

*Charles G. Ross, Jr., Esquire*

*Attorney at Law*

*48 Old Boston Road*

*Pittston, Pa. 18640*

570-479-3897

12/08/2017

RE: Laflin Borough Police Agreement

Jenkins Township Supervisors

46 ½ Main Street

Inkerman

Pittston, Pa. 18640

Dear Jenkins Township Supervisors:

Enclosed please find the new police agreement between Jenkins Township and Laflin Borough with the figures for your review.

- January 1, 2018, to December 31, 2018      Sixty-Five Thousand Dollars, (\$65,000.00)
- January 1, 2019, to December 31, 2019      Sixty-Seven Thousand Dollars, (\$67,000.00)
- January 1, 2020, to December 31, 2020      Sixty-Nine Thousand Dollars, (\$69,000.00)

Thank you for taking the time to review my proposal. I look forward to talking with you.

Sincerely,

**Charles G. Ross, Jr., Esquire**

Enclosure 1

**JOINT MUNICIPAL AGREEMENT FOR LAW  
ENFORCEMENT SERVICES**

**THIS AGREEMENT** made this \_\_\_ Day of December, 2017 by and between Jenkins Township, Luzerne County, Pennsylvania hereinafter "Jenkins Township) and the Borough of Laflin , Luzerne County, Pennsylvania (herein after "Laflin")

**WITNESSETH**

**WHEREAS**, Laflin wishes to have the police department of Jenkins Township perform all municipal police functions within Laflin; and

**WHEREAS**, Jenkins Township is willing to render such services pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree follows:

- 1 . Jenkins Township agrees, through its police department, to provide municipal police protection within the corporate limits of Laflin 24 hours/day, 365 days/year to the extent and in the manner hereinafter set forth.
- 2 . The level of services shall be the same level of service that is provided for the incorporated areas of Jenkins Township by the police department.
- 3 . The implementation of services, standards of performance, discipline of officers and other matters incident to the performance of services and control of personnel so employed shall remain with Jenkins Township.
- 4 . In the event of a dispute between the parties concerning the extent of the duties functions to be rendered hereunder, or concerning the level of performance of such services, the parties agree to attempt to resolve any such dispute a meeting and discussion by a committee composed of the Mayor of Laflin, the President of Council of Laflin and their Committee Members, and the Board of Supervisors of Jenkins Township and its Committee Members.
- 5 . Laflin grants the police department of Jenkins Township and its officers all powers to police Laflin as their primary jurisdiction in accordance with 42 PC C.S.A. S8951, et seq.
- 6 . Laflin is contracting with Jenkins Township for police services and as Jenkins Township forms its regional police force this contract shall continue with Laflin and the new regional police department.

7. Jenkins Township through its police department, shall provide law enforcement services to Laflin as follows:

### **PATROL SERVICES**

a. Jenkins Township acknowledges a police force totaling twelve (12) officers comprised of three (3) fulltime officers and nine (9) part time officers. It is agreed that during the term of this agreement the number of full-time and part-time officers on its force may not decrease.

b. Jenkins Township acknowledges a police vehicle pool of four (4) police cruisers. It is agreed that during the term of this agreement the number of police cruisers shall not decrease.

c. Jenkins Township agrees to schedule for work a minimum of one (1) police officer on all shifts during the term of this Agreement.

d. Police Officers shall provide enforcement of the Vehicle Code of the Commonwealth of Pennsylvania. Police will conduct traffic control/patrols activities in Laflin Borough a minimum of three (3) times during each month. These traffic control/patrols activities shall include the following:

- i. Speeding Violation Patrol within Borough;
- ii. Stop Sign Violation Patrol with Borough;

e. Police Officers Shall provide enforcement of the Crimes Code of the Commonwealth of Pennsylvania

f. Police Officers shall provide enforcments of all ordinances of Laflin

g. Police Officers shall maintain periodic Patrols/Security checks of business establishments located within the limits of Laflin.

h. Police Officers shall report hazardous conditions existing within Laflin to the proper authorities, (i.e. traffic signs down, holes in the roadway, street light out, etc.)

### **INVESTIGATIVE SERVICES**

a. Investigate to a satisfactory conclusion: (1) all reported criminal offences; (2) other offenses of a nature or similar in nature to those now and hereafter investigated by the Jenkins Township Police Department within the limits of Laflin Borough.

b. Investigate accidents occurring anywhere within Laflin Borough which are of a type or similar in nature to those now or hereafter investigated within the limits of Jenkins Township.

- c. Respond appropriately to all citizen complaints and requests.
- d. Prosecute in the courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law and Borough ordinance violations occurring within Laflin.

### ADMINISTRATIVE SERVICES

- a. Jenkins Townships police department shall establish and maintain a complete and up-to-date police records' system concerning all services rendered to Laflin by Jenkins Township.
  - b. Jenkins Township 's police department shall send monthly shift schedules. Jenkins Township police department shall provide Laflin with monthly and yearly police activity report setting forth an account of services rendered hereunder. All magisterial fines imposed in Laflin Borough will be forwarded to Laflin Borough by the appropriate District Court and/or Jenkins Township.
  - c. Jenkins Township police department shall submit to the State and Federal governments all required and necessary reports that are of the type or similar in nature to those that are now or hereafter submitted by Jenkins Township police department.
  - d. Jenkins Township police department shall make recommendations to the Mayor of Laflin and Laflin Borough Council if and when necessary, for the improvement of traffic and other regulations.
8. For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every Jenkins Township police officer shall have all the powers and authority conferred by law on Laflin police while performing services for Laflin.
9. Laflin shall not be required to assume any liability for the direct payment of any salaries, wages, pension, unemployment/workman's compensation or other compensation, costs or expenses to any Jenkins Township personnel performing services hereunder for laflin, or any liability of any End whatsoever.
10. Laflin shall not be liable for compensation or indemnity to any Jenkins Township officer or employee for injury or sickness arising out of his/her employment,
11. The parties agree that the police officers of Jenkins Township are employed by the Jenkins Township Board of Supervisors and under the exclusive supervision and control of Jenkins Township Board of Supervisors and Jenkins Township Board of Supervisors agrees, as such employer, to be responsible for any acts and omissions of such police officers while on duty in Laflin, to the same extent that Jenkins Township may be responsible for such acts committed wihthin Jenkins Township, and agrees to indemnify\$' and hold harmless Laflin from any such liability on account of such acts and omissions. Jenkins Township agrees to maintain sufficient insurance protecting Laflin against liability for such acts and omissions. Jenkins Township agrees to provide a copy of said insurance policy to Laflin on the date of the signing of this Agreement.

12. The Mayor of Laflin shall have the right to make recommendations and inquiries regarding services provided to Laflin directly to the Chief of Police of the Jenkins Township and/or regional police department
13. Laflin agrees to pay Jenkins Township for the services performed under this agreement during the three (3) year term of this Agreement as follows:
  - a. Year One Beginning January 1, 2018 and ending December 31, 2018, the sum of Sixty-Five Thousand Dollars, \$65,000.00, in monthly installments of Five Thousand Four Hundred and Sixteen Dollars, \$5,416.66.
  - b. Year Two (2); Beginning January 1, 2019 and ending December 31, 2019, the sum of Sixty-Seven Thousand Dollars, \$67,000.00, in monthly installments of Five Thousand Five Hundred and Eighty-Three Dollars, \$5,583.33.
  - c. Year Three (3): Beginning January I, 2020 and ending December 31, 2020, the sum of Sixty-Nine Thousand Dollars, \$69,000.00, in monthly installments of Five Thousand Seven Hundred and Fifty Dollars, \$5,750.00.

**Said monthly installments shall be owing and due on the fifth (5<sup>th</sup>) day of each month for which service is to be provided.**

14. This Agreement shall be effective for a period of three (3) years beginning January 1, 2018. Prior to the end of said term, either party shall have the right to terminate this Agreement upon ninety (90) days notice. Otherwise, the agreement shall continue on a month to month basis unless or until terminated. Laflin specifically and expressly reserves the right to terminate this Agreement prior to the expiration of the term If Jenkins Township shall fail to perform any of its material obligations hereunder, then in addition to all other remedies, Laflin Borough has pursuant to Pennsylvania law, it may terminate this contract upon thirty (30) days written notice to Jenkins Township specifying Jenkins Township's failure, all without prejudice to any right to damages for breach of contract or to any other rights of Laflin Borough arising from such breach.
15. This Agreement shall insure to the benefit of all parties and their assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be adopted and executed the day and year first above written.

ATTEST:

JENKINS TOWNSHIP

By:

ATTEST:

LAFLIN BOROUGH

By: