

**LIBERTY TOWNSHIP  
ADAMS COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2019-01**

**AN ORDINANCE OF LIBERTY TOWNSHIP,  
ADAMS COUNTY, PENNSYLVANIA AUTHORIZING THE ENTRY INTO  
INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT WITH THE  
BOROUGH OF CARROLL VALLEY**

**WHEREAS**, the Township of Liberty, Adams County, Pennsylvania intends to enter into the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with the Borough of Carroll Valley to provide mutual aid law enforcement services in Liberty Township and Carroll Valley Borough respectively, by officers from the other municipality, from date approved by both municipalities and continuing indefinitely, unless terminated earlier in accordance with the terms of the Agreement; and

**WHEREAS**, Sections 1903 and 1904 of the Pennsylvania Second Class Township Code, as amended, authorizes the entry into police agreements for the provision of police services in other municipalities; and

**WHEREAS**, the Supervisors of Liberty Township desires to enact, adopt and ordain an Ordinance authorizing its entry into an INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with Liberty Township pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, et seq.

**WHEREAS**, the Intermunicipal Cooperative Police Agreement shall become effective when the Borough Council of the Borough of Carroll Valley and the Township Supervisors of Liberty Township each separately enacts, adopts and ordains an Ordinance authorizing their respective entry into the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT, effective no later than 12:01 o'clock A.M. on August 1, 2019.

**NOW, THEREFORE**, the Liberty Township Board of Supervisors **HEREBY ENACTS, ADOPTS AND ORDAINS** as follows:

**SECTION I:** Liberty Township is hereby authorized to enter into the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT, a copy of which is attached hereto and made a part hereof as Exhibit "A", with the Borough of Carroll Valley of Adams County, Pennsylvania pursuant to which the police department of the Borough of Carroll Valley will be empowered to act as police officers of the Township of Liberty and the police department of the Township of Liberty will be empowered to act as police officers of the Borough of Carroll Valley pursuant to the terms and conditions of the Agreement.

**SECTION II:** No monetary consideration shall be paid from one Municipality to the other, and there are no contemplated additional monetary costs to be incurred by Liberty Township.

**SECTION III:** ~~SECTION III:~~ The term of the agreement shall be indefinite and will continue until terminated by one of the respective parties thereto.

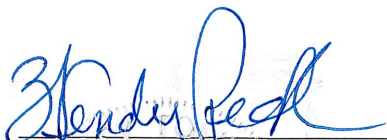
**SECTION IV:** The Chairman Board of Supervisors Liberty Township and the Secretary of the Liberty Township are hereby authorized and directed to execute the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with the Borough of Carroll Valley, on behalf of the Board of Supervisors of Liberty Township.

**SECTION V:** Any Ordinance or any parts of any Ordinances, conflicting with this Ordinance be and the same are repealed insofar as the same affect this Ordinance.

**SECTION VI:** This Ordinance is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, et seq.


**ENACTED, ADOPTED AND ORDAINED** into law this 2<sup>nd</sup> day of July 2019.

LIBERTY TOWNSHIP  
BOARD OF SUPERVISORS



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Wendy Peck, Secretary



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John Bostek, Chairman

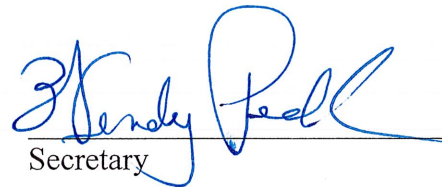


## CERTIFICATION OF ADOPTION

I, the undersigned, Secretary of the Township of Liberty, Adams County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance of the Board of Supervisors of the Township (the "Board"), which was duly enacted by affirmative vote of a majority of the members of the Board at a meeting held on July 2, 2019; said Ordinance has been duly recorded in the Ordinance Book of the Township; said Ordinance has been duly published as required by law; and said Ordinance remains in effect, unaltered and unamended, as of the date of this Certificate.

**IN WITNESS WHEREOF**, I set my hand and affix the official seal of the Township, this 2 day of July, 2019.



  
Secretary

## INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of July, 2019 by and between the BOROUGH OF CARROLL VALLEY, with an address of 5685 Fairfield Road, Fairfield, Pennsylvania 17320 (the "Borough"), and the TOWNSHIP OF LIBERTY, with an address of 39 Topper Road, Fairfield, Pennsylvania 17320 (the "Township"), both of which are political subdivisions of Adams County, Pennsylvania, by their duly elected governing bodies (collectively, the "Parties").

WITNESSETH, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Police officers of either municipality may enter and act as police officers in the other municipality without prior request when the circumstances constitute an emergency or upon the occurrence of any violation in a police officer's presence. The authority herein granted is in addition to and an expansion of the power and authority conferred by Act 141 of 1982 (42 PA CSA 8951 et seq.), "Municipal Police Jurisdiction."

2. Nothing herein shall limit the power of the chief law enforcement officer of the municipality, or his/her delegate, from re-assigning or recalling any officer who has entered into the other municipality pursuant to a mutual aid request or under any other circumstance stated in this agreement.

3. This agreement shall continue in effect until terminated by either party. To terminate this agreement either party must notify the other in writing thirty-days (30) prior to the date of termination.

4. The persons hired by each municipality shall be compensated directly, and for the purposes of all fringe benefits, by the hiring municipality and shall be covered by such liability insurance as shall be in effect for the hiring municipality, regardless of the location of services or shared services contemplated hereinafter. If injury or loss occurs under any mutual aid circumstances to a police officer in a jurisdiction other than that of his employer, his employer shall be solely liable for payments of all worker's compensation claims arising from said injury or loss to said employee only.

5. This Agreement shall become effective immediately upon its ratification by the Borough Council of the Borough of Carroll Valley and the Board of Supervisors of the Township of Liberty.

6. This Agreement supersedes any prior Inter-Municipal Cooperative Police Agreements between the Parties.

7. In the event any specific provision of this agreement is found to be unconstitutional or invalid, it is the intent of the parties that all other provisions shall remain in full force and effect.

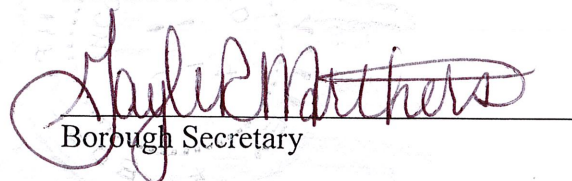
ATTEST:

  
Township Secretary


TOWNSHIP OF LIBERTY

By:   
Chairman, Board of Supervisors

ATTEST:

  
Borough Secretary

BOROUGH OF CARROLL VALLEY

By:   
President, Borough Council

**Borough of Carroll Valley, Pennsylvania**

**Ordinance No. 1-2019**

**AN ORDINANCE OF THE BOROUGH OF CARROLL VALLEY,  
ADAMS COUNTY, PENNSYLVANIA AUTHORIZING THE ENTRY INTO AN  
INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT WITH THE  
TOWNSHIP OF LIBERTY**

**WHEREAS**, the Borough of Carroll Valley, Adams County, Pennsylvania intends to enter into an INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with the Township of Liberty to provide mutual aid law enforcement services in Carroll Valley Borough and Liberty Township respectively, by officers from the other municipality, from date approved by both municipalities and continuing indefinitely, unless terminated earlier in accordance with the terms of the Agreement; and

**WHEREAS**, Section 1202(24) of the Pennsylvania Borough Code, 8 Pa.C.S. § 1202(24), authorizes the Borough to enter into joint agreements with other political subdivisions for the provision of mutual aid or assistance in police services; and

**WHEREAS**, the Borough Council of the Borough of Carroll Valley desires to enact, adopt and ordain an Ordinance authorizing its entry into an INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with Liberty Township pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, *et seq.*

**WHEREAS**, the Intermunicipal Cooperative Police Agreement shall become effective when the Borough Council of the Borough of Carroll Valley and the Township Supervisors of Liberty Township each separately enacts, adopts and ordains an Ordinance authorizing their respective entry into the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT, effective no later than 12:01 o'clock A.M. on August 1, 2019.

**NOW, THEREFORE**, the Borough Council of the Borough of Carroll Valley **HEREBY ENACTS, ADOPTS AND ORDAINS** as follows:

**SECTION I:** ~~The Borough of Carroll Valley is hereby authorized to enter into the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT, a copy of which is attached hereto and made a part hereof as Exhibit "A", with the Township of Liberty of Adams County, Pennsylvania pursuant to which the police department of the Borough of Carroll Valley will be empowered to act as police officers of the Township of Liberty and the police department of the Township of Liberty will be empowered to act as police officers of the Borough of Carroll Valley pursuant to the terms and conditions of the Agreement.~~

**SECTION II:** No monetary consideration shall be paid from one Municipality to the other, and there are no contemplated additional monetary costs to be incurred by the Borough of Carroll Valley.

**SECTION III:** The term of the agreement shall be indefinite and will continue until terminated by one of the respective parties thereto.

**SECTION IV:** The President of the Borough Council of the Borough of Carroll Valley and the Secretary of the Borough are hereby authorized and directed to execute the INTER-MUNICIPAL COOPERATIVE POLICE AGREEMENT with the Township of Liberty, on behalf of the Borough Council of the Borough of Carroll Valley.

**SECTION V:** Any Ordinance or any parts of any Ordinances, conflicting with this Ordinance be and the same are repealed insofar as the same affect this Ordinance.

**SECTION VI:** Savings Clause. In all other respects, the ordinances of the Borough of Carroll Valley shall remain as previously enacted.

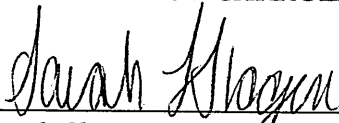
**SECTION VII:** Severability. If any word, phrase, sentence, part, section, subsection, or other portion of this ordinance or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable and the remaining provisions of the ordinance and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

**SECTION VIII:** This Ordinance is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301, *et seq.*

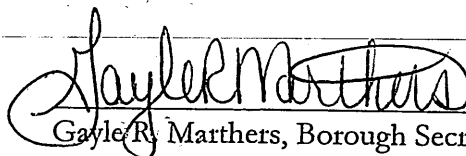
**SECTION IX:** The provisions of this ordinance shall take effect immediately.

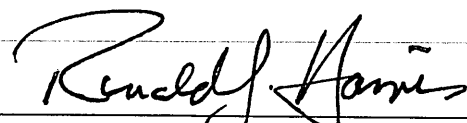
**ENACTED, ADOPTED AND ORDAINED** into law this 9<sup>th</sup> day of July 2019.

BOROUGH OF CARROLL VALLEY

By:   
Sarah Skoczen, President of Borough Council

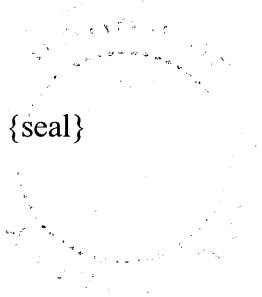
ATTEST:

  
Gayle R. Marthers, Borough Secretary

  
Honorable Ronald J. Harris,  
Mayor of the Borough of Carroll Valley

**CERTIFICATION OF ADOPTION**

I hereby certify that the foregoing ordinance was advertised in The Gettysburg Times, a newspaper of general circulation in the municipality, on June 27, 2019; and was duly enacted and approved as set forth at a regular meeting of the Borough Council of the Borough of Carroll Valley on July 9, 2019.



*Gayle Matthews*  
Borough Secretary