AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement is made and entered into this _____ day of October 2015, by and between the Borough of Ephrata, Pennsylvania, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter referred to as "BOROUGH"), and the Township of West Cocalico, Pennsylvania, a Second Class Township of the Commonwealth of Pennsylvania (hereinafter referred to as "TOWNSHIP") under authority of the Intergovernmental Cooperation Act, 53 C.S. §2301, et seq. (the "Act") and shall become binding and in force as to the Borough and the Township when adopted as an ordinance by the Borough and the Township pursuant to the provisions of the Act but not later than 12:01 a.m., January 1, 2016.

BACKGROUND

WHEREAS, TOWNSHIP desires to have BOROUGH through its police department (hereinafter referred to as the "Ephrata Police Department") perform law enforcement functions within the TOWNSHIP; and

WHEREAS, BOROUGH is willing to render such services on the terms and conditions hereinafter set forth.

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

- BOROUGH agrees, through the Ephrata Police Department, to provide law enforcement services within the corporate limits of TOWNSHIP to the extent and in the manner hereinafter set forth.
 - 1.1 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 Ephrata Police Department.
 - 1.2 Except as otherwise hereinafter provided, the level of service rendered by BOROUGH within the corporate limits of TOWNSHIP shall be substantially the same basic level of service that is provided by the Ephrata Police Department within the incorporated area of the BOROUGH.
 - 1.3 BOROUGH shall have the sole authority and responsibility to provide the aforesaid level of service, to establish standards of performance, to discipline its officers and to determine all other matters permitted by law relating to the provision of police services, including the control and administration of police department personnel.
 - 1.4 Nothing herein shall affect the rights of other law enforcement agencies having appropriate jurisdiction to enforce any Federal, State, or local law within either TOWNSHIP or BOROUGH incorporated areas.
- 2. <u>Law Enforcement Services</u>. BOROUGH, through the Ephrata Police Department, shall provide law enforcement services to TOWNSHIP as follows:

2.1 Patrol service

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- 2.1.1 Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania that is now and hereinafter enforced within the limits of BOROUGH.
- 2.1.2 Enforcement of the Crimes Code of the Commonwealth of Pennsylvania that is now and hereinafter enforced within the limits of BOROUGH.
- 2.1.3 Enforcement of the ordinances of TOWNSHIP that are enforced by police and which are the same or similar in nature to those now and hereinafter enforced by police within the limits of BOROUGH.
- 2.1.4 Maintain periodic security checks of business establishments located within the limits of TOWNSHIP.
- 2.1.5 Report hazardous conditions existing within TOWNSHIP to the proper authority (i.e. traffic lights out, holes in the highways, street lights out, etc.).
- 2.1.6 Establish a presence at the public schools within the TOWNSHIP to enable teachers, staff and students to know the officers serving the TOWNSHIP. The number and times of visits to any public school shall be within the reasonable discretion of the Chief of the Ephrata Police Department.

2.2 Investigative Service.

- 2.2.1 Investigate all reported criminal offenses which are of a nature or similar in nature to those now and hereinafter investigated within the limits of BOROUGII.
- 2.2.2 Investigate accidents occurring on TOWNSHIP highways or within TOWNSHIP which are of a type or similar in nature to those now and hereinafter investigated within the limits of BOROUGH.
- 2.2.3 Respond to citizen complaints and requests which are of a type and similar in nature to those now and hereinafter responded to and investigated within the limits of BOROUGH.
- 2.2.4 Prosecute, in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law, and ordinance violations occurring within TOWNSHIP.

2.3 Administrative Service.

- 2.3.1 The Ephrata Police Department shall establish and maintain a complete and up to date uniform police records system concerning all services rendered to TOWNSHIP.
- 2.3.2 The Ephrata Police Department shall provide the TOWNSHIP with a monthly and yearly police activity reports setting forth an accounting of services rendered as part of this Agreement.

- 2.3.3 The Ephrata Police Department shall timely submit to the State and Federal governments all required and necessary reports.
- 2.3.4 The Ephrata Police Department shall make recommendations to the TOWNSHIP Board of Supervisors, if and when necessary, for the improvement of traffic safety and other regulations.
- 2.3.5 A police management representative of the Ephrata Police Department or his or her designee shall attend all regular public meetings of the TOWNSHIP Board of Supervisors and such special meetings of the TOWNSHIP Board of Supervisors as may be held that relate to police services.

2.4 Transition Service.

- 2.4.1 The Ephrata Police Department shall, to the extent provided by applicable law, assume jurisdiction of any open cases within the TOWNSHIP from the East Cocalico Township Police Department.
- 2.4.2 The Ephrata Police Department may request that East Cocalico Township Police Department provide the Ephrata Police Department with copies of records of responses within the TOWNSHIP or other information. If the East Cocalico Township Police Department requires the consent of the TOWNSHIP prior to providing such information, the TOWNSHIP shall cooperate with the Ephrata Police Department and provide such consent.
- 3. For the purpose of performing said functions and services, except as hereinafter provided, BOROUGH shall furnish and supply all necessary supervision, equipment, communications, facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

4. Police Authority.

- 4.1 For the purpose of performing the services and functions provided for herein and for the purpose of giving official status to the performance thereof, every Ephrata police officer engaged in performing any such service and function shall have all of the powers and authority conferred by law while performing services for TOWNSHIP.
 - This Agreement shall not be interpreted to limit jurisdiction of any Ephrata police officer, including but not limited to such jurisdiction as may be granted by the Pennsylvania Judicial Code. The purpose of this Agreement is to expand, not limit, the power of the Ephrata police officers to make arrests outside their primary jurisdiction.
- 4.2 The provision of police services, maintenance of level of service and standards of performance, discipline of officers, and the administration of other matters incident to the performance of such services, including the control and supervision of police department personnel, shall be within the exclusive control and remain the sole responsibility of BOROUGH.

- 5. <u>Term.</u> The term of this Agreement shall be for a period of five (5) years, commencing at 12:01 a.m. on the first day of January, 2016, and terminating at 11:59 p.m. on December 31, 2020.
- 6. Renewal of Agreement. On or before June 1, 2019, BOROUGH and TOWNSHIP through their authorized agents or designees agree to begin negotiating the terms of any extension of the term and provisions of this Agreement with the intention of concluding negotiations by December 31, 2019. Neither TOWNSHIP nor BOROUGH shall be under any obligation to continue the services provided hereunder beyond the initial term of this Agreement.

7. Early Termination.

- 7.1 Early Termination by BOROUGII.
- 7.1.1 BOROUGH may terminate this Agreement without penalty or payment of any kind by providing a minimum of twelve (12) months' written notice of termination to TOWNSHIP. Early termination may take effect only at the end of a calendar year. BOROUGH shall be responsible for all costs incurred as a result of the BOROUGH terminating this Agreement.
- 7.1.2 BOROUGH may terminate this Agreement upon the failure of TOWNSHIP to pay all monies due and owing under Section 8 of this Agreement not later than the due dates provided in Section 8 of this Agreement. No such termination shall occur until the 40th day following a non-invoice written notice to TOWNSHIP that demands payment within 30 days from the date of said notice or immediately upon the occurrence of the 2nd non-payment event within a 12 month period where payment in full has not been made within 30 days following a non-invoice written notice to TOWNSHIP that demands payment within 30 days from the date of said notice. In the event of termination for non-payment, TOWNSHIP shall pay all of the costs associated with the police pension and unemployment compensation that result from the BOROUGH's furloughing of any Ephrata Police Department employees together with all monies due prior to the date of termination under the terms of this Agreement and such other costs incurred by BOROUGH in consequence of this early termination.

BOROUGH shall have its actuary determine the costs to the police pension resulting from furloughing of any officers as a result of early termination of this Agreement due to non-payment as set forth hereinabove and shall provide a copy of such report to TOWNSHIP. BOROUGH shall provide TOWNSHIP with the method of calculation of any costs of unemployment compensation arising from early termination of this Agreement. TOWNSHIP shall make payment of such costs and all related actuary costs or shall inform BOROUGH that it disagrees with such calculation or costs with 45 days. If TOWNSHIP disagrees with any portion of the calculation or costs, it shall make payment of all sums not in dispute within 45 days. Any dispute shall be resolved in accordance with Section 13.

7.2 Early Termination by TOWNSHIP. TOWNSHIP may terminate this Agreement by providing at least twelve (12) months' written notice of termination to BOROUGH provided that in such an event TOWNSHIP agrees to pay all of the costs associated with the police pension and unemployment compensation that result from the BOROUGH's furloughing of any Ephrata Police Department employees. Early termination may take effect only at the end of a calendar year. TOWNSHIP shall be responsible for payment of all additional costs incurred due to a reduction in staffing including but not limited to ongoing contractual obligations such as vehicle leases.

BOROUGH shall have its actuary determine the costs to the police pension resulting from furloughing of any officers as a result of early termination of this Agreement by TOWNSHIP and shall provide a copy of such report to TOWNSHIP. BOROUGH shall provide TOWNSHIP with the method of calculation of any costs of unemployment compensation arising from early termination of this Agreement. TOWNSHIP shall make payment of such costs and all related actuary costs or shall inform BOROUGH that it disagrees with such calculation or costs with 45 days. If TOWNSHIP disagrees with any portion of the calculation or costs, it shall make payment of all sums not in dispute within 45 days. Any dispute shall be resolved in accordance with Section 13.

8. Payment for Services

- 8.1 For the entire term of this Agreement, TOWNSHIP agrees to pay to BOROUGH not later than the fifth day of each month fixed monthly dollar amounts as set forth in Appendix 2, attached hereto and made a part hereof.
- 8.2 The payments stated in this section are for services rendered under Section 2 (Law Enforcement Services) of this Agreement.
- 8.3 TOWNSHIP agrees that the TOWNSHIP shall pay over to BOROUGH within 15 days of receipt, all police-related revenues received by TOWNSHIP in accordance with the provisions of this Section 8. Revenue to be paid over to BOROUGH include, but are not limited to, grants, forfeitures, and those revenue categories included in Appendix 1 other than those fines and penalties to be retained by TOWNSHIP in accordance with the provisions of this Section 8. TOWNSHIP and BOROUGH agree that the following shall apply to fines and penalties:
- 8.3.1 Fines paid to TOWNSHIP by the Commonwealth identified as State Police fines shall be retained by TOWNSHIP.
- 8.3.2 If BOROUGH receives any fines from the Commonwealth identified as State Police fines for enforcement within TOWNSHIP, BOROUGH shall remit such fines to TOWNSHIP within 15 days.
- 8.3.3. Any parking ticket penalties for parking violation within TOWNSHIP paid to TOWNSHIP shall be retained by TOWNSHIP.
- 8.3.4 Any parking ticket penalties for parking violations within TOWNSHIP paid to BOROUGH shall be remitted to TOWNSHIP within 15 days.
- 8.3.5 In calendar year 2016, one third of any fines, costs, or penalties remitted to

TOWNSHIP from the office of the Magisterial District Judge or the Lancaster County Courthouse shall be paid over to BOROUGII within 15 days, provided, however, if TOWNSHIP has provided legal representation in such an enforcement action and there is an award of attorneys' fees as part of the revenue received by the TOWNSHIP, TOWNSHIP shall be entitle to retain the amount of the award of attorneys' fees representing the fees of the attorney provided at TOWNSHIP expense.

- 8.3.6 In calendar year 2017, two thirds of any fines, costs, or penalties remitted to TOWNSHIP from the office of the Magisterial District Judge or the Lancaster County Courthouse shall be paid over to BOROUGH within 15 days, provided, however, if TOWNSHIP has provided legal representation in such an enforcement action and there is an award of attorneys' fees as part of the revenue received by the TOWNSHIP, TOWNSHIP shall be entitle to retain the amount of the award of attorneys' fees representing the fees of the attorney provided at TOWNSHIP expense.
- 8.3.7 Beginning on January 1, 2018, any fines, costs, or penaltics remitted to TOWNSHIP from the office of the Magisterial District Judge or the Lancaster County Courthouse shall be paid over to BOROUGH within 15 days, provided, however, if TOWNSHIP has provided legal representation in such an enforcement action and there is an award of attorneys' fees as part of the revenue received by the TOWNSHIP, TOWNSHIP shall be entitle to retain the amount of the award of attorneys' fees representing the fees of the attorney provided at TOWNSHIP expense.
- 8.4 Additional Services.
- 8.4.1 In the event that the TOWNSHIP Board of Supervisors request additional or special services not included in Section 2 of this Agreement, the BOROUGH may but shall not be required to provide such services. No such additional services will be provided unless the TOWNSHIP and BOROUGH agree in writing to the scope of and payments for said services.
- 8.4.2 <u>Unanticipated Operational Services</u>. The parties agree that unanticipated Ephrata Police Department operational expenditures may be necessary from time to time occasioned by the occurrence of an event or condition within the TOWNSHIP requiring staffing and/or police services that exceed the ordinary and customary police services contemplated by the parties to this Agreement, including but not limited to natural or manmade disasters, mass causality events, events requiring a large security presence, and the like. The TOWNSHIP agrees to pay to BOROUGH, in addition to the payments set forth in Section 8.1 of this Agreement, all costs of staffing and police services incurred by the BOROUGH occasioned by such event or condition that exceed the ordinary and customary police services contemplated by the parties to this Agreement.
- 8.4.3 <u>Elective Operational Services</u>. The parties agree that from time to time certain non-essential or non-mandated police service related programs and staffing opportunities may arise that benefit the parties, the costs for which are not

included in Section 2 of this Agreement, including but not limited to a drug task force officer, liability reduction measures such as body cams, public safety measures such as radar boxes or electronic message boards, and the like).

In the event the TOWNSHIP desires to participate in and/or receive any elective police service, the TOWNSHIP agrees to pay to BOROUGH, in addition to the payments set forth in Section 8.1 of this Agreement, 12% of the costs of said non-essential or non-mandated police services and related programs which percentage has been determined and is agreed to be the proportional cost to TOWNSHIP of the total cost to the BOROUGH for said service.

8.4.4 <u>Effect of grants</u>. In the event BOROUGH obtains grant funding for any of the additional services subject to this Section 8.4, BOROUGH shall credit the TOWNSHIP with its proportional share of such grant. If the grant is received by BOROUGH after TOWNSHIP has made payment to BOROUGH for such additional service, BOROUGH shall reimburse TOWNSHIP for such shared within 45 days after BOROUGH received the grant funds.

8.5 Start-up Costs.

- 8.5.1 BOROUGH and TOWNSHIP acknowledge that BOROUGH will hire five new officers and will have to purchase equipment for such new officers to provide police protection services to TOWNSHIP and to Adamstown Borough which is also obtaining police protection services from BOROUGH beginning on January 1, 2016.
- 8.5.2 TOWNSHIP shall pay to BOROUGH on or before December 31, 2015, the following sums:
 - \$18,400, representing 80% of the cost of equipment for five officers (\$23,000) \$2,720, representing 80% of the cost of field training for five officers (\$3,400)
 - \$72,640, representing 80% of the cost of two fully equipped vehicles (\$90,800)
- 8.5.3 BOROUGH shall make application to the Pennsylvania Department of Community and Economic Development for grant funding for the costs identified in Section 8.5.2 and shall diligently pursue such grant funding.
- 8.5.4. If BOROUGH is awarded a grant toward the costs identified in Section 8.5.2, shall reimburse TOWNSHIP for costs paid under Section 8.5.2 as follows:
 - \$9,200, representing 50% of the cost of equipment for five officers, shall be paid within 45 days after receipt of funds by BOROUGH.
 - \$1,360, representing 50% of the cost paid for field training for five officers, shall be paid within 45 days after receipt of funds by BOROUGIL.
 - \$7,264 for one year lease payments for vehicles shall be paid within 45 days after receipt of funds by BOROUGH.

Four additional payments of \$7,264 shall be made annually within 45 days after receipt of funds by BOROUGH.

- 10.3 Effect of grants. In the event BOROUGH obtains grant funding for any of the capital expenditures subject to this Section 10, BOROUGH shall credit the TOWNSHIP with its proportional share of such grant. If the grant is received by BOROUGH after TOWNSHIP has made payment to BOROUGH for such capital expenditure, BOROUGH shall reimburse TOWNSHIP for such shared within 45 days after BOROUGH received the grant funds.
- 11. <u>Unforeseen Mandates</u>. In the event that legislative changes or order of a court of competent jurisdiction require BOROUGH to incur unforeseen expenses including but not limited to substantial increases in mandatory training, staffing and additional or new equipment, TOWNSHIP agrees to compensate BOROUGH, in addition to the payments set forth in Section 8.1 of this Agreement, 12% of the costs of compliance with said mandate, which percentage has been determined and is agreed to be the proportional cost to TOWNSHIP of the total cost to the BOROUGH for said mandate.

If BOROUGH determines or is notified by applicable Commonwealth or federal courts or agencies that BOROUGH must take action or change procedures to comply with such unforeseen mandate, BOROUGH shall provide TOWNSHIP with notice as soon as practical and no later than the action of BOROUGH Council authorizing action to address the unforeseen mandate. The notice shall identify the unforeseen mandate, the expenditure necessary to address the unforeseen mandate, and the estimated cost of compliance. BOROUGH shall forward an invoice for such expenditure to TOWNSHIP identifying the expenditure, the date of the notice to TOWNSHIP that such expenditure is required, the full amount paid by BOROUGH, and the sum due from TOWNSHIP. TOWNSHIP shall make payment of such invoice within 45 days.

11.1 Effect of grants. In the event BOROUGH obtains grant funding for any of the unfunded mandates subject to this Section 11, BOROUGH shall credit the TOWNSHIP with its proportional share of such grant. If the grant is received by BOROUGH after TOWNSHIP has made payment to BOROUGH for such unfunded mandate, BOROUGH shall reimburse TOWNSHIP for such shared within 45 days after BOROUGH received the grant funds.

12. Special Provisions.

- 12.1 Special Events. In the event the TOWNSHIP requests police services that are not included in Section 2 of this Agreement for special events (i.e. park, fair, school, neighborhood activities, etc.), the BOROUGH may but shall not be required to provide such services. No such services for special events will be provided unless the TOWNSHIP and BOROUGH agree in writing to the scope of and payment for said police services.
- 12.2 If demographics and/or commercial/industrial growth within the TOWNSHIP significantly increase calls for police service, Ephrata Borough reserves the right to renegotiate this contract.
- 13. <u>Dispute Resolution</u>. The parties agree to resolve any dispute concerning this Agreement as follows:

- 13.1 In the event of a dispute concerning the terms, conditions, and responsibilities set forth in this Agreement, the parties shall attempt to resolve such dispute informally through their authorized agents or designees.
- In the event any dispute is not resolved by the informal process set forth hereinabove, the governing bodies of the parties may agree to hold a joint public meeting or meetings to attempt to resolve such dispute and may elect to decide all issues by the concurring majority votes of both governing bodies.
- 13.3 The parties by agreement may elect arbitration to decide disputed matters or may pursue a resolution of any dispute before a court of competent jurisdiction. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorney's fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.
- Arbitration. Where the parties agree to arbitration, a three (3) member board of arbitrators shall hear and decide disputed matters. Their decision shall be final and conclusive upon the parties and non-appealable except as to questions of law or abuse of discretion. Each party shall appoint one (1) arbitrator within ten (10) days of notification of the election of either party to arbitrate. The appointed arbitrators shall agree to the selection of the third arbitrator. All hearings shall be conducted pursuant to the provisions of the Pennsylvania Local Agency Law, 2 Pa.C.S.A. §§ 105, 551 et seq. and 751 et seq.
- 14. Ephrata Borough Public Safety Committee. The Public Safety Committee, appointed by Ephrata Borough Council, shall regularly review and make recommendations relating to the operation and procedures of the Ephrata Police Department, including the implementation of this Agreement. TOWNSHIP may appoint one member to serve as an advisory member to the BOROUGH Public Safety Committee, said member having the function of discussing and making recommendations solely as it relates to the performance of this Agreement. BOROUGH shall provide electronic copies of all Public Safety Committee agendas to the TOWNSHIP Manager. BOROUGH shall also provide electronic copies of Public Safety Committee Reports and Recommendations to the TOWNSHIP Manager. BOROUGH shall provide quarterly budget reports of the Ephrata Police Department to the TOWNSHIP Manager.
- 15. <u>Modifications</u>. This Agreement constitutes the entire agreement between the parties, and no modifications, amendments, additions or revisions hereto shall be valid and binding until executed in two (2) simultaneous counterparts by the respective parties as an addendum to this Agreement.
- 16. <u>Interpretation</u>. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

	ies hereto have caused this Agreement to be executed tion by Ordinance Number of the Township of
	WEST COCALICO TOWNSHIP
Attest:, Secretary	By:
Attest:	, Chairman
IN WITNESS WHEREOF, the part	tics hereto have caused this Agreement to be executed tion by Ordinance Number of the Borough of
Ephrata duly enacted.	
	BOROUGH OF EPHRATA
Attest:	By:

APPENDIX I

Police related revenues

- Crime prevention reimbursement
- Burglar Alarm Fines
- Animal control reimbursement
- Finger printing reimbursement
- Live Scan/CPIN reimbursement
- Donations received for crime prevention, training or specialized equipment
- Fines, costs and penalties remitted to TOWNSHIP from the office of the Magisterial District
 Judge and the Lancaster County Courthouse in accordance with the provisions of Section 8.3 of
 the Agreement for Law Enforcement Services

Police Budget - West Cocalico Payment Detail

Pension - 100% paid in January payment	Workes Compensation - 50% first quarter
- 100% paid in .	Compensation -
Pension	Workes
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Workes Compensation - 50 to in 54 year
All Other Budgeted Officer Expenses
Wehicle Expenses
Administrative Expenses

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Police Budget - West Cocalico Payment Detail Page 2

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