

RESOLUTION NO. 82806

WHEREAS, the Borough of Gettysburg, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, provides police protection and services to its citizens and visitors through its police force; and

WHEREAS the United States Park Police and commissioned National Park Service Law Enforcement Rangers are charged with law enforcement authority on land owned by the National Park Service and, in particular, the Gettysburg National Military Park which adjoins the Borough of Gettysburg; and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S. §46121 authorizes the mayor of any borough to appoint persons as "special policemen" during an emergency in which the safety and welfare of the borough and the public is endangered; and

WHEREAS, 53 P.S. §46121 further authorizes that a borough may appoint "auxiliary policemen" as provided by general law; and

WHEREAS, auxiliary policemen and special policemen shall have the same powers as regular police officers of the municipality in which they are serving and shall perform other duties as may be assigned to them by the chief of police; and

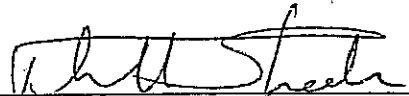
WHEREAS, the September 2, 2006 Ku Klux Klan rally and counter demonstrations at Gettysburg National Military Park are of special concern with regard to security of persons within the Gettysburg National Military Park and with regard to the health, safety and welfare of persons within the Borough of Gettysburg; and

WHEREAS, the Borough Council of the Borough of Gettysburg desires to enter into the Memorandum of Agreement attached hereto as Exhibit "A" for the purposes of appointing and activating auxiliary police and special policemen (should such action become necessary) from qualified personnel of the United States Park Police and the National Park Service Law Enforcement Rangers under the terms and conditions of the said Memorandum of Understanding.

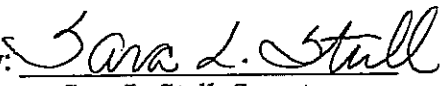
RESOLVED, that Theodore H. Streeter, President of Borough Council and Sara L. Stull, Secretary be authorized to execute and deliver the Memorandum of Agreement on behalf of the Borough of Gettysburg in the form attached hereto as Exhibit "A" to the United States Park Police and the National Park Service.

THIS RESOLUTION is duly adopted according to law on this 28th day of August, 2006 at a duly advertised special meeting of the Borough Council of the Borough of Gettysburg.

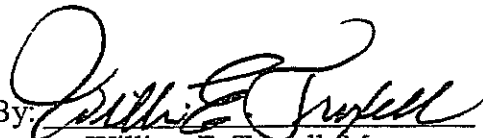
BOROUGH OF GETTYSBURG

By: 
Theodore H. Streeter
President of Borough Council

Attest:

By: 
Sara L. Stull, Secretary

APPROVED this 28th day of August, 2006.

By: 
William E. Troxell, Mayor

MEMORANDUM OF AGREEMENT
BETWEEN
BOROUGH OF GETTYSBURG
AND THE
UNITED STATES PARK POLICE (USPP)
AND
NATIONAL PARK SERVICE

Agreement made this xx day of August 2006 by Borough of Gettysburg and the United States Park Police and National Park Service (NPS) at Gettysburg National Military Park (GNMP).

WHEREAS, 16 U.S.C. §1a-6(b) provides that the United States Park Police and commissioned National Park Service Law Enforcement Rangers, hereafter known as the Force/NPS LE, have law enforcement authority within the National Park System, and

WHEREAS, 16 U.S.C. §1b(1) authorizes the rendering of emergency cooperative assistance to nearby law enforcement agencies for related purposes outside the National Park System; and

WHEREAS, 53 P.S. §46121 authorizes the mayor of any borough to appoint persons as "special policemen" during an emergency in which the safety and welfare of the borough and the public is endangered; and

WHEREAS, 53 P.S. §46121 further authorizes that a borough may appoint "auxiliary policemen" as provided by general law; and

WHEREAS, 53 P.S. §734 authorizes that the burgess (mayor) may call any auxiliary police to active duty during any period of distress, disaster or emergency; and

WHEREAS, 53 P.S. §732 authorizes the chief of police of any municipality (borough) to nominate persons as auxiliary policemen who have satisfactorily completed such training as the chief of police may prescribe; and

WHEREAS, 53 P.S. §735 provides that auxiliary policemen (and special policemen by implication) shall have the same powers as regular police officers of the municipality (borough) in which they are serving and shall perform other duties as may be assigned to them by the chief of police; and

WHEREAS, on September 2, 2006, the Ku Klux Klan rally and counter demonstrations at Gettysburg National Military Park are of special concern in regards to security issues for the Borough of Gettysburg, the Borough would like to be able to have the Force/NPS LE respond to law enforcement distress or emergencies related to KKK or counter- demonstration activities that may occur in the Borough, off NPS property on that date.

NOW THEREFORE, in consideration of the mutual rights and obligations herein, the parties agree to the following:

1. The Chief Ranger of GNMP will provide a list of Force/NPS LE personnel available for appointment as "auxiliary policemen" and "special policemen" to the Chief of Police for the Borough of Gettysburg no later then Tuesday, August 29, 2006. All members of this

list will have completed, at a minimum, the Basic Police School at the Federal Law Enforcement Training Center in Glynco, Georgia.

2. The Chief of Police for the Borough of Gettysburg will nominate the members of this list as "auxiliary policemen" and the Mayor of the Borough of Gettysburg will appoint them as such and as "special policemen," including swearing in of same on the morning of September 2nd, 2006.
3. Pursuant to 53 P.S. §§732-735, once sworn in and when called to active duty by the Mayor of the Borough of Gettysburg in time of distress or emergency, these Force/NPS LE members will have the same powers as a regular policeman in the Borough of Gettysburg for the duration of the activation.
4. When the Mayor of the Borough of Gettysburg determines it appropriate to activate the members on the list and the Chief of Police calls for assistance, the Force/NPS LE will respond. The number of Force/NPS LE officers available to respond to distress or emergencies in the Borough of Gettysburg under this MOU will be dictated by the amount of activity related to the KKK rally and counter-demonstrations occurring in GNMP at the time the request is made. The final decision on how many officers to send rests with the Officer-in-charge of the Force/NPS LE Force.
5. The on-scene commanding officer of the Gettysburg Police Department shall be in command of all officers, including all Force/NPS LE while they are rendering emergency law enforcement assistance to the Borough. Provided that the on-scene commander shall exercise command and direction of the Force/NPS LE officers only through the highest ranking Force/NPS LE officers present at the scene who shall be identified by the GNMP Chief Ranger. At all times while rendering emergency law enforcement assistance NPS/LE shall remain under the authority and control of Force/NPS LE supervisors.
6. Police reports prepared by Force/NPS LE or Gettysburg Police Department officers, concerning incidents that occurred during any activation under this agreement, shall be made available to the other agency on request in accordance with applicable laws.
7. Force/NPS LE will wear only the official NPS uniform or, if required and approved by the Chief Ranger or designee, plain clothes.
8. Emergency law enforcement assistance shall only be provided by "on-duty" Force/ NPS LE officers.
9. Force/NPS LE officers will be subject to the policy, regulations, and law of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation, or law.
10. The cost of furnishing services shall be borne by the agency furnishing the services and no claims for reimbursement shall be made upon the other.

12. This Agreement is subject to the availability of funds. Nothing herein shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administrative allocated for the purposes of this Agreement for that fiscal year, or as involving the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
13. Each of the parties shall waive any and all claims against the other party hereto that may arise out of activities undertaken pursuant to this Agreement. Each party shall be responsible for administration of any claims or legal actions arising from the conduct of its own personnel pursuant to this Agreement, including the expense of investigation and/or defense of any such claims or legal actions, including but not limited to judgments, settlements, attorney and expert witness fees.
14. As a result of this Agreement, Force/NPS LE officers shall not under any circumstances be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the Gettysburg Police Department nor shall Gettysburg Police Department officers be entitled to any compensation from or be considered to be employees, agents or "borrowed servants" of the United States of America or the NPS.
15. The Agreement may be amended only by mutual agreement of the parties. The Agreement may be terminated by mutual agreement or by either party upon ten (10) days notice in writing to the other party.
16. This agreement shall be effective on _____, 2006 and shall remain in effect until September 4, 2006.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives the date below written.

United States Park Police

By _____
 Dwight E. Pettiford, Chief
 United States Park Police

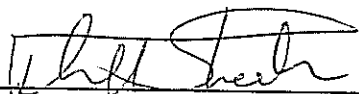
 Date

National Park Service

By _____
 Dr. John A. Latschar
 Superintendent Gettysburg National Military Park

 Date

Borough of Gettysburg

By 
 Theodore H. Streeter, President

8/26/06
 Date

Attest:

By Sara L. Stull
Sara L. Stull, Secretary