

**BOROUGH OF ST. CLAIR
SCHUYLKILL COUNTY, PENNSYLVANIA**

ORDINANCE NO. 418

**AN ORDINANCE OF THE BOROUGH OF ST. CLAIR,
SCHUYLKILL COUNTY, PENNSYLVANIA, TO
ESTABLISH INTERMUNICIPAL COOPERATION WITH
EAST NORWEGIAN TOWNSHIP FOR POLICE
PROTECTION**

The Borough Council of the Borough of St. Clair, Schuylkill County, Pennsylvania (the "Borough"), hereby enacts and ordains as follows:

WHEREAS, Section 1201 of the Borough Code, 53 P.S. §46201, entitled "General Powers", authorizes the Borough to make and adopt ordinances necessary for the proper management, care and control of the Borough, and the maintenance of the health and welfare of the Borough and its citizens; and

WHEREAS, Section 1202 of the Borough Code, found at 53 P.S. §46202, entitled "Specific Powers", authorizes the Borough to adopt ordinances to secure the safety of persons or property within the Borough; and

WHEREAS, Section 46121 of the Borough Code, found at 53 P.S. § 1121, authorizes the Borough Council of the Borough of St. Clair to establish a police department for the health, safety and well being of the Borough residents; and

WHEREAS, Section 46122 of the Borough Code, found at 53 P.S. § 1122, allows police to serve under cooperative agreements or contracts with other municipalities; and

WHEREAS, the Borough of St. Clair and East Norwegian Township wish to enter into an Intermunicipal Police Cooperation Agreement pursuant to the Township Code, 53 P.S. § 66507 and the Borough Code, 53 P.S. § 46202(24); and

WHEREAS, said intermunicipal cooperation agreements are authorized by the general municipal laws of Pennsylvania pursuant to 53 Pa.C.S.A. §§ 2305 and 2307; and

WHEREAS, in order to promote the preservation of peace and good order and to protect the public health, safety, welfare and property of all persons, the Borough of St. Clair intends to adopt this Ordinance.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE Borough Council of the Borough of St. Clair, Schuylkill County, Pennsylvania, in accordance with the general powers permitted by the Borough Code (53 P.S. §46201, et seq.) and the statutes noted above, as follows:

Section 101. Title

This ordinance shall be known as the “St. Clair Borough/East Norwegian Township Intermunicipal Police Cooperation Ordinance”.

Section 102. Citation

This ordinance may be cited as the “St Clair Borough/East Norwegian Township Intermunicipal Police Cooperation Ordinance”.

Section 103. Scope

The provisions of this Ordinance shall apply to the police protection in the Borough of St. Clair and as it relates to any intermunicipal cooperation with East Norwegian Township.

Section 104. Intent

The Borough of St. Clair intends to allow its individual police department to provide police protection in the form of assistance to East Norwegian Township, in accordance with the terms and conditions of the Agreement for Law Enforcement Services, which is attached hereto as Exhibit "A" and made a part hereof. The Borough of St. Clair intends to allow its police department to provide men and equipment for this purpose pursuant to the Agreement attached hereto as Exhibit "A".

This Ordinance specifically authorizes and requires other terms and conditions contained in Exhibit "A" including, but not limited to, those individual sections including those listed in the Agreement such as indemnification, duration, etc.

Section 105. Ratification

Borough Council hereby ratifies and affirms the actions taken on October 24, 2014, relative to the Agreement for Law Enforcement Services.

Section 106. Repeal of Ordinances

Any ordinance, parts of ordinances, resolution or parts of resolutions conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.

Section 107. Savings Clause


The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, paragraph, section or subsection is declared void or inoperable for any reason by any Court, it shall not affect any other part or portion other than the part or portion declared void or inoperable.

Section 108. Effective Date

This Ordinance shall become effective five (5) days after the adoption hereof.


DULY ENACTED AND ORDAINED by Borough Council of the Borough of St. Clair,
Schuylkill County, Pennsylvania, this 5th day of May, 2015, in
lawful session duly assembled.

ST. CLAIR BOROUGH



JAMES D. LARISH
Council President

ATTEST:



ROLAND PRICE, JR.
Borough Secretary

Approved by me this 5th day of May, 2015.



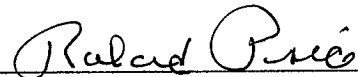
RICHARD E. TOMKO
Mayor

**IN RE: AN ORDINANCE OF THE BOROUGH OF ST. CLAIR, SCHUYLKILL
COUNTY, PENNSYLVANIA, TO ESTABLISH INTERMUNICIPAL COOPERATION
WITH EAST NORWEGIAN TOWNSHIP FOR POLICE PROTECTION**

CERTIFICATION

I hereby certify that the within Ordinance is a true and correct copy of an Ordinance enacted by Borough Council of the Borough of St. Clair, Schuylkill County, Pennsylvania, on the 5th day of MAY, 2015.

SEAL



Roland Price, Jr., Secretary
St. Clair Borough Hall
16 South Third Street
St. Clair, PA 17970
Telephone No. (570) 429-0640

EXHIBIT “A”

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 24th day of October, 2014, between the Borough of St. Clair (hereinafter referred to as "St. Clair") and the Township of East Norwegian (hereinafter referred to as "East Norwegian").

WITNESSETH:

WHEREAS, East Norwegian is desirous of contracting with St. Clair for the performance of the hereinafter described law enforcement functions within its boundaries; and

WHEREAS, St. Clair is agreeable to rendering such services on the terms and conditions hereinafter set forth;

WHEREAS, East Norwegian is agreeable to contribute to the cost of providing such service by making a monetary payment noted herein; and

WHEREAS, such contracts are authorized and provided for by the Borough Code and the Township Code.

NOW THEREFORE, it is agreed as follows:

1. St. Clair agrees to provide police protection within the limits of East Norwegian to the extent and in the manner herein set forth.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdictions of and customarily rendered by a police officer in the State of Pennsylvania.

2. The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in St. Clair. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the manner of performance of such service, the determination thereof made by St. Clair shall be final and conclusive as between the parties hereto. However, nothing contained herein will prevent East Norwegian from terminating this Agreement as herein provided.

Such police services shall include the enforcement of state statutes and such municipal ordinances of East Norwegian.

3. Services performed hereunder may include, but not be limited to, traffic enforcement, license inspection and enforcement, the supplying of crossing guards and any other services in the field of public safety, law, or traffic enforcement, or related fields within the legal power of a township or borough to so provide.

4. For the purpose of performing the functions of this Agreement, St. Clair shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of East Norwegian, the same shall be supplied by East Norwegian at its own cost and expense. Further, East Norwegian shall transfer to St. Clair the current East Norwegian police vehicle.

5. All persons employed in the performance of such services and functions pursuant to this Agreement for East Norwegian shall be St. Clair employees.

For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every St. Clair officer engaged in performing any such service and function shall be deemed to be an officer of East Norwegian while performing service for East Norwegian, which service is within the scope of this Agreement and is a municipal function.

6. East Norwegian shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any St. Clair personnel performing services hereunder for East Norwegian, or any liability other than that provided for in this Agreement.

Except as herein otherwise provided, East Norwegian shall not be liable for compensation or indemnity to any St. Clair employee for injury or sickness arising out of his or her employment.

7. East Norwegian, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of St. Clair or of any officer thereof.

8. Law enforcement service shall be provided by St. Clair on the basis of the following payments subject to adjustment as set forth below. East Norwegian agrees to pay the following initial base annual amount for 2014 for such services, payable in advance, in equal monthly installments on the first day of each month. The base annual amount for 2014 is as follows:

Cost of Services:

2014/2015	\$70,000.00
(In addition to the transferring of the former East Norwegian police vehicle to St. Clair)	
2016	\$71,000.00
2017	\$72,000.00

Payment Schedule:

Monthly payment shall be made on the first day of each month as compensation for the previous month's service.

2014/2015	\$5,833.33
2016	\$5,916.67
2017	\$6,000.00

9. The initial term of this Agreement shall be for three (3) years from the date of its execution by both parties and shall automatically expire at the end of the three (3) year period. If the parties desire to renew for successive periods, this shall be done in writing.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

11. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its officers, employees, or agents from any and all liability, losses or damages, including attorney's fees and costs of defense, which such party or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the other party, its employees, officers and agents. Each party shall promptly notify the other party of each claim, cooperate with the other party in the defense and resolution of each claim and shall not settle or otherwise dispose of the claim without the other party's participation.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement

provided the claims are based upon actions that occurred during the term of this Agreement. If a legal action should arise from any event involving St. Clair personnel providing services in East Norwegian under this Agreement, St. Clair will assume responsibility for such legal action.

12. All revenues resulting from or imposed in connection with arrests, parking tickets, restitution or prosecutions in East Norwegian, by any law enforcement agency shall be paid to East Norwegian. This includes, but is not limited to, periodic District Justice and Schuylkill County Clerk of Courts payments received by East Norwegian.

13. The St. Clair Police Department will maintain all records relevant to services provided to East Norwegian under this Agreement and will submit a monthly report of all police activities including the Uniform Crime Report to East Norwegian on a monthly basis.

14. It being the intention of the parties to provide for regular communication and annual evaluation and review of police services provided under this Agreement to ensure adequate levels of service to the East Norwegian community, the parties agree that:

A. St. Clair will provide an annual evaluation of police protection services in advance of the East Norwegian Board of Supervisors October meeting or other time agreed to by the parties. The report will provide a summary of activities of the year, goals for the upcoming year, and detail crime statistics including Pennsylvania Uniform Crime Report ("UCR") information and call volume.

15. The term of this Agreement shall commence October 1, 2014, and shall continue for an initial period of three (3) years and three (3) months ending on December 31, 2017. Notwithstanding any provision herein to the contrary, either party may terminate this

Agreement upon sixty (60) days notice to the other party at the official address of the respective township and its supervisors or borough and its council.

16. This Agreement constitutes the entire and complete Agreement between the parties with respect to the subject matter hereof, and supersedes all other understandings, arrangements, commitments and representations.

17. This Agreement shall not be assignable by either party. This Agreement does not create any third party beneficiary rights.

18. This Agreement is made and shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

19. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

20. This Agreement is intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. This Agreement may not be amended except in writing executed on behalf of each party.

22. This Agreement shall become effective upon execution by each party following enactment by each party of authorizing ordinances pursuant to the Intergovernmental Cooperation Law of the Commonwealth. Actual provision of law enforcement services shall

be at the discretion of the acting Chief of St. Clair Police Department. His intention of the parties of this begin as soon as possible given the scheduling demands for both municipalities.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this Agreement the date and year first above written.

BOROUGH OF ST. CLAIR

Richard E. Tombs
Mayor

Attest:

Paula Rose

James Fay
Council President

EAST NORWEGIAN TOWNSHIP
BOARD OF SUPERVISORS

By: James H. Paul

By: John K...

Attest:

Suzanne M. Geyser

By: Jo Ellen Lips