AGREEMENT

THIS AGREEMENT, made this _8th_ day of _May_, 1992 by and between:

INDIAN LAKE BOROUGH, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania having its offices at R.D. #1, Central City, Pennsylvania 15926 (hereinafter referred to as "Indian Lake"),

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STONYCREEK TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania having its offices at R.D.#2, Friedens, Pennsylvania 15541 (hereinafter referred to as "Stonycreek);

WHEREAS, Indian Lake presently possesses a part-time police organization which provides police services to the communities of Indian Lake and Shanksville Borough (hereinafter "Shanksville"); and,

WHEREAS, Indian Lake has requested police authority and jurisdiction in Stonycreek for the purpose of improving its ability to provide the aforesaid police services in Indian Lake and Shanksville and specifically 1) to prevent criminal activity in Indian Lake and Shanksville, 2) to investigate criminal activity that has occurred in Indian Lake or Shanksville, and 3) to make arrests for criminal activity that has occurred in Indian Lake and Shanksville; and

WHEREAS, Stonycreek desires to grant police authority and jurisdiction in Stonycreek to the police officers of Indian Lake; and

WHEREAS, Stonycreek's only obligation will be to remit, annually, the premium due for adding Stonycreek to the Indian Lake Police Liability Insurance Policy; and

WHEREAS, Stonycreek has agreed to grant the Indian Lake Police Department and its officers authority and jurisdiction to act as police officers within the municipal limits of Stonycreek; and

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

NOW THEREFORE WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and the preamble set forth above, the parties hereto, intending to be legally bound hereby, agree as follows:

1. <u>Grant of Authority</u>. Indian Lake Police Officers shall exercise the same authority, powers and jurisdiction in Stonycreek that they do in Indian Lake with respect to any work performed and shall possess all powers necessary, ancillary or incidental thereto.

2. <u>Primary Provider of Police Service</u>. The Pennsylvania State Police shall be the primary provider of police service to Stonycreek and the primary contact when police services are required.

3. <u>Police Service Not to be Provided by Indian Lake</u>. Indian Lake shall not be required to furnish any police service to Stonycreek or its residents and should not be asked to do so. In the event Indian Lake is requested to provide police service in Stonycreek for any reason, the provision of that service shall be in the absolute discretion of the Indian Lake Police Officer in charge at the time of the receipt of the request.

4. <u>Indemnification by Stonycreek</u>. Stonycreek 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.

5. <u>Police Policies</u>. All police policies of the Indian Lake Police Department shall govern the activities of Indian Lake Police Officers when any are in Stonycreek .

6. Fine Monies. All fine revenue generated in Stonycreek by action of the Indian Lake Police Department shall be the sole asset or assets of Indian Lake and shall be delivered to Indian Lake.

7. Stonycreek as Additional Named Insured. Indian Lake agrees, from this date forward, to insure that Stonycreek is included on the Indian Lake Police Liability Insurance Policy as an additional named insured. Stonycreek shall be obligated to remit and shall remit, annually, to Indian Lake c/o Treasurer R.D. # 1, Central City, Pennsylvania 15926, that portion of the Indian Lake Police Liability Insurance Policy premium that is owed because Stonycreek is named as an additional named insured on the policy. Those monies shall be paid by Stonycreek at the time of the annual renewal of the policy and shall be remitted as aforesaid within thirty (30) days from receipt of the appropriate billing from Indian Lake.

8. Reporting and Contacts. Indian Lake shall provide reports (incident, patrol, etc.) as necessary (at least annually) and will insure that a representative is present at any Stonycreek meeting or meetings if requested by Stonycreek. The primary contact for Indian Lake shall be the Chairman of Stonycreek and the primary contact for Stonycreek shall be the Mayor of Indian Lake. Indian Lake and Stonycreek may establish a liaison committee to resolve any problems, complaints, or special circumstances that are encountered in the performance of this agreement.

9. Term. This agreement shall have no specific term or expiration date. Either party may terminate this agreement by providing thirty (30) days written notice to the other.

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

ATTEST: BOROUGH OF INDIAN LAKE

_____   _____
Secretary   President of Council

ATTEST: STONYCREEK TOWNSHIP

_____   _____
Secretary   Supervisor

_____   _____
Secretary   Supervisor

_____   _____
Secretary   Supervisor

APPROVED, after review, this 26th day of _____May_____, 1992.

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Indian Lake Borough Mayor