

Borough of Seven Fields Ordinance #65

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, Butler County, Pennsylvania, does hereby ordain as follows:

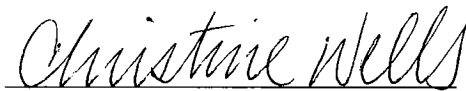
SECTION 1: Pursuant to an Act related to Intergovernmental Cooperation, 53 Pa. C. S. A. Section 2301 et seq. (Act No. 180, July 12, 1972), the terms and conditions of the Agreement between the Borough of Seven Fields and Cranberry Township for police protection dated the 10 day of July, 2000, and attached 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 when adopted by ordinance validly enacted by the Borough of Seven Fields and Cranberry Township.

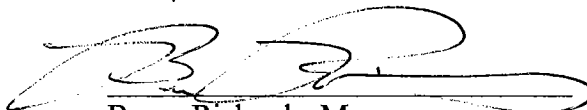
SECTION 3: The provisions of this ordinance shall be severable. If a final decision of a Court of Competent Jurisdiction shall hold any provisions of this ordinance, or the application thereof to any circumstances, to be illegal or unconstitutional, all other provisions of the ordinance and its application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

Adopted by the Borough Council of the Borough of Seven Fields this 10 day of July, 2000.


Charles Galbraith, Council President


Christine Wells, Borough Manager/Sec.

Reviewed and approved by me this 10 day of July, 2000.


Bruce Richards, Mayor

AGREEMENT

This Agreement, made this 10th day of July 2000, by and between the Borough of Seven Fields, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Seven Fields,"

A
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D

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

RECITALS:

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

WHEREAS, Cranberry Township 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 Township, per Agreement of September 5, 1996, for the provision of police services to its residents; and

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

WHEREAS, Cranberry Township 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 Pa.C.S.A. Section 2301 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 for the mutual covenants and promises contained herein and intending to be legally bound hereby, Seven Fields and Cranberry Township agree as follows:

1. This Agreement is being entered into pursuant to the authority granted to Seven Fields and Cranberry Township by the aforementioned Act Relating to Intergovernmental Cooperation, 53 Pa.C.S.A. Section 2301, et seq. (Act No. 180, July 12, 1972).

2. The term of this Agreement shall be from July 1, 2000 until December 31, 2003.

3. The contract amount shall be based upon five (5%) percent of the Township's adjusted police budget, which includes associated personnel and equipment expenditures. The adjusted police budget shall be determined after the following deductions:

1. Crossing Guard wages;
2. Animal control services; and
3. Any sums received under the Federal Universal Hiring Program or similar grant programs.

4. During the term of the Agreement the following police services will be provided to the Borough of Seven Fields via Cranberry Township's Police Department:

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

B. Police investigation of all complaints received and the processing of such complaints as may be required under the Policy Manual of the Cranberry Township Police Department, the Pennsylvania Vehicles Law, Crimes Code, and Rules of Criminal Procedure.

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

D. The Cranberry Township 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 Township if weighing is done.

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

5. 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 Township Police Department. All officers of the Cranberry Township Police Department 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.

6. The Seven Fields Borough Council shall appoint a committee of council members to meet regularly with Cranberry Township 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.

7. Cranberry Township officials will annually provide Seven Fields officials with a detailed year to date police budget and expenditure record, on or before November 1, for the current budget year. At that time, Cranberry Township officials will also provide an estimate of the expenditures for the following fiscal year.

8. The Borough will make quarterly payments to the Township at the end of each quarter based upon the budgeted amount, but the first quarter payment shall be adjusted to reflect actual expenditures incurred during the previous year.

9. All police services hereunder shall be performed by police personnel of the Cranberry Township 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 Township. Cranberry Township

further agrees to be responsible for the payment of all wages, benefits, pension funds and other forms of compensation to its police personnel.

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

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 Township 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 Township and the covenants hereof may be enforced by either appropriate legal remedy.

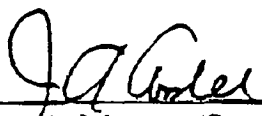
15. Any modifications or amendments to this Agreement shall be in writing and similarly authorized by ordinance of the parties' respective governing bodies.

16. Cranberry Township will notify Seven Fields by June 30, 2003, in writing, of its intention to either continue to provide police services to Seven Fields, under new terms and conditions to be negotiated between the parties, or its intention to terminate this Agreement and no longer provide said police services. If Cranberry Township decides not to continue to provide police services to Seven Fields, it agrees to continue to provide those services until June 30, 2004, under the terms of this Agreement, so the Borough will have sufficient time to obtain alternative police services. If Cranberry Township indicates its intention to continue to provide police services the terms and conditions of this Agreement will be effective until December 31, 2003. The new terms and conditions of the provision of police services will be agreed to by Cranberry Township and Seven Fields by June 30, 2003, or the Extension of this Agreement will be in effect until June 30, 2004.

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

ATTEST:

CRANBERRY TOWNSHIP



Township Manager/Secretary

By: 

Chairman, Board of Supervisors

ATTEST:

SEVEN FIELDS BOROUGH

Christine Wells
Secretary

By: Chas. Wells
Borough Council President

B. J. Wells
Mayor

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ATTEST:

SEVEN FIELDS BOROUGH

Christine Wells
Secretary

By: Chas. Gillis
Borough Council President

[Signature]
Mayor

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