential adjustment of such fee for calendar year 1995.

7. For 1994 Seven Fields shall pay to Cranberry, in advance, the amount of \$3,500.00 monthly, by the 15th of each month

(for services to be rendered the following month), for these police services, with the initial payment of \$3,500.00 (for January, 1994) to be paid on or before January 5, 1994. For 1995 a similar payment schedule shall be adhered to with the monthly amounts adjusted to reflect one-twelfth (1/12) of the total yearly fee for 1995. Seven Fields has previously agreed, per the Agreement of November 24, 1992, to properly transfer to Cranberry its current police patrol vehicle and all of its police department's associated support equipment, including but not limited to radio equipment, within thirty (30) days of the Agreement of November 24, 1992. Seven Fields was unable, due to circumstances beyond its control, to transfer to Cranberry all such equipment, but agrees that if such equipment becomes available to it, it shall immediately transfer same to Cranberry.

8. All police services hereunder shall be performed by existing police personnel of the Cranberry Police Department and such personnel will be covered by the appropriate insurances, said insurances to include but not be limited to, liability insurance, workmen's compensation, and other policies then in effect by Cranberry. Cranberry further agrees to be responsible for the payment of all wages, benefits, pension funds and other forms of compensation to its police personnel.

9. Cranberry hereby agrees to indemnify and hold harmless Seven Fields from any and all claims, demands, costs, payments, lawsuits, damages and actions by any nature whatsoever resulting from the Cranberry Police Department activities conducted

under the terms of this Agreement. Seven Fields hereby agrees to cooperate fully with Cranberry in the defense of any such claims, demands, lawsuits, and actions.

10. The parties hereto, recognizing various fiscal and related concerns, declare that this Agreement shall remain in full force and effect for the period January 1, 1994 through December 31, 1995. If the parties desire to mutually continue the services provided hereunder beyond December 31, 1995, such shall be the subject of a new Agreement to be negotiated to the mutual consent of the parties.

11. All police records, personnel files, financial records, and all other documents and records relating to the police services performed hereunder shall be and remain the property of Cranberry and shall be maintained in a secure manner in the Cranberry Township Municipal Center.

12. All funds or grants, if any, available to or received by Seven Fields from the County of Butler or the Commonwealth of Pennsylvania for police services or as police funds shall be and remain the property of Seven Fields.

13. If a final decision of a court of competent jurisdiction holds any provision of this Agreement, or the application of any provision to any circumstances, to be illegal or unconstitutional, the other provisions of this Agreement, or the application of such provision to other circumstances, shall remain in full force and effect. The intention of the parties is that the provisions of this Agreement shall be severable and that this

Agreement would have been adopted if any such illegal or unconstitutional provisions had not been included.

14. This Agreement shall not take effect prior to its adoption by ordinance of its terms by both the Seven Fields Borough Council and the Board of Supervisors of Cranberry Township. After such adoption, this Agreement shall be binding upon both Seven Fields and Cranberry and the covenants hereof may be enforced by either appropriate legal remedy.

15. Any modifications or amendments to this Agreement shall be in writing and similarly authorized by ordinance of the parties' respective governing bodies.

16. Seven Fields hereby agrees to indemnify Cranberry and hold it harmless from any and all claims, demands, actions, and lawsuits, including but limited to any action or suit brought by David Wharton alleging any violation by Cranberry of any labor laws or any other statutory or common law violation of any sort or nature, as well as any damages, payments, or attorneys' fees or court costs that may arise as a result of any such claim, demand, action, or lawsuit, regardless of the merit or success or failure of such claim, demand, action or lawsuit.

17. As of August 31, 1994, the parties shall review the calls and complaints received as of that date by the Cranberry Township Police Department originating from the geographic boundaries of the Borough of Seven Fields and annualize them to estimate the total such calls and complaints for calendar year 1994. If such annualized total for 1994 exceeds such total calls

and complaints for calendar year 1993, the fee paid to Cranberry for such services rendered in 1995 shall be adjusted according to the following schedule:

<u>Percentage increase in calls between 1993 and 1994 (annualized)</u>	<u>Total Fee to be paid to Cranberry by Seven Fields for police services in calendar year 1995</u>
1% - 12.5%	\$44,520.00
12.6% - 25%	44,940.00
25.1% - 37.6%	45,360.00
37.7% - 50.2%	45,780.00
50.3% - 62.8%	46,200.00
62.9% - 75.4%	46,620.00
75.5% - 88%	47,040.00
88% - 100%	47,460.00

In no event shall the fee to be paid by Seven Fields to Cranberry for such services for calendar year 1995 exceed \$47,460.00.

INTENDING to be legally bound hereby, witness our hands and seals the day and year first above written.

ATTEST:

J. J. Anderson
Secretary

CRANBERRY TOWNSHIP

By: *Bob [Signature]*
Chairman, Board of Supervisors

ATTEST:

Christine R. [Signature]
Secretary

SEVEN FIELDS BOROUGH

By: *Frank [Signature]*
Borough Council President

Mayor