

ORDINANCE NO. 01 - 2023

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, 2024 through December 31, 2024:

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, 2020 through December 31, 2023, which was adopted as Ordinance 5-2019, a copy of which is attached hereto, made a part hereof and marked as Exhibit "A" (the "2020 Agreement"). The Board of Supervisors desires to extend the 2020 Agreement by one year ("Extension Agreement"). The Extension Agreement amends sections of the 2020 Agreement regarding Fees and Expenses and Term and ratifies and affirms all other terms and conditions of the 2020 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, 2024 through December 31, 2024 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 Seven Hundred Forty-Nine Thousand Three Hundred Eighty-Two Dollars (\$1,749,382.00) which shall be paid in four equal installments of Four Hundred Thirty-Seven Thousand Three Hundred Forty-Five Dollars 50/100 (\$437,345.50) on January 1, 2024, April 1, 2024, July 1, 2024, and October 1, 2024. The annual operating fee includes funds 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 2020 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, 2024 and terminating on December 31, 2024.

C. Other provisions. The Extension Agreement ratifies and affirms the other provisions of the 2020 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 2020 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.

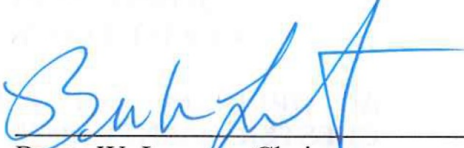
ENACTED AND ORDAINED THIS 3 DAY OF August, 2023.

ATTEST:

EAST BRADFORD TOWNSHIP



BY:


Bruce W. Lavery, Chairman

APPROVED THIS 3 DAY OF August, 2023.

Exhibit A

ORDINANCE NO. 05 - 2019

**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 Police Cooperation Agreement between the Borough of West Chester and East Bradford Township:

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

§ A122-1 Authorization.

The Chairman of the Board of Supervisors is hereby authorized to enter into the Police Cooperation Agreement between the Borough of West Chester and East Bradford Township for the period from January 1, 2020 through December 31, 2023, in accordance with the terms and conditions authorized by this Ordinance and set forth in the agreement which is attached hereto, made a part hereof and marked as Exhibit "A" (the "Agreement"). Furthermore, the appropriate officers of the Township are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance and to comply with the purposes and intent of the Agreement and this Ordinance.

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

§ A122-2. Summary of the 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. Services and personnel provided.
 - 1. A minimum of one police officer will be assigned by the Borough to patrol within the legal boundaries of the Township 24 hours per day, seven days per week which requires the Borough to hire six 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. 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.

2. 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.
3. 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:
 - a. Dispatch. The Borough will provide all emergency dispatching services for the Township, including police, fire and ambulance on a twenty-four hour basis, seven 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.
 - b. 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.
 - c. 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.
 - d. 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.

- e. 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, the Borough Records 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.
 - f. Administration. The Borough will oversee the police function in the Township through its chain of command in the police department.
- B. 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.
- C. 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:
- 1. 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:
 - a. The sum of One Million Four Hundred Eighty-One Thousand Four Hundred Ninety-Seven Dollars (\$1,481,497.00) which shall be paid in four equal installments of Three Hundred Seventy Thousand Three Hundred Seventy-Four and 25/100 Dollars (\$370,374.25) on January 1, 2020, April 1, 2020, July 1, 2020 and October 1, 2020.
 - b. The sum of One Million Five Hundred Eighty-Four Thousand Fifty Dollars (\$1,584,050.00) which shall be paid in four equal installments of Three Hundred Ninety-Six Thousand Twelve Dollars and 50/100 (\$396,012.50) on January 1, 2021, April 1, 2021, July 1, 2021 and October 1, 2021.

- c. The sum of One Million Five Hundred Ninety-Three Thousand One Hundred Ninety-Six Dollars (\$1,593,196.00) which shall be paid in four equal installments of Three Hundred Ninety-Eight Thousand Two Hundred Ninety-Nine Dollars (\$398,299.00) on January 1, 2022, April 1, 2022, July 1, 2022 and October 1, 2022.
- d. The sum of One Million Seven Hundred Nine Thousand Eight Hundred Fifteen Dollars (\$1,709,815.00) which shall be paid in four equal installments of Four Hundred Twenty-Seven Thousand Four Hundred Fifty-Three Dollars and 75/100 (\$427,453.75) on January 1, 2023, April 1, 2023, July 1, 2023 and October 1, 2023.

2. Optional Weight and Speed Details.

- a. As an extra optional service and only upon the request of the Township the Borough may conduct additional special weight and speed details. The location, duration and scheduling of such weight and speed details shall be at the discretion of the Borough after consultation with the Township. The Township may reasonably request locations and dates and the Borough shall use its best efforts to accommodate reasonable requests.
- b. Each extra weight and/or speed detail shall be billed by the Borough to the Township at the time of completion at the rate of (i) Two Hundred Fifteen (\$215.00) Dollars per hour for each hour that the detail was actually being conducted in calendar year 2020. The hourly rate will increase annually throughout the term of this Agreement at a rate of Three Percent (3%). The hourly fee shall be prorated for portions of an hour. The fee for completed weight and/or speed details shall be due and payable to the Borough within thirty (30) days after invoice by the Borough.

3. 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 year will be 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.

4. Renegotiation. On or before April 1, 2023, 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.

D. Term. Provided both the Township and the Borough have adopted ordinances in accordance with 53 Pa. C.S.A. §§ 2305 and 2307 authorizing the officers, supervisors or council members to execute the Agreement and any amendments thereto on behalf of the

Township and the Borough, the term of this Agreement shall commence on January 1, 2020, and shall terminate on December 31, 2023, unless further extended or terminated by agreement of the Borough and the Township.

- E. Amendment to Agreement. This Agreement may be amended at any time by mutual written agreement signed by the Borough and Township, which agreement is approved by Ordinances of both municipalities.
- F. Termination of Agreement. This Agreement may be terminated by mutual written agreement of the Borough and Township; provided, however, that a minimum of one year's prior written notice of intent to terminate must be provided to the other party.
- G. 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.
- H. 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.
- I. 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.
- J. 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 member panel of arbitrators for resolution and determination. Each of the parties shall select one such arbitrator within 10 days of notification by the other of an unresolved dispute, and the arbitrators so selected shall choose the third within 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.
- K. 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.
- L. 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 simultaneous counterparts by the respective parties as an addendum to this Agreement, and otherwise in accordance with law.

M. Interpretation of Agreement. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

N. No new entity is created by this 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.

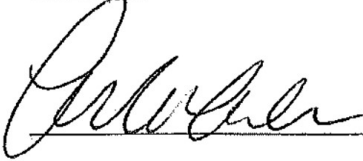
Section 5. Renumbering. The location and numerical designation of this Article and the Sections included herein shall be delegated to the discretion of the General Code Publishers which may renumber this Article and Sections as are necessary to accommodate this new Article.

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


ENACTED AND ORDAINED THIS 8 DAY OF October, 2019.

ATTEST:

EAST BRADFORD TOWNSHIP



BY:



Vincent M. Pompo, Esq., Chairman

APPROVED THIS _____ DAY OF _____, 2019.

EXHIBIT A

**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 _____ day of _____, 2019, 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 _____, 2019, 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 _____, 2019, in accordance with 53 Pa.C.S. § 2305, the Board of Supervisors of the Township adopted an Ordinance in accord with 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. 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, the Borough Records 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 Four Hundred Eighty-One Thousand Four Hundred Ninety-Seven Dollars (\$1,481,497.00) which shall be paid in four equal installments of Three Hundred Seventy Thousand Three Hundred Seventy-Four and 25/100 Dollars (\$370,374.25) on January 1, 2020, April 1, 2020, July 1, 2020 and October 1, 2020.

ii) The sum of One Million Five Hundred Eighty-Four Thousand Fifty Dollars (\$1,584,050.00) which shall be paid in four equal installments of Three Hundred Ninety-Six Thousand Twelve Dollars and 50/100 (\$396,012.50) on January 1, 2021, April 1, 2021, July 1, 2021 and October 1, 2021.

iii) The sum of One Million Five Hundred Ninety-Three Thousand One Hundred Ninety-Six Dollars (\$1,593,196.00) which shall be paid in four equal installments of Three Hundred Ninety-Eight Thousand Two Hundred Ninety-Nine Dollars (\$398,299.00) on January 1, 2022, April 1, 2022, July 1, 2022 and October 1, 2022.

iv) the sum of One Million Seven Hundred Nine Thousand Eight Hundred Fifteen Dollars (\$1,709,815.00) which shall be paid in four equal installments of Four Hundred Twenty-Seven Thousand Four Hundred Fifty-Three Dollars and 75/100 (\$427,453.75) on January 1, 2023, April 1, 2023, July 1, 2023 and October 1, 2023.

b) **Optional Weight and Speed Details.**

i) As an extra optional service and only upon the request of the Township the Borough may conduct additional special weight and speed details. The location, duration and scheduling of such weight and speed details shall be at the discretion of the Borough after consultation with the Township. The Township may reasonably request locations and dates and the Borough shall use its best efforts to accommodate reasonable requests.

ii) Each extra weight and/or speed detail shall be billed by

the Borough to the Township at the time of completion at the rate of (i) Two Hundred Fifteen (\$215.00) Dollars per hour for each hour that the detail was actually being conducted in calendar year 2020. The hourly rate will increase annually throughout the term of this Agreement at a rate of Three Percent (3%). The hourly fee shall be prorated for portions of an hour. The fee for completed weight and/or speed details shall be due and payable to the Borough within thirty (30) days after invoice by the Borough.

c) 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.

d) Renegotiation. On or before April 1, 2023, 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 Pa.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, 2020 and shall terminate on December 31, 2023 unless further extended or terminated by Agreement of the Borough and the Township.

5) AMENDMENT TO AGREEMENT. This Agreement may be amended at any time by mutual written agreement signed by the Borough and Township which amendment is approved by Ordinances of both municipalities.

6) TERMINATION OF AGREEMENT. This Agreement may be terminated by mutual written agreement of the Borough and Township; provided, however, that a minimum of one years' prior written notice of intent to terminate must be provided to the other party.

7) 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.

8) 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.

9) **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.

10) **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.

11) **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.

12) **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.

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

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES TO FOLLOW]

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:

EAST BRADFORD TOWNSHIP

BY:

VINCENT M. POMPO, ESQUIRE
Chairman, Board of Supervisors

ATTEST:

BOROUGH OF WEST CHESTER

BY:

LEBOLD
Borough Council

DIANE C.
President,

**East Bradford Township Police Contract
Projections- 2019-2023
(For Police Services of 6 officers)**

	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023	Increase Over 2019
Salary Expense- Patrolmen (5) (a)	502,462	523,817	546,079	569,287	592,059	Increase per CBA schedule
Salary Expense- Corporals (1) (b)	108,736	113,357	118,174	123,197	128,125	Increase per CBA schedule
Overtime and Double Time (Including Court) (c)	52,530	54,763	57,090	59,516	61,897	Increase per CBA schedule
FICA(MEDICARE ONLY)	9,624	20,178	10,459	10,904	11,340	1.45% of salaries
Employee Benefits (100% covered by employer)	114,913	120,659	126,692	133,026	139,678	family plans @ \$23k per year + 5% 2020 thru 2023
Vislon Insurance (100% covered by employer)	800	840	882	926	972	3% Increase each year
H S A	15,000	15,000	15,000	15,000	15,000	no Increase anticipated 5 participants
Worker's Comp (UCOMP)	26,875	28,218	29,629	31,111	32,666	5% Increase each year
Uniform Maintenance	2,534	2,610	2,688	2,769	2,852	3% Increase each year
Pension Expense ((a) + (b) + (c)) x 38.3%	253,989	257,075	268,001	279,391	290,566	Increase per CBA schedule; MMO = 38.3% of gross wages
Health Insurance Buy Out	9,500	9,500	9,500	9,500	9,500	no Increase anticipated-only 1 partcipant
Liabilty Coverage	40,362	41,146	43,203	45,363	47,631	5% Increase each year
Personal Property Relmbursement	515	500	500	500	500	no change
Capital Purchases	31,836	31,836	31,836	31,836	31,836	3% Increase each year
Parking (2%)	10,941	11,269	11,607	11,956	12,314	3% Increase each year
Police AdmInstration (25%)	88,827	92,602	96,537	100,640	104,666	Increase per CBA schedule
Dispatch (25%)	97,441	100,364	103,375	106,476	109,671	3% Increase each year
Police Records (25%)	20,781	21,404	22,046	22,708	23,389	3% Increase each year
Criminal Investigations	25,750	26,523	27,318	28,138	28,982	3% Increase each year
Juvenile Service	3,090	3,183	3,278	3,377	3,478	3% Increase each year
Vehicle Fuel and Maintenance	9,527	9,813	10,107	10,410	10,723	3% Increase each year
Other Expense	5,150	5,305	5,464	5,628	5,796	3% Increase each year
Totals	1,431,181	1,489,959	1,539,467	1,601,658	1,663,640	

Exhibit B

**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 676 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 four year term commencing January 1, 2020 and terminating December 31, 2023 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, 2024 and terminating on December 31, 2024 consistent with the Term provisions in the Agreement;

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, 2024 and terminating on December 31, 2024.

2. **FEES AND EXPENSES.**

A. 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 Seven Hundred Forty-Nine Thousand Three Hundred Eighty-Two Dollars (\$1,749,382.00) which shall be paid in four equal installments of Four Hundred Thirty-Seven Thousand Three Hundred Forty-Five Dollars 50/100 (\$437,345.50) on January 1, 2024, April 1, 2024, July 1, 2024 and October 1, 2024. The annual operating fee includes ----- Dollars (\$_____) 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

Bruce W. Lavery, Esquire, Chairman
Board of Supervisors

ATTEST:

BOROUGH OF WEST CHESTER



Sean Metrick
Borough Manager

June 23, 2023

