

County of Franklin

ORDINANCE NO. 2019-

AN ORDINANCE AUTHORIZING FRANKLIN COUNTY TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOROUGH OF CHAMBERSBURG FOR COUNTY TO PERFORM INTAKE AND PROCESSING OF INDIVIDUALS ARRESTED BY BOROUGH POLICE OFFICERS.

WITNESSETH

WHEREAS, the County of Franklin (hereinafter “COUNTY”) and the Borough of Chambersburg (hereinafter “BOROUGH”) have the authority, pursuant to 8 Pa.C.S.A. §1202 (24), and 53 Pa. C.S.A. 2301 et. seq., to enter into agreements with other political subdivisions, in accordance with existing laws, in performing government powers and duties and functions and in carrying into effect provisions of law relating to subjects which are common to such political subdivisions; and

WHEREAS, BOROUGH maintains a municipal police department; and

WHEREAS, COUNTY operates a correctional facility; and

WHEREAS, BOROUGH desires that COUNTY perform intake and processing of individuals arrested by BOROUGH police officers and who are ordered to report for processing by a judge; and

WHEREAS, BOROUGH and COUNTY believe that it would be in the best interest of its respective citizens and residents to enter into this Agreement.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of Franklin County, Pennsylvania, as follows:

SECTION I: AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL COOPERATION AGREEMENT ALLOWING COUNTY TO PERFORM INTAKE AND PROCESSING OF INDIVIDUALS ARRESTED BY BOROUGH POLICE OFFICERS AND WHO ARE ORDERED TO REPORT FOR PROCESSING BY A JUDGE.

- A. The Franklin County Board of Commissioners hereby approves the execution of an Intergovernmental Cooperation Agreement which will allow the COUNTY to perform intake and processing of individuals arrested by BOROUGH police officers (hereinafter “Agreement”). A true and correct copy of the Agreement is attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION II: TERMS OF AGREEMENT

In accordance with § 2307 of the Intergovernmental Cooperation Act, the Franklin County Board of Commissioners hereby declare that:

- A. COUNTY shall perform intake and processing of individuals, including fingerprinting and photographing, of in-custody arrestees transported to the Franklin County Jail by all BOROUGH Police Officers and all individuals who are arrested and ordered to report to the Jail by a judge.
- B. BOROUGH shall pay COUNTY to update its Live-Scan computer software.
- C. BOROUGH shall follow all applicable COUNTY procedures pertaining to arrestee intake and processing and complete an Arrestee Hold Form in a format agreed upon by the Parties upon delivery of an arrestee to the Jail for processing.
- D. The Agreement shall become effective when signed by BOROUGH and COUNTY and upon the effective date of this Ordinance. The term of the Agreement shall be for one (1) year and shall be deemed automatically renewed for additional one (1) year terms until terminated by either party as set forth in the Agreement.

SECTION III: PAYMENT SOURCE

No payments shall be made pursuant to this agreement by COUNTY.

SECTION IV: SEVERABILITY

If any sentence, clause, section, or part of this Ordinance is for any reason found unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared the intent of the Franklin County Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION V: EFFECTIVE DATE

This Ordinance shall take effect on _____.

ENACTED AND ORDAINED, this _____ day of _____, 2019.

ATTEST:

FRANKLIN COUNTY COMMISSIONERS

Carrie E. Gray
County Administrator/ Chief Clerk

David S. Keller, Chairman

Robert L. Thomas, Commissioner

Robert G. Ziobrowski, Commissioner

EXHIBIT A

INTERGOVERNMENTAL COOPERATION AGREEMENT

Re: Central Booking Services

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “Agreement”) is made this ____ day of _____, 2019, by and between **THE BOROUGH OF CHAMBERSBURG**, a BOROUGH organized and existing under the laws of the Commonwealth of Pennsylvania (the “BOROUGH”), with a principal business address of 100 South Second Street, Chambersburg, Pennsylvania, 17201, and **FRANKLIN COUNTY**, a fourth class county organized and existing under the laws of the Commonwealth of Pennsylvania (the “COUNTY”) with a principal business address of 340 North Second Street, Chambersburg, Pennsylvania, 17201.

WITNESSETH

WHEREAS, the BOROUGH and the COUNTY have the authority, pursuant to the Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2303, to enter into agreements with other local governments for cooperation in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, the BOROUGH maintains a municipal police department known as the Chambersburg Police Department; and

WHEREAS, the COUNTY operates a correctional facility, known as the Franklin County Jail (the “Jail”); and

WHEREAS, the BOROUGH desires that the COUNTY perform intake and processing of individuals arrested by BOROUGH Police Officers and who are ordered to report for processing by a judge; and

WHEREAS, the COUNTY requires updates to its computer hardware and/or software in order to process individuals for holding on behalf of the BOROUGH; and

WHEREAS, the BOROUGH and the COUNTY desire to enter into this Agreement to establish each Party's responsibilities with regard to arrestee intake processing; and

WHEREAS, the BOROUGH and the COUNTY believe it would be in the best interests of its respective citizens and residents to enter into this Agreement.

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

1. **RECITALS.** The above recitals are incorporated herein by reference and are deemed an integral part of this Agreement.
2. **BOROUGH'S OBLIGATIONS:**
 - a. The BOROUGH agrees to pay for the COUNTY to update its "Live-Scan" computer hardware and/or software to allow the COUNTY to process BOROUGH arrestees in accordance with the COUNTY's obligations, as detailed below.
 - b. The BOROUGH shall work directly with the COUNTY's Live-Scan vendor to arrange for payment for the required updates.
 - c. The BOROUGH shall follow all applicable COUNTY procedures pertaining to arrestee intake and processing.
 - d. The BOROUGH shall complete an "Arrestee Hold Form," in a format agreed upon by the Parties, upon delivery of an arrestee to the Jail for Processing.

3. **COUNTY'S OBLIGATIONS:**

- a. The COUNTY shall perform intake processing, including fingerprinting and photographing, of in-custody arrestees transported to the Jail by all BOROUGH Police Officers.
- b. The COUNTY shall perform intake processing, including fingerprinting and photographing, of individuals who were arrested by BOROUGH Police Officers and who are ordered to report to the Jail by a Judge.

4. **GOVERNING LAW.** This Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Pennsylvania.

5. **DELEGATION OF POWER.** The BOROUGH delegates to the COUNTY the powers it possesses under the Borough Code and any other statute, law, or regulation that is reasonably necessary for the COUNTY to effectuate the intake processing services described in this Agreement.

6. **MODIFICATION.** The terms of this Agreement may be modified only by a written instrument signed by all parties hereto.

7. **TERM OF AGREEMENT.** The initial term his Agreement shall be for a term of one (1) year from the Effective Date of this Agreement. This Agreement shall automatically renew for additional one (1) year terms until either party terminate this Agreement as provided for herein.

8. **TERMINATION.** The Agreement may be terminated by either party at any time upon thirty (30) days' written notice to the other party.

9. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and

all of which, taken together, shall constitute but one and the same instrument.

10. The parties acknowledge and agree that this Agreement is a result of negotiations and therefore, the Agreement shall not be construed against either party as the drafter of the Agreement.

11. **AUTHORIZATION.** The parties acknowledge and agree that their respective governing bodies have taken the necessary action to authorize it to enter into this Agreement and that the terms and conditions of this Agreement shall be binding upon each party.

12. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been included herein.

13. **EFFECTIVE DATE.** This Agreement shall be effective on the date first written above.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons authorized to sign on their behalf by signing below as of the day and year first above written.

ATTEST:

BOROUGH OF CHAMBERSBURG

By: _____
Heath Talhelm
President, Town Council

ATTEST:

FRANKLIN COUNTY

By: _____
David S. Keller
Chairman, Franklin County Commissioners