

Council of the City of York, PA
Session 2013
Bill No. 5
Ordinance No. 4

INTRODUCED BY  Henry Hay Nixon

DATE: June 4, 2013

AN ORDINANCE

Approving an Intergovernmental Cooperation Agreement for Law Enforcement Services by and between the City of York, Spring Garden Township, and the School District of the City of York.

WHEREAS, The City of York, a Third-Class city, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 101 South George Street, York Pennsylvania 17401, and Spring Garden Township, a First Class Township, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 558 South Ogontz Street, York Pennsylvania 17403 desire to enter into a Law Enforcement Services Agreement ("Agreement") and

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

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

WHEREAS, property owned, used and maintained by the School District of the City of York known as Phineas Davis Elementary School located at 300 South Ogontz Street, York Pennsylvania (the "Property"), is located within the municipal boundaries of the Township, and

WHEREAS, the parties wish to designate and authorize the City of York Police Department to have and assume primary jurisdiction for police services rendered to the Property; and

WHEREAS, in consideration of efficiency in police services to the School district of the City of York, the City desires to assume primary jurisdiction for police services rendered and provided to the Property; and

WHEREAS, the attached Agreement shall be entered into under the authority of the Intergovernmental Cooperation Agreement Act of July 12, 1972, No. 180 (53P.S. 481 et seq.), and

WHEREAS, this Agreement shall become effective and be in force when adopted as an Ordinance by both the Township and the City of York.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, this 16th day of July, 2013, by the Council of the City of York, York County, Pennsylvania, in lawful session duly assembled that:

1. The attached "Agreement for Law Enforcement Services" being an Intergovernmental Cooperation Agreement for law enforcement services is hereby approved and the appropriate officers of the City of York are hereby authorized to execute said Agreement to give it full force and effect.

PASSED FINALLY: **July 16, 2013**

BY THE FOLLOWING VOTE:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None, _____, _____, _____, _____

Carol Hill-Evans
Carol Hill-Evans, President of Council

ATTEST:

Dianna L. Thompson-Mitchell
Dianna L. Thompson-Mitchell, City Clerk

Presented to the Mayor for approval this 17th day of July 2013

Approved: C. Kim Bracey 7/18/13
Mayor Date

Vetoed: _____
Mayor Date

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This Agreement, made this 14th day of NOVEMBER 2012 by and between **SPRING GARDEN TOWNSHIP**, a first class township with offices located at 558 South Ogontz Street, York, Pennsylvania 17404 (hereinafter "Township"), the **CITY OF YORK**, a third class city with offices at One Marketway West, Third Floor, York, Pennsylvania 17401-1231 (hereinafter "City"), and the **SCHOOL DISTRICT OF THE CITY OF YORK**, with offices located at 31 North Pershing Avenue, York, Pennsylvania 17401 (hereinafter "District").

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 District at 300 South Ogontz Street, York, Pennsylvania 17403, known as Phineas Davis Elementary (the "Property") is located within the jurisdictional confines of the Township; and,

WHEREAS, the Township, the City, and the District wish to designate and authorize the City of York Police Department as the municipal police department that 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 District's School Board.

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

1. City 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, City police officers shall have primary jurisdiction to respond to such incidents and requests for services. Further, the ranking City police officers responding to such incident or request for service shall assume command and control of all police officers responding to any incident occurring at the Property and the City police shall retain command of all responding police officers until the incident has been resolved or until such time as the City 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 City personnel performing services under this Agreement or for any liability other than that provided for in this Agreement.

4. Except as otherwise provided herein, Township shall not be liable for or provide indemnity to any City officer or employee for injury or sickness arising out of services performed pursuant to the terms of this Agreement and City expressly agrees to indemnify and hold harmless Township for any claim arising from the same.

5. Except as otherwise provided herein, City shall not be liable for or provide indemnity to any Township officer or employee for injury or sickness arising out of secondary assistance services performed on the Property and Township expressly agrees to indemnify and hold harmless City for any claim arising from the same.

6. The parties hereto agree that the police officers employed by 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 services pursuant to this Agreement 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.

7. The parties hereto agree that the police officers employed by the 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 secondary assistance services on the Property 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.

8. When a City police officer responds to an incident or request for service located at the Property, the City shall determine the amount of police time devoted to the incident and the amount of police services required to respond to such incident.

9. Township shall pay to the City 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 City's exercise of primary police jurisdiction over the Property. Any and all criminal actions occurring on or at the Property shall be, for enforcement purposes, within Spring Garden Township and filed with the District Magisterial Judge in and for the magisterial district assigned to 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 by the City of York Police Department hereunder shall be paid to and be the property of the City of York.

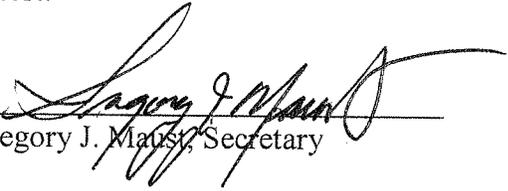
11. This Agreement shall be effective _____, 2012 and shall remain in full force and effect until terminated by any party. This Agreement may be terminated by any

party giving ninety (90) days written notice of the termination of this Agreement to the other two parties.

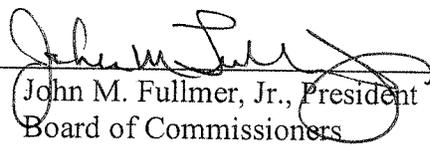
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective the date aforesaid after authorization by Ordinance No. 2012-21 of the Township, and by Ordinance No. of the City, and Resolution of the School District of the City of York.

Attest:

SPRING GARDEN TOWNSHIP



Gregory J. Maus, Secretary

By: 

John M. Fullmer, Jr., President
Board of Commissioners

Attest:

CITY OF YORK
York County, Pennsylvania

Dianna L. Thompson, City Clerk

By: _____
C. Kim Bracey,
Mayor of The City of York

Attest:

SCHOOL DISTRICT OF THE CITY OF YORK

By: _____
(Vice) President



Council of the City of York, PA

Session 2013

Bill No. 6

Ordinance No. 5

INTRODUCED BY: David Satterlee

DATE: **June 4, 2013**

AN ORDINANCE

Amending the York City Budget for the year 2013 by appropriating revenue and expenditures in the amount of \$252,288.00 for the Department of Public Works for a PA DEP Recycling Grant.

WHEREAS, the Department of Public Works has received a Recycling grant through PA DEP; and

WHEREAS, the capital fund budget must be adjusted to account for the increased revenue and expense; and

WHEREAS, the Finance Bureau has reviewed the budget and has determined that the budget should be amended to include this funding.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of York, Pennsylvania, that the City of York 2013 Budget is hereby amended in accordance with the following schedule:

Account	Description	Original		Revised	
		Revenue	Expense	Revenue	Expense
50-424-34150-10182	State Government Revenue	\$0		\$230,044.00	
50-424-39090-10182	Transfer from General	\$0		\$ 22,244.00	
50-424-45300-10182	Other Supplies		\$0		\$209,240.00
50-424-46100-10182	Vehicle / Equipment		\$0		\$ 43,048.00
Total				\$252,288.00	\$252,288.00

PASSED FINALLY: **July 16, 2013**

BY THE FOLLOWING VOTE:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None

Carol Hill-Evans
Carol Hill-Evans, President of Council

Dianna L. Thompson-Mitchell
Dianna L. Thompson-Mitchell, City Clerk

Presented to the Mayor for approval this 17th day of July 2013

Approved: C. Kim Bracy Mayor 7/18/13 Date

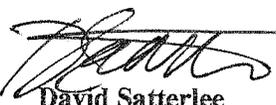
Vetoed: _____ Mayor _____ Date

Council of the City of York, PA

Session 2013

Bill No. 7

Ordinance No. 6

INTRODUCED BY:  David Satterlee

DATE: June 4, 2013

AN ORDINANCE

Amending the York City Budget for the year 2013 by appropriating revenue and expenditures for the Department of Public Works in the amount of \$179,200.00 for a PennDot Automated Red Light Enforcement Grant.

WHEREAS, the Department of Public Works has received an Automated Red Light Enforcement grant through Penn DOT; and

WHEREAS, the capital fund budget must be adjusted to account for the increased revenue and expense; and

WHEREAS, the Finance Bureau has reviewed the budget and has determined that the budget should be amended to include this funding.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of York, Pennsylvania, that the City of York 2013 Budget is hereby amended in accordance with the following schedule:

Account	Description	Original		Revised	
		Revenue	Expense	Revenue	Expense
50-420-34150-10183	State Government Revenue	\$0		\$179,200.00	
50-420-42010-10183	Engineering		\$0		\$ 37,500.00
50-420-45290-10183	Traffic Controller		\$0		\$141,700.00
	Total			\$179,200.00	\$179,200.00

PASSED FINALLY: **July 16, 2013**

BY THE FOLLOWING VOTE:

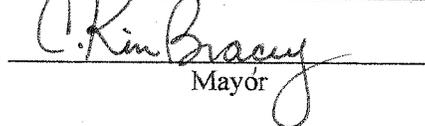
YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None


Dianna L. Thompson-Mitchell, City Clerk


Carol Hill-Evans, President of Council

Presented to the Mayor for approval this 16th day of July 2013

Approved: 
Mayor

7/18/13
Date

Vetoed: _____
Mayor

Date