

ORDINANCE NO. 165

AN ORDINANCE OF MILFORD TOWNSHIP AUTHORIZING THE TOWNSHIP OF MILFORD TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR A SCHOOL RESOURCE OFFICER WITH THE BOROUGH OF QUAKERTOWN, RICHLAND TOWNSHIP AND TRAUMB AUERSVILLE BOROUGH, BUCKS COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF DELEGATING AND CONFERRING UPON A SCHOOL RESOURCE OFFICER THE POWERS AND AUTHORITY OF A SWORN MUNICIPAL POLICE OFFICER WITHIN THE TERRITORIAL LIMITS OF THE QUAKERTOWN AREA SCHOOL DISTRICT

BACKGROUND

- A. Milford Township ("Township") is a Township of the second class in the Commonwealth of Pennsylvania.
- B. By statute, a municipality may, by entry into a joint agreement adopted by ordinance, cooperate with any local government or delegate any function, power or responsibility to another local government (53 Pa. C.S.A. § 2301 et seq.).
- C. Subsection 1202 (24) of the Borough Code (8 Pa. C.S.A. § 1202(24)), as amended, authorizes the entry into agreements with other political subdivisions in performing governmental powers, duties and functions and carrying into effect provisions relating to subjects which are common to such political subdivisions.
- D. The Township intends to enter into a written Agreement for School Resource Officer with the Borough of Quakertown, the Township of Richland and the Borough of Trumbauersville, Bucks County, Pennsylvania (hereinafter "SRO Agreement"), as authorized by Section 617 of the Public School Code of 1949 (24 P.S. § 6- 617) and by Subsection 1202(24) of the Borough Code (8 Pa. C.S.A. § 1202(24)), as amended.
- E. The SRO Agreement will provide that the School Resource Officer (hereinafter the "SRO"), a sworn Municipal Police Officer of the Borough of Quakertown, shall have the power and authority to enforce the laws of the Commonwealth of Pennsylvania and to otherwise perform the functions of the SRO on School District property situated within the jurisdiction and territorial limits of Milford Township.
- F. In order for the SRO to execute his or her duties when present at a Milford Township School District property, it is necessary that the Township grant and confer concurrent jurisdiction and authority for the SRO to act as a sworn Police Officer.
- G. The Constitution of the Commonwealth of Pennsylvania provides in Article 9, Section 5, for intergovernmental cooperation, including the delegation or transfer or power or responsibility to another municipality.
- H. The Board of Supervisors intends to enact, adopt and ordain an ordinance authorizing its entry into an Intergovernmental Cooperation Agreement for School

Resource Officer with the Borough of Quakertown, the Township of Richland and the Borough of Trumbauersville, Bucks County, Pennsylvania, for the purpose of delegating and conferring authority upon the SRO to operate as a School Resource Officer within the territorial limits of Milford Township.

NOW THEREFORE, be it RESOLVED and ENACTED by the Board of Supervisors of Milford Township as follows:

ARTICLE 1 – GENERAL PROVISIONS

Section 101. Intergovernmental Cooperation Agreement for School Resource Officer

A. Milford Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement for School Resource Officer (hereinafter the "Cooperation Agreement") with the Borough of Quakertown, the Township of Richland and the Borough of Trumbauersville, Bucks County, Pennsylvania, pursuant to which the Township shall delegate and confer upon the SRO the powers and authority of a sworn School Resource Officer to provide police services to the School District within the territorial limits of the Township on the terms and conditions set forth in the Cooperation Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. It is the intent and purpose of Milford Township in its enactment of this ordinance and in its entry into the Cooperation Agreement with the Borough of Quakertown, the Township of Richland and the Borough of Trumbauersville that the Pennsylvania State Police shall retain primary jurisdiction within and throughout Milford Township; however, provided that the SRO shall have concurrent jurisdiction for any incidents occurring on School District property within the territorial limits of Milford Township.

B. A copy of the Cooperation Agreement shall be filed with the minutes of the meeting at which this ordinance was enacted and the Chairman of the Board of Supervisors and the Township Manager are hereby directed and authorized to execute and deliver the Cooperation Agreement on behalf of Milford Township with the intent and effect that the Township shall be legally bound by the Cooperation Agreement.

ARTICLE 2. MISCELLANEOUS

Section 201. Repeal

All Ordinances or Resolutions or parts of Ordinances or Resolutions, insofar as they are inconsistent herewith, are hereby repealed.

Section 202. Severability

If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections,

or parts of this Ordinance, it being the intent of the Board of Supervisors that such remainder shall be and shall remain in full force and effect.

Section 203. Effective Date

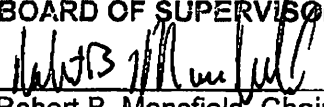
This Ordinance shall take effect five (5) days after adoption.

ENACTED and **ORDAINED** into an Ordinance by the Board of Supervisors of Milford Township, Bucks County, Pennsylvania this 3RD day of ~~APRIL~~ MAY, 2016.

ATTEST:


Jeffrey A. Vey, Manager

MILFORD TOWNSHIP
BOARD OF SUPERVISORS


Robert B. Mansfield, Chairman

Charles Strunk

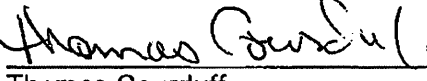

Thomas Courduff

Exhibit "A"

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER

THIS AGREEMENT is made this _____ day of _____ 2015, by and between **THE BOROUGH OF QUAKERTOWN** a municipal corporation existing by virtue of the laws of the Commonwealth of Pennsylvania, with its principal office at 35 N. Third Street, Quakertown, Pennsylvania - **AND, THE TOWNSHIP OF RICHLAND, TOWNSHIP OF MILFORD, AND THE BOROUGH OF TRUMB AUERSVILLE**, all municipal corporations existing by virtue of the laws of the Commonwealth of Pennsylvania.

WITNESSETH

WHEREAS, the Borough of Quakertown has a Police Department which provides full-time law enforcement through a staff of full-time officers; and

WHEREAS, the Township of Richland has a Police Department which provides full-time law enforcement through a staff of full-time and part-time officers; and

WHEREAS, the Township of Milford and the Borough of Trumbauersville do not have a municipal Police Department and police services are provided by the Pennsylvania State Police through a staff of full-time officers; and

WHEREAS, the Quakertown Area School District (hereinafter "School District") owns and operates: the Quakertown Area High School in Quakertown Borough; the Quakertown Elementary School in Quakertown Borough, the Neidig Elementary School in Quakertown Borough, the Quakertown Freshman Center School in Quakertown Borough, the Richland Elementary in Richland Township, the Strayer Middle School in Richland Township, the Trumbauersville Elementary School in Trumbauersville Borough, the Milford Middle School in Milford Township, the Pfaff Elementary School in Milford Township, the Tohickon Valley Elementary School in Milford Township, and the Quakertown Area School District

Administration Complex in Milford; and

WHEREAS, the Public School Code of 1949, as amended, at Section 617 (24 P.S. §6-617) grants authority to a school district to enter into agreements with other political subdivisions to provide for the safety and security of its students and to secure the services of School Resource Officers, who may be employees of other political subdivisions;

WHEREAS, the School District and the Borough of Quakertown have entered into a written Agreement for School Resource Officer dated June 4, 2015, (the "SRO Agreement") wherein the Borough of Quakertown and the School District have agreed that *inter alia*

(1) the Borough of Quakertown shall employ a sworn Municipal Police Officer who shall have the power and authority to enforce the laws of the Commonwealth of Pennsylvania and to otherwise perform the functions of that office and shall assign that officer to the duties of School Resource Officer (hereinafter "SRO") as those duties are defined in the Agreement; (2) the SRO shall be assigned from time to time in the several buildings of the School District, including those which lie within the jurisdiction of the Borough; and (3) the SRO shall have the power and authority of a sworn Municipal Police Officer of the Borough of Quakertown;

WHEREAS, in order for the SRO to execute his or her duties when present at a school located within the Municipalities, it is necessary that the Municipalities grant and confer jurisdiction for the SRO to act as a sworn Municipal Police Officer;

WHEREAS, the Constitution of the Commonwealth of Pennsylvania provides in Article 9, Section 5, for intergovernmental cooperation, including the delegation or transfer of power or responsibility to another municipality;

WHEREAS, by statute, a municipality may, by entry into a joint agreement adopted by ordinance, cooperate with any local government or delegate any function, power or responsibility to another local government (53 Pa. C.S.A. §2301 *et seq.*);

WHEREAS, in addition to 53 Pa.C.S.A. §2301 et. seq., the Boroughs, pursuant to 8 Pa.C.S.A. §1202(24) , and the Townships, pursuant to 53 P.S. §66507, have the authority to enter into agreements with each other, in accordance with existing laws, in performing governmental powers, duties and functions and carrying into effect provisions relating to subjects which are common to such political subdivisions;

WHEREAS, the Borough of Quakertown desires to facilitate the School District's requests to have a Borough police officer perform the duties of SRO;

WHEREAS, the School District desires that the Municipalities delegate and confer upon the SRO the powers and authority of a sworn Municipal Police Officer within the territorial limits of the Quakertown Area School District within their jurisdiction on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound thereby, hereby agree as follows:

1. *Recital Incorporated.* The above recital is incorporated herein and made a part of this Agreement;
2. *Borough of Quakertown Responsibilities.* When a police officer employed by the Borough of Quakertown has been assigned to the duties of SRO for the School District in accordance with the SRO Agreement, the Chief of Police of the Borough of Quakertown Police Department, or his designee, shall promptly notify in writing the Municipalities providing the name and rank of the SRO and shall continue to provide prompt notification to the of any substantial or material change in status or assignment regarding the SRO.
3. *Power/Authority as Officer.* The Municipalities hereby authorizes the Borough of Quakertown to provide police services to the School District on School District property within the Municipalities jurisdiction, subject to the terms and conditions of the SRO Agreement. When the SRO is on

duty as a police officer and the SRO is physically present within the territorial limits of the School District, the Municipalities do hereby delegate and confer upon the designated SRO all of the powers and authority of a sworn municipal police officer while the SRO is in the territorial limits of the School District, as if the SRO were a sworn Municipal Police Officer of the Municipalities.

4. *SRO Employee of Borough of Quakertown.* The SRO shall at all times and for all purposes be the employee and a Municipal Police Officer of the Borough of Quakertown and shall remain subject to the direct supervision and control of the Borough of Quakertown Chief of Police or his designee. The SRO shall not be considered to be the employee or Municipal Police Officer of the Municipalities for any purpose.
5. *Municipalities Responsibilities.* The Municipalities shall have no duties or responsibilities with regard to the SRO, whatsoever.
6. *Policies and Procedure.* The Borough of Quakertown and the School District shall provide to the Municipalities all policies and procedures developed and adopted for the execution of the duties of the SRO while in the territorial limits of the School District. The Municipalities shall cooperate with the School District in the development and adoption of any policies and procedures designed specifically for school safety and security of the Quakertown Area School District Schools and facilities.
7. *Indemnity.* Each party, for itself and on behalf of its successors and assigns, does hereby agree to indemnify, defend and save and hold harmless, the other party, its elected and appointed officials to include, but not limited to its Supervisors, Council Members, Mayor and Chief of Police, its police officers, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action (including first party and third party claims), losses, damages, liabilities, judgments, costs and

expenses of defense (including reasonable attorney's fees, expert fees, and expenses, court costs and costs of appeals) asserted against or incurred by the other party, its elected and appointed officials to include, but not limited to its Supervisors, Council Members, Mayor and Chief of Police, its police officers employees, agents, successors and assigns, by reason of or arising out of the alleged misfeasance, malfeasance, nonfeasance or negligence of that party or its employees related to and/or arising from, directly and/or indirectly, the subject matter of this Agreement only to the extent that such liabilities arise from an action which can be properly brought against that party as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance such limits of liability as set forth in said Act. The Borough Municipalities do not in any manner waive its respective rights and immunities as provided by applicable law and/or regulation by entering into this Agreement.

8. **Insurance.** The Borough of Quakertown and the School District shall provide liability insurance coverage for the SRO through the their respective insurance carriers, covering the Borough of Quakertown, and the Municipalities as an additional insured on a primary, noncontributory basis on its general liability, law enforcement operations, automobile liability and wrongful acts policies with the same coverage limits maintained by the Borough of Quakertown and the School District.

9. **Assistance.** In recognition of the fact that the SRO will be an individual line officer under the command of the Borough of Quakertown Police Department, it is contemplated and expected that when physically in the Municipality's jurisdiction the SRO will, in most circumstances, perform his or her duties individually. In those instances when it is necessary for the SRO to request assistance, when practical he or she shall call upon the Municipalities Police Services for assistance, and otherwise follow the protocols in place between and among the law enforcement agencies in Bucks County.

10. *Command and Control.* In the event that the SRO is not performing duties on School District Property not located in the Municipalities and an incident occurs on School District Property located in the Municipalities jurisdiction that requires an emergency police response, the Municipalities Police and SRO shall be jointly dispatched to respond to the incident. In any large scale incident/investigation requiring a multi-officer response, the Municipalities Police shall have the option to take command and control over such incident unless otherwise provided for by law and the SRO shall work in conjunction with the Municipalities Police to provide any needed services as identified in the SRO Agreement.
11. *Municipalities Police Retain Primary Jurisdiction.* It is the intent and purpose of the parties hereto that the Municipalities Police shall retain primary jurisdiction throughout the Municipalities; provided however, the SRO shall have concurrent jurisdiction on any incidents on School District Property situated and lying within the Municipalities.
12. *Ordinance.* This Agreement shall not be binding on either party unless and until each party adopts and enacts an ordinance specifically authorizing and adopting this Agreement.
13. *Amendment.* This Agreement may not be amended unless such amendment is written and executed by the parties.
14. *Headings.* The headings for each paragraph are merely there for convenience and are not to be considered as a part of the Agreement.
15. *Integration and Enforceability.* This Agreement and all of its terms and conditions shall inure to the benefit of and be enforceable by the parties hereto and any permitted assigns. This Agreement constitutes the final written expression of all of the terms of this Agreement and it is a complete and exclusive statement of those terms.
16. *Effective Date and Termination Date.* This Agreement shall become effective when signed by the Borough of Quakertown, Township of Richland, Township of Milford, Borough of Trumbauersville, and the Quakertown Area School District and upon the effective date of its

enacting ordinance and shall be deemed as automatically renewed on a calendar basis unless the Borough of Quakertown provides notice that the SRO Agreement is or will be terminated, or the Municipality provides ninety (90) days written notice of its intent to terminate this Agreement. This Agreement shall automatically terminate upon the termination of the SRO Agreement as amended from time to time.

17. *Governing Law.* This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

18. *Interpretation.* The parties hereto have been represented by their own legal counsel and therefore, this Agreement shall not be construed against either party as the drafter of said Agreement.

IN WITNESS WHEREOF, and intending to be legally bound thereby, each party hereto has caused its authorized officers to execute and deliver this Agreement on the date first written above.

Marilyn Stecker

Signatures Section

John B. [unclear]

Thomas C. [unclear]

TO: Department of Community and Economic Development
Harrisburg, PA 17120

Milford Township, Bucks County, by its duly authorized officers, hereby applies for approval to issue and deliver its general obligation Note in the principal amount of \$5,000,000.00 and in support thereof the undersigned hereby certifies that attached hereto are the following:

1. A true and correct copy of an ordinance duly enacted by affirmative vote of the members of the Board of Supervisors authorizing the Note, prescribing the manner of sale and fixing the interest rate, with proofs of publication.
2. The proposal of Quakertown National Bank, Quakertown, Pennsylvania, for the purchase of the Note which has been accepted by the said Milford Township, Bucks County.
3. The Debt Statement prepared pursuant to Section 8110 of the Local Government Debt Act, together with the Borrowing Base Certificate prepared pursuant to Section 8002 of the Act.

WITNESS my hand and the seal of Milford Township, Bucks County, Pennsylvania, this 3RD day of ^{MAY}~~March~~, 2016.

SEAL

Secretary of Milford Township

Chris M. Stecker

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that on Tuesday, May 3, 2016, at 7:30 p.m. in the Milford Township Building, 2100 Krammes Road, Quakertown, the Board of Supervisors of Milford Township, Pennsylvania, will act on an ordinance authorizing the issuance of an awarding of its Five Million Dollar (\$5,000,000.00), principal amount, general obligation Note, at a private sale. If enacted, the ordinance will award the Note to the purchaser thereof, approve the form of the Note, fix the rate of interest to be paid, pledge the full faith and credit of the local government unit for the payment thereof, create a sinking fund and authorize the proper officers to take the necessary steps to issue the Note. The funds to be obtained from the borrowing will be used for the purpose of acquiring additional open space within Milford Township.

A copy of the full text of the proposed ordinance may be examined by any citizen at the Milford Township Building, 2100 Krammes Road, Quakertown, Milford Township, Bucks County, Pennsylvania, on any business day (except Saturdays and Sundays) between the hours of 8:30 a.m. and 4:30 p.m., prevailing time.

Scott A. MacNair, Solicitor
Milford Township
107 East Oakland Avenue
Doylestown, PA 18901
215-348-1776

ADVERTISE ONCE: Thursday, April 28, 2016

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that on May 3, 2016, at the Milford Township Building, 2100 Krammes Road, Quakertown, Milford Township, Bucks County, Pennsylvania, the Board of Supervisors of Milford Township, Pennsylvania enacted an ordinance authorizing the issuance of a Five Million Dollar (\$5,000,000.00), principal amount, general obligation Note, and the private sale thereof to Quakertown National Bank, Lender, at par, bearing interest at the rate of 2.25% per annum amortized over five (5) years, and thereafter at an interest rate of no more than twelve percent (6.5%) for the remaining 15 years of the loan. The Note is a general obligation of the local government, and its officers and supervisors are directed to do all acts necessary and proper for the issuance and securing of said Note. No substantive amendments were made during the passage of the ordinance.

A copy of the full text of the enacted ordinance may be examined by any citizen in the office of the Secretary of Milford Township at the Milford Township Building, 2100 Krammes Road, Quakertown, Milford Township, Bucks County, Pennsylvania, on any business day (except Saturdays and Sundays) between the hours of 8:30 a.m. and 4:30 p.m., prevailing time.

Scott A. MacNair, Solicitor
Milford Township
Board of Supervisors
107 East Oakland Avenue
Doylestown, PA 18901
215-348-1776

ADVERTISE ONCE: Thursday, May 12, 2016

CERTIFICATE

I HEREBY CERTIFY that the attached is a true copy of an ordinance passed finally at a meeting of the Board of Supervisors of Milford Township, Bucks County, Pennsylvania on May 3, 2016; that said meeting above referred to was held with proper notice having been given to members and to the public, and was at all times open to the public; that said ordinance was duly signed by the Board of Supervisors, attested by the Secretary, and has been duly recorded in the Ordinance Book of Milford Township.

I FURTHER CERTIFY that a copy of the ordinance was available for inspection by any citizen in the office of the Secretary.

WITNESS my hand and the seal of Milford Township, Bucks County, Pennsylvania, on this 3rd day of May, 2016.

SEAL

Marilyn Stecker
Secretary of Milford Township