

**CLIFFORD TOWNSHIP**  
**SUSQUEHANNA COUNTY, PENNSYLVANIA**  
**AN ORDINANCE ADOPTING AN INTERMUNICIPAL COOPERATION AGREEMENT**  
**FOR POLICE PROTECTION SERVICE**  
ORDINANCE NO 1-20

An Ordinance of Clifford Township adopting an Intermunicipal Cooperation Agreement with the Township of Greenfield, wherein the Greenfield Township Police Department will provide police protection to Clifford Township

**BE IT ORDAINED AND ENACTED** by the Board of Supervisors of the Township of Clifford, County of Susquehanna and of the Commonwealth of Pennsylvania, and it is hereby ordained and enacted by the authority of the same, as follows:

**WHEREAS**, Clifford Township desires to enter into a formal Agreement with Greenfield Township for the use, through its territorial limits, of the service of police officers employed by the Township of Greenfield under the Municipal Police Jurisdiction Law 42 PA. C.S.A. § 8951, et seq., and in the Intergovernmental Corporation Law, 53 Pa. C.S.A. § 8953., and

**WHEREAS**, Greenfield Township has a Police Department with sufficient personnel and equipment to properly provide police protection services to Clifford Township,

**WHEREAS**, The Board of Supervisors of Clifford Township therefore enacts the following ordinance:

**ADOPTION OF INTERMUNICIPAL COOPERATION AGREEMENT**  
**FOR POLICE PROTECTION SERVICE**

**Section 101 TITLE.** This ordinance shall be known and may be cited as the Intergovernmental Cooperation Ordinance between the Township of Clifford and the Township of Greenfield.

**Section 102 INTENT AND AUTHORITY.** The purpose of this ordinance are as follows:

1. The Township of Clifford is a second-class Township, municipality and political subdivision located in Susquehanna County, Pennsylvania.
2. The Township of Greenfield is a second-class Township, municipality and a political subdivision located in Lackawanna County, Pennsylvania.

3. Greenfield Township has a Police Department with sufficient personnel and equipment to properly provide police protection services to Clifford Township.

4. Greenfield Township is willing to provide and Clifford Township is willing to accept police protection services from the Greenfield Township Police Department.

5. Clifford Township desires to enter into a formal Agreement with Greenfield Township for the use, through its territorial limits, of the service of police officers employed by the Township of Greenfield, under the Municipal Police Jurisdiction Law 42 PA. C.S.A. § 8951, et seq., and in the Intergovernmental Corporation Law, 53 Pa. C.S.A. § 8953.

6. The Pennsylvania Second-class Township code, Section 1507, authorizes the parties to enter into this Intermunicipal Cooperation Agreement regarding police protection.

7. Greenfield Township is willing to provide and Clifford Township is going to accept police protection services from the Greenfield Township Police Department under the terms and conditions of an Agreement to provide police protection which is adopted herein by reference thereto.

**Section 103 APPROVAL OF AGREEMENT**. Clifford Township does hereby approve entering into an Intergovernmental Cooperation Agreement with Clifford Township to authorize the Greenfield Township Police Department to have jurisdiction throughout Clifford Township, Susquehanna County, Pennsylvania for purposes of providing police protection as contained in the Agreement to provide police protection. A duly certified copy of this ordinance and an executed contract shall be filed with the office of the Township Secretary.

**Section 104 EXECUTION OF DOCUMENTS**. The chairperson of the Board of Supervisors of Clifford Township, together with the secretary, are hereby authorized and directed on behalf of Clifford Township to execute and deliver the Agreement to provide police protection for the Township of Clifford and do all things necessary to effectuate the terms of the Intermunicipal Agreement to Provide Police Protection.

**Section 105 RATIFICATION.** All actions of the chairperson of the Board of Supervisors of Clifford Township on the Agreement to provide police protection are hereby ratified and approved in all respects.

**Section 106 IMPLEMENTATION.** As required by section 2307 of the Pennsylvania Intergovernmental Corporation Act, the following matters are specifically found and determined:

1. The terms and conditions of the agreement to provide police protection are adopted herein in their entirety as if more fully set forth in this ordinance.

2. Greenfield Township shall participate with Clifford Township for a term of 10 months beginning March 10, 2020 and ending December 31, 2020. There are not renewal terms, leaving the parties free to negotiate for additional terms prior to the expiration of the initial term.

3. Purpose and objectives of the agreement provide police protection are set forth in Section 102 of this ordinance in any agreement to provide police protection.

4. The Greenfield Township Police Department will provide police protection services to Clifford Township, including, but not limited to, setting up and running traffic for a 1 to 2 hour period once a day for five days per week at an appropriate location within the Township, vehicle patrols of the entire Township once per shift or three times a day, seven days a week, for 112 hours per week, as more fully described in the agreement to provide police protection services, with the intent of enforcing the provisions of the Pennsylvania Crimes Code and the Pennsylvania Motor Vehicle Code.

5. No real property will be acquired for the agreement and any equipment or other personal property including but not limited to weapons, will be furnished by Greenfield Township to provide the intended police protection services to Clifford Township.

6. Clifford Township shall pay to Greenfield Township for police protection the sum of \$4500 per month commencing on March 10, 2020. In return, Clifford Township shall be entitled to all fines and penalties or portions thereof, as provided by law, for all

convictions based on crimes, summary offenses, and traffic offenses committed within the Township.

7. Greenfield Township shall provide insurance to adequately cover the police protection services and does hereby indemnify and hold harmless Clifford Township from all costs, judgments, expenses, payments, claims and causes of action arising from the activities of the Greenfield Township Police Department under this ordinance in the agreement to provide police protection services. Greenfield Township shall be treated as an independent contractor since Clifford Township is only contracting for police services. As such, Clifford Township shall have no financial liability for payroll, payroll taxes, or other benefits or otherwise.

8. Greenfield Township will, at all times, while providing services under this ordinance and the Police Service Agreement, maintain law enforcement officer's liability insurance in the minimum aggregate amount of \$1 million, which policy shall cover the police activities and name Clifford Township as an additional insured.

9. Greenfield Township and Clifford Township shall be empowered to enter into other contracts or policies necessary to effectuate the terms and conditions of the agreement to provide police protection.

10. Clifford Township shall appoint by a motion a supervisor to serve as a liaison with the Greenfield Township Police Department.

**Section 107 SEVERABILITY AND EFFECTIVENESS:**

1. Should any part of this Ordinance be rendered or declared invalid, preempted by other legislation, or unconstitutional, by a court of competent jurisdiction of the State of Pennsylvania, such invalidation of such part or portion of this Ordinance should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

2. Any ordinances or part of ordinances inconsistent herewith are hereby repealed.


3. The provisions of this Ordinance shall become effective on the

**DULY ENACTED AND ORDAINED** this 10th day of March, **2020**.

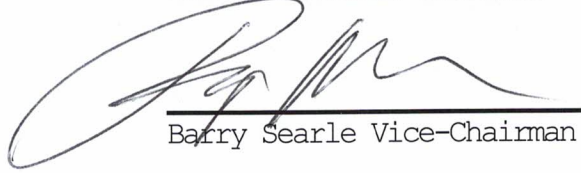
by the Board of Supervisors in lawful session duly assembled.

TOWNSHIP OF CLIFFORD

By:



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Dennis Knowlton Chairman



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Barry Searle Vice-Chairman



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Chris Marcho Supervisor

