

Agreement to Provide Police Services

THIS AGREEMENT made this 10th day of May, 1995,
by and between:

INDIAN LAKE BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at R.D.1, Central City, PA 15926, hereinafter "Indian Lake."

AND

SHANKSVILLE BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at _____, 15560, hereinafter "Shanksville."

WHEREAS, Indian Lake presently possesses a full time police organization which provides police services to the residents of Indian Lake; and

WHEREAS, Shanksville desires to engage the police organization of Indian Lake to provide police services to the residents of Shanksville; and,

WHEREAS, Indian Lake has agreed to provide the aforesaid services to Shanksville; and,

WHEREAS, both Indian Lake and Shanksville desire to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and obligations assumed by the other and intending to be legally bound hereby, the parties agree as follows:

1. Services. Indian Lake shall provide to Shanksville, an average of four (4) hours per week of police services to Shanksville, including patrol time and criminal investigation time. Court time will not be included in this allotment, and shall be accounted for separately. Said police services include the provision of a police officer and any and all ancillary and necessary equipment therefor. Assignments in excess of the minimum required herein shall be only after consultation of Indian Lake and Shanksville regarding the need for additional services and the availability of the Indian Lake police to provide adequately for the protection of Indian Lake as well as the residents of Shanksville.

2. Consideration. In consideration for the provision of the aforesaid services, Shanksville shall pay to Indian Lake, quarterly, the sum of NINE HUNDRED TWENTY NINE DOLLARS AND TWENTY FOUR CENTS (\$929.24) which represents four hours of police service per week at the sum of SEVENTEEN DOLLARS AND EIGHTY SEVEN CENTS (\$17.87) per hour. Also, Shanksville shall pay for court time costs

related to police activity in Shanksville at the rate of the officers hourly wage plus mileage to and from the Indian Lake police office and the appropriate courthouse. Milage costs shall be charged at TWENTY SEVEN CENTS (\$.27) per mile. Time spent in court shall not count against future patrol time allotments. The total sum of charges shall be paid directly to Indian Lake and shall be submitted within fifteen (15) days from the end of a particular quarter. The fees for services provided are reimbursements to Indian Lake for costs incurred by Indian Lake in the provision of the police services under this Agreement including, but not limited to, the wages of the police officers assigned to perform the work, the current cost of providing appropriate worker's compensation, the costs of training the officers, the cost of equipment and supplies used in the work, and for all other costs mutually agreed to as those expenses which are directly related to the services contracted for in this Agreement. Any additional service hours provided shall be paid quarterly to Indian Lake as well, provided however, that the total annual under or over charge shall be reconciled on or before January 31 of the year following the contract year.

3. Scheduling. Scheduling and total control of the police organization shall remain with the Mayor of Indian Lake. Patrol times shall vary, but every effort shall be made by Indian Lake to accommodate the patrol and enforcement requests made by Shanksville, though it is specifically agreed that there will be no guaranteed time of patrol and/or police protection.

4. Exercise of Authority. The officers performing the police functions and services under this agreement shall exercise the same powers in Shanksville as they exercise in Indian Lake with respect to the work performed and all powers necessary or incidental to those powers. The officers providing the police protection shall use the ordinances of Shanksville in filing charges and issuing citations for violations within Shanksville insofar as practical.

5. Reporting. Indian Lake shall provide monthly reports (incident, patrol, court time, etc) to Shanksville and will ensure that a representative is present at any Shanksville Borough Council meetings, if requested by the Council President or Mayor of Shanksville.

6. Requests for Police Protection or Enforcement. All requests for police protection, enforcement or other activity (emergency, crime reporting, etc) shall be directed to Somerset County Control. All public and citizen concerns and correspondence from Shanksville residents are to be directed to the Shanksville Mayor and/or Shanksville Borough Council, as Shanksville may determine. If Shanksville's Mayor or Council determines that a particular action is warranted in response to the public concern, each, either or both shall make the concern known to Indian Lake which will address the concern promptly.

7. Contacts of Parties. The primary contacts for Indian Lake will be the President of the Shanksville Borough Council and the Mayor of Shanksville Borough. All official requests for police activity (non-emergency, management, etc) shall be through one of these individuals and shall be specifically addressed to the Mayor of Indian Lake. Indian Lake and Shanksville may establish a liaison committee to resolve any problems, complaints or special circumstances that are encountered in the performance of the service contracted hereunder.

8. Police Policies. All police policies of Indian Lake shall be policies of Shanksville and all officers, while providing police protection to Shanksville, shall abide by those policies. Any information or material specifically about the Indian Lake Police Department or organization shall not be provided to the news media or any other inquiring organization or entity without the prior written consent of the Mayor or Borough Council President of Indian Lake. It is intended and preferred that joint press releases be issued if disclosure of information or materials is warranted.

9. Fine Monies. Shanksville shall receive all fine monies from citations written in Shanksville in accordance with the ordinance of Shanksville.

10. Term. This agreement shall be effective from January 1, 1995 through January 1, 1996, and annually thereafter unless terminated by either of the parties in accordance with this Agreement. Any modifications to this Agreement, including termination for the next year shall be provided to the other party, on or before November 1 of the effective year so that either party and/or both parties shall have sufficient time to review and examine the proposed modification prior to forming and subsequently approving the respective budgets of the parties.

11. Notice. All notices or all other communications shall be deemed to have been duly given when sent by certified mail, addressed as follows:

Indian Lake Borough
Borough Council President
RD 1 Box 540
Central City, PA 15926

or

Indian Lake Borough
Mayor
RD 1 Box 540
Central City, PA 15926

or

Shanksville Borough
Borough Council President

or

Shanksville Borough
Mayor

12. Indemnification by Shanksville. Shanksville agrees to indemnify and hold Indian Lake harmless from any and all claims, rights or demands made by or on behalf of any third party regarding Indian Lake's police service or refusal to provide police service.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year first above written.

BOROUGH OF INDIAN LAKE

ATTEST:

Thomas L. Keyant
Secretary

By Richard W. Stern
President of Council

BOROUGH OF SHANKSVILLE

ATTEST:

Norma L. Wilt
Secretary

By Bobby G. Lambert
President of Council

APPROVED this 10th day of May, 1995, after review.

Edward P. Rogan
Indian Lake Borough Mayor

APPROVED this 1st day of May, 1995, after review.

Robert N. Stull
Shanksville Borough Mayor