

**CONTRACT FOR SILVER LAKE TOWNSHIP  
POLICE SERVICES  
TO FRANKLIN TOWNSHIP,  
SUSQUEHANNA COUNTY, PA**

This contract is made between Silver Lake Township (hereinafter "Silver Lake") a Pennsylvania municipality, whose mailing address is PO Box 23, Brackney PA 18812, and the Franklin Township (hereinafter "Franklin"), a Pennsylvania municipality, whose mailing address is RR 3 Box 93E, Montrose PA 18801.

AUTHORITY

1.0 This agreement is entered into pursuant to authority granted by the Second Class Township Code Article XIX, Section 1901 et. seq.

PURPOSE

2.0 This contract provides for Silver Lake to provide police services to Franklin pursuant to the terms, conditions, and limitations set forth in this contract. No independent or separate legal or administrative entity is created by this inter-local agreement. Silver Lake is being authorized by Franklin under this agreement to exercise law enforcement power granted to Franklin.

TERM OF AGREEMENT

3.0 This agreement shall be effective September 2, 2009 and continue for a period ending September 1, 2010. Provided, however, that Franklin may cancel this contract with such cancellation effective as of December 31, 2009 on condition that written notice of cancellation is received by Silver Lake not less than forty-five (45) days prior to December 31, 2009; provided further, however, that in the event Franklin timely elects to terminate this contract as of December 31, 2009, then and in such event Franklin will pay an early cancellation fee as liquidated damages in the amount of \$1,000.00 to Silver Lake to defray any potential costs to Silver Lake for court time to be expended by the Silver Lake Township Police with respect to any arrests made or citations issued prior to December 31, 2009 but not scheduled to be heard or disposed of in court until after that date; costs of any ongoing investigations which may lead to arrests after that date; administrative expenses and other costs necessary to winding up cases and services in Franklin after said cancellation date; and the like. Such cancellation fee shall be due and payable no later than December 31, 2009.

FINANCIAL ARRANGEMENTS

4.0 Unless this contract is sooner cancelled by Franklin pursuant to paragraph 3.0 of this Agreement, Franklin agrees to pay Silver Lake the sum of \$20,000.00 for police services during the term of this contract (September 2, 2009 through September 1, 2010) payable as follows: The sum of five thousand dollars (\$5,000.00) on or before September 1, 2009; Five thousand dollars (\$5,000.00) on or before December 1, 2009; Five thousand dollars (\$5,000.00)

on or before March 1, 2010; and a like sum of five thousand dollars (\$5,000.00) for the balance on or before June 1, 2010.

There shall be a 5% late charge for any payment received by Silver Lake more than five (5) days after any such payment is due

4.1 All criminal and traffic fines levied and collected by any ordinance, bureau, or court of competent jurisdiction generated by the enforcement of any state laws or local ordinances in Franklin shall be paid solely to Franklin.

## SERVICES

5.0 Silver Lake agrees to provide the same coverage to Franklin during the term of this Agreement as is being provided to Silver Lake. When the Silver Lake Township Police Department personnel are on duty, they will be available to respond to calls in both Silver Lake and Franklin. The Department will be on patrol in or on duty and available to respond to calls in Franklin a minimum of 40 hours each week on average during the term of this contract. The Chief of Police or his designee shall at all times retain the right to determine deployment, shifts, duty assignments, patrol and surveillance areas, traffic monitoring areas, staffing levels and the like in both Franklin and Silver. He shall provide Franklin with the Department's schedule and duty roster on a monthly basis for the previous month reflecting that Department personnel were on duty and available to respond to calls in Franklin a minimum of 40 hours per week on average. Silver Lake will provide the same or similar nature and kinds of police services to Franklin presently provided to Silver Lake and agrees that the Silver Lake Township Police Department will provide to Franklin the same nature and kinds of services in the future which may in the future be extended to Silver Lake. These police services shall include the enforcement of all state penal and vehicle and traffic statutes and shall also include but not be necessarily limited to the following: part-time police services and response to 911 calls; general investigation of major crimes, including follow-up investigations; illegal drug investigations and enforcement; traffic enforcement; DUI enforcement; telephone response services when the Silver Lake Township Police are on duty; court time; computerized records management services; and, as available, emergency response team services.

5.1 Franklin specifically grants the authority to Silver Lake and its police agency to enforce state laws and statutes within the boundaries of Franklin to the full extent that Franklin is authorized under Pennsylvania law to exercise its police power.

## GRANTS

6.0 Silver Lake and Franklin agree to cooperate as may be required in seeking grants during the terms of this agreement for police services to be provided in Silver Lake and Franklin or other areas.

## LIABILITY AND INDEMNIFICATION

7.0 Silver Lake agrees to indemnify, hold harmless and defend Franklin for all claims, demands, lawsuits, actions or proceedings resulting from or arising out of the acts or omissions of Silver Lake in providing police services to Franklin under this contract. Silver Lake represents and Franklin acknowledges that Silver Lake has liability insurance coverage in effect and may rely upon this pledge or indemnification for its protection or may, at Franklin's sole option, insure such risks at its own expense. In the event of any claim, demand, lawsuit, action or proceeding brought against Franklin by reasons of the foregoing, Franklin shall provide immediate notice thereof to Silver Lake together with a demand to defend so that Silver Lake may promptly advise its insurance carrier and solicitor.

7.1 Franklin agrees to indemnify, hold harmless and defend Silver Lake from any and all claims, demands, lawsuits, actions or proceedings of any kind, which in any way arise from or out of the negligence, acts or omissions of Franklin or which may in anyway result from or arise out of the enforcement by the Silver Lake Township Police Department of any local law or ordinance of Franklin which is alleged to be unconstitutional or in any way unlawful, or from such claims, demands, lawsuits, actions, or proceedings wherein Franklin through its agents, servants or employees or independent contractors (other than Silver Lake) causes damage to any third party or any entity in connection with the police services being provided by Silver Lake. In the event any action or proceeding is brought against Silver Lake by reason of the foregoing, Silver Lake shall provide immediate notice thereof to Franklin together with a demand to defend so that Franklin may promptly advise its' insurance carrier and solicitor.

## DEFAULT

8.0 If Franklin defaults in any payment due under this Agreement and such default continues for thirty (30) days after written notice from Silver Lake, Silver Lake shall have the right to terminate this contract in which event Franklin shall remain obligated and liable for all payments due to Silver Lake, including late charges, in accordance with paragraph 4.0 above herein.

## RIGHT OF CONSULTATION

9.0 The Franklin Township Board of Supervisors shall have the right from time to time to consult with the Silver Lake Board of Supervisors for the purpose of reviewing police services provided to Franklin. Silver Lake will consider any request for a change in service or a change in the way service is provided to Franklin Township. If such changes can be reasonably implemented by Silver Lake Township Police Department consistent with the way such services are provided to Silver Lake, Silver Lake will use its best efforts to make such changes in the nature or kind of services or in the manner in which such services are being provided.

RENEWAL OF CONTRACT

10.0 Unless sooner cancelled by Franklin Township pursuant to paragraph 3.0 above of this contact, the parties shall confer not less than ninety (90) days before the expiration of the term of this Agreement (September 1, 2010) on the extension or renewal of the police services being provided by Silver Lake to Franklin on such terms and at such charges as may be agreeable to both parties. In the event the parties are unable to reach an agreement, Franklin shall provide written notice to Silver Lake Township of its intention not to extend or renew its contract for police services in which event Silver Lake shall cease providing such services on and after September 1, 2010. Provided, however, that if Franklin Township elects not to renew or extend its contract for police services with Silver Lake, then and in that event Franklin will pay a cancellation fee as liquidated damages in the amount of \$1,000.00 to Silver Lake to defray any potential costs to Silver Lake of any court time to be expended by the Silver Lake Township Police Department with respect to any arrests made or citations issued prior to September 1, 2010 but not scheduled to be heard or disposed of until after that date; costs of on-going investigations which may lead to arrests after September 1, 2010; administrative expenses and other costs necessary to winding up cases and services in Franklin after said cancellation date, and the like. Such payment shall be made by Franklin to Silver Lake on or before September 1, 2010.

MISCELLANEOUS

11.0 Complete Agreement. This agreement constitutes the complete agreement between the parties.

11.1. Force Majeure. Silver Lake is relieved of its obligations under this agreement for events outside of its control, which make it impossible to provide police services to Franklin. Such events include but are not limited to acts of God, natural disasters, civil insurrection, war, or labor stoppages. Silver Lake agrees that it will provide to Franklin Township even during such events the same level of police services as are provided to Silver Lake.

11.2. Assignment of Obligation or Rights. Neither party may assign any part of this agreement to a third party without written consent of the other party.

11.3. Notices. All notice or demands required to be given shall be in writing and either delivered by hand or sent by first-class mail, postage prepaid, through the United States postal system, addressed to the party to be affected as follows:

As to Silver Lake Township: \_\_\_\_\_

With a copy to: Silver Lake Township Police Chief,  
Timothy Burgh

As to Franklin Township: \_\_\_\_\_

11.4. Amendment. This agreement may be amended only by written agreement between the parties.

11.5 Execution and Counterparts. This contract may be executed in several counterparts, each of which shall be an original and which shall constitute one in the same instrument.

11.6 Captions. The captions/headings in this contract are for convenience only and in no way define, limit or describe the scope of intent of any provisions in this agreement.

11.7 Liaison. During the term of this agreement, Silver Lake and Franklin will agree upon a supervisor from each respective municipality to act as liaison between the two municipalities and to the Silver Lake Police Department.

Silver Lake Township

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Franklin Township

Dated: \_\_\_\_\_

By: \_\_\_\_\_