
ARTICLE 135
Joint Police Agreement with Borough of Sugarcreek

131.01 Agreement

135.02 Execution

135.01 AGREEMENT

There hereinafter set forth "AGREEMENT," including all of the terms, stipulations, covenants, and conditions contained therein, is hereby adopted:

THIS AGREEMENT made this 16th day of July, 1979, by and between:

THE BOROUGH OF SUGARCREEK, a municipal corporation and a political subdivision of the County of Venango, in the Commonwealth of Pennsylvania, with its principal office at 212 Fox Street, Franklin, Venango County, Pennsylvania, party of the first part,

and

THE CITY OF FRANKLIN, a Home Rule Charter Municipality, a municipal corporation and a political subdivision of the Commonwealth of Pennsylvania, with its principal office in the City of Franklin, Venango County, Pennsylvania, party of the second part,

WITNESSETH:

WHEREAS, the respective Borough and City are authorized by law to enter into a joint contract for mutual police aid and assistance; and

WHEREAS, it is the desire of the two municipalities to enter into an agreement for the purpose of having available for throughout the territorial limits of the municipalities signing this joint agreement, the services of police employed by either of the said municipalities, under the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

1. It is agreed that whenever a police officer employed by one of the aforesaid municipalities is acting in the performance of the duties of a police officer within the territorial limits of the municipality party to this agreement, the said police officer shall have all powers and authority conferred by law on police employed by the municipality in which the aforesaid duties are being performed, provided that such police officer is acting by virtue of any of the following conditions:

- a.) When the police officer is in the employ of a municipality continues in fresh pursuit of a suspected felon, misdemeanor or summary offender into the territorial limits of the other municipality hereto.
- b.) When a request is made for police aid or assistance from one municipality by an employee of the police department or any other authorized municipal official of the other municipality party to this agreement.
- c.) When there is a need for the services of a police officer within the territorial limits or on the lands of either municipality party to this agreement and no police officer of the municipality needing such service is readily available and no person authorized to request aid for such municipality is readily available.

2. No charges or expenses shall be assessable for police aid furnished by one municipality to another municipality under the terms of this agreement.

3. Any police officer of a municipality party hereto shall remain an employee of that municipality, including during the time he is employed in furnishing aid to the other municipality party hereto. Each municipality shall at all times be responsible for paying all wages of its own police officer and all other employee benefits, and for providing workmen's compensation for its own police.

4. The police departments of the Borough of Sugarcreek and the City of Franklin shall have concurrent jurisdiction for the enforcement of Park Regulations within the Miller-Sibley Recreation Park area located in the Borough of Sugarcreek and more particularly described in a deed dated November 14, 1913, from Charles Miller, et ux. and et al. to the City of Franklin and recorded in Deed Book Volume 329, page 291, notwithstanding any other provisions of this agreement.

5. The parties hereto agree that either participating municipality may withdraw at any time from the within agreement providing for joint police services, by giving notice in writing to the other municipality party to the within agreement. (Ord. 5 of 1979, Sect. 2, Passed 7-16-79)

135.02 EXECUTION

The Mayor of the City of Franklin, Pennsylvania, or in his absence, the Deputy Mayor, is hereby authorized and directed to execute the foregoing Agreement on behalf of the City of Franklin, and the City Clerk of the City of Franklin, Pennsylvania, is hereby authorized and directed to attest such signature of the Mayor or the Deputy Mayor, as the case may be. (Ord. 5 of 1979, Sect. 3, Passed 7-16-79)