

**Township of Slippery Rock  
Butler County, Pennsylvania**

**Ordinance # 2005-1**

**AN ORDINANCE OF THE TOWNSHIP OF SLIPPERY ROCK, BUTLER COUNTY, PENNSYLVANIA, ENTERING INTO AN AGREEMENT AUTHORIZING POLICE OFFICERS FROM SLIPPERY ROCK BOROUGH TO RESPOND TO CERTAIN POLICE NEEDS WITHIN SLIPPERY ROCK TOWNSHIP AS REQUESTED BY 911 EMERGENCY MANAGEMENT AND/OR THE PENNSYLVANIA STATE POLICE.**

**Witnesseth:**

**WHEREAS**, Slippery Rock Township and Slippery Rock Borough desire to enter into an agreement authorizing police officers from Slippery Rock Borough to respond to certain police needs within Slippery Rock Township as requested by 911 Emergency Management and/or the Pennsylvania State Police; and

**WHEREAS**, under the Intermunicipal Cooperation Act of the Commonwealth of Pennsylvania, such an Agreement must be advertise as an Ordinance prior to adoption.

**NOW, THEREFORE, BE IT ORDAINED BY THE SLIPPERY ROCK TOWNSHIP BOARD OF SUPERVISORS AS FOLLOWS:**

Section 1. Slippery Rock Township is hereby authorized to enter into an Intermunicipal Police Agreement with the Borough of Slippery Rock wherein Slippery Rock Borough Police will be authorized to perform certain police services within the Township of Slippery Rock.

Section 2. The said Agreement provides for the payment of services by Slippery Rock Township to Slippery Rock Borough.

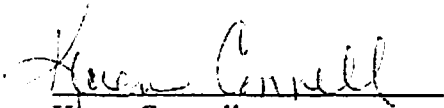
Section 3. The Agreement further provides that the Slippery Rock Borough shall be responsible for paying all remuneration to Slippery Rock Borough Police for all work performed thereunder, as well as to hold Slippery Rock Township harmless for any liability from wrongful acts of Slippery Rock Borough in the performance of its duties therein.


Section 4. A full and complete copy of the Agreement may be obtained at the office of the Secretary of Slippery Rock Township located at 155 Branchton Road, Slippery Rock, Pennsylvania, 16057, between the hours of 7:30 a.m. and 4:00 p.m.

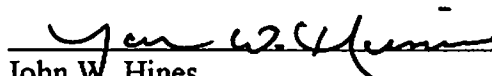
The Township of Slippery Rock ordains and enacts and it is hereby ordained and enacted into law by the Slippery Rock Township Board of Supervisors this the 25<sup>th</sup> day of July, 2005.


ATTEST:

SLIPPERY ROCK TOWNSHIP BOARD OF SUPERVISORS

  
Karen Connell  
Secretary

  
Paul A. Dickey  
Chairman

  
John W. Hines  
Vice-Chairman



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Robert D. Hesselgesser  
Supervisor

This ordinance is approved this the 25<sup>th</sup> day of July, 2005.

**TOWNSHIP OF SLIPPERY ROCK, BUTLER COUNTY, PENNSYLVANIA**

**ORDINANCE #2005-1**

**THE TOWNSHIP OF SLIPPERY ROCK  
AND  
THE BOROUGH OF SLIPPERY ROCK**

**AN ORDINANCE OF THE TOWNSHIP OF SLIPPERY ROCK, BUTLER COUNTY, PENNSYLVANIA, ENTERING INTO AN AGREEMENT AUTHORIZED POLICE OFFICERS FROM SLIPPERY ROCK BOROUGH TO RESPOND TO CERTAIN POLICE NEEDS WITH SLIPPERY ROCK TOWNSHIP AS REQUESTED BY 911 EMERGENCY MANAGEMENT AND/OR THE PENNSYLVANIA STATE POLICE.**

**INTER-MUNICIPAL POLICE SERVICE AGREEMENT**

AGREEMENT is made and entered into this 25<sup>th</sup> day of July, 2005, by and among:

**SLIPPERY ROCK BOROUGH,**

A municipality organized and existing under the laws of the Commonwealth of Pennsylvania ("Slippery Rock Borough"),

And

**SLIPPERY ROCK TOWNSHIP,**

A municipality organized and existing under the laws of the Commonwealth of Pennsylvania ("Slippery Rock Township").

**WITNESSETH:**

**WHEREAS,** Slippery Rock Borough and Slippery Rock Township are adjacent to each other geographically; and

**WHEREAS,** Slippery Rock Township does not have a police department, and police protection is provided by the Pennsylvania State Police; and

**WHEREAS,** Slippery Rock Borough has a police department; and

**WHEREAS,** Slippery Rock Borough hereto requests that Slippery Rock Township reimburse for certain police services to and for the Township of Slippery Rock under the terms and conditions of this Agreement, in order to promote the health, safety and welfare of the community; and

**WHEREAS,** the Second Class Township Code, 53 P. S. Section 65590 (b) and the Borough Code, Act 581 of 1965, Section 1202 (34), both as amended, permits Townships of the Second Class and Boroughs to contract with adjacent or nearby townships, boroughs, or cities for the purposes of securing police services and cooperation; and , further,

**WHEREAS,** the parties hereto are permitted to enter into this Agreement pursuant to the Intergovernmental Cooperation Act set forth at 53 PA C.S.A. Section 2301 et seq.;

**NOW, THEREFORE,** the parties hereto, each intending to be legally bounded hereby, agree as follows:

1. Slippery Rock Borough is hereby authorized by Slippery Rock Township to provide police services, enforcement, and powers of arrest only when requested by the 911 Emergency Management and/or Pennsylvania State Police as a first responder or as requested assistance to the Pennsylvania State Police. The Slippery Rock Borough Police will have no policing powers within Slippery Rock Township at any other time. The Slippery Rock Borough Police are only to render assistance to the Pennsylvania State Police on an as needed basis.
2. Any party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days prior written notice to the other party to this Agreement.

3. Slippy Rock Borough Police Department will receive payment for services rendered in the amount of \$28.00 per hour for police officers from the time of the call to time of returning to Borough Building which may include court appearance and a \$25.00 per month administrative fee. The fee is to be reviewed from time to time. The reimbursement, from Slippy Rock Township to the Slippy Rock Borough, will be made **ONLY** when the Pennsylvania State Police have requested Slippy Rock Borough Police Department's assistance or when requested by the Pennsylvania State Police to be a first responder. Slippy Rock Borough Police Department retains the right to decline a request if the department is already engaged, at the time of the request, in an essential police activity. **NO OTHER POLICE SERVICES OR POLICE ENFORCEMENT WILL BE PAID FOR BY SLIPPY ROCK TOWNSHIP.**
4. At all times, the police officers of Slippy Rock Borough shall be deemed employees of Slippy Rock Borough and **NOT** Slippy Rock Township.
5. At all times, Slippy Rock Borough shall be responsible for any remuneration due any police officers, including but not limited to salary, pension plan contributions and payments of all taxes including Federal, State, and Local taxes arising out of the services provided in accordance with this Agreement, including by way of illustration but not limitations, Federal and State Income Tax, Social Security Tax, Unemployment Insurance Taxes and any other taxes or fees as required.
6. At all times, Slippy Rock Borough shall insure the activities of its police officers with Worker's Compensation Insurance, Comprehensive General Liability Insurance, Personal Injury Liability, Automobile Liability Insurance and all other insurance coverage pertinent to the activities of Slippy Rock Borough's police officers.
7. Slippy Rock Borough shall retain responsibility for the management, direction and control of its officers.
8. Slippy Rock Borough shall pay all costs and expenses associated with providing the police services pursuant to this Agreement. Slippy Rock Township shall incur **NO COST OR EXPENSES** resulting from the police services provided by Slippy Rock Borough when not requested by the Pennsylvania State Police.
9. The Slippy Rock Borough shall amend its Certificate of Insurance – Police Professional Liability Insurance so that Slippy Rock Township is also additionally insured.
10. In consideration of the permission granted herein by Slippy Rock Township, Slippy Rock Borough hereby indemnifies Slippy Rock Township and holds it harmless of and from any and all causes of actions, suits, rights, judgments, claims and demands of whatsoever kind in law or in equity, against Slippy Rock Township by virtue of this Agreement. Slippy Rock Borough will not indemnify Slippy Rock Township against intentional acts or those of gross negligence.
11. If any part of this Agreement is found to be invalid, illegal, or unenforceable, then the entire agreement should be void and re-negotiated.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto, effective as of the date first written above.

Attest:

Lucinda D. Lipske  
Secretary

Borough of Slippy Rock

Deanna Stueb  
President of Council

Gerald A. Keller  
Vice President

Attest:

Allen Council  
Secretary

Slippy Rock Township

Paul A. Dickey  
Chairman, Paul A. Dickey

John W. Hines  
Vice Chairman, John W. Hines