

**FAWN GROVE BOROUGH
YORK COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2014-03

AN ORDINANCE OF FAWN GROVE BOROUGH, YORK COUNTY, PENNSYLVANIA, ENACTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTHERN REGIONAL POLICE DEPARTMENT AND THE BOROUGH OF FAWN GROVE, YORK COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF PROVIDING LAW ENFORCEMENT SERVICES TO THE SOUTH EASTERN SCHOOL DISTRICT.

WHEREAS, the Borough of Fawn Grove ("Fawn Grove") entered into an Intergovernmental Agreement, dated November 7, 2011, with the Borough of Stewartstown ("Stewartstown"), authorizing the Stewartstown Police Department to provide certain police services to various buildings and property, and on school transportation vehicles owned by the South Eastern School District (the "District"), within the jurisdictional and territorial limits of Fawn Grove; and

WHEREAS, Stewartstown joined the Southern Regional Police Department (the "Department"), effective January 1, 2014 and Fawn Grove and the Department desire to enter into an Intergovernmental Agreement (the "Agreement") to allow the Department to provide police services to the District upon the terms and conditions as set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of Fawn Grove, York County, Pennsylvania, under the authority of law providing for intergovernmental cooperation, 53 Pa. C.S.A. § 2301 et seq., and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, that:

SECTION 1: The above-referenced Intergovernmental Agreement, as set forth in the attached Exhibit "A" is hereby enacted.

SECTION 2: The Borough Council President of the Borough of Fawn Grove is hereby authorized and empowered to execute any and all documents necessary to enter into the Agreement as set forth in the attached Exhibit "A."

SECTION 3: Any and all ordinances or parts thereof inconsistent herewith are hereby repealed in whole or in part.

SECTION 4: This Ordinance shall become effective immediately.

ENACTED AND ORDAINED THIS 1st day of April, 2014.

ATTEST:

FAWN GROVE BOROUGH COUNCIL

Cathy E. Kirkwood
Secretary

Jordan M. Fadden
President

[BOROUGH SEAL]



Approved this 1st day of April, 2014.

Bradley M. Frey
Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE SOUTHERN REGIONAL
POLICE DEPARTMENT AND THE BOROUGH OF FAWN GROVE**

THIS AGREEMENT, dated the _____ day of _____ 2014, by and between the Southern Regional Police Department, a regional police department operating within the County of York, Commonwealth of Pennsylvania (the "Department") and the Borough of Fawn Grove, a Pennsylvania Municipal Corporation, being a Borough in the County of York, Commonwealth of Pennsylvania ("Fawn Grove").

WITNESSETH:

WHEREAS, the Borough of Stewartstown, County of York, Commonwealth of Pennsylvania ("Stewartstown") entered into a Contract for the Provision of Police Services with South Eastern School District (the "District"), dated August 19, 2010, pursuant to which Stewartstown provided police services to the District in accordance with the terms thereof; and

WHEREAS, the District is located within the jurisdictional and territorial boundaries of Fawn Grove; and

WHEREAS, Stewartstown and Fawn Grove entered into an Intergovernmental Agreement, dated November 7, 2011, which Agreement recognized that the District has certain buildings and properties, and school transportation vehicles that travel over certain public roadways in Fawn Grove, and Stewartstown and Fawn Grove wished to authorize the District to utilize certain services of the Stewartstown Police Department in and on the District buildings and property, and on the school transportation vehicles under certain circumstances; and

WHEREAS, Stewartstown joined the Department, as evidenced by the Southern Regional Police Department Amended and Restated Joint Municipal Agreement for Law Enforcement Services, effective January 1, 2014; and

WHEREAS, the Department has entered into a contract, entitled Contract for Services Between Southern Regional Police Department and South Eastern School District, dated _____ and incorporated herein by reference ("Contract"), pursuant to which the Department provides police services to the District, as set forth in more detail the Contract; and

WHEREAS, the Department and the District recognized the same needs as set forth above for an intergovernmental agreement to authorize the District to utilize certain services of

the Department in and on the District buildings and property, and on the school transportation vehicles under certain circumstances located within the jurisdictional and territorial limits of Fawn Grove.

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:

1. The foregoing recitals are incorporated into, and made an integral part of, this agreement, as if fully set forth in the terms hereof.

2. Fawn Grove hereby grants to the Department the power and permission to enter into Fawn Grove for the limited purpose of providing its services under the Contract, the stated purpose of which is for the Department to provide a School Resource Officer, and such other police services set forth in more detail in paragraphs B. I. and B.2. of the Contract ("Services").

3. Such Services shall include, without limitation, the power of arrest, within and upon District buildings or property located within Fawn Grove, and on school transportation vehicles while such vehicles are located within Fawn Grove (collectively "Facilities").

4. This grant of authority and power shall include, without limitation, plenary powers, rights, and privileges of municipal police officers permitted under the Municipal Police Officers Jurisdiction Act, within and upon all Facilities, and shall include the right and power to traverse Fawn Grove's roads in furtherance and performance of those duties. This grant of power in this Agreement shall not be construed as providing or authorizing police services within Fawn Grove which are not granted by this Agreement, or the Contract.

5. Fawn Grove does not intend that this grant of power extend beyond said Facilities, and in no way shall this Agreement be construed to grant any additional powers not specifically set forth in this Agreement. Further, Fawn Grove does not intend that this Agreement shall, nor shall it be construed to, grant to the Department any powers not otherwise provided by statute outside or off of the Facilities, unless directly related to its authority under this Agreement.

6. The parties hereto agree that, for the purposes of this Agreement, notwithstanding the title of "School Resource Officer" under the Contract, members of the Department are not "school police officers" as defined by the Public School Code of 1949, as amended, 24 P.S. § 7-778. In this regard, such School Resource Officer, as defined in the Contract, are and shall be regarded for all legal purposes as employees of the Department, who are ultimately accountable to the Chief of Police of the Department.

7. The parties hereto agree that neither Fawn Grove nor its officers, agents, employees, heirs, successors, or assigns shall be liable for the acts, errors, or omissions of any police officer, agent, or employee of the Department, which occurs within the course and scope of the performance of the contractual duties and services established in the Contract, including while traversing the streets of Fawn Grove in the performance of those duties and services. The Department shall hold harmless and indemnify Fawn Grove, its employees, agents, officers, or assigns, against any and all claims whatsoever, and shall bear solely the cost of all lawsuits, judgments, attorney's fees, or other costs which may arise pursuant to the Contract or the authority provided in this Agreement.

8. In the event and to the extent that any of the terms of the Contract and this Agreement are in conflict, then this Agreement shall apply within the jurisdictional and territorial limits of Fawn Grove. It is intended that the powers granted to the Department by this Agreement shall be narrowly construed within Fawn Grove to the specific powers enumerated in the Contract to the extent modified by this Agreement.

9. A committee shall be formed within three (3) months of the signing of this Agreement to address grievances of any of the municipalities in the South Eastern School District, the Department, the District, or any citizen residing within the territorial limits of the District (the "Committee"). Such grievances shall be limited to the services provided pursuant to the Contract, and the Contract as modified within the jurisdictional and territorial limits of Fawn Grove. The Committee shall consist of:

- a. One (1) representative from each municipality in the District, each appointed by the governing body of the municipality;
- b. One (1) representative of the Department, appointed by the Chief of the Department, and approved by the Southern Regional Police Commission (the "Commission"); and
- c. One (1) representative of the District, appointed by the School Board.

The members of the Committee shall serve at the pleasure of his or her respective appointing bodies, until such appointing bodies shall replace said member.

10. The Committee shall consist of duly appointed members, so that the failure of any authorized party to appoint a member to the Committee shall not prevent the Committee from performing its authorized functions, as set forth in paragraph 9 above. A quorum at any meeting of the Committee shall consist of at least three (3) members. A majority of the Committee shall consist of one-half (1/2) the number of Committee members present at any meeting at which a quorum is present, plus one.

11. The Committee shall not have the power to rule on or arbitrate issues involving personnel matters of the Department. The Committee shall meet as needed or as issues arise with regard to the Contract or this Agreement. Once the Committee meets and discusses the issues related to the Contract or this Agreement, the Committee shall send a written report to the Department and the Commission, who shall together address the issues in the report.

12. This Agreement shall run concurrently with the Contract, and shall automatically terminate upon the termination of the Contract, except as otherwise provided in this paragraph. In the event that the Department and the District enter into a new or modified contract(s), then, within seven (7) days after the Department executes such contract, it shall provided Fawn Grove with a written, signed copy of the same. Fawn Grove shall have the right to: 1) ratify the new contract as it is written; 2) modify this Agreement to address the application of certain provisions within Fawn Grove; or 3) terminate this Agreement. In the event that the Department and Fawn Grove are unable, within seventy-five (75) days after receipt of any new agreement, to agree on modifications, then this Agreement shall become void. Otherwise, the Agreement shall remain in effect, and shall only be modified, altered, or amended as set forth in this paragraph and paragraph 13 below.

13. Any modifications of this Agreement shall be approved by Resolution of the governing bodies of the respective parties.

14. This Agreement, and any modifications as set forth in the preceding two (2) paragraphs, shall become effective when the last of the parties has, after having taken all required action by law, executes it upon approval by their respective governing bodies.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have hereto set their hands and seals the days and dates written below.

ATTEST:

**THE BOROUGH OF FAWN GROVE, YORK
COUNTY, PENNSYLVANIA**

Secretary

By: _____
President, Fawn Grove Borough Council

Date: _____

(SEAL)

ATTEST:

**SOUTHERN REGIONAL POLICE
COMMISSION**

Secretary

By: _____
Chairman, Southern Regional Police
Commission

Date: _____