

2020-21 POLICE SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of July 2020, by and between the Township of Cranberry, hereinafter called the "Township," and Seneca Valley School District, hereinafter called the "School District," or collectively the "Parties."

WITNESSETH:

1. The Township will provide one or more Township police officers (hereinafter "Police Officers" or "Officers") to perform duties as follows: Provide police officer(s) during agreed upon times to patrol and have a presence in Rowan Elementary, Haine Elementary, and Haine Middle School (hereinafter "Police Services"). The Police Officer(s) rotate between the three schools as necessary. Typically, the Township will provide one officer for two hours during the a.m. hours and one officer for two hours during the p.m. hours, or on other agreed upon times. The Township will also provide Officers(s) for special school events per requests from the School District. The School District, when possible, will request Officers one week in advance of the expected detail. These duties will be performed on days on which school is in session for students during the 2020-21 school year, commencing in August 2020 and ending in June 2021.

2. School District agrees to pay to the Township \$79.13 for each hour of duty. **There is a guaranteed minimum of two hours for each officer called to perform the duty.** Requested details of six hours or more may require the Township to divide the coverage into multiple shifts. The School District may cancel the detail two hours prior to the beginning of a scheduled shift. If a scheduled shift is not cancelled within the allotted time, then the two-hour minimum applies. The School District acknowledges and understands that there may be instances when the officer who is stationed at a school may be called away from the school in the case of an emergency, staffing problem or other instance that the Police Department deems necessary. In such event, School District will be charged only for the hours of service provided on that date.

3. Quarterly payments for services provided shall be paid to the Township on October 15th, January 15th, April 15th and June 15th of each school year.

4. It is understood and agreed by the Parties that Police Officers are employees of the Township for the purpose of the Police Services and the Township is responsible for providing required Workers' Compensation, Unemployment Compensation and for pay related withholdings and deductions.

5. The Police Services provided will be of the same caliber and scope as those furnished to the residents of the Township, including but not limited to, regular police patrols, emergency response, investigative services, arrest and detainment, and supervisory and administrative services. School District recognizes that Officers will carry the same duty weapons as they do during police work for the Township. Police Services shall be limited to services within the jurisdiction of the Pennsylvania municipal police officer.

6. It is the intent of the Parties to be covered under the auspices of any applicable immunities and/or limitations of liability granted by law. To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its officers, employees or agents from any and all liability, losses or damages, including attorney's fees and costs of defense, which such party or its officers, employees or agents may incur as a result of any

claim, demand, suit or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the actual or alleged negligent performance of Police Services under this Agreement. Each party shall promptly notify the other party of each claim and shall reasonably cooperate with the other party in the defense and resolution of each claim and shall not settle or otherwise dispose of the claim without notice to the other party. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement, provided the claims are based upon actions that occurred during the term of this Agreement. If a legal action should arise from any event arising under this Agreement, each party will assume responsibility for their costs incurred in such litigation.

7. This Agreement is effective on the first day of the 2020-2021 School Year and Ends on the last day of the 2020-2021 School Year. Either Party may terminate this agreement with sixty (60) days' notice to the other party. In the event of a termination, the School District will pay only for those Police Services already performed by Police Officers.

8. The Court of Common Pleas, Butler County Shall have jurisdiction over any dispute arising under the Agreement.

9. Any provision, part or article of this Agreement determined to be invalid by a Court of appropriate jurisdiction shall be severed from the whole, preserving the meaning and intent of the balance of the agreement.

10. This agreement is adopted pursuant to the Intergovernmental Cooperation Act, 53 P.S. §2301 et seq.

DATED at Cranberry Township, Butler County, Pennsylvania the day and year first above written.

Seneca Valley School District:

Township of Cranberry:

By: _____
Seneca Valley School Board, President

By: _____
Jerry A. Andree
Township Manager

Seneca Valley School District
124 Seneca School Road
Harmony, PA 16037

Cranberry Township
2525 Rochester Road
Cranberry Township, PA 16066