

# AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_ 2014 by and between the City of York, 101 South George St, York Pennsylvania 17401 (hereinafter "City"), Spring Garden Township, a first class township with offices located at 558 South Ogontz St., York Pennsylvania 17404 (hereinafter "Township"), and York College of Pennsylvania (Herinafter "College") located at 441 Country Club Road, York Pennsylvania 17403.

WHEREAS, the Township and the City are neighboring municipalities, and

WHEREAS, both municipalities employ a full-time police force, and

WHEREAS, the property owned, used and maintained by the College at 401 W. Jackson Street, York Pennsylvania 17403 (the "Property") is located partially within the jurisdictional confines of the Township and partially within the jurisdictional confines of the City; and

WHEREAS, THE Township and the City wish to clarify and confirm which municipal police department shall assume primary jurisdiction for police services rendered and provided at the Property; and

WHEREAS, this agreement shall become effective and be in force when adopted as an Ordinance by both City and Township in accordance with the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S.A. 2301 et seq, and by a resolution of the Board of Trustees of the College.

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

1. Township agrees through its police department to provide police protection and services for all incidents and situations that occur at the Property.
2. With respect to all incidents and requests for services which occur at the Property and which require police response, Township police officers shall have primary jurisdiction to respond to such incidents and requests for services whether the incidents occur on that portion of the property located within the jurisdictional boundaries of the Township or on that portion of the property located within the jurisdictional boundaries of the City. Further, the ranking Township police officers responding to such incident or request for service shall assume command and control of all police officers responding to an incident occurring at the Property and the Township police shall retain command of all responding police officers until the incident has been resolved or until such time as the Township relinquishes command to another police agency.
3. The City shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any Township personnel performing services under this Agreement or for any liability other than that provided for in this Agreement.
4. Except as otherwise provided herein, City shall not be liable for compensation for or indemnity to any Township officer or employee for injury or sickness arising out of services performed pursuant to the terms of this Agreement.

5. Except as otherwise provided herein, Township shall not be liable for compensation for or indemnity to any City officer or employee for injury or sickness arising out of secondary assistance services performed on the Property.
6. The parties hereto agree that the police officers employed by Township are under the exclusive supervision and control of the Township and Township agrees as such employer, to be responsible for any acts or omissions of such police officers while performing services pursuant to the agreement to the same extent that Township may be responsible for such acts committed within its jurisdictional limits and agrees to indemnify and hold harmless City from any such liability as an employer on account of such acts or omissions.
7. The parties hereto agree that the police officers employed by the City are under the exclusive supervision and control of the City and City agrees as such employer, to be responsible for any acts or omissions of such police officers while performing secondary assistance services on the Property to the same extent that City may be responsible for such acts committed within its jurisdictional limits and agrees to indemnify and hold harmless Township from any such liability as an employer on account of such acts or omissions.
8. When a Township police officer responds to an incident or request for service located at the Property, the Township shall determine the amount of police time devoted to the incident and the amount of police services required to respond to such incident.
9. City shall pay to the Township the sum of One and 00/100 (\$1.00) Dollar per annum for the police services provided pursuant to this agreement.
10. The parties hereby acknowledge the terms and conditions of this agreement and consent to the Township's exercise of primary police jurisdiction over the Property, whether located within the jurisdictional confines of the Township or the jurisdictional confines of the City. Any and all criminal actions occurring on or at the Property shall be, for enforcement purposes, within Spring Garden Township and filed with the Magisterial Judge in and for the magisterial district assigned to the Spring Garden Township portion of the Property. Any and all fines, penalties, fees or other costs, of whatsoever kind or nature, levied or imposed as part of the disposition of any criminal matter shall be paid to and be the property of Spring Garden Township.
11. This Agreement shall be effective \_\_\_\_\_. 2014 and shall remain in full force and effect until terminated by any party. This agreement may be terminated by any party giving 90 days written notice of the termination of this agreement to the other two parties.