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INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT, is made, executed and delivered in multiple copies this ____ day of _____, 2019, to become effective at 12:01 a.m. on _____, 2019, by, between and among collectively, the Townships of East Donegal, Conoy and the Borough of Marietta, all municipal subdivisions of the Commonwealth of Pennsylvania, situated in the County of Lancaster, hereinafter referred to as the “Municipalities.”

This Intergovernmental Cooperation Agreement is derived from and supersedes all portions and sections, to include any and all amendments thereto, of the original Susquehanna Regional Police Department “Merger Agreement” of 1996.

WITNESSETH:

WHEREAS, the Municipalities desire collectively to associate themselves together in and by virtue of this agreement as an unincorporated, nonprofit association established under the authority of the Intergovernmental Cooperation Act of July 12, 1972, P.L. 180, as amended (53 P.S. 481 et seq.) for the express purpose of creating the Susquehanna Regional Police Department (herein known as the “Department”) in order to provide regional police services for said municipalities; and

WHEREAS, the power to create such a police department is granted by the Constitution of the Commonwealth of Pennsylvania, Article IX, Section 5, et seq.; and

WHEREAS, there have been concomitant increases in public safety problems tending to obliterate historical municipal boundaries in the enforcement of laws of the Commonwealth of Pennsylvania and the ordinances of the several municipalities exists; and

WHEREAS, there is a continued need for uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of the municipalities; and

WHEREAS, the areas of the municipalities, party to the Agreement, is an area for small police departments operating independently of each other, and

WHEREAS, coordination and integration of the exercise and discharge of the police powers in the municipalities is desirable, and

WHEREAS, the governing bodies of East Donegal Township, Conoy Township and Marietta Borough have enacted ordinances which manifest a genuine interest in safer communities through improved police service; and

WHEREAS, the participating municipalities have determined that the provisions of police service across historical municipal lines will increase their ability to preserve and protect the public safety and welfare of the residents of the entire area; and

WHEREAS, the duly elected public officials of the participating municipalities desire a full and complete police program that contains the components of adequate police service; and

WHEREAS, it is the desire of the aforesaid municipalities to enter into this Agreement for the purpose of having available for use throughout the territorial limits of all participating municipalities the service of police employed by any and all of the said municipalities under the terms and conditions hereinafter set forth; and

WHEREAS, cooperation among the adjoining and adjacent municipalities if the proper exercise and discharge of their governmental powers, duties, and functions, and it is provided in the Constitution of the Commonwealth of Pennsylvania in Article IX, Section 5, as well as the Intergovernmental Act of July 12, 1972, P.L. 180, as amended (53 P.S. Section 481 et seq.).

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter contained, the parties hereunto intending to be legally bound hereby, have agreed as follows, TO WIT:

ARTICLE I

TERM OF AGREEMENT

The term of this Merger Agreement shall be for a period commencing on _____, 2019 at 12:01 a.m. (hereinafter the “effective date”), and continuing until two or more said municipalities withdraw from this Agreement in the authorized manner provided herein. All parties hereby agree to remain in the Susquehanna Regional Police program for the duration of the current Susquehanna Regional Police Department contract (Jan. 1, 2019 – Dec. 31, 2026). If any municipality voluntarily withdraws from this agreement prior to Dec. 31, 2026, said municipality shall completely fulfill all of their financial obligations to the Commission and the Susquehanna Regional police Department through the remainder of the current Susquehanna Regional Police Department contract. It is also agreed upon that all obligations, benefits, retirement pension, and healthcare must be paid to the Commission proportionately by all participating municipalities. If a municipality voluntarily withdraws, these obligations will remain in effect until the retirement or separation of current police employees at the time such municipality withdraws. All participating municipalities shall be obligated to fund the retirement pension and healthcare benefits based on the established percentage of contribution obligation formula. In the event that all municipalities withdraw from the Regional Police program, a third-party trust will be established to administer the retirement pension and healthcare benefits of qualifying police employees.

ARTICLE II

POLICE DEPARTMENT BOUNDARIES

All mutual municipal boundaries of the participating political subdivisions shall be obliterated for the purposes of police services, so that a single police district

comprising the total geographic area of East Donegal Township, Conoy Township, and Marietta Borough is established, hereinafter known as the Susquehanna Regional Police Department. At no time will there be less than two (2) Officers on duty in the consolidated region not counting the Chief. The Regional Department will provide 24 hour coverage to East Donegal Township, Conoy Township and Marietta Borough.

ARTICLE III

JOINT POLICE COMMISSION

Section A. The Susquehanna Regional Police Department shall be under general supervision of a joint Commission to be known as the Susquehanna Regional Police Commission (the “Commission”) consisting of one (1) representative and one (1) alternate from each municipal party to this Agreement, provided that when additional municipalities become party to the Susquehanna Regional Police Department, each such municipality then joining shall have the same number of members on the Commission as each municipality already a member of the Susquehanna Regional Police Department. The municipalities shall determine and appoint said representatives by resolution, and shall notify the Commission and all said municipalities of their respective appointments.

Section B. The representative and the alternate representative from each municipality shall be appointed by the respective municipality.

Section C. The governing body of each municipality shall appoint the member of the Susquehanna Regional Police Department Commission to represent it for a recommended term of two (2) years or such lesser time as determined by such municipality in its sole discretion from time to time, and such representatives shall serve at the will of their respective governing body. The term of office shall commence on the date of the reorganizing meeting of the governing body of the municipality.

Section D. If a member of the Commission is separated from their elected or appointed office, for any reason, or is absent or incapacitated such that he or she does not attend two (2) consecutive monthly meetings of the Commission without a reason acceptable to the governing body of such representative’s municipality, his or her position on the Commission will automatically become vacant and the governing body of the municipality shall make an appointment to the unexpired term or interim term. Each municipality shall appoint an alternate representative to the Commission to sit in for the representative if, for any reason, he or she cannot attend the regularly scheduled meetings.

Section E. The officers of the Commission shall be Chair, Vice-Chair, Secretary and Treasurer, their duties as prescribed by Roberts Rules of Order, Revised. Each officer shall serve for a two-year term with the position of Chair rotating among the Commission members every two years.

Section F. The members of the Commission shall serve without compensation.

Section G. The Commission's fiscal year shall be from January 1 through December 31 each year.

ARTICLE IV

MEETINGS

Section A. Their first meeting if the year shall be within ten (10) days following the reorganization meeting of the municipalities' governing bodies who are a party to this Agreement. This meeting shall be called by the Chair. Thereafter, the Commission shall meet once a month at a place and time set by the Commission. The first order of business shall be organization of the board. The Commission shall select a Chair (who will sit for two years), Vice-Chair, and Secretary-Treasurer from its members. Second order of business shall be setting a regular monthly meeting (for the current year), time and place to be fixed by the Commission. The organization meeting shall be considered a regular monthly meeting for the transaction of such business as comes before it. An affirmative vote of a majority of the entire Commission shall be necessary in order to transact any business. The rotation of the chair will begin with the current Chair, East Donegal Township, who will continue to be Chair through Dec. 31, 2021. The Chair position will then be held by Conoy Township for two years, then Marietta Borough for two years, and then East Donegal Township for two years and will continue to rotate in this manner in the future.

Section B. Special or re-scheduled regular meetings of the Commission may be scheduled by resolution of the Commission fixing date, time and place of each meeting. Special or re-scheduled regular meetings may also be called by the Chair and shall be called at written request by any two or more members of the Commission. The call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such a date, time and place as shall be designated in the call of the meeting. Written notice of each such special or re-scheduled meeting shall be given, at least twenty-four (24) hours prior to the time named for the meeting to each member of the Commission who does not waive such notice in writing, and shall comply in all other respects to the Sunshine Law.

Section C. The majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting which a quorum is present shall be the action of the Commission. Voting on all questions shall be taken by a show of hands or voice vote, provided, however, that the Chair may on his/her own motion, or shall at the request of

another member, cause a vote to be taken by roll call. The parliamentary procedure of the Commission shall be governed by Roberts Rules of Order, Revised.

Section D. The secretary shall maintain an accurate record of the minutes of the meeting, regular or special, and other records designated by the Chair or the Commission; and further, that such minutes and records shall at reasonable times be open for inspection by any citizen of the participating municipalities.

Section E. The Susquehanna Regional Police Commission may appoint and Assistant Secretary and an Assistant Treasurer—who need not be members of the Commission, who may be the same individual, and who shall hold the position of Assistant Secretary or Assistant Treasurer at the pleasure of the Board. The Assistant Secretary shall assist the Secretary in the performance of his or her duties; shall perform the duties and exercise the powers of the Secretary in the event of the absence or unavailability of the Secretary; and shall perform such other duties and have such other powers as the Board may determine. The Assistant Treasurer shall assist the Treasurer in the performance of his or her duties; shall perform the duties and exercise the powers of the Treasurer in the event of the absence or unavailability of the Treasurer; and shall perform such other duties and have such other powers as the Board may determine.

ARTICLE V

APPORTIONMENT FORMULA

Apportionment Formula				
Apportionment Factors	Municipalities Percentage of Region's Total Population	Municipalities Percentage of Region's Total Number of Incidents	Municipalities Percentage of Region's Total Time	Municipalities Percentage of Region's Total Road Miles
Weighted Average of Total	30%	35%	25%	10%

All costs for area-wide police services shall be apportioned annually on an equitable basis in accordance with determinations arrived at by the members of the governing bodies per the formula specified in this paragraph. Each municipal participant shall be responsible for their respective share of said costs and expenses based upon the average of the following four factors for each municipal participant: (1) Each municipality's population (30%) divided by the total population of all of the municipalities (based upon the most recent school census); (2) Each municipality's

number of incidents (35%) divided by the total number of incidents handled by the Department for all of the municipalities; (3) The time spent in each municipality (25%) based on the total time spent in all of the municipalities; and Each municipalities road miles (10%) based on the total road miles for all of the municipalities. This data for time, incidents, and road mileage will be collected from the preceding end of year reports. Population will be collected annually, with the data collected on the last business day closest to September 1. This formula will be utilized for budgetary purpose.

ARTICLE VI

FINANCE

Section A. The Chief of Police at the direction of the Commission shall prepare an annual budget which shall be submitted for consideration and approval to each of the participating governing bodies not later than October 1 each year; and if approvals by all the participating municipalities have not been consummated by December 31 of each year, the prior year's budget shall be operative until a majority of the participating municipalities have given their approvals to the Commission. Each municipal party to this Agreement shall release to the Treasurer, proportionate shares of the annual budget appropriations in twelve (12) equal monthly installments beginning January through December each year.

Section B. All monies of the Susquehanna Regional Police Department, from whatever source derived, shall be paid to the Treasurer of the Commission. Said monies shall be deposited by the Treasurer in a specific account in a bank located in one of the participating municipalities. The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligation of the USA or of the Commonwealth, or of the municipalities creating the Susquehanna Regional Police Department, having an aggregate market value at all times at least equal to the balance on deposit of such account. The monies in said account shall be paid out on the warrant or other order of the Treasurer of the Commission, or of such other person as the Commission may lawfully authorize to execute such warrants or orders. The Treasurer of the Commission shall give bond in such sum as approved by the Commission, and the premiums shall be paid by the Commission.

Section C. All fines paid to a District Justice or a Court of Common Pleas pursuant to citations issued by the police officers of the Susquehanna Regional Police Department and all other revenues generated thereby shall be retained by the Commission and/ or paid over to the Commission by any municipality receiving such monies from the District Justice or Court of Common Pleas without any credit being issued for municipal contributions required under Article V. These revenue sources, however, shall not include: (1) fines, costs, or other similar amounts received or generated by citations

issued, fines imposed, or other actions taken by non-police employees of the municipalities; and (2) non-fine revenue generated by parking meters (fines generated for parking violations, however, shall be paid to the Commission).

Section D. Investment Policy

1. Executive Overview

The purpose of the Investment Policy Statement is to create a written document of guidelines and standards used in the selection of the portfolio's investments, to provide the basis for ongoing monitoring of the portfolio, and the periodic evaluation of the investments as well as the investment advisor.

2. Duties and Responsibilities

All three standing members of the Susquehanna Regional Police Commission (herein after the "Commission") shall appear on the investment account. The current Chairman of the Commission or an appointed Commission member will be the point of contact between the Commission and the investment advisor. He/She will communicate issues such as moving funds, both in and out of the investment account, changes in risk tolerance, changes in investment objectives, as well as change in liquidity needs and investment time horizons.

Decisions as to investment selection, timing of investments and investment position sizes will be based on the discretion of the investment advisor in keeping with the asset allocation guidelines.

3. Movement of Funds

In order to facilitate movement of money into or out of the investment account a majority vote of the Commission is required. However; any paperwork on documents that must be signed to establish the brokerage account or to amend or update the brokerage account will require the signatures of all three Commission members.

4. Portfolio Review

The Commission will review the portfolio and its performance on a quarterly basis. The investment advisor will provide statements to the Commission at a minimum of quarterly and preferably monthly. The investment advisor will meet with the Commission semi-annually or more frequently at the Commission's discretion.

Section E: The Susquehanna Regional Police Department, through its Commission, shall file an annual report covering its police work with all the municipalities constituting the Commission by February 15th of each year. The Commission shall have its books, accounts, and records audited bi-annually by a Certified Public Accountant. A financial review will be performed in the off years by a Certified Public Account. A copy of the audit or review will be attached to the aforesaid

annual report. If the Commission fails to make such an audit, then the Comptroller, auditors, or accountants designated by any one or all of the participating municipalities shall be authorized from time to time to examine the books for the Commission and the Susquehanna Regional Police Department including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of Pennsylvania shall have the right to examine the books, accounts, and records of the Department and Commission.

ARTICLE VII

JURISDICTION AND POWER

Section A. The Commission shall provide supervision and direction to all of the police activities of the district, providing police services as required in each participating municipality which may include investigation of all crimes and complaints within said municipalities, assistance in the enforcement of the ordinances in the municipalities, and all other services normally provided by a municipal police department.

Section B. The Susquehanna Regional Police Department police officers and civilian personnel shall be under the direct supervision of a Regional Police Chief who shall report to the Commission.

Section C. The Police Chief will be responsible for administering payroll, fringe benefits (e.g. insurance), retirement, pension, and all other personnel administrative matters in accordance with the policies established and direction provided by the Commission. Collective bargaining, if applicable, shall be negotiated by the Commission.

Section D. All appointments, removals, promotions and suspensions shall be made by the Commission pursuant to the pertinent codes and applicable laws of the Commonwealth of Pennsylvania.

Section E. The Commission shall make and implement uniform policies on wages, hours, conditions and terms of employment, and other matters relating to effective police services, consistent with the laws of the Commonwealth of Pennsylvania.

Section F. The Commission shall adopt a written police personnel policy covering, at a minimum, all the sections of this Article and make the same available for distribution to the parties to this agreement.

Section G. The funds from the Foreign Casualty and Insurance Company (Act of May 12, 1943 P.L. 259 as amended or any other act subsequently enacted and covering the same matters) and distributed to the participating municipalities by the Commonwealth of Pennsylvania shall be forwarded by the parties to this Agreement to the Commission for the purposes authorized under such act governing the operation of

police pension funds, and the amount forwarded shall be credited against the proportionate share of the total cost to be paid by the parties to this Agreement.

Section H. The Commission shall have this power, but not the obligation, to enter into contracts for policies of group insurance or other employee benefits.

ARTICLE VIII

PROPERTY

Section A. All existing police equipment, materials, and supplies of the Susquehanna Regional Police Department is solely owned by the Susquehanna Regional Police Department and the Commission.

Section B. In the event that this Agreement is dissolved, such equipment, materials, property and supplies retained or owned by the Department or Commission shall be appraised by appraisers appointed by the parties to this Agreement for purposes of determining the fair market value of the equipment, materials, property and supplies. If any municipality wishes to purchase any property owned by the Department or Commission upon dissolution, such property may be purchased at the stated appraised value. Any remaining property will be sold at sale and any proceeds will be distributed in the aforesaid proportion.

Section C. The Commission shall have the specific authority to enter into contracts to buy and sell equipment and other necessary property, obtain grants, lease and/ or purchase real property, and to enter other contracts for purposes consistent with this Agreement and providing police protection, and effect any other action not encompassed or authorized by the Agreement but approved by all governing bodies of the municipalities that are parties to this Agreement.

ARTICLE IX

POLICE HEADQUARTERS

The central police headquarters for the Susquehanna Regional Police Department shall be located adjacent to the East Donegal Township Municipal building at 188 Rock Point Road Marietta, East Donegal Township, PA, until such time as the Commission determines otherwise.

ARTICLE X

POLICE RECORD SYSTEM

The Department shall establish and maintain control a complete and up-to-date uniform police record system.

ARTICLE XI

DEPUTIZATION, IMMUNITY, AND CLAIMS

Section A. Sworn Officers of the Susquehanna Regional Police Department have lawful police duties, obligations, and jurisdiction among and in East Donegal Township, Conoy Township, and Marietta Borough.

Section B. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the participating municipalities within their boundaries shall extend to their participation in police services outside their boundaries.

Section C. The Commission shall maintain adequate liability insurance and errors and omissions insurance coverage (and such other insurance coverage deemed necessary by all parties to their Agreement) against claims arising out of the Commission's and its member activities and the police activities of each participating municipality rendering police duty or service hereunder in its own and outside its municipal boundaries. Each participating municipality hereby waives any and all causes of action or claims against the Commission and its members that may arise out of their police activities and in the case of municipalities participating hereunder within or outside of their respective municipal boundaries while rendering police service or duty under this Agreement. Each party to this Agreement and the Commission further agrees to cause any insurance policy giving liability coverage against claims arising out of its police activities, and in the case of municipalities participating hereunder whether within or outside of its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this Agreement as to any and all causes of action or claim against all other participating municipalities hereto which may arise out of their police activities hereunder. Section D. For the purposes of liability in actions arising out of regional police services, all participating municipalities shall be proportionately liable for actions against any municipality, the Commission, and the Susquehanna Regional Police Department for services lawfully provided pursuant to the Merger Agreement. The proportion of liability shall be in the same proportion as the actual expense of the participating municipalities as described in Article V in effect during the period of police services in question.

ARTICLE XII

JOINER OF ADDITIONAL MUNICIPALITIES

Section A. Additional municipalities may become party to this Agreement upon application to the Commission, approval of all the then participating municipalities, and proper acceptance of the provisions of this Agreement and joiner in this Agreement by the applicant municipality. The Commission and the then participating municipalities reserve the right to reject any or all applications for any reason or without reason, and to act in the best interest of the Commission.

Section B. The Commission may permit the purchase of services by non-participating municipalities on the terms mutually agreed upon by the participating municipalities and the Commission.

ARTICLE XIII

PENSION

Section A. All obligations, benefits, retirement pension, and healthcare must be paid to the Commission proportionately based on the formula set forth in Article V above by all participating municipalities. If a municipality voluntarily withdraws, these obligations will remain in effect until the retirement or separation of current police employees at the time such municipality withdraws. All participating municipalities shall be obligated to fund the retirement pension and healthcare benefits based on the established percentage of contribution obligation formula. In the event of complete dissolution of the Regional Police program, a third-party trust will be established to administer the retirement pension and healthcare benefits of qualifying police employees.

ARTICLE XIV

INTERPRETATION OF AGREEMENT

Section A. All differences arising out of the interpretation of this Agreement, which cannot be mutually resolved among the municipalities who are parties to this Agreement, shall be submitted to binding arbitration that shall be conducted in accordance with the Pennsylvania Uniform Arbitration Act (42 Pa. C.S.A. 7301 et seq.) except that each party shall have the right, in addition to those rights set out in the Pennsylvania Uniform Arbitration Act, to appeal to the appropriate courts of the Commonwealth any error of law or claiming that the award is the result of fraud, corruption, serious misconduct or abuse of discretion committed by the arbitrator, otherwise, the decision of the arbitrator shall be final and binding on all parties.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section A. This Agreement may be amended only by a written instrument signed by all participating municipalities that are parties to this Agreement.

Section B. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Section C. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of said municipalities that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section D. The municipalities who are parties to this Agreement have each enacted an ordinance pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effecting this Agreement.

Section E. This Agreement may be executed in any number of counterparts, each of which shall be deemed or original, but all of which shall constitute one and the same Agreement.

Section F. When the sense so requires, words of the gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

Section G. As an independent, nonprofit, unincorporated association, the Department, and the Commission, shall not be governed by city, borough, or township codes, including but not limited to the Borough Code, Second Class Township Code, and the Police Tenure Act. The Department and the Commission may, in its sole discretion, look to such codes for guidance and discretion in handling its affairs; however, in doing so, they shall not be deemed in any fashion to have adopted or become bound to abide by said laws or codes by implication or past practice. Except as otherwise provided herein, the Department and Commission shall abide by the provisions of the Local Agency Law, 2 Pa. C.S.A. 101 et seq

ARTICLE XVI

TERMINATION

Withdrawal from this Agreement by any single party to it shall not terminate the Agreement among the remaining parties. This Agreement shall be perpetual until the Commission determines a need or reason to revisit it.

EAST DONEGAL TOWNSHIP
CHAIR

SECRETARY

CONOY TOWNSHIP
CHAIR

SECRETARY

MARIETTA BOROUGH
MAYOR

SECRETARY