

RESOLUTION NO. 2018-16

**A RESOLUTION FOR THE APPROVAL OF THE THORNBURY TOWNSHIP  
POLICE SERVICES AGREEMENT**

**WHEREAS**, pursuant to Section 25-5 et seq. of the Thornbury Township Code, Thornbury Township is authorized to accept the terms of the Westtown-East Goshen Police Commission's (hereinafter "Commission") Inter-Municipal Police Services Agreement (hereinafter "Agreement") setting forth the terms and conditions by which the Westtown-East Goshen Police Commission will provide the police services of the Westtown East Goshen Police Departments (hereinafter "Department") to Thornbury Township; and

**WHEREAS**, pursuant to the Second Class Township Code, 53 P.S. § 66903 and Section 25-5 may contract with any municipal corporation to secure the services within the Township of the police force of a neighboring municipality; and


**WHEREAS**, the Township deems that such police services as provided by the Commission, as more particularly defined in the Agreement, are necessary for the protection of the health, safety and welfare of the residents of Thornbury Township; and

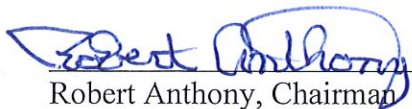
**WHEREAS**, both the Township and the Commission desire to enter into the Agreement attached hereto as Exhibit "A" to secure and provide the police protection of the Westtown East Goshen Police Department to the citizens of the Township in accordance with the provisions of the aforementioned legislation and the parties' Agreement attached hereto; and

**WHEREAS**, it is the intent of the Township and the Commission to enter into the Agreement for the Department to provide full-time Police Services to the Township for the period January 1, 2019 through December 31, 2023.

**NOW THEREFORE, BE IT APPROVED AND RESOLVED**, this 16th day of October 2018, the Thornbury Township Board of Supervisors accepts the terms of the Police Services Agreement and authorizes the Township to enter into the Agreement with the Commission for Police Services.

**THORNBURY TOWNSHIP BOARD OF SUPERVISORS**

Attest:   
Judy Lizza, Township Manger

  
Robert Anthony, Chairman

  
James Benoit, Vice Chairman

  
William Reilly, Treasurer

  
Mike Gallagher, Supervisor

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Joe Lisa, Supervisor

# EXHIBIT "A"

September 26, 2018

## POLICE SERVICES AGREEMENT

THIS AGREEMENT, made this 16<sup>th</sup> day of OCTOBER, 2018, by and between the **WESTTOWN-EAST GOSHEN POLICE COMMISSION** (hereinafter "Commission"), the governing body of the Westtown-East Goshen Police Department (hereinafter "Department") and **THORNBURY TOWNSHIP** (hereinafter "Township"), a township of the second class located in Chester County, Pennsylvania;

### WITNESSETH:

WHEREAS, the Commission was created pursuant to Articles of Agreement dated September 15, 1981, as amended, by which Westtown Township and East Goshen Township joined together to create the Department (hereinafter "1981 Articles"); and

WHEREAS, Westtown Township and East Goshen Township have restated and revised the 1981 Articles by Articles of Agreement dated September 17, 2002; and

WHEREAS, Westtown Township and East Goshen Township have restated and revised the 2002 Articles by Articles of Agreement dated October 29, 2002 (hereinafter "2002 Articles"); and

WHEREAS, Westtown Township and East Goshen Township have restated and revised the 2002 Articles by Addendum to Articles of Agreement between East Goshen Township and Westtown Township dated February 17, 2004 (hereinafter "2004 Articles"); and

WHEREAS, Westtown Township and East Goshen Township have restated and revised the 2004 Articles by the Westtown East Goshen Police Agreement dated October 1, 2013 (hereinafter "2013 Westtown East Goshen Police Agreement"); and

WHEREAS, the Commission and the Township entered into a Police Services Agreement dated December 29, 1992, as amended December 21, 1999, for the purpose of setting forth the terms and conditions by which the Commission would provide police protection by the Department for the Township (hereinafter "1992 Agreement"); and

WHEREAS, by letter dated June 7, 2002, the Commission advised the Township of its intention to terminate the 1992 Agreement as of December 31, 2002; and

WHEREAS, the Commission and the Township entered into a Police Service Agreement dated December 3, 2002, for the purpose of setting forth the terms and conditions by which the Commission would provide police service by the Department for the Township (hereinafter "2002 Agreement"); and

WHEREAS, the terms and the conditions for providing police service set forth in the 2002 Agreement terminated at 11:59 PM on December 31, 2004; and

WHEREAS, the Commission and the Township entered into a Police Service Agreement dated November 16, 2004, for the purpose of setting forth the terms and conditions by which the Commission would provide police service by the Department for the Township (hereinafter "2004 Agreement"); and

WHEREAS, the terms and the conditions for providing police service set forth in the 2004 Agreement terminated at 11:59 PM on December 31, 2009; and

WHEREAS, the Commission and the Township entered into a Police Service Agreement dated July 21, 2009, for the purpose of setting forth the terms and conditions by which the Commission would provide police service by the Department for the Township (hereinafter "2009 Agreement"); and

WHEREAS, the terms and the conditions for providing police service set forth in the 2009 Agreement terminated at 11:59 PM on December 31, 2012; and

WHEREAS, the Commission and the Township entered into a Police Service Agreement dated October 10, 2012, for the purpose of setting forth the terms and conditions by which the Commission would provide police service by the Department for the Township (hereinafter "2012 Agreement"); and

WHEREAS, the terms and the conditions for providing police service set forth in the 2012 Agreement will terminate at 11:59 PM on December 31, 2018; and

WHEREAS, pursuant to the Second Class Township Code, 53 P.S. §66903, any township may contract with any municipal corporation to secure the services within the township of the police of the municipal corporation; and when such contract is made, the police officers of the employing municipal corporation shall have all the powers and authority conferred by law on police officers in the Township which has contracted to secure police service; and

WHEREAS, pursuant to an Act of Assembly of the Commonwealth of Pennsylvania relating to intergovernmental cooperation, 53 Pa.C.S. §2303, two or more local governments may jointly cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities and may effectuate such cooperative undertakings by entering into a joint agreement for these purposes, as Westtown Township and East Goshen Township have done in adopting the 2013 Westtown East Goshen Police Agreement; and

WHEREAS, the 2013 Westtown East Goshen Police Agreement authorizes the Commission to enter into police service contracts with any municipality with the approval of the Boards of Supervisors of Westtown Township and East Goshen Township; and

WHEREAS, the Township deems that such police services from the Commission, 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 Commission, acting on behalf of Westtown Township and East Goshen Township, 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; and

WHEREAS, the Commission and the Township intend to set forth herein the new terms and conditions under which police services will be provided by the Commission to the Township upon expiration of the 2012 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, Personnel and Administration.**

- a. The Commission will cause the Department to provide the Township with full-time police service. The service will include limited patrols, the handling of complaints, the handling of traffic problems and accidents, the enforcement of Township ordinances as they pertain to police services, the enforcement of state and local laws, the investigation of criminal cases, the response to police calls twenty-four (24) hours per day, seven (7) days per week, and all other services normally provided by a township police department subject to the limitations set forth in this agreement.
- b. The Department's Patrol Unit and Traffic Safety Unit will provide a minimum of eight (8) combined hours per day of police service for a total of fifty-six 56 hours per week of service to the Township calculated on a quarterly basis. The Patrol Unit will be issued a directive that the priority for "uncommitted time" (time not spent responding to accidents or incidents, court time, and/or report writing) shall be traffic enforcement.
- c. The Department's Traffic Safety Unit will provide a minimum of ten (10) hours per week of traffic service. These hours are included in the fifty-six (56) hours noted above. This service will include traffic enforcement that will be provided Monday through Friday (the Traffic Safety Unit does not regularly work on weekends). The Traffic Safety Unit also investigates any accident involving a fatality. Any Traffic Safety Unit time spent investigating a fatal traffic accident in the Township will count toward the PPU hours specified in this Agreement and will subsequently result in less routine traffic enforcement. The Traffic Safety Unit hours will be calculated on a quarterly basis.

- d. The Department's Criminal Investigative Unit and the Community Service Officer will provide service to the Township on an as-needed basis, with no limit on the number of hours.
- e. The Department will maintain regular communication with Township officials to understand evolving areas of concern for police patrol and concentration. The Township and the Department will work together to encourage active engagement of Township residents to assist with community safety. It is mutually agreed that some flexibility of patrol can be employed to concentrate police attention on areas of concern to the Township for limited, targeted periods of time.
- f. The police service provided hereunder shall be provided within the entire Township, with the exception of the portion thereof which is the property of Cheyney University. Cheyney University provides its own security police and is also provided police coverage by the Pennsylvania State Police. Any assistance provided to the said security police and State Police shall be solely at the discretion of the Department, as determined by the Chief of Police and is not an obligation of the Department under this Agreement. The PPU's for this assistance shall not be counted toward the routine Patrol Unit and Traffic Safety Unit PPU's noted in sections 1.b and 1.c above.
- g. The Department will provide normal administrative and personnel services relating to the operation of the Department, including maintaining 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 quarterly PPU report will be provided by the Department to the Township as well as a monthly PPU report. The PPU reports shall depict the amount of time each of the Department's Units spends in each municipality. The quarterly Patrol Unit and Traffic Safety Units PPU's referenced in paragraphs 1.b and 1.c shall be calculated as follows:

Patrol Unit and Traffic Safety Unit

(Patrol Unit Total for Township Sensitive + Traffic Safety Unit Total for Township Sensitive PPU hours) ÷ (number of days in the calendar quarter)

Traffic Safety Unit

(Traffic Safety Unit Total for Township Sensitive) ÷ (number of weeks and parts thereof in the calendar quarter).

In addition the Department will provide the Township with the Monthly Activity Report, which provides a breakdown of the number of incidents, and the Traffic Enforcement Report which lists the location of all traffic stops.

- h. The meeting of the Commission is publicly advertised each month and is held for the purpose of conducting the official business of the Commission. A representative of the Township shall be appointed as the "citizen-at-large member" to the Commission by the Charter Municipalities pursuant to the 2013 Westtown East Goshen Agreement. This representative shall be considered a Police Commissioner and shall have all of the rights and perform all of the duties of the "citizen-at-large member" as identified in the 2013 Westtown East Goshen Agreement. The Commission meetings shall be subject to all provisions contained in the 2013 Westtown East Goshen Agreement.
- i. The Township is responsible for informing its residents that for police services they must call 911, the Chester County Radio Room. If they wish to speak to police headquarters at 1041 Wilmington Pike, they should call 610-692-9600. The office hours of the Department are 8:30 AM until 4:30 PM, Monday through Friday. The Department office shall be open, and the personnel of the Department shall be available to the residents of the Township to the same extent as they are open to the residents of the Westtown Township and East Goshen Township.
- j. The Commission shall furnish the Township with the names of all existing and future police officers for the purpose of deputization of such officers as police officers of the Township.
- k. The Township shall supply the Department with an up-to-date map of the Township, showing which roads are Township, State and private. The Township shall also inform the Department of the existence of new Township roads in the future.
- l. To assist the Department in providing the services required hereunder, the Township shall supply to the Commission all ordinances and resolutions affecting any matter which relates to the police services to be provided hereunder. Updates to such ordinances and resolutions shall be forwarded to the Department by the Township in a timely fashion.
- m. The administrative/secretarial staff of the Department shall not be responsible for conducting any Township business, which is unrelated to police matters.

- n. The Township shall have no responsibility for or obligation to participate in contract negotiations with the Westtown-East Goshen Police Association, the bargaining unit for the officers of the Department. All labor matters remain the responsibility of the Charter Municipalities, as the term is defined in the 2013 Westtown East Goshen Agreement.
- o. All special details conducted by the Department such as traffic control for special occasions or for any detail not normally done on a day to day basis will be billed to the Township by the Department. No such special details shall be provided by the Department unless requested by the Township. Such services shall be billed to and paid by the Township at the rate the Commission normally charges for such services pursuant to a Rate Schedule adopted by the Commission.

2. **Budget and Fees for Police Services.**

- a. The Township's annual charge for police services shall be determined in accordance with the terms set forth below. The Township shall pay to the Commission at the beginning of each month its proportionate share of its annual budget allocation for that calendar year.
- b. The Township's cost for police service shall be as follows.
  - 1) Calendar year 2019 - \$580,000
  - 2) Calendar year 2020 - \$597,400
  - 3) Calendar year 2021 - \$615,322
  - 4) Calendar year 2022 - \$633,782
  - 5) Calendar year 2023 - \$652,795

3. **Term and Effective Date.** The term of this Agreement shall be for five (5) calendar years. This Agreement will commence at 12:00 AM on January 1, 2019 and end at 11:59 PM on December 31, 2023. The Township can terminate this Agreement on December 31, 2021 upon 12-month written notice to the Commission if one or both of the following quality indicators are not met.

- 1) The Department has less than two (2) detectives
- 2) The number of part-time officers exceeds more than 50% of the total officers in the Department.

4. **Insurance.** The Commission, at its sole cost and expense, will secure and provide automobile insurance for all police vehicles and police professional liability insurance coverage for the Commission's activities within the Township. The Township and its individual Supervisors and employees shall be entitled to the same coverage under the said insurance policies as is presently provided to Westtown Township and

East Goshen Township and the Supervisors and employees of both Townships under existing coverages. The Commission will at all times keep in force a minimum of \$5,000,000.00 in liability coverage and will have the Township named as an additional insured on the applicable police insurance liability policies and furnish proof of same to the Township upon demand.

5. **Manner and Extent of Financing the Agreement.** The funds payable by the Township to the Commission for the police services to be provided hereunder shall be paid from the general fund of the Township in accordance with the Second Class Township Code.

6. **Policy Decisions of the Township.** The Township may, from time to time, provide the Commission with policy direction with respect to the Department's police activities within the Township, through the Township's Police Commission representative. Notwithstanding the foregoing, it is agreed and understood that the day-to-day management and administrative decisions relating to the provision of police services to the Township shall rest with the Commission, including decisions to hire new full-time police officers, which decisions shall be made in accordance with the 2013 Westtown East Goshen Agreement, as they may be amended from time to time.

7. **Equipment.** The Commission shall ensure that all required equipment for the performance of the Department's responsibilities hereunder is provided to the Department by the Commission at no additional cost to the Township.

8. **Revenues/Fines.** All revenues generated by the Commission for providing police services hereunder within the Township shall become and remain the revenue of the Department. These monies shall be paid to the Department within thirty (30) days of receipt, with the exception of traffic fines, which shall remain the property of the Township.

9. **Police Headquarters.** It is agreed that the police services to be provided by the Commission to the Township hereunder shall be based at the Westtown-East Goshen Police Department headquarters at 1041 Wilmington Pike, Westtown Township, or at such other location to which the police headquarters may be relocated during the term of this Agreement.

10. **Road Emergencies/Special Circumstances.**

- a. Whenever severe weather occurs and trees are blown down or roads are flooded within the Township, or there exists any other hazard or problem with the Township roads, which is beyond the scope of the police services to be provided hereunder, the Department will provide only protective surveillance until the Township roadmaster, or other designee, has been notified and is able to take corrective action. The Department will call the responsible person, who shall be expected to assume responsibility immediately and to take any necessary action. Such action may



include the erection of portable stop signs, street closed signs, flashing barricades or such other traffic control devices as are necessary to deal with the problem.

- b. The Department shall be furnished with the names and telephone numbers of the Township supervisors, roadmaster, manager, emergency services coordinator, snow removal crew, traffic light repair contractor and any other person in a responsible Township position who may be required to act for the Township in times of police emergency.

11. **Arbitration.** In the event of a dispute between the parties with respect to any of the terms or conditions of this Agreement or in the performance of either party during the term of this Agreement, such dispute shall be submitted to a 3-member panel of arbitrators for resolution and determination. The Commission and the Township shall each select one (1) such arbitrator within ten (10) days of notification of an unresolved dispute, and the arbitrators so selected shall choose a third arbitrator within ten (10) days after their appointment. Supervisors from the Township or Charter Municipalities are not permitted to serve as arbitrators. The arbitrators are hereby 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 arbitrators' discretion. Each party shall pay the fee charged by its respective arbitrator and shall share equally in the fee of the third arbitrator and in all costs of the proceedings, exclusive of any appeal. In the event that the arbitrator for the Township and the arbitrator for the Commission are unable to agree upon the selection of the third arbitrator, then either party may petition the Court of Common Pleas of Chester County which shall appoint the third arbitrator. It is specifically agreed and understood that the arbitrators will not have the authority to change the annual charge for police services or in any way alter the basic terms of the Agreement.

12. **Notices.** Any notices required to be given hereunder shall be sent by ordinary mail, or delivered personally, to the Police Chief for the Commission or the Township Manager, at the following addresses: Commission -1041 Wilmington Pike, West Chester, PA 19382; and Township - 8 Township Drive, Cheyney, PA 19319-1019.

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the Township and the Commission with respect to these matters, and no modifications, amendments, additions or revisions hereto shall be valid and binding until executed in two (2) counterparts by the parties hereto as an addendum to this Agreement.

14. **Governing Law.** This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Attest:

Westtown-East Goshen  
Police Commission

\_\_\_\_\_  
Title:

By:

\_\_\_\_\_  
Chair

Attest:

Thornbury Township

*Chairman*  
\_\_\_\_\_  
Title:

By:

*Robert D. Anthony*  
\_\_\_\_\_  
Chair

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