

(County of Mercer) (Borough of Greenville)
(Township of Hempfield)(Township of Pymatuning)

**AN ORDINANCE OF THE (COUNTY OF MERCER)
(BOROUGH OF GREENVILLE) (TOWNSHIP OF WEST SALEM)
(TOWNSHIP OF HEMPFIELD) (TOWNSHIP OF SUGAR GROVE)
(TOWNSHIP OF PYMATUNING) (HEREINAFTER "MUNICIPALITY"),
MERCER COUNTY, PENNSYLVANIA, ADOPTING AN
INTERGOVERNMENTAL AGREEMENT WITH OTHER SIGNATORY
MUNICIPALITIES FOR THE PURPOSES OF THE CREATION AND
OPERATION OF THE GREENVILLE REGIONAL LOCK-UP.**

BE IT ORDAINED AN ENACTED by the Municipality, and it is hereby
ordained by the authority of the same as follows:

- SECTION 1. The Municipality has evidenced its intent to participate in an Intergovernmental Agreement, the purpose of which is to provide a cooperative effort to create and operate the Greenville Regional Lockup, which will provide a temporary detention facility for those individuals accused of violating the laws of the Commonwealth of Pennsylvania and the ordinances of the participating municipalities which will tend to increase the efficiency and economy of the operation of such facility.
- SECTION 2. The Municipality hereby adopts the Agreement, which provides the framework for the intergovernmental cooperation to create and operate the Greenville Regional Lockup, subject to the terms and conditions of the Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A".
- SECTION 3. The duration of this Agreement shall be for a period commencing May 1, 2003, or as soon thereafter as each of the participating municipalities shall enact appropriate legislation, for a period of one (1) year and to continue thereafter on a year to year basis unless notice of intent to terminate shall be given to the remaining parties in accordance with the provisions of the Agreement.
- SECTION 4. The purpose and objective of the Agreement is to provide each of the municipalities, through their mutual cooperation, of the availability of a temporary detention facility, known as the Greenville Regional Lockup, for those individuals accused of violating the laws of the Commonwealth of Pennsylvania and ordinances of the municipalities.

SECTION 5. The first year of the operation of the Greenville Regional Lock-up shall be funded by an annual membership fee, with the County of Mercer, contributing the sum of Five Hundred and No/100ths (\$500.00) Dollars. The Borough of Greenville, and the Township of Hempfield and the Township of Pymatuning, shall each contribute the sum of Two Hundred Fifty and No/100ths (\$250.00) Dollars on an annual basis. Moreover, each participating police agency shall be assessed a fee of Ten and no/100ths (\$10.00) Dollars per hour for each hour that an individual is lodged in the Greenville Regional Lock-up by any participating municipality's police agency. Police agencies from non-participating municipalities shall be assessed a charge of Twelve and No/100ths (\$12.00) Dollars per hour that an individual is lodged in the Greenville Regional Lock-up by the police agency of such non-participating municipality. After the first year of operation, future costs shall be borne by the participating municipalities as shall be mutually agreed upon by the Governing Board of the Greenville Regional Lockup and the governing bodies of the respective participating municipalities. Any excess year-end operating revenues shall be refunded to the participating municipalities in proportion to the number of individuals lodged by the municipality within the Greenville Regional Lockup as compared to the total number of individuals lodged by all other participating municipalities. The participating municipalities agree that they shall create, in their annual budgets, sufficient funds to cover its proportionate share of the operating budget of the Greenville Regional Lock-up.

SECTION 6. The organizational structure necessary to implement the intermunicipal Agreement is set forth in the Agreement, which provides the Greenville Regional Lockup shall be under the general supervision of a Joint Board known as the Greenville Regional Lockup Governing Board, which shall govern in accordance with the directives, procedures and guidelines as outlined in the Agreement.

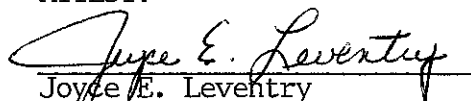
SECTION 7. The Agreement provides that the services performed and the expenditures incurred shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the participating municipalities shall extend to the participation of the Municipality and the joint operation of the lockup facility. The Governing Board shall maintain adequate liability insurance coverage against claims arising out of the operation of the lockup facilities.

SECTION 8. The Governing Board shall provide all services normally provided by municipal lockup facilities and may hire such individuals as the Board deems necessary. The Board shall have the right to provide for financial and legal administration of the lockup facilities, including the administering of payroll, as well as all other personal and/or administrative matters that may be necessary to operate the facility. The Board shall have the power to establish uniform policies on wages, hours, conditions and terms of employment, consistent with applicable laws. The Board shall also have the power to purchase any and all materials, supplies or equipment which are useful to the joint operation of the lockup facilities contemplated by this Agreement.

- SECTION 9. The detention facility for the Greenville Regional Lockup shall initially be located in the jail/lock-up facilities within the Greenville Borough Municipal Building. All rental costs for the same shall be agreed upon between the Governing Board and the Borough of Greenville.
- SECTION 10. This Ordinance shall become effective upon execution of this Agreement and enactment of the ordinances by each of the municipalities who are signatories to this Agreement.
- SECTION 11. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.
- SECTION 12. The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held unconstitutional, void or otherwise unenforceable, such shall not affect the validity of any of the remaining provisions of said Ordinance.

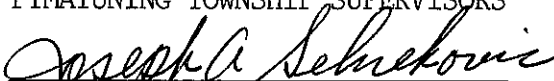
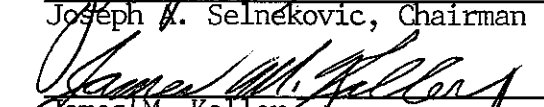
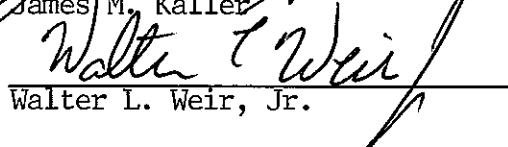
ORDAINED AND ENACTED finally into law by the Municipality this
8th day of May, 2003.

ATTEST:


Joyce E. Leventry
Secretary/Treasurer

BY:

PYMATUNING TOWNSHIP SUPERVISORS


Joseph A. Selnekovic, Chairman

James M. Kaller

Walter L. Weir, Jr.

LEGAL NOTICE

Notice is hereby given that the following municipalities will consider for final adoption, an ordinance, the text of which is available for inspection at each of their respective municipal buildings; and shall be further acted upon at each meeting of their governing body, scheduled as follows:

County of Mercer

April 10, 2003 at 10:30 a.m.
Mercer County Courthouse
Mercer, PA 16137

Borough of Greenville

April 8, 2003 at 6:30 p.m.
Greenville Borough Building
125 Main Street
Greenville, PA 16125

Hempfield Township

April 1, 2003 at 7:30 p.m.
Hempfield Township Municipal Building
278 South Mercer Street
Greenville, PA 16125

Pymatuning Township

April 10, 2003 at 7:30 p.m.
Pymatuning Township Municipal Building
256 Edgewood Drive Ext.
Transfer, PA 16154

(County of Mercer)(Borough of Greenville)
(Township of Hempfield) (Township of Pymatuning)

**AN ORDINANCE OF THE (COUNTY OF MERCER)
(BOROUGH OF GREENVILLE) (TOWNSHIP OF HEMPFIELD)
(TOWNSHIP OF PYMATUNING) (HEREINAFTER "MUNICIPALITY"),
MERCER COUNTY, PENNSYLVANIA, ADOPTING AN
INTERGOVERNMENTAL AGREEMENT WITH OTHER SIGNATORY
MUNICIPALITIES FOR THE PURPOSES OF THE CREATION AND
OPERATION OF THE GREENVILLE REGIONAL LOCK-UP.**

AGREEMENT

THIS AGREEMENT, made this 8th day of May, 2003, by and between:

COUNTY OF MERCER, COMMONWEALTH OF PENNSYLVANIA, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business at South Diamond Street, Mercer, Mercer County, Pennsylvania 16137, hereinafter "**COUNTY**";

and

THE BOROUGH OF GREENVILLE, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with is place of business at 125 Main Street, Greenville, Mercer County, Pennsylvania 16125, hereinafter "**GREENVILLE**";

and

THE TOWNSHIP OF HEMPFIELD, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, with is place of business at 278 South Mercer Street, Greenville, Mercer County, Pennsylvania 16125, hereinafter "**HEMPFIELD**";

and

THE TOWNSHIP OF PYMATUNING, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, with is place of business at 256 Edgewood Drive Ext., Transfer, Mercer County, Pennsylvania 16154, hereinafter "**PYMATUNING**";

W I T N E S S E T H :

WHEREAS, the Municipalities designated above desire to collectively associate themselves together in and by virtue of this Agreement and to create the Greenville Regional Lock-up; and

WHEREAS, each of the Municipalities, due to significant increase in the cost of providing temporary detention facilities for those individuals accused of violating the laws of the Commonwealth of Pennsylvania and the Ordinances of the hereto participating Municipalities; and

WHEREAS, the parties hereto firmly believe that the coordination and joint operation of a temporary criminal detention facility available to each of the participating municipalities will tend to increase the efficiency and economy of the operation of such facility; and

WHEREAS, the authority to enter into such a cooperative agreement among the participating municipalities in the proper exercise and discharge of the governmental powers, duties and functions, is provided in the Constitution of the Commonwealth of Pennsylvania in Article IX, Section 5, as well as in the Act of Assembly of July 12, 1972, P.L. No. 180, (53 P.S. #481 et seq.), as amended;

NOW, THEREFORE, in consideration of the mutual premises, promises and covenants hereinbefore and hereinafter set forth, and intending to be legally bound hereby, the parties agree as follows:

1. **Term:** The term of this Agreement shall be for a period commencing May 1, 2003 or as soon thereafter as each of the participating municipalities shall enact appropriate Legislation, for a period of one (1) year and to continue thereafter on a year-to-year basis unless notice of intent to terminate, as provided for herein, shall have been given to the remaining parties. Any party to this Agreement may withdraw herefrom upon written notice given to the other parties hereto ninety (90) days prior to the date upon which such withdrawal is to become effective. Said written notice shall be given to the other parties at the addresses indicated above unless any party shall give notice to the others of a change in said address in writing.

2. **Governing Board:** The Greenville Regional Lock-up shall be under the general supervision of a joint board to be known as the "**GREENVILLE REGIONAL LOCK-UP GOVERNING BOARD**", hereinafter "**BOARD**", which shall consist of:

- (a) The Executive Director of the Mercer County Regional Council of Governments; and
- (b) An appointed elected official or Chief of Police serving each of the hereto participating municipalities.

3. **Officers of the Board:** The Chief Executive Officer of the Mercer County Regional Council of Governments shall, at all times, be deemed the Chairman of the Board. The offices of Vice Chairman and Secretary/Treasurer of the Board shall be chosen by the members of the Board, by a majority vote thereof.

4. **Meetings:** The Board shall meet at least once each year at such time and such place as the Board shall deem appropriate. Once established, the Board shall advertise, in a newspaper of general circulation within the participating municipalities, at least once on an annual basis, the date, time, and place of its regularly scheduled meeting, which shall be open to the public under the terms and provisions of the Pennsylvania Sunshine Law.

5. **Quorum:** No business shall be conducted by the Board unless a simple majority of the members of the Board, then holding office, shall be present, and said number shall constitute a quorum for the purpose of transacting all business. The acts of the members of the Board, once a quorum is established, shall be deemed to be the actions of the Board. Voting on all questions shall be taken by a roll call vote, except in only such matters as may be routine or incidental to the operation of the Board, and then, in such cases, a voice vote shall be permissible

6. **Special Meetings:** The Board may schedule such special meetings as it may from time to time deem appropriate. The call and request for such special meetings shall state the purpose of the meeting and the meetings shall be held at such time, date and place as shall be designated in the call and no business, other than that which is specifically set forth in the notice shall be conducted by the Board.

7. **Operations Committee:** The day to day operations of the Greenville Regional Lock-up shall be under the general supervision of a committee known as the "Greenville Regional Lock-up Operations Committee", hereinafter "Committee", which shall consist of:

- (a) The Executive Director of the Mercer County Regional Council of Governments; and
- (b) The Mercer County Sheriff;
- (c) The Chief of Police of the Greenville/West Salem Police Department; and
- (d) The Chief of Police of the Township of Hempfield; and
- (e) The Chief of Police of the Township of Pymatuning.

8. **Meetings:** The Committee shall meet at the call of the Executive Director of the Mercer County Regional Council of Governments, on an as needed basis, and shall report to the Board at the Board's regular Meetings, or as otherwise directed by the Board.

9. **Funding:** The first year of the operation of the Greenville Regional Lock-up shall be funded by an annual membership fee, with the County of Mercer, Pennsylvania, contributing the sum of Five Hundred and No/100ths (\$500.00) Dollars. The Borough of Greenville, the Township of Hempfield and the Township of Pymatuning shall each contribute the sum of Two Hundred Fifty and No/100ths (\$250.00) Dollars on an annual basis. Moreover, each participating police agency shall be assessed a fee of Ten and No/100ths (\$10.00) Dollars per hour for each hour that an individual is lodged in the Greenville Regional Lock-up by any participating municipality's police agency. Police agencies from non-participating municipalities shall be assessed a charge of Twelve and No/100ths (\$12.00) Dollars per hour that an individual is lodged in the Greenville Regional Lock-up by the police agency of such non-participating municipality. Provided, however, any participating or non-participating municipality shall be required to pay for a minimum four (4) hours per individual lodged in the Greenville Regional Lock-up Facilities. Provided further, however, that once any individual who shall be lodged in the Greenville Regional Lock-up is arraigned on charges which constitute a violation of the laws of the Commonwealth of Pennsylvania, other than local ordinances, the hourly assessment for such individual lodged in the lock-up shall become the responsibility of the County of Mercer, Pennsylvania, unless it should be determined that such individual is the responsibility of an agency of the Commonwealth of Pennsylvania or other jurisdiction, in which case the County may seek reimbursement from such other jurisdiction or agency. From and after the first year of operation, future costs of operation shall be borne by the participating municipalities as shall be mutually agreed upon by the governing board of the Greenville Regional Lock-up and the governing bodies of the respective participating municipalities. Provided, however, subject to approval of the governing Board of the Greenville Regional Lock-up, all excess year-end operating revenues shall be refunded to the participating municipalities in proportion to the number of individuals lodged by that municipality within the Greenville Regional Lock-up as compared to the total number of individuals lodged by all other participating municipalities. On November 15 of each year, the Board shall submit to each participating municipality its proposed budget for the succeeding calendar year, with the formula for funding that budget by the respective participating municipalities. Participating municipalities covenant each to the other, that they shall create, in their annual budgets, sufficient funds to cover its proportionate share of the operating budget of the Board. Each participating municipality or police agency who lodges an individual within the Greenville Regional Lock-up Facilities shall be submitted an invoice detailing the charges as set forth herein, which shall be due and payable to the Board within thirty (30) days of the date of said invoice.

10. **Checking Accounts:** All monies of the Board, from whatever source derived, shall be paid to the Chairman of the Board. Said monies shall be deposited by the Chairman of the Board in a special account in a bank located in one of the participating municipalities. The account, to the extent the same is not insured by the Federal Deposit Insurance Corporation, or other governmental agency shall be continuously secured by a pledge of direct obligation of the United States of America or the Commonwealth of Pennsylvania, having an aggregate market value at all times of at least equal to or greater than the balance on deposit in such account. The monies in said account shall be paid out on the warrant or order of the Chairman of the Board, and such other person as the Board may authorize to execute said warrants or orders. The Chairman of the Board shall give bond in such sums as may be approved by the Board, and the premiums for same shall be paid by the Board out of their operating funds.

11. **Annual Report:** The Board may file an annual written report detailing its operation for the preceding year with each of the participating municipalities. The Board shall cause its books, accounts and records to be annually audited by a certified public accountant and a copy of this audit report shall be provided to each participating municipality. If the Board fails to make such an audit, any of the participating municipalities shall then be authorized to provide for an independent examination of the financial records of the Board, including its receipts, disbursements, sinking funds, investments and any other matters relating to its financial affairs. Said cost of audit shall be borne by all of the participating municipalities in proportion to the amount each participating municipality contributes to the operating fund of the Board during the year which is the subject of the audit.

12. **Duties and Powers:** The Board shall provide all services normally provided by municipal lock-up facilities and may hire such individuals as the Board deems necessary on a stand-by or call-out basis. Provided, however, each employee when called out to service shall be guaranteed at least four (4) hours of pay.

13. **Chain of Command:** All individuals employed by the Board shall be under the direct supervision of the Board or its designee who shall report directly to the Board. In addition, all appointments, removals, promotions and suspensions of any personnel shall be made by the Board and shall be done so in accordance with provisions of a merit selection system, excepting only appointments of present officers of any of the participating municipalities, each of whom shall be selected to hold office as provided for herein.

14. **Administration:** The Board shall have the right to provide for the financial and legal administration of the Lock-up Facilities, including the administering of payroll, as well as all other personnel and/or administrative matters that may be necessary to operate the facility.

15. **Policies:** The Board shall have the power to establish uniform policies on wages, hours, conditions and terms of employment, consistent with applicable laws. In addition, the Board shall have the power to adopt a personnel policy governing the operations of the Lock-up Facilities.

16. **Property:** The Board shall also have the power to purchase any and all materials, supplies or equipment which are useful to the joint operation of the Lock-up Facilities contemplated by this Agreement. In the event of the termination of this Agreement in accordance with the provisions herein, each participating municipality shall have the right to an equitable distribution of its proportional share of equipment and material, based upon the totality of its expenditures during the life of this Agreement.

17. **Lock-up Facilities:** The detention facilities for the Greenville Regional Lockup shall be initially located in the jail/lock-up facilities within the Borough of Greenville Municipal Building. Rental costs for same shall be agreed upon between the Board and the Borough of Greenville.

18. Immunity and Claims:

(a) The services performed and expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the participating municipalities shall extend to its participation in the joint operation of the Lock-up Facilities provided for herein.

(b) The Board shall maintain adequate liability insurance coverage against claims arising out of the operation of the Lock-up Facilities. Each participating municipality hereby waives any and all causes of action or claims against all other participating municipalities hereto and against the Board which may arise out of their activities outside of their respective municipal boundaries while providing services or duties contemplated under this Agreement. Each party to this Agreement and the Board further agrees to cause any insurance policy

giving liability coverage to claims arising out of the activities provided for herein, and in the case of the municipalities participating hereunder, whether within or without its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this Agreement as to any and all causes of action or claims against all other municipalities participating in this Agreement which may arise out their activities provided for herein.

(c) For purposes of liabilities and actions arising out of the services provided by the Greenville Regional Lock-up Facilities, all participating municipalities shall be proportionately, but not jointly, liable for actions against any municipality for services lawfully provided. The proportion of liability shall be in the same proportion as the actual annual expenses of the participating municipalities for the detention services.

19. **Additional Participants:** Additional municipalities may become a party to this Agreement upon application to the Board and subsequent to approval by all then-participating municipalities. The terms and conditions of the acceptance may be as the Board and the participating municipalities shall unanimously agree upon.

20. **Applicable Law:** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and all duties, obligation and liabilities of the parties with the respect to same shall be deemed to have occurred within Mercer County, Pennsylvania.

21. **Headings:** The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

22. **Severability:** If any section, subsection, sentence, clause or portion of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinctive and independent provision and such holding shall not affect the validity of the remaining portions hereof.

23. **Integration Clauses:** This Agreement, and any incorporation herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the parties with respect to the subject matter hereof. This Agreement shall not be in any way modified, abridged or amended except in writing signed by the parties to be bound thereby.

24. **Construction:** For purposes of contract interpretation and for the purpose of resolving any ambiguity herein, the parties hereto expressly agree that the fact that this Agreement stating the understandings of the parties has been drafted by counsel for any of the parties shall in no way be considered in the construction, interpretation or enforcement of the terms hereof. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against any part, be made as a consequence of the identity of the draftsman hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to this Agreement set their hands and seals the day and the year first above written.

ATTEST:

COUNTY OF MERCER, PENNSYLVANIA:

By: _____
Cloyd E. Brenneman, Chairman

Olivia M. Lazor

Kenneth Seamen

ATTEST:

BOROUGH OF GREENVILLE:

By: _____

ATTEST:

TOWNSHIP OF HEMPFIELD:

By: _____

(Supervisors)

ATTEST:

Joseph E. Leventry

TOWNSHIP OF PYMATUNING:

By: Walter J. Wein
Joseph A. Schick
James M. Keller
(Supervisors)

**MCRCOG Administered -- Greenville Regional Lock-up
Proposed Annual Operating Budget**

	ANNUAL BUDGET
MUNICIPAL OPERATING ASSESSMENTS	
Mercer County (120,293)-----	\$ 500.00
Greenville Borough (6,380)-----	250.00
Hempfield Township (4,004)-----	250.00
Pymatuning Township (3,782)-----	250.00
West Salem Township (3,565)-----	<u>250.00</u>
Sub-Total Operating Assessments-----	\$ 1,500.00
 *HOURLY INCARCERATION FEES	
**County Jail (Mercer County)----- (96 prisoners)-----	\$ 8,640.00
County Sheriff's Dept. (Mercer County)---(38 prisoners)-----	3,420.00
Greenville/West Salem Police Dept.----- (222 prisoners)-----	19,980.00
Hempfield Township Police Dept.----- (44 prisoners)-----	3,960.00
Pymatuning Township Police Dept.----- (44 prisoners)-----	3,960.00
***Non-Member Incarceration Fees-----	<u>540.00</u>
Sub-Total Hourly Incarceration Fee---(444 prisoners)-----	\$40,500.00
 GRANT AND OTHER REVENUES	
DCED Grant Assistance-----	\$ 42,000.00
(Act 47 and/or Shared Municipal Services)	
Interest Income-----	0.00
Miscellaneous Revenue-----	<u>0.00</u>
Sub-Total Grant and Other Revenues-----	\$ 42,000.00
 TOTAL ANTICIPATED REVENUES-----	 \$ 84,000.00

- * *Each prisoner incarcerated for an average of 9-hours before arraignment @ \$10.00 per hour!*
- ** *Incarceration of "overflow" prisoners from the Mercer County Jail @ \$10.00 per hour, not to exceed \$90.00 per day (average of 8 prisoners per month)!*
- *** *Each prisoner incarcerated at a rate of \$12.00 per hour (estimated 5-prisoners)!*

**MCRCOG Administered – Greenville Regional Lock-up
Proposed Annual Operating Budget**

	ANNUAL BUDGET
OPERATING EXPENSES	
*Lock-up Attendants (Payroll)-----	\$31,000.00
Liability Insurance-----	4,500.00
Lock-up Rental-----	2,400.00
Inmate Meals-----	1,000.00
Laundry Service (inmate blankets)-----	750.00
Janitorial Supplies-Services-----	2,000.00
Booking/Computer/Video Arraignment Support Services-----	8,000.00
Administrative Service – COG-----	4,000.00
COG “Contracted” Support Services-----	5,000.00
Attendant Pagers-----	750.00
Lock-up Rebates-----	0.00
Miscellaneous Expense-----	<u>100.00</u>
Sub-Total Anticipated Operating Expenses-----	\$59,500.00
CAPITAL EQUIPMENT EXPENSES	
Computer hardware/software-----	\$2,150.00
Printer (color-laser)-----	1,550.00
Fax Machine/Copier-----	800.00
Digital Camcorder-----	1,000.00
Washer/Dryer (prisoner laundry/blankets)-----	\$700.00
Microwave (prisoner meal preparation)-----	300.00
Refrigerator/Freezer (prisoner meal storage)-----	500.00
**Prisoner Transportation Van (9-passenger)-----	\$17,500.00
Sub-Total Anticipated Capital Equipment Expenses-----	\$24,500.00
TOTAL ANTICIPATED EXPENSES-----	\$84,000.00

* Includes 4,000 work hours @ \$5.50 per hour (plus payroll taxes); and 3,000 stand-by hours @ \$2.00 per hour!

** Prisoner transportation operated in conjunction with Mercer County Sheriff's Department!