

ORDINANCE NO. 672

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF ANNVILLE AND THE TOWNSHIP OF SOUTH ANNVILLE FOR THE ANNVILLE TOWNSHIP POLICE DEPARTMENT TO PROVIDE POLICE SERVICES TO SOUTH ANNVILLE TOWNSHIP.

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301 *et. seq.* permits municipalities to enter into agreements to cooperate in their performance of their respective functions, powers, or responsibilities; and

WHEREAS, the municipalities desire to enter into an Intergovernmental Cooperation Agreement relating to the providing of police services by the Annville Township Police Department to South Annville Township; and

WHEREAS, the Intergovernmental Cooperation Act provides that any joint cooperation agreement shall be deemed enforced as to any municipality when the same has been adopted by Ordinance/Resolution by all cooperating municipalities; and

WHEREAS, the municipalities desire to enact such an Ordinance approving the Intermunicipal Agreement.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of Annville Township, Lebanon County, Pennsylvania, and it is hereby ordained and enacted as follows:

SECTION 1. AUTHORIZATION OF ORDINANCE.

This Ordinance is authorized by the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301 *et seq.*

SECTION 2. ADOPTION OF POLICE SERVICES INTERGOVERNMENTAL COOPERATION AGREEMENT.

The Police Services Intergovernmental Cooperation Agreement between Annville Township and South Annville Township (hereinafter "Agreement"), which is attached hereto, and made part hereof, and marked as Exhibit "A", is hereby adopted.

SECTION 3. PURPOSE AND OBJECTIVES OF AGREEMENT.

The purpose and objectives of the Agreement include, but are not limited to, the following:

- A. To enable Annville Township to provide police services to South Annville Township.
- B. Annville Township and South Annville Township believe it is within their mutual benefit for the Annville Township Police Department to provide police services to South Annville Township.

SECTION 4. AGREEMENT TO JOIN WITH SOUTH ANNVILLE TOWNSHIP.

Annville Township agrees that it shall join with South Annville Township in accordance with the Intergovernmental Cooperation Act by entering into the Agreement attached hereto as Exhibit "A", which is adopted by reference with the same effect as if it had been set out verbatim.

SECTION 5. AUTHORIZATION TO EXECUTE.

The appropriate members of the municipal body and any representatives thereof are hereby authorized to execute the Agreement. The appropriate members of the Board of Commissioners are further authorized to do whatever is

necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purpose and intent of the Agreement and this Ordinance. Any actions already taken by Annville Township in accordance with the terms of the Agreement and this Ordinance are hereby ratified.

SECTION 6. REQUIREMENTS OF THE INTERGOVERNMENTAL COOPERATION ACT.

As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- A. The conditions of the Agreement are set forth above in Sections 1 through 5 and the Agreement attached as Exhibit "A" to this Ordinance.
- B. The Agreement shall commence on the first day of the month following the date the Ordinance is adopted by Annville Township, or the date the Ordinance is adopted by South Annville Township, whichever occurs last. The Agreement shall extend until the Annville Township Board of Commissioners or South Annville Township Board of Supervisors vote to terminate the Agreement in accordance with the terms of said Agreement.
- C. The purpose and objective of the Agreement is for Annville Township and the Annville Township Police Department to provide police services to South Annville Township.
- D. Annville Township shall bear whatever costs which it has agreed to incur as set forth in the Agreement. South Annville Township shall also agree to bear whatever costs which it has agreed to incur as set forth in the Agreement.
- E. No new organizational structure is proposed by the Agreement.

- F. The Agreement does not contemplate the acquisition of any real or personal property by the Township.
- G. Annville Township has the power to enter into contracts or policies of insurance or other employee benefits. No new entity will be created pursuant to the Agreement which shall be empowered to enter into contracts or policies of group insurance and employee benefits, including Social Security, or its employees.

SECTION 7. AUTHORITY OF THE BOARD OF COMMISSIONERS.

The Annville Township Board of Commissioners is authorized to take such other action as may be necessary to carry out the purposes of this Ordinance in connection with the implementation of the Agreement.

SECTION 8. RIGHT TO MODIFY, SUPPLEMENT OR AMEND AGREEMENT.

The Annville Township Board of Commissioners reserves the right to modify, supplement or amend the Agreement from time to time by resolution or ordinance.

SECTION 9. SEVERABILITY.

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not effect or impair any of the remaining provisions, sentences, clauses, sections, or parts thereof. It is hereby declared that the intent of the Board of Commissioners of the Township of Annville that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section, or part thereof not been included therein.

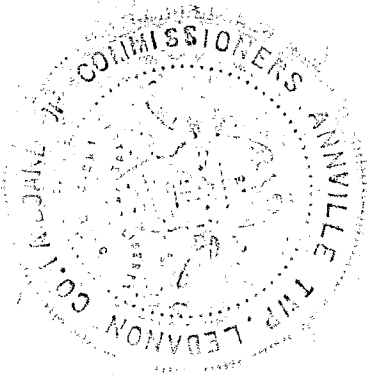
SECTION 10. REPEALER.

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

ORDAINED AND ENACTED this 2nd day of July, 2019 by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, in lawful session duly assembled.



TOWNSHIP OF ANNVILLE

Rex Moore, President, Annville Township
Board of Commissioners

ATTEST:

Nicholas T. Yingst, Secretary

EXHIBIT "A"

AGREEMENT

This AGREEMENT (hereinafter "AGREEMENT") is made this ____ day of _____, 2019, by and between the TOWNSHIP OF ANNVILLE, a Township of the First Class, located in Lebanon County, Pennsylvania (hereinafter "ANNVILLE TOWNSHIP"); and the TOWNSHIP OF SOUTH ANNVILLE, a Township of the Second Class, of the same county, (hereinafter "SOUTH ANNVILLE TOWNSHIP").

WITNESSETH:

WHEREAS, there is a long history of cooperation between ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP, and specifically between the two Police Departments of these municipalities, and there is a desire to see this cooperation continue to develop in mutually beneficial ways; and

WHEREAS, ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP are contiguous municipalities that share a long common border; and

WHEREAS, SOUTH ANNVILLE TOWNSHIP desires to have the Police Department of ANNVILLE TOWNSHIP perform law enforcement functions within its municipality and ANNVILLE TOWNSHIP is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, this AGREEMENT is entered into under the authority of The Pennsylvania Consolidated Statutes Title 53, Sections 2301 through 2315 enacted by the State Legislature in 1996. This AGREEMENT shall become binding and in full force as to the respective municipalities when adopted as an ordinance by both ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP; and

WHEREAS, SOUTH ANNVILLE TOWNSHIP is desirous of contracting for, and obtaining the services of, ANNVILLE TOWNSHIP and the ANNVILLE TOWNSHIP Police Department; and

WHEREAS, ANNVILLE TOWNSHIP is willing to supply and SOUTH ANNVILLE TOWNSHIP is willing to contract for and utilize ANNVILLE TOWNSHIP'S Police Department's services.

NOW THEREFORE, with the intent to be legally bound hereby and in consideration of the mutual promises contained herein, ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP agree as follows:

1. General: ANNVILLE TOWNSHIP agrees through its Police Department to provide police protection within the corporate limits of SOUTH ANNVILLE TOWNSHIP to the extent and in the manner hereinafter set forth.

a. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming within the jurisdiction of and customarily rendered by the Police Department of ANNVILLE TOWNSHIP.

b. Except as otherwise hereinafter provided, the level of service shall be the same basic level of service that is provided for the incorporated area of ANNVILLE TOWNSHIP by the ANNVILLE TOWNSHIP Police Department.

c. The providing of such services, 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 with ANNVILLE TOWNSHIP.

d. It is understood that the Police Chief of ANNVILLE TOWNSHIP, or his designee, and the Police Chief of SOUTH ANNVILLE TOWNSHIP, or his designee, will endeavor to ensure that the services enumerated by this AGREEMENT are performed correctly and that any disputes therein be resolved by them. Should there be any disputes which they are unable to resolve, such disputes should be addressed at a meeting of both Police Chiefs or their designees and one elected official of each municipality.

2. Service: ANNVILLE TOWNSHIP through its Police Department shall provide law enforcement services to SOUTH ANNVILLE to the extent provided by the SOUTH ANNVILLE TOWNSHIP Police Department as follows:

a. Patrol Service

i. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania.

ii. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania.

iii. Enforcement of Ordinances of SOUTH ANNVILLE TOWNSHIP.

iv. Maintain periodic security checks of business establishments located within the limits of SOUTH ANNVILLE TOWNSHIP.

v. Report hazardous conditions existing within SOUTH ANNVILLE TOWNSHIP to the proper authority (e.g. traffic lights out, holes in the highways and streets, street lights out, etc.)

b. Investigative Service

i. Investigate to a satisfactory conclusion all reported criminal offenses.

ii. Investigate incidents occurring on highways within SOUTH ANNVILLE TOWNSHIP or within SOUTH ANNVILLE TOWNSHIP.

iii. Respond to citizen complaints and requests.

iv. Prosecute in the appropriate courts, those persons believed to be responsible for criminal law violations, traffic law violations, and ordinance violations occurring within SOUTH ANNVILLE TOWNSHIP.

c. Administrative Service

i. ANNVILLE TOWNSHIP Police Department shall establish and maintain a police record system concerning all services rendered to SOUTH ANNVILLE TOWNSHIP.

ii. The ANNVILLE TOWNSHIP Police Department shall provide SOUTH ANNVILLE with police activity reports setting forth an account of services rendered hereunder. Said reports shall be provided on a basis as agreed upon by the Chief of Police of ANNVILLE TOWNSHIP, or his designee, and the Chief of Police of SOUTH ANNVILLE TOWNSHIP, or his designee.

iii. The ANNVILLE TOWNSHIP Police Department shall submit to the State and Federal Government all required necessary reports.

d. Scheduling

i. The Chief of Police of ANNVILLE TOWNSHIP, or his designee, and the Chief of Police of SOUTH ANNVILLE TOWNSHIP, or his designee shall coordinate schedules as to when ANNVILLE TOWNSHIP shall provide police services to SOUTH ANNVILLE TOWNSHIP.

3. Equipment: For the purposes of performing said functions and services, ANNVILLE TOWNSHIP shall furnish and supply all necessary equipment, supervision, communications, facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

4. Power to Perform Services: For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every ANNVILLE TOWNSHIP police officer engaged in performing any such service and function shall have

all of the powers and authority conferred by law on SOUTH ANNVILLE TOWNSHIP Police Department, while performing services for SOUTH ANNVILLE TOWNSHIP.

5. Payment of Salary: SOUTH ANNVILLE TOWNSHIP shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to any ANNVILLE TOWNSHIP personnel performing services hereunder for SOUTH ANNVILLE TOWNSHIP, or any taxes, insurance, employee reporting requirements, or any other liability other than that provided for in this AGREEMENT. Nothing in this AGREEMENT shall create any employment obligation or other obligation on the part of SOUTH ANNVILLE TOWNSHIP with respect to employees of ANNVILLE TOWNSHIP.
6. Police Officers: The municipalities agree that the police officers of ANNVILLE TOWNSHIP are employed by ANNVILLE TOWNSHIP and under the exclusive supervision and control of ANNVILLE TOWNSHIP. ANNVILLE TOWNSHIP agrees, as such employer, to be responsible for any acts and omissions of such police officer while on duty in SOUTH ANNVILLE TOWNSHIP, to the same extent that ANNVILLE TOWNSHIP may be responsible for such acts committed within ANNVILLE TOWNSHIP, and agrees to indemnify and hold harmless SOUTH ANNVILLE TOWNSHIP from any such liability as an employer on account for such acts or omissions. ANNVILLE TOWNSHIP agrees to maintain appropriate insurance protecting SOUTH ANNVILLE TOWNSHIP against liability for such acts and omissions to the extent deemed appropriate by ANNVILLE TOWNSHIP. Neither municipality, by agreeing to this provision, shall be deemed to have waived the protections of 42 Pa. C.S. §8542.
7. Rate: SOUTH ANNVILLE TOWNSHIP agrees to pay ANNVILLE TOWNSHIP for one (1) Police Protection Unit (“hereinafter PPU”). One (1) PPU is equivalent to ten (10) hours of police service per week. The PPU established by ANNVILLE TOWNSHIP is outlined in Exhibit “A” attached hereto. The PPU costs shall be established for each calendar year, and shall be applicable for the calendar year in which such services are provided. ANNVILLE TOWNSHIP shall provide updated PPU costs to SOUTH ANNVILLE TOWNSHIP no later than August 31 each year.
8. Increase in Service: Any increase in the amount of PPU’s during the course of this AGREEMENT shall be effective by an addendum to this AGREEMENT signed by both municipalities and adopted by resolution by both municipalities. SOUTH ANNVILLE TOWNSHIP is also permitted to request additional time and coverage from ANNVILLE TOWNSHIP during a calendar year. Prior to the provision of any additional time for coverage by ANNVILLE TOWNSHIP, both municipalities must agree on the rate and cost for said additional service in writing.
9. Billing to South Annville Township: ANNVILLE TOWNSHIP shall bill SOUTH ANNVILLE TOWNSHIP on a quarterly basis, and SOUTH ANNVILLE TOWNSHIP shall promptly pay the bill within forty-five (45) days of its receipt. In the event payment is not made within forty-five (45) days of receipt, ANNVILLE TOWNSHIP reserves the right to terminate this AGREEMENT immediately.

10. Overages and Shortages: The Police Chief of ANNVILLE TOWNSHIP, or his designee, and the Police Chief of SOUTH ANNVILLE TOWNSHIP, or his designee, will endeavor to anticipate any projected overages or shortages of service time provided by the ANNVILLE TOWNSHIP Police Department to SOUTH ANNVILLE TOWNSHIP in light of the PPU's contracted for and will endeavor to mitigate such overages or shortages within that quarter. Should an overage of service time result for a quarter, said overage will be rounded to the nearest hour and charged 0.1 PPU's for each hour. Should a shortage of service time result for a quarter, said time will be rounded to the nearest hour and will be provided by the ANNVILLE TOWNSHIP Police Department to SOUTH ANNVILLE TOWNSHIP in the upcoming quarter and not be accounted as part of calculating that upcoming quarter's service hours.
11. Insurance: ANNVILLE TOWNSHIP hereby covenants and agrees to furnish insurance coverage on its personnel and equipment for all times said personnel and equipment are in SOUTH ANNVILLE TOWNSHIP or acting on behalf of SOUTH ANNVILLE TOWNSHIP pursuant to this AGREEMENT in the same form and as maintained by ANNVILLE TOWNSHIP for its municipality.
12. Targeted Police Enforcement and Service: ANNVILLE TOWNSHIP at the request of SOUTH ANNVILLE TOWNSHIP, after consultation with ANNVILLE TOWNSHIP and at the discretion of the Chief of Police of ANNVILLE TOWNSHIP may offer "targeted" police enforcement and services within SOUTH ANNVILLE TOWNSHIP. "Targeted" enforcement and services shall include matters such as traffic enforcement, increased police patrol, and enforcement of particular situations and special event activities. To the extent that such targeted police enforcement shall be deemed to be beyond the hours provided herein, such service time will be rounded to the nearest hour and charged 0.1 PPU's for each hour.
13. Fines. The municipal portion of any fines or costs paid as a result of prosecution initiated by ANNVILLE TOWNSHIP police officers for incidents occurring in SOUTH ANNVILLE TOWNSHIP shall be paid to SOUTH ANNVILLE TOWNSHIP.
14. Term of AGREEMENT and Termination of Same: The term of this AGREEMENT shall be for a period of six (6) months commencing on the first day of the month following the execution of the AGREEMENT by ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP. This AGREEMENT and the services provided by ANNVILLE TOWNSHIP to SOUTH ANNVILLE TOWNSHIP shall be evaluated during the last two (2) months of the six (6) month review period. Should either party wish to terminate this AGREEMENT during this time they must do so in writing prior to the expiration of the six (6) month review period. No financial penalty shall be charged to either municipality.

In the event that ANNVILLE TOWNSHIP provides police services during the month in which termination of the AGREEMENT is given by SOUTH ANNVILLE TOWNSHIP, SOUTH ANNVILLE TOWNSHIP shall be responsible for any costs for the services rendered by ANNVILLE TOWNSHIP. Said costs shall be paid within thirty (30) days of receipt of the request for payment.

If neither municipality exercises its right to terminate this AGREEMENT within the initial six (6) month review period, this AGREEMENT shall renew for a period of one year which the parties agree shall be considered to commence on the first day of the month following the expiration of the six month review period. In the event either municipality seeks to terminate this AGREEMENT after it is renewed for successive one-year terms, the respective municipality terminating the AGREEMENT shall provide six (6) months written notice to the other municipality. Said notice shall be sent in writing by certified mail. The PPU cost for the period from the date of the written notice to the date of termination will be the PPU cost at the date of the written notice, provided such written notice is received by ANNVILLE TOWNSHIP no later than September 30.

15. Non-Consolidation of Police Officers: The municipalities hereto specifically agree and understand that no consolidation of police officers employed by the two municipalities are provided for under this AGREEMENT, that ANNVILLE TOWNSHIP is not receiving or accepting any police employees of SOUTH ANNVILLE TOWNSHIP, and that the discharge of or other disposition of any police officers heretofore employed by SOUTH ANNVILLE TOWNSHIP is the sole responsibility of SOUTH ANNVILLE TOWNSHIP.

16. Predicate Municipal Action for Binding AGREEMENT: SOUTH ANNVILLE TOWNSHIP has taken, or plans to take, all predicate municipal action by motion, resolution, ordinance or otherwise in order to make this AGREEMENT between SOUTH ANNVILLE TOWNSHIP and ANNVILLE TOWNSHIP binding and fully enforceable. ANNVILLE TOWNSHIP has also taken, or plans to take, all predicate municipal action by motion, resolution, ordinance, or otherwise in order to make this AGREEMENT between ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP enforceable.

17. Amendment to AGREEMENT: Any portion of this AGREEMENT following its initial adoption may be amended by resolution of both parties.

IN WITNESS WHEREOF, the Parties hereto have hereby caused this AGREEMENT to be executed this ___ day of _____, 2019.

TOWNSHIP OF SOUTH ANNVILLE:

TOWNSHIP OF ANNVILLE:

Chairman, Board of Supervisors

President, Board of Commissioners

ATTEST:

ATTEST:

(Assistant) Township Secretary

(Assistant) Township Secretary

EXHIBIT "A"

ANNVILLE TOWNSHIP COVERAGE TO SOUTH ANNVILLE TOWNSHIP 2019						
	FTE	total# of PPU	cost/PPU/10 hrs/week *	PPU purchased	TOTAL COST	hours/wk
budget						hrs/year
\$ 1,006,108.00	7.1	28.40	\$ 36,000.00	1	\$ 36,000.00	10
\$ 1,006,108.00	7.1	28.40	\$ 36,000.00	1.5	\$ 54,000.00	15
\$ 1,006,108.00	7.1	28.40	\$ 36,000.00	2	\$ 72,000.00	20
Total Police Budget	Full Time	FTE*4=40 hrs/wk	budget/total PPU's			
*PPU rounded up to nearest thousand						
ATPD will cover all hours when South Annaville PD is not on duty - call for service and patrol as time allows.						
Chief Dugan and Chief Sutcliffe work together to establish a working schedule to minimize overages to South Annaville						