

**BOROUGH OF MIDDLEBURG,
SNYDER COUNTY, PENNSYLVANIA**

RESOLUTION 2023 - 10

At a regular meeting of the Borough of Middleburg, Snyder County, Pennsylvania, held at the Middleburg Borough Building, 13 North Main Street, Middleburg, Snyder County, Pennsylvania, on October 10, 2023, there was a quorum of Council Members present.

Borough Council Member DONALD ZECHMAN offered the following Resolution and moved its adoption.

A RESOLUTION OF THE BOROUGH COUNCIL OF MIDDLEBURG BOROUGH, SNYDER COUNTY, PENNSYLVANIA APPROVING THE CONTRACT FOR MUNICIPAL SERVICES WITH SPRING TOWNSHIP FOR THE SCHOOL RESOURCE OFFICER

WHEREAS, The Borough of Middleburg (“the Borough”) and Mid-West School District (“Mid-West”) have discussed a mutually-beneficial arrangement whereby the Mid-West could obtain a School Resource Officer (“SRO”) provided by the Borough in exchange for Mid-West covering various costs associated with the SRO; and

WHEREAS, Mid-West has a school situate in Spring Township; and

WHEREAS, the SRO would need to perform law enforcement activities in Spring Township in a limited role, solely for the activities as a SRO; and

WHEREAS, the SRO would work under the direction of the Borough Chief of Police; and

WHEREAS, the Borough desires to enter into a Joint Municipal Agreement with Spring Township authorizing the SRO to have jurisdiction in Spring Township for the law enforcement activity for Mid-West.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Middleburg Borough, under the Borough Code and laws of the Commonwealth of Pennsylvania, that Joint Municipal Agreement attached hereto is hereby adopted and Council President, Brian Swartz, is authorized to sign his name to said agreement.


RESOLVED AND ADOPTED at a duly advertised public meeting on October 10, 2023 by the Borough Council of the Borough of Middleburg, Pennsylvania, in lawful session duly assembled.


Seconded by Borough Council Member BRIAN SWARTZ.

Upon a vote, the Resolution was adopted and enacted.

ATTEST:

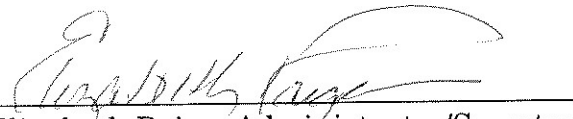
BOROUGH OF MIDDLEBURG:


Elizabeth Paige
Administrator/Secretary

BY: 
Brian Swartz, President

CERTIFICATION

I, Elizabeth Paige, Administrator/Secretary of the Borough of Middleburg, Snyder County, Pennsylvania, hereby attest and certify that the foregoing is a true and correct copy of Borough of Middleburg Resolution No. 2023-10, which was duly enacted at a regular meeting of the Borough Council of Middleburg on October 10, 2023.


Elizabeth Paige, Administrator/Secretary

JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

This AGREEMENT is made this 10th day of OCTOBER, 2023, by and between the following municipalities:

SPRING TOWNSHIP of Snyder County, Pennsylvania; and the BOROUGH OF MIDDLEBURG (herein "MIDDLEBURG") of Snyder County, Pennsylvania the background of this agreement is as follows:

SPRING TOWNSHIP desires to have the police department of MIDDLEBURG perform law enforcement functions within such Township, and MIDDLEBURG is willing to render such services on the terms and conditions hereinafter set forth. This agreement is entered into under the authority of the Intergovernmental Cooperation Act by statute (53 Pa. C.S.A. 2301 , et. seq.). This Agreement shall become binding and in force as to the municipalities when adopted by both MIDDLEBURG and SPRING TOWNSHIP.

The parties hereto, intending to be legally bound hereby, agree as follows:

- A. SPRING TOWNSHIP currently has no police department and relies on the Pennsylvania State Police (herein "PSP") for all police matters. PSP shall remain the primary law enforcement agency for SPRING TOWNSHIP.
- B. Mid-West School District (herein "the SCHOOL DISTRICT") owns and operates the West Snyder Elementary School that is situate in SPRING TOWNSHIP which would benefit from the Police services of MIDDLEBURG in an emergency.
- C. SPRING TOWNSHIP is situate between Beavertown and McClure Boroughs, to whom MIDDLEBURG contracts Police services, requiring Middleburg Police Department to traverse the roadways of SPRING TOWNSHIP.
- D. MIDDLEBURG has an active police department and feels that it can provide emergency services on a limited basis to West Snyder Elementary School which his situate within SPRING TOWNSHIP as it currently provides to the schools within MIDDLEBURG.
- E. MIDDLEBURG and the SCHOOL DISTRICT have entered into a written Agreement for School Resource Officer dated June 26, 2023, (the "SRO" Agreement) wherein MIDDLEBURG shall employ a sworn Municipal Police Officer who shall have the power and authority to enforce the laws of the Commonwealth of Pennsylvania and otherwise perform the functions of that office.

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 Midd-West School District within their jurisdiction on the terms and conditions set forth herein, as required for the SRO to execute his or her duties when present at a school located within the Municipalities and to grant and confer jurisdiction for the SRO to act as a sworn Municipal Police Officer.

Therefore, the parties hereto, intending to be legally bound, hereby agree as follows;

The Municipalities hereby authorize MIDDLEBURG, through its police department, to provide law enforcement services to the SCHOOL DISTRICT within SPRING TOWNSHIP as follows;

When a police officer employed by MIDDLEBURG has been assigned to perform the duties of SRO for the SCHOOL DISTRICT in accordance with the SRO Agreement, and is physically present on the premises of the SCHOOL DISTRICT within SPRING TOWNSHIP, SPRING TOWNSHIP does hereby delegate and confer upon the designated SRO all of the powers and authority of a sworn municipal police officer as if the SRO were a sworn Municipal Police Officer of SPRING TOWNSHIP.

In recognition of the fact that the SRO will be an individual line officer under the command of the Middleburg Police Department, it is contemplated and expected that when physically in SPRING TOWNSHIP'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 PSP and Middleburg Borough Police Department for assistance, and otherwise follow the protocols in place between and among the law enforcement agencies.

In the event of an emergency described as endangerment to person or property within the territorial limits of the Midd-West School District, Middleburg Police Department members may respond to and provide assistance to prevent injury or death of a person or destruction of property by another, within the jurisdictional limits of SPRING TOWNSHIP.

It is the intent and purpose of the parties hereto that SPRING TOWNSHIP's primary law enforcement agency shall retain primary jurisdiction throughout SPRING TOWNSHIP; provided however, the SRO shall have concurrent jurisdiction on any incidents on SCHOOL DISTRICT property within SPRING TOWNSHIP.

The SRO shall always and for all purposes be an employee and Municipal Police Officer of MIDDLEBURG and shall remain subject to the direct supervision and control of the Middleburg Police Department Chief of Police or designee. The SRO shall not be considered an employee or Municipal Police Officer of SPRING TOWNSHIP. SPRING TOWNSHIP shall have no duties or responsibilities regarding the SRO.

SPRING TOWNSHIP shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any MIDDLEBURG personnel performing services hereunder for said SPRING TOWNSHIP, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, SPRING TOWNSHIP shall not be liable for compensation or indemnity to any MIDDLEBURG officer or employee for injury or sickness arising out of his employment. In addition, MIDDLEBURG agrees to hold SPRING TOWNSHIP harmless for any issues involving the Heart and Lung Act or any other applicable legislation that is enacted.

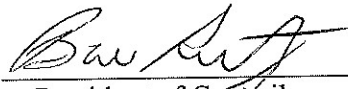
The parties agree that the police officers of MIDDLEBURG are employed by MIDDLEBURG and under the exclusive supervision and control of MIDDLEBURG, and MIDDLEBURG agrees, as such employer, to be responsible for any acts of and omissions of such policemen while on duty for the SCHOOL DISTRICT in SPRING TOWNSHIP, to the same extent that MIDDLEBURG may be responsible for such acts committed within MIDDLEBURG, and agrees to indemnify and hold harmless SPRING TOWNSHIP from any such liability as an employer on account of such acts or omissions. MIDDLEBURG agrees to maintain appropriate insurance protecting SPRING TOWNSHIP against liability for such acts and omissions to the extent deemed appropriate by MIDDLEBURG.


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, judgements, 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 it 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. MIDDLEBURG and SPRING TOWNSHIP do not in any manner waive their respective rights and immunities as provided by applicable law and/or regulation by entering into this Agreement.

This agreement shall become binding and in force as to the municipalities when adopted by both MIDDLEBURG and SPRING TOWNSHIP.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed effective the date aforesaid.

BOROUGH OF MIDDLEBURG


BY: 
President of Council

Attest: 
Secretary

Dated: 10/10/2023

SPRING TOWNSHIP

BY: 
Chairman of Board

Attest: 
Secretary

Dated: 10/17/2023