

Agreement for Police Protection

THIS AGREEMENT made this 20TH day of JANUARY, 2014 by and between; The **Borough of Portage**, a home rule municipal corporation organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, located in Cambria County, Pennsylvania (hereinafter the "Borough") and **The Municipal Authority of the Borough of Portage**, a municipal authority organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, located in Cambria County, Pennsylvania (hereinafter the "Water Authority").

WHEREAS, the Water Authority owns property and carries out functions within the Borough and provides fire hydrants to the Borough;

WHEREAS, the Water Authority is desirous of police protection within and upon the property which it owns;

WHEREAS, the Borough employs a Police Department;

WHEREAS, the Pennsylvania Municipal Authorities Act authorizes appointment of Authority Police (53 P.S. §5607); and

WHEREAS, it is to the advantage of all citizens concerned that adequate and timely police protection be afforded to the public water production and distribution facilities at all its locations.

NOW THEREFORE, the parties hereto agree as follows:

- 1) The Water Authority hereby appoints the Portage Borough Police Department to enforce all of the statutes and laws of the United States of America, Commonwealth of Pennsylvania and ordinances of any applicable local government agency with respect to the property of the Water Authority pursuant to section 5607(d)(26) of the Municipality Authorities Act.
- 2) Any costs or fines collected as a result of any investigation, arrest or conviction as a result of the Portage Borough Police Department activities regarding Water Authority facilities shall be the property of and paid to the Borough.

- 3) The parties hereto do not waive, surrender or diminish any immunities, statutory or otherwise, that they may be entitled to plead in the event of any legal action or claim which may result in liability. The parties agree to share equally in any liability which may result from the activities of the Borough Police Department on Water Authority property.
- 4) In consideration of the Borough providing police services to the Water Authority, there shall be no charge for maintenance of or emergency usage of fire hydrants within the Borough during the term of this agreement.
- 5) The Borough shall retain full power and authority over its officers at all times and locations. Said officers shall remain at all times as employees of the Borough for all purposes, including but not limited to injury or compensation.
- 6) This Agreement shall become effective immediately upon execution by all parties and shall renew automatically every twenty-four (24) months thereafter.
- 7) This Agreement may be terminated upon ninety (90) days written notice in advance of any expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day first above written.

BOROUGH OF PORTAGE:

By:

Sharon M. McCarthy
Sharon M. McCarthy - President

Attest:

Michelle D. Claar (Seal)
Michelle D. Claar - Secretary

**MUNICIPAL AUTHORITY
OF THE BOROUGH OF
PORTAGE:**

By:

Raymond Bowman
Raymond Bowman - Chairman

Attest:

Thomas F. Hodgkinson (Seal)
Thomas F. Hodgkinson - Secretary