

ORDINANCE NO. 73

AUTHORIZING AN AGREEMENT WITH THE TOWNSHIP OF
KLINE FOR COOPERATIVE POLICE PROTECTION AND
PERMITTING POLICE OFFICERS OF THE TOWNSHIP OF
RUSH TO ASSIST EACH OTHER IN ACCORDANCE WITH
THE TERMS OF THE COOPERATIVE POLICE AGREEMENT
IN EFFECT BETWEEN THE TOWNSHIPS.

BE IT ENACTED AND ORDAINED by the Supervisors of the Township
Rush as follows:

WHEREAS, the General Assembly of the Commonwealth of
Pennsylvania by Act 180 of 1972 provided for intergovernmental
cooperation among municipalities in the form of cooperative police
agreements; and

WHEREAS, the Supervisors of the Township of Rush are desirous
of entering into a cooperative agreement with the Supervisors of
the Township of Kline to provide for mutual police aid in the two
townships;

NOW, THEREFORE, it is hereby enacted and ordained as follows:

SECTION I: The Chairman of the Board of Supervisors, acting
on behalf of the Township of Rush and upon prior affirmation by a
majority of the Board of Supervisors, is hereby authorized to
enter into a Cooperative Police Agreement with the Township of
Kline, which agreement shall contain the following provisions:

(a) The agreement shall be automatically renewed from year
to year without the necessity of any action on behalf of either of
the Townships involved, but shall be subject to cancellation by
either Township through its Board of Supervisors upon notice in
writing to the other Township's Board of Supervisors thirty (30)
days before the effective date of cancellation.

(b) The agreement shall provide that each Township shall provide to the other such support police services as may be required on a request basis only, and the Township requested to furnish the police services shall provide the requested services, unless that Township would be thereby placed in a situation where it would not have adequate police protection for itself.

(c) The agreement shall further provide that each Township will authorize the police officers from the other Township to exercise peace officer powers within territorial limits of said authorizing Township when acting pursuant to the terms of this agreement, and the police officers of each Township shall be sworn in as police officers of the other Township for the purposes of implementing said agreement.

(d) Each Township shall maintain its own police force and provide all required equipment and be solely responsible for the expenses in maintaining said police force and equipment; and provided further that neither Township shall be responsible for any claims or law suits that result from the other Township's improper or allegedly improper actions, and each shall be responsible for any claims or law suits that result from its own improper or allegedly improper actions.

(e) Each Township shall retain its own boundaries, and no charges or expenses shall be assessable for police aid furnished by one Township to another Township under the terms of said agreement.

(f) Each police officer employed by a Township furnishing

aid under said agreement to another Township shall remain the employee of the Township originally hiring said police officer, and the Township hiring said police officer shall remain solely responsible for paying all wages of the police officer, workmen's compensation and other expenses pertaining to the employment of said officer.

(g) Any agreement entered into pursuant to the authorization of this Ordinance shall be subject to modification in writing from time to time as the Townships shall mutually agree consistent with the conditions set forth in this Ordinance.

SECTION II: The purposes and objectives of any agreement entered into pursuant to the provisions of this Ordinance shall be to assure safe communities through improved police service and to better protect and serve the inhabitants of both Townships.

SECTION III: This Ordinance shall become effective five (5) days after its adoption, but any Agreement entered into pursuant to the provisions of this Ordinance shall only become effective after it is affirmed by the Board of Supervisors of both Rush Township and Kline Township and signed and witnessed by the appropriate parties.

May 5, 1988
George A. Pinkney
Supervisor

ATTEST:

S. Paul Fogley
Supervisor

Carl Ann Oglet
Secretary

Ken C. Kasper
Supervisor