

BOARD OF SUPERVISORS
SCHUYLKILL TOWNSHIP, SCHUYLKILL COUNTY, PA
MUNICIPAL BUILDING – P.O. BOX 405
MARY-D, PENNSYLVANIA 17952
(570) 668-1039 FAX (570) 668-0908


RESOLUTION 2016-8


THE RESOLUTION TITLED RESOLUTION No. 2016-3
INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE
SERVICES WAS APPROVED AND ADOPTED BY THE SCHUYLKILL
TOWNSHIP SUPERVISORS ON THE 11th DAY OF JULY 2016.

WHEREAS, WE THE BOARD OF SUPERVISORS OF SCHUYLKILL
TOWNSHIP HEREBY RENAME THIS RESOLUTION 2016-8

NOW THEREFORE, WE THE UNDERSIGNED SUPERVISORS OF
SCHUYLKILL TOWNSHIP DO HEREBY APPROVE AND ADOPT THIS
RESOLUTION ON THIS 3rd DAY OF April, 2017.

TOWNSHIP OF SCHUYLKILL

By 
Charles Fayash, Chairman


Charles Hosler, Vice-Chairman


Frank Fabrizio, Supervisor

TWP COPY

Resolution No. 2016 - 3

INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR POLICE SERVICES

AGREEMENT made this 11th day of July, 2016, by and between the BOARD OF SUPERVISORS OF SCHUYLKILL TOWNSHIP, hereinafter referred to as "Township" and the BOROUGH OF MIDDLEPORT, hereinafter referred to as "Borough";

WHEREAS, Borough does not have a police department while Schuylkill Township does; and

WHEREAS, the Borough and the Township are contiguous;

WHEREAS, the Borough desires that the Township provide part-time police protection for the Borough in accordance with the terms set out herein;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. Township will provide police protection to the Borough for approximately forty (40) hours per week.
2. The coverage will be scheduled at the direction of the Township Chief of Police and consultation with the Mayor of the Borough.
3. Police coverage will include, but not be limited to, speed enforcement, crash responses, parking enforcement, abandoned vehicle enforcement on public streets and criminal prosecution for crimes and responses to 9-1-1 calls.
4. The Township will issue monthly reports to the Borough delineating call responses, citations issued and general police activity.
5. Township will assume all liability for the acts of police officers who are providing police services to the Borough. In addition, the Township will be treated as an Independent Contractor and Borough shall have no liability for payroll, payroll taxes or workman's compensation.
6. Borough will pay Township Two Thousand Eighty-Three Dollars and 00/100 (\$2,083.00) per month for the coverage delineated by this Agreement.

7. The initial term of this Agreement shall be six (6) months from the date of final execution of this Agreement unless the Borough provides written notice of its intent to terminate this contract within thirty (30) days of the termination date of the initial term of this contract, then this contract shall automatically renew for an additional six (6) month term.

8. Township will bill Borough promptly at the end of each calendar month.

9. All fines and penalties collected by Township Police Department as a result of their police coverage and enforcement activities within the Borough, will be retained by the Borough.


10. The Township has the right to terminate this Agreement upon ten (10) days written notice to the Borough.


11. Schuylkill Township Police are hereby authorized, empowered and requested by Middleport Borough to enforce all Middleport Borough Ordinances, parking regulations, traffic violations, state criminal code violations, and any other citation within the municipal boundaries of the Borough of Middleport.

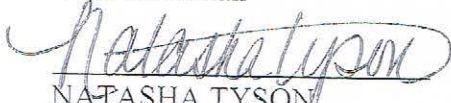
IN WITNESS WHEREOF, the parties hereto have executed this document by their appropriate municipal officers at whose direction the municipal seal was affixed hereto.

DULY RESOLVED, at an advertised meetings of the respective municipal entities, this Agreement is hereby approved.


**SCHUYLKILL TOWNSHIP
SUPERVISORS**

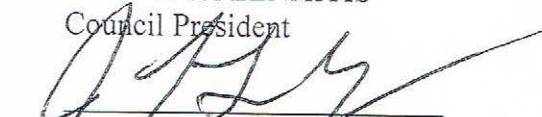

CHARLES FAYASH
Chairman



CHARLES HOSLER
Vice-Chairman


NATASHA TYSON
Secretary/Treasurer

**MIDDLEPORT BOROUGH
COUNSEL**


JOSEPH ROLENAITIS
Council President


JOHN LESHKO
Mayor


THOR MARKUS
Secretary