



RESOLUTION 2023-017

INTERMUNICIPAL POLICE SERVICES AGREEMENT

This **INTERMUNICIPAL POLICE SERVICES AGREEMENT** (“*Agreement*”) is effective as of the 27 of December, 2023, by and between **BEDMINSTER TOWNSHIP**, a Township of the Second Class located in Bucks County, Pennsylvania, with its police department located at 3112 Bedminster Road., P.O. Box 111, Bedminster, PA 18910 (“*Bedminster*”), and **HILLTOWN TOWNSHIP**, a Township of the Second Class located in Bucks County, Pennsylvania, with offices located at 13 West Creamery Road, P.O. Box 260, Hilltown, PA 18927 (“*Hilltown*”)(collectively, the “*Townships*”).

BACKGROUND

WHEREAS, pursuant to the terms, conditions, and provisions in this Agreement, Bedminster and Hilltown wish to enter into an intergovernmental agreement to authorize concurrent jurisdiction for the police departments of each Township and authorize police officers from each Township to make summary arrests and on-view criminal arrests and provide mutual aid within the other Township; and

WHEREAS, such concurrent jurisdiction shall be limited to a 1,000 foot wide corridor (500 feet within each Township) centered on the shared, mutual border that parallels Dublin Pike (State Route 313); and

WHEREAS, Bedminster is within the jurisdiction of Magisterial District Court 07-3-03, and Hilltown is within the jurisdiction of Magisterial District Court 07-2-08; and

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301 *et seq.* requires all intergovernmental agreements to be approved by ordinance or resolution; and

WHEREAS, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66903 and §66904, the Townships are authorized to secure and or provide contracts with any municipal corporation for police services in the Township; and

WHEREAS, both Bedminster and Hilltown deem that this Agreement for mutual, shared police service and mutual aid is necessary for the protection of the health, safety, and welfare of their respective residents; and

WHEREAS, the Townships shall form a task force to monitor for traffic violations and on-view criminal offenses along Dublin Pike (State Route 313) pursuant to the terms of this Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the parties, their respective successors and assigns, hereby agree as follows:

TERMS AND CONDITIONS

I. COMMAND AUTHORITY

1. The purpose of this Agreement is to provide mutual police aid across jurisdictional lines along Dublin Pike (State Route 313) in two Townships to enable their police departments to more effectively enforce the provisions of traffic statutes, thereby preserving the health, safety and welfare of persons in each Township.
2. The Task Force shall be known as the Dublin Pike (State Route 313) Task Force ("***Task Force***").
3. The area served by the Task Force in each of the Townships ("***Task Force Area***") shall be a corridor extending out 500 feet from each side of the center line of Dublin Pike (State Route 313), running between the center point of the Dublin Pike (State Route 313) and Old Bethlehem Road (SR 4041) intersection and the center line point of the Dublin Pike (State Route 313) and Old Dublin Pike Road intersection, not including that portion of Dublin Pike (State Route 313) located within the Borough of Dublin. See ***Exhibit "A"*** attached hereto and incorporated herein ("***Task Force Area Map***").
4. The police officers from each Township participating in the Task Force shall be added as members to the Task Force and will be approved to monitor traffic violations and criminal violations that may happen to occur during such monitoring times, within the Task Force Area.
5. The Task Force Police Officers are authorized to make summary arrests and on-view criminal arrests within the Task Force Area.
6. All citations and arrests involving incidents occurring within Bedminster (including those along west-bound Dublin Pike (State Route 313) shall fall under the jurisdiction of Magisterial District Court 07-3-03 and shall be heard by that Magisterial District Court. All citations and arrests involving incidents occurring within Hilltown (including those along east-bound Dublin Pike (State Route 313) shall fall under the jurisdiction of Magisterial District Court 07-2-08 and shall be heard by that Magisterial District Court. If an incident occurs where charges could be brought or citations could be issued in more than one jurisdiction, the arresting or citing officer and such officer's department will coordinate with the other involved jurisdiction's police department and the Bucks County District Attorney's Office to prosecute the case in the most appropriate jurisdiction.
7. The Townships and their personnel acknowledge that financial and civil liability for the acts and omissions of each employee remains vested with that employee's employing municipality.
8. Liability for any acts of any police officer undertaken under the terms of this Agreement will be the sole responsibility of that officer and his/her employing municipality. The Townships agree to notify each other of any claim or lawsuit arising out of an activity

conducted pursuant to this Agreement. Nothing in this paragraph shall prevent either Township affected by any claim or lawsuit from conducting an independent administrative review of any matter giving rise to the claim or lawsuit. The Townships agree to cooperate fully with one another in the event of an administrative review or official investigation arising out of any activity conducted pursuant to this Agreement. Nothing in this paragraph shall be construed as supplanting any applicable statute, rule, or regulation. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes and all immunities from liabilities enjoyed by each of the Townships within their respective boundaries shall extend to its participation in this Agreement and the provision of police services thereunder both within and outside of its boundaries.

9. Each Township hereby releases the other from liability for damages to its property caused by the other Township's employees when providing police services pursuant to this Agreement. The Townships shall be self-insured or carry sufficient liability insurance to protect each of themselves from any liability assumed under this paragraph.
10. Responsibility for the conduct of a Township's police personnel, both personally and professionally, shall remain with that Township and its Police Chief, and each Township shall be solely responsible for the actions of its respective police officers.
11. Because the police officers from each Township are not employees of the other Township, the substantive and procedural rights of such officers regarding employment-related grievances or discipline are governed solely by the contracts, rules, and regulations existing between such officers and the Township employing them. Personnel related benefits, including, but not limited to, Workers' Compensation, shall be the sole responsibility of the Township which employs the officer during Task Force operations. Officers with complaints, suggestions, comments, or concerns should refer the matter to their employing municipality for processing pursuant to that Township's reporting procedures or grievance process. If the matter involves the conduct of police officers of the other Township, the Police Chief of such other Township shall be informed of the nature and circumstances of the matter.

II. TERM OF AGREEMENT

1. The Townships hereto agree to bind themselves to the terms of this Agreement. This Agreement shall only become effective upon approval, as evidenced below, by the authorized officials of the respective Township and shall continue in full force and effect until terminated by either Township.
2. The duration of this Agreement shall be indefinite, subject to termination as provided in this Agreement.
3. If either Township wishes to terminate its participation in this Agreement, it must do so in writing, notifying the other Township of its intent to withdraw at least thirty (30) days prior to the desired date of termination. Upon termination by either of the Townships for any

reason, the Task Force shall be disbanded, and no mutual aid shall be provided thereafter under this Agreement unless a separate agreement is executed.

III. EXPENSES

Each Township shall be responsible for all expenses incurred by reason of action taken by its respective police officers and police departments pursuant to this Agreement with the assistance of funds supplied by the Pennsylvania Office of Attorney General or other sources or grants, if available. Such expenses include, but are not limited to, salaries, overtime pay, retirement, expenses, disability, and all other employment-related benefits incident to such officers' employment with their respective Township police department. If necessary, the Townships will enter into a separate agreement that delineates any costs, fees, reimbursements, or assessments for services provided by the Task Force. Under this Agreement, any reimbursement of costs or expenses directly incurred by a particular Township while participating in the Task Force shall be claimed by and payable to the Township incurring such costs or expenses.

IV. MISCELLANEOUS

1. Background. The Background recitals referenced at the beginning of this Agreement are incorporated into this Agreement by reference as if fully set forth at length.
2. Assignment. This Agreement shall not be assignable by either Township except upon the written consent of the other Township, which consent shall not be unreasonably withheld.
3. Modification. This Agreement shall only be modified, amended, or supplemented by the written agreement of both the Townships.
4. Mutual Cooperation. Bedminster and Hilltown, by and through their respective governing bodies, agree to execute all documents and to take all action necessary to effectuate the terms and conditions of this Agreement.
5. Captions. The captions in this Agreement are for convenience only and are not part of the Agreement. The captions do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.
6. Entire Agreement. This Agreement represents the entire agreement of the Townships, and there are no collateral or oral agreements or understandings.
7. Severability. In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.
8. Notices. All notices or communications required to be given in writing under this Agreement shall be forwarded by any of the following: certified United States mail, postage prepaid; nationwide overnight courier; email communication with acknowledgement of such email received; or hand delivery with receipt obtained. Such

delivery shall be to the addresses noted for Bedminster and Hilltown in the first paragraph of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement. Each counterpart Agreement that is signed by a Township shall indicate the date that the counterpart was approved and signed.
10. Execution. Each Township has executed this Agreement after this Agreement was approved by its respective governing body after a properly advertised public meeting.
11. No Superseding Standard of Care, Duty, or Conduct. Nothing in this Agreement or any policy, procedure, practice, protocol, or guideline resulting therefrom shall alter or affect nor is intended to alter or affect any standard of care; standard of conduct; lawful authority to search, seize or arrest as may be otherwise authorized by the U.S. Constitution, the Pennsylvania Constitution, or any applicable federal or state law; or any policy or procedure of the police departments subject to this Agreement.
12. Choice of Venue. In the event of a dispute or claim between the Townships with respect to any of the terms or conditions of this Agreement or in the performance of either Township under this Agreement, such dispute or claim shall be brought in the Court of Common Pleas of Bucks County, Pennsylvania.
13. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania.

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Signature page and exhibit page to follow

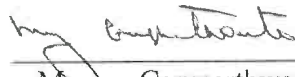
INTERMUNICIPAL POLICE SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto, being authorized to do so, set their hand and seals below, as of the date written.

ATTEST:

BEDMINSTER TOWNSHIP


Richard Schilling, Township Manager
Date: 11/8/2023

By: 
Morgan Cowperthwaite,
Chairperson, Board of Supervisors
Date: 11/8/2023

ATTEST:

HILLTOWN TOWNSHIP

Lorraine E. Leslie, Township Manager
Date: _____

By: _____
James Groff,
Chairperson, Board of Supervisors
Date: _____

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IN WITNESS WHEREOF, the parties hereto, being authorized to do so, set their hand and seals below, as of the date written.

ATTEST:

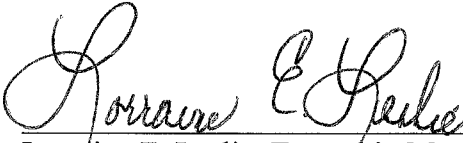
BEDMINSTER TOWNSHIP

Richard Schilling, Township Manager
Date: _____

By: _____
Morgan Cowperthwaite,
Chairperson, Board of Supervisors
Date: _____

ATTEST:

HILLTOWN TOWNSHIP



Lorraine E. Leslie, Township Manager
Date: 11-27-23

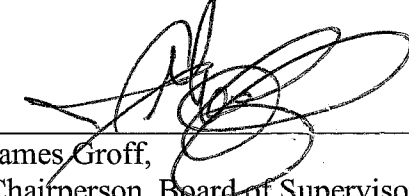

By: _____
James Groff,
Chairperson, Board of Supervisors
Date: 11-27-23

EXHIBIT “A”
“Task Force Area Map”

 = Area of Task Force Jurisdiction

