

On Tuesday, September 12, 2017, at 7:00 P.M. prevailing time, at the East Bradford Township Building, 666 Copeland School Road, West Chester, Pennsylvania, the Board of Supervisors of East Bradford Township will hold a public hearing to consider, and thereafter during its regular public meeting act upon, an ordinance titled: AN ORDINANCE OF EAST BRADFORD TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF EAST BRADFORD TOWNSHIP, AT CHAPTER A122, "POLICE COOPERATION AGREEMENTS", RELATING TO THE POLICE COOPERATION AGREEMENT WITH THE BOROUGH OF WEST CHESTER. Section 1 authorizes the Township to enter into the Extension of Police Cooperation Agreement between the Borough of West Chester and East Bradford Township for the period from January 1, 2018 through December 31, 2018 and to take necessary and proper actions to carry out the terms of the agreement. Section 2 summarizes the agreement. Section 3 provides for severability if any sentence, clause, section, or part of this Ordinance is held to be unconstitutional, illegal, or otherwise invalid. Section 4 repeals all ordinances or parts of ordinance conflicting or inconsistent herewith. Section 5 permits General Code to make nonsubstantive formatting and numbering changes. Section 6 provides for the Ordinance to become effective as permitted by law. A complete copy of the ordinance may be examined at the East Bradford Township Building, 666 Copeland School Road, West Chester, Monday through Friday, 8:30 A.M. to 4:30 P.M.; and at the Daily Local News, 250 North Bradford Avenue, West Chester. If any person who wishes to attend the hearing has a disability and/or requires an auxiliary aid, service or other accommodation to observe or participate in the proceedings, he or she should contact the Township Manager at 610-436-5108, to discuss how those needs may be accommodated.

Michael P. Lynch, Township Manager

ORDINANCE NO. - 2017

**TOWNSHIP OF EAST BRADFORD
CHESTER COUNTY, PENNSYLVANIA**

**AN ORDINANCE OF EAST BRADFORD TOWNSHIP,
CHESTER COUNTY, PENNSYLVANIA, AMENDING THE
CODE OF EAST BRADFORD TOWNSHIP, AT CHAPTER
A122, "POLICE COOPERATION AGREEMENTS",
RELATING TO THE POLICE COOPERATION
AGREEMENT WITH THE BOROUGH OF WEST
CHESTER.**

BE IT ENACTED AND ORDAINED, by authority of the Board of Supervisors of East Bradford Township that the Code of East Bradford Township, Chapter A122, "Police Cooperation Agreements", is amended to include the Extension of Police Cooperation Agreement between the Borough of West Chester and East Bradford Township for the period of January 1, 2018 through December 31, 2018:

Section 1. Section A122-1 shall be amended to read as follows:

§ A122-1 Authorization.

East Bradford Township entered into a police cooperation agreement with the Borough of West Chester for the period from January 1, 2013 through December 31, 2017, which was adopted as Ordinance 3-2012, a copy of which is attached hereto, made a part hereof and marked as Exhibit "A" (the "2013 Agreement"). The Board of Supervisors desires to extend the 2013 Agreement for a period of one year ("Extension Agreement"). The Extension Agreement amends sections of the 2013 Agreement regarding Fees and Expenses and Term and ratifies and affirms all other terms and conditions of the 2013 Agreement. The Chairman of the Board of Supervisors is hereby authorized to enter into the Extension of Police Cooperation Agreement between the Borough of West Chester and East Bradford Township for the period from January 1, 2018 through December 31, 2018 in accordance with the terms and conditions authorized by this Ordinance and set forth in the Extension Agreement which is attached hereto, made a part hereof and marked as Exhibit "B". Furthermore, the appropriate officers of the Township are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Extension Agreement and this Ordinance and to comply with the purposes and intent of the Extension Agreement and this Ordinance.

Section 2. Section A122-2 shall be amended to read as follows:

§ A122-2. Summary of the Extension Agreement.

In accordance with the Intergovernmental Cooperation Act of 1972, as amended (53 Pa. C.S. § 2301, et seq., as amended, and specifically §2307 thereof), the following is recited:

A. Fees and expenses. The Township shall pay to the Borough the following fees at the following times for police and administrative services provided by the Borough to the Township: the sum of One Million Three Hundred Seventeen Thousand Eight Hundred and Fifteen Dollars (\$1,317,815.00) which shall be paid in four equal installments of Three Hundred Twenty-Nine Thousand Four Hundred Fifty-three Dollars and 75/100 (\$329,453.75) on January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018. The annual operating fee includes Forty One Thousand Three Hundred Sixty-four Dollars (\$41,364) which will be applied to partially finance the capital purchase of police vehicles and other capital equipment.

B. Term. All terms, conditions, duties, responsibilities, promises and provisions of the 2013 Agreement shall be extended and continue, as though unchanged and unexpired, unless other specified in the Extension Agreement for a one year term commencing January 1, 2018 and terminating on December 31, 2018.

C. Other provisions. The Extension Agreement ratifies and affirms the other provisions of the 2013 Agreement. For information regarding services and personnel provided, amendment to the agreement, termination of agreement, manner in which real and personal property shall be managed and disposed of, manner and extent of financing the Agreement, policy decisions of the Township, arbitration, use of the Township building, entire agreement, and interpretation of the agreement, please see the 2013 Agreement.

D. No new entity is created by the Extension Agreement.

Section 3. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be 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 as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

Section 4. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same effects this Ordinance.

Section 5. Renumbering. The location and numerical designation of this Article and the Sections included herein shall be delegated to the discretion of the General Code Publishers which may renumber this Article and Sections as are necessary to accommodate this new Article.

Section 6. Effective Date. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS _____ DAY OF _____, 2017.

ATTEST:

EAST BRADFORD TOWNSHIP

BY:

Dr. Thomas A. Egan, Chairman

APPROVED THIS _____ DAY OF _____, 2017.

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East Bradford Township

**POLICE COOPERATION AGREEMENT BETWEEN THE
BOROUGH OF WEST CHESTER AND EAST BRADFORD TOWNSHIP**

THIS AGREEMENT (the "Agreement") is made and entered into in two (2) simultaneous counterparts, this 13th day of November, 2012, by and between the BOROUGH OF WEST CHESTER, a Home Rule municipality with its principal office at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter called the "Borough") and the TOWNSHIP OF EAST BRADFORD, Chester County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, being a Township of the Second Class, with its principal office located at 666 Copeland School Road, West Chester, Pennsylvania 19380 (hereinafter called the "Township").

WITNESSETH:

WHEREAS, the Borough and the Township desire to enter into a joint cooperative agreement for the purpose of providing police protection to the Township; and

WHEREAS, pursuant to an Act of the Commonwealth of Pennsylvania relating to intergovernmental cooperation, specifically, 53 Pa. C.S. § 2305, two (2) or more municipalities of the Commonwealth may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may effectuate such cooperation by entering into and executing a joint agreement for such purposes; and

WHEREAS, Section 202 O. of the Home Rule Charter of the Borough authorizes the Borough to cooperate with other municipalities and furnish services to them; and

WHEREAS, the Second Class Township Code, 53 P.S. § 66903 provides that a second class township may enter into a contract with an adjacent borough and may expend monies from the General Fund for the purpose of securing police services from the adjacent borough, and the police officers of the adjacent borough shall have all the powers and authority conferred by law on the township police in the territory of the township; and

WHEREAS, the Township has requested the Borough to provide and furnish certain police protection and services; and

WHEREAS, on Nov. 20, 2012, in accordance with 53 Pa. C.S. § 2305, the Borough adopted an Ordinance in accord with 53 Pa. C.S. § 2307, authorizing the President of Borough Council to enter into this Agreement; and

WHEREAS, on November 13th, 2012, in accordance with 53 Pa. C.S. § 2305, the Board of Supervisors of the Township adopted an Ordinance in accord with

**EXHIBIT
A**

53 Pa. C.S. § 2307, authorizing the Chairman of the Board of Supervisors of the Township to enter into this Agreement; and

WHEREAS, the Township deems that such police services from the Borough, as more particularly defined in this Agreement, are necessary for the protection of the health, safety and welfare of the residents of the Township, and both the Township and the Borough desire to enter into this Agreement to secure and provide such police protection in accordance with the provisions of the aforementioned legislation and this Agreement.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises each made to the other herein, and intending to be legally bound hereby, agree as follows:

1) **SERVICES AND PERSONNEL PROVIDED.**

a) A minimum of one (1) police officer will be assigned by the Borough to patrol within the legal boundaries of the Township twenty four (24) hours per day, seven (7) days per week which requires the Borough to hire six (6) officers. The officer will be provided backup by other Borough police units on duty in the Borough. It is recognized that the Township has concerns about police patrol of Township open space and with traffic enforcement so those areas will be assigned priority status for West Chester Police Department concentration when not responding to calls for assistance. With the reduction of the contracted Police presence from 8 officers in 2012 to 6 officers in 2013 – 2018 it is recognized that the staffing level only meets the minimum requirement for police patrol presence in the Township 24 hours per day seven days a week. While the intent of this agreement is to maintain 24 hour 7 day a week police patrol in the Township it is mutually agreed that some flexibility can be employed to concentrate police attention on areas of concern to the Township for limited, targeted periods of time.

The West Chester Police Department will maintain regular communication with Township officials to understand evolving areas of concern for police patrol and concentration. The Township and the West Chester Police Department will work together to encourage active engagement of Township residents to assist with community safety. It is recognized that calls for service by Township residents must take priority over the aforementioned activities.

b) The Borough shall provide all dispatching service for police patrol units assigned to the Township (whether assigned by the Borough or the Township) and other emergency services as hereinafter defined.

c) The Borough shall provide the Township with Borough police department support and administrative services including services of the Borough's

criminal investigation division, juvenile officer, community relations office and records office, vehicle maintenance and equipment maintenance services, and general administrative services. The above-noted services are hereafter more specifically defined as follows:

i) Dispatch. The Borough will provide all emergency dispatching services for the Township including police, fire and ambulance on a twenty-four (24) hour basis, seven (7) days a week. Dispatch will answer calls, relay calls, dispatch emergency units and keep a running log of activities within the Township and shall provide direct access to all county, state and federal law enforcement information systems.

ii) Criminal Investigation Division (Detectives). The Criminal Investigation Division will provide backup to the patrol units assigned to the Township. This division will handle investigation of criminal matters and assist in the recovery of stolen property.

iii) Juvenile Officer. The juvenile officer will provide services relating to the investigation and prosecution of crime committed by juvenile offenders within the Township. In addition, the juvenile officer will work with such juvenile offenders, their parents, guardians and the schools to resolve problems and will conduct educational programs for the schools and parent/teacher organizations.

iv) Community Relations Office. The Borough Police Department will perform public relations aspects within the Township through community education programs, seminars, school visits, crime prevention activities and other community events. The Police Department will also conduct internal investigations and investigation of citizen complaints against police officers.

v) Records Office. The Borough Records Office shall maintain all of the records generated with respect to police activities within the Township and shall prepare the required reports for local, state and federal agencies. A separate set of police records and reports will be maintained for and provided to the Township Supervisors on a monthly basis. In addition, this office will prepare all required state and federal crime statistic reports for the Township. Upon termination of this Agreement, the Borough shall retain all of these separate records pertaining to the Township for as long as required by state or federal law or regulation. In addition, the Borough shall provide to the Township copies of any of these records which the Township may request upon remittance to the Borough of the cost of reproducing the records.

vi) Administration. The Borough will oversee the police function in the Township through its chain of command in the police department.

2) **INSURANCE**. The Borough, at its sole cost and expense, will secure and provide automobile insurance and police professional liability coverage for the Borough's activities within the Township. The Township 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 the Township. On a yearly basis during the term of this Agreement, the Borough shall provide the Township with evidence of proof of insurance coverage as required herein.

3) **FEES AND EXPENSES**. The Township shall pay to the Borough certain fees, expenses and start-up capital costs as are more particularly set forth hereinafter:

a) **Operating Fee**. The Township shall pay to the Borough the following fees, at the following times for police and administrative services provided by the Borough to the Township:

i) The sum of One Million Ninety Nine Thousand Nine Hundred Forty One (\$1,099,941.00) Dollars which shall be paid in four (4) equal installments of Two Hundred Seventy-Four Thousand Nine Hundred Eighty-Five (\$274,985.25) Dollars and 25/100 Cents on January 1, 2013, April 1, 2013, July 1, 2013 and October 1, 2013. The annual operating fee includes Thirty Six Thousand Nine Hundred Twenty Six (\$36,926.00) Dollars which will be applied to partially finance the capital purchase of police vehicles and capital equipment.

ii) The sum of One Million One Hundred Thirty Eight Thousand One Hundred Ninety-Two (\$1,138,192.00) Dollars which shall be paid in four (4) equal installments of Two Hundred Eighty-Four Thousand Five Hundred Forty Eight (\$284,548.00) Dollars on January 1, 2014, April 1, 2014, July 1, 2014 and October 1, 2014. The annual operating fee includes Thirty Six Thousand Seven Hundred Eight (\$36,708.00) Dollars which will be applied to partially finance the capital purchase of police vehicles and capital equipment.

iii) The sum of One Million One Hundred Seventy Nine Thousand Nine Hundred Thirty Two (\$1,179,932.00) Dollars which shall be paid in four (4) equal installments of Two Hundred Ninety Four Thousand Nine Hundred Eighty-Three (\$294,983.00) Dollars on January 1, 2015, April 1, 2015, July 1, 2015 and October 1, 2015. The annual operating fee includes Thirty Seven Thousand Seven Hundred Nineteen (\$37,719.00) Dollars which will be applied to partially finance the capital purchase of police vehicles and capital equipment

iv) The sum of One Million Two Hundred Twenty Four Thousand Seven Hundred Forty Six (\$1,224,746.00) Dollars which shall be paid in four (4) equal installments of Three Hundred Six Thousand One Hundred Eighty- Six (\$306,186.50) Dollars and 50/100 Cents on January 1, 2016, April 1, 2016, July 1, 2016 and October 1, 2016. The annual operating fee includes Thirty Nine Thousand Nine

Hundred Sixty-One (\$39,961.00) Dollars which will be applied to partially finance the capital purchase of police vehicles and capital equipment

And
24x365=
8760 hrs
\$144.88/
hr.

v) The sum of One Million Two Hundred Sixty-Nine Thousand One Hundred Thirty-Seven (\$1,269,137.00) Dollars which shall be paid in four (4) equal installments of Three Hundred Seventeen Thousand Two Hundred Eighty-Four (\$317,284.25) Dollars and 25/100 Cents on January 1, 2017, April 1, 2017, July 1, 2017 and October 1, 2017. The annual operating fee includes Thirty-Nine Thousand Eight Hundred Thirty Four (\$39,834.00) Dollars which will be applied to partially finance the capital purchase of police vehicles and capital equipment.

b) Alarm Billing and Collection. The Borough will be responsible for all billing and collection relating to violations of the Township's security alarm ordinances. The Borough's fee for such billing administration and collection for a calendar will be fifty (50%) of the total fines collected (the "Alarm Fee"). The Alarm Fee for a calendar year shall be paid by the Township to the Borough within the first quarter of the following calendar year.

c) Renegotiation. On or before April 1, 2017, the Borough and the Township will commence negotiations for a contract extension for future years. Notwithstanding the foregoing, neither the Township nor the Borough shall be under any obligation to continue the services provided hereunder if either determines that such is not in the best interest of the Township or the Borough.

4) TERM. Provided both the Township and the Borough have adopted Ordinances in accordance with 53 A. C.S. §§ 2305 & 2307 authorizing the officers, supervisors or council members to execute the Agreement and any amendments thereof on behalf of the Township and the Borough, the term of this Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2017 unless further extended by Agreement of the Borough and the Township.

5) MANNER IN WHICH REAL AND PERSONAL PROPERTY SHALL BE MANAGED AND DISPOSED OF. All real and personal property acquired hereunder shall be the property of the Borough and shall be managed and disposed of by the Borough.

6) MANNER AND EXTENT OF FINANCING THE AGREEMENT. The funds payable by the Township to the Borough for the police services and capital expenditures hereunder shall be paid from the General Fund of the Township in accordance with the Second Class Township Code, including but not limited to 53 P.S. § 66903.

7) **POLICY DECISIONS OF TOWNSHIP.** The Township may, from time to time, provide the Borough with policy direction with respect to the Borough's police activities within the Township. Notwithstanding the foregoing, it is understood and agreed that the day-to-day management and administrative decisions shall rest solely with the Borough.

8) **ARBITRATION.** In the event of a dispute between the parties with respect to any of the terms or conditions hereof, or the performance of either party during the term of this Agreement, such dispute shall be submitted to a three (3) member panel of arbitrators for resolution and determination. Each of the parties shall select one (1) such arbitrator within ten (10) days of notification by the other of an unresolved dispute, and the arbitrators so selected shall choose the third within ten (10) days after their appointment. The arbitrators are herewith empowered to conduct such hearings and subpoena such witnesses as shall be necessary for the full and complete determination of any such dispute. The decision of a majority of the arbitrators shall be final and conclusive upon the parties, and there shall be no appeal therefrom except in the case of questions of law, the regularity of the proceedings or an abuse of the arbitrator's discretion. Each party shall pay the fee charged by its respective arbitrator, but otherwise shall equally share the fee of the third arbitrator and all other costs of the proceedings, exclusive of any appeal.

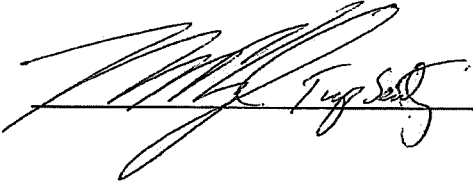
9) **USE OF TOWNSHIP BUILDING.** During the term of this Agreement, the Township agrees to permit the Borough and its police officers to use the current Township police facilities for the purposes set forth in this Agreement.

10) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties with respect to these matters, and no modifications, amendments, additions or revisions hereto shall be valid and binding until executed in two (2) simultaneous counterparts by the respective parties as an addendum to this Agreement, and otherwise in accordance with law.

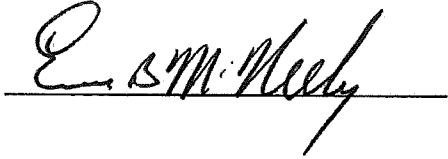
11) **INTERPRETATION OF AGREEMENT.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused their common or corporate seals to be hereunto affixed, and executed by the Chairman of the Township Board of Supervisors and the President of Borough Council, respectively, each being authorized to do so, the day and year first above written.

ATTEST:

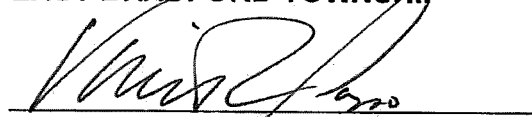


ATTEST:



EAST BRADFORD TOWNSHIP

BY:


VINCENT M. POMPO, Esq., Chairman
BOARD of SUPERVISORS

BOROUGH OF WEST CHESTER

BY:


HOLLY U. BROWN, President,
Borough Council

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**EXTENSION OF
POLICE COOPERATION AGREEMENT BETWEEN THE
BOROUGH OF WEST CHESTER AND EAST BRADFORD TOWNSHIP**

THIS EXTENSION AGREEMENT (“Extension”) is made by and between the BOROUGH OF WEST CHESTER, a Home Rule municipality, with its principal office located at 401 East Gay Street, West Chester, Pennsylvania 19380 (the “Borough”) and the TOWNSHIP OF EAST BRADFORD, Chester County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, being a Township of the Second Class, with its principal office located at 666 Copeland School Road, West Chester, Pennsylvania 19380 (the “Township”).

WITNESSETH:

WHEREAS, consistent with ordinances enacted by both the Borough and the Township pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2305, the Borough and the Township entered into a Police Cooperation Agreement (the “Agreement”) for a five year term commencing January 1, 2013 and terminating December 31, 2017 for the purpose of providing police protection to the Township; and

WHEREAS, the parties have agreed to extend the term of the Agreement for one year commencing January 1, 2018 and terminating on December 31, 2018 consistent with the terms of this Extension;

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises each made to the other within the Agreement, and intending to be legally bound thereby, agree as follows:

1. **EXTENSION OF AGREEMENT.** All terms, conditions, duties, responsibilities, promises and provisions of the Agreement shall be extended and continue, as though unchanged and unexpired, unless other specified herein (below) for a one year term commencing January 1, 2018 and terminating on December 31, 2018.

2. **FEES AND EXPENSES.** The Township shall pay to the Borough the following fees at the following times for police and administrative services provided by the Borough to the Township: the sum of One Million Three Hundred Seventeen Thousand Eight Hundred and Fifteen Dollars (\$1,317,815.00) which shall be paid in four equal installments of Three Hundred Twenty-Nine Thousand Four Hundred Fifty-three Dollars and 75/100 (\$329,453.75) on January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018. The annual operating fee includes Forty One Thousand Three Hundred Sixty-four Dollars (\$41,364) which will be applied to partially finance the capital purchase of police vehicles and other capital equipment.

3. **RATIFICATION OF AGREEMENT.** All other terms and conditions in the Agreement are hereby ratified and affirmed by the Borough and the Township.

IN WITNESS WHEREOF, the parties hereto have caused their common or corporate seals to be hereunto affixed, and executed by the Chairman or Vice Chairman of the Township Board of Supervisors and the President of Borough Council, respectively, each being authorized to do so, the day and year first above written.

ATTEST:

EAST BRADFORD TOWNSHIP

Dr. Thomas A. Egan, Chairman
Board of Supervisors

ATTEST:


BOROUGH OF WEST CHESTER

Diane C. LeBold, President
Borough Council

I, Amanda J. Sundquist, Esquire, hereby certify that the attached document is a copy of the full text of the proposed Ordinance of East Bradford Township.

UNRUH, TURNER, BURKE & FREES, P.C.

Date: 8/31/17

By: 
Amanda J. Sundquist, Esquire
Attorney for East Bradford Township