

FIRST AMENDMENT TO POLICE COOPERATION AGREEMENT

This agreement is entered into this _____ day of _____, 2007, by and between the Borough of Modena, Chester County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, its principal office located at 16 Union Street, P.O. Box 116, Modena, PA 19358 (hereinafter called "Modena"), and East Fallowfield Township, Chester County, Pennsylvania, a Second Class Township and a political subdivision of the Commonwealth of Pennsylvania, with its principal office located at 2264 Strasburg Road, East Fallowfield, PA 19320, (hereinafter called "East Fallowfield").

WHEREAS, East Fallowfield operates the East Fallowfield Township Police Department (hereinafter "Department") providing police services to the residents and the property owners of East Fallowfield; and,

WHEREAS, Modena has requested that East Fallowfield provide certain police protection and services to the Borough of Modena; and

WHEREAS, East Fallowfield and Modena desire that such police services be provided within Modena by the Department pursuant to an agreement between East Fallowfield and Modena; and

WHEREAS, the Borough Code at 53 P.S. 46202(35) authorizes boroughs to enter into agreements with adjoining municipalities for the provision of police services; and

WHEREAS, the Second Class Township Code, 53 P.S. §66094 provides that a second class township may enter into a contract with an adjacent borough to provide police services within the adjacent borough, and the police officers of the second class township shall have all the powers and authority conferred by law on the borough police in the territory of the borough; and

WHEREAS, East Fallowfield and Modena are further authorized to enter into this intergovernmental cooperation pursuant to provisions of an Act of the Commonwealth of Pennsylvania relating to intergovernmental cooperation, specifically, 53 Pa. C.S.A. §2301 et seq., and 53 P.S. §481 et seq.; and

WHEREAS, pursuant to East Fallowfield Township Ordinance No. 2007-04, adopted May 23, 2007, and Modena Borough Ordinance 140-07, adopted March 15, 2007, East Fallowfield and Modena have entered into a joint cooperative agreement for the purpose of providing police services to Modena for the period June 1, 2007 through January 31, 2008; and

WHEREAS, East Fallowfield and Modena desire to amend the said joint cooperative agreement for the purpose of extending the agreement providing police

services to Modena for the two year period from January 1, 2008 through December 31, 2009, as more particularly defined in this agreement (hereinafter called the "First Amendment").

NOW, THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound, the parties agree as follows:

I. Duties of East Fallowfield

A. East Fallowfield, through the Department, shall provide municipal police services within Modena consistent in coverage and officer hours with the Department's services within East Fallowfield.

B. East Fallowfield shall maintain authority and control of the Department including but not limited to police staffing, scheduling and coverage, salaries, benefits and other compensation and insurance relative thereto.

C. East Fallowfield will oversee the police function in Modena through its chain of command in the Department.

II. Duties of Modena

Modena shall pay to East Fallowfield the sum of \$____.00 per month for calendar year 2008 (1/1/2008 through 12/31/2008) and the sum of \$____.00 per month for calendar year 2009 (1/1/2009 through 12/31/2009). Payment shall be due on the first Monday of the month during the term of this First Amendment. The funds payable by Modena to East Fallowfield for police services hereunder shall be paid from the General Fund of Modena in accordance with the Borough Code.

III. Relationship of the Parties

A. Services Provided to Modena by East Fallowfield through the Department shall be within the exclusive control of East Fallowfield, subject only to the provisions of this Agreement. In no event shall this First Amendment be construed or interpreted to render any personnel of East Fallowfield or the Department to be employees, servants, agents, workmen or representatives of Modena. Day to day Department management and administration as well as Department policy and procedures shall remain solely the responsibility of East Fallowfield and the Department.

B. Modena shall designate one representative of Modena Borough Council to act as liaison to the Department during regular departmental meetings. Modena shall be notified of any and all departmental meetings which concern the provision of police services to Modena. Participation on the part of Modena representatives at such departmental meetings shall be subject to the terms of the preceding paragraph, III, A. Modena will continue to receive daily reports by email. The Modena liaison to the Department will be the only representative to contact East Fallowfield, the Department, its police chief or their police liaison from their Board of Supervisors. All administrative issues by the Department or through East Fallowfield will be presented only to the Modena liaison.

C. The municipal portion of all citation fees, and fines derived from

violations coming within Modena boundary lines shall be the sole and separate property of Modena.

D. Modena will keep copies of the police schedules and when determined by the Department to be practical and feasible, one police officer from the Department or their designee shall be present at no more than one regular Borough of Modena Council meeting per month to present a report on Department activity relating to the Borough of Modena during the previous month or quarter.

IV. Term

A. The term of this First Amendment shall be a period of two years commencing January 1, 2008 and expiring on December 31, 2009 at 11:59 p.m.

B. The parties may renew this Agreement jointly and mutually no sooner than 12/31/2009. Thereafter, in the absence of any renewal, the First Amendment may continue month-to-month with a minimum thirty (30) days notice of cancellation by either party.

C. Notwithstanding the foregoing, neither East Fallowfield nor Modena shall be under any obligation to continue the services provided hereunder if either determines that such is not in the best interest of East Fallowfield or Modena. Accordingly, at any time during the initial term or any renewal term, either party may terminate this First Amendment with a minimum thirty (30) days notice of cancellation.

D. This First Amendment shall supersede the original Joint Cooperation Agreement of June 1, 2007 effective as of January 1, 2008.

V. Equipment

A. Any and all police equipment that, at the commencement of this First Amendment, has been purchased by Modena shall remain the property of Modena. Any and all police equipment that is purchased after the commencement of this First Amendment, not previously designated as property of Modena, shall become the property of the Department and shall be managed and disposed of by East Fallowfield.

VI. Office

A. The Department office, or police station, shall be located at East Fallowfield's current police station facility.

VII. Notices

A. Notices or other communications given pursuant to or in connection with this agreement shall be in writing and mailed either by First Class Mail, postage prepaid, addressed as follows, or via email at the below email addresses or via fax to the below facsimile numbers.

Borough of Modena 16 Union Street
P.O. Box 116
Modena, PA 19358
modena06@comcast.net
Fax: 610-384-4508

East Fallowfield Township 2264
Strasburg Road
East Fallowfield, PA 19320
secretary@eastfallowfield.org
Fax: 610-384-7143

VIII. Liability Insurance

A. East Fallowfield, at its sole cost and expense, will secure and provide automobile insurance and police professional liability coverage for the Department's activities within Modena. Modena shall be responsible for the payment of any deductible required to be paid as a result of any insurance claim arising from or involving police activities within or relating to Modena. Each party hereto waives any and all causes of action or claims against all other parties hereto and against the Department which may arise out of the Department's police activities hereunder. East Fallowfield further agrees to cause any insurance policy providing liability coverage against claims arising out of its police activities to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right to subrogation against each party to this agreement as to any and all causes of actions or claims which may arise out of the Department's police activities hereunder, provided that coverage containing such waiver of subrogation is available. Said liability insurance protection shall name all parties as additional insureds, provided such coverage is available.

IX. Modification

A. This agreement may be amended or modified only in writing by agreement of the parties and pursuant to appropriate action of the governing bodies.

X. Governing Law

A. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

XI. Entire Agreement

A. This Agreement is the entire agreement among the parties hereto.

XII. Multiple Counterparts

A. This agreement may be executed in multiple counterparts, each of which shall be deemed an original.

XIII. Construction

A. No provision of this Agreement shall be interpreted for or against any party because that party or that party's representative drafted this Agreement in whole or in part. In the construction of this Agreement, the parties hereto intend and agree that the separate provisions of this Agreement shall be construed as a whole and, where possible, consistent with each other.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have affixed their hands and seals as of the day and year first above written.

ATTEST:

BOROUGH OF MODENA

By: _____

ATTEST:

EAST FALLOWFIELD TOWNSHIP
