

CHADDS FORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2018 – 157

AN ORDINANCE OF CHADDS FORD TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA PURSUANT TO SECTION 2305 OF TITLE 53 OF PENNSYLVANIA CONSOLIDATED STATUTES AND SECTION 8953 OF TITLE 42 OF PENNSYLVANIA CONSOLIDATED STATUTES AUTHORIZING CHADDS FORD TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH BETHEL TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA VIA WHICH BETHEL TOWNSHIP POLICE DEPARTMENT SHALL, UPON REQUEST, PROVIDE POLICE SERVICES FOR EVENTS IN CHADDS FORD TOWNSHIP.

WHEREAS, Title 53, “Municipalities Generally,” PA.C.S. §2301 *et seq.* authorizes the Parties to cooperate in the exercise of government functions, powers, or responsibilities and to memorialize such cooperation in a joint agreement; and

WHEREAS, Title 42, “Judiciary and Judicial Procedure,” PA.C.S. §8953 *et seq.* authorizes local municipalities to enter into cooperative police service agreements with other municipalities for purposes including, but not limited to, describing conditions of mutual aid, assigning liability and determining appropriate costs of cooperative efforts; and

WHEREAS, Chadds Ford Township, Delaware County does not maintain and operate a municipal police department and accordingly the Pennsylvania State Police, Troop K provide primary police services to Chadds Ford Township, Delaware County; and

WHEREAS, at times, the Pennsylvania State Police, Troop K is unavailable to provide police personnel to staff all events in Chadds Ford Township; and

WHEREAS, Bethel Township maintains and operates a part-time police department and Bethel Township’s Police Department has police personnel available to staff such events in Chadds Ford Township.

NOW, THEREFORE, be it ORDAINED as follows:

1. **Authorization for Bethel Township Police Department to Provide Special Detail Police Services in Chadds Ford Township.** Pursuant to 53 Pa. C.S. §2305 and 42 Pa. C.S. §8953, the Chadds Ford Township Supervisors hereby authorize the Bethel Township Police Department to provide, as requested, police detail in Chadds Ford Township.

2. **Authorization for Payment.** Chadds Ford Township is hereby authorized to make payment to Bethel Township for such police details at a rate as may be established by the Bethel Township Board of Supervisors from time to time.


3. **Inter-Municipal Agreement.** Chadds Ford Township Board of Supervisors hereby authorize the Board Chairman and/or Township Manager to an execute Inter-Municipal Agreement, as approved by the Township Solicitor, to establish terms governing provision of police details described above.

4. **Severability.** If any provision or part of this Ordinance is held invalid, the remaining provisions or parts of this Ordinance shall not be affected thereby. If the application of this Ordinance or any of its provisions or parts to any persons, property or circumstances is held invalid, the application of this Ordinance to other persons, property or circumstances shall not be affected thereby.

5. **Repealer.** All ordinances, resolutions or parts of ordinances or resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency.

10th **ENACTED and ORDAINED** by the Chadds Ford Township Board of Supervisors this *9th* day of October 2018.

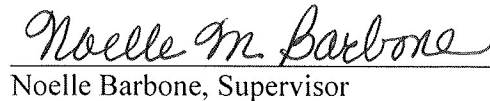
Chadds Ford Township Board of Supervisors



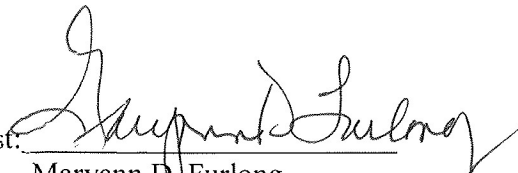
Frank G. Murphy, Chairman



Samantha Reiner, Vice Chair



Noelle Barbone, Supervisor

Attest: 
Maryann D. Furlong
Township Secretary

**INTER-MUNICIPAL SERVICE AGREEMENT BETWEEN CHADDS FORD
TOWNSHIP, BETHEL TOWNSHIP**

This Inter-Municipal Service Agreement (the "Agreement"), is made this 10th day of October, 2018 by and between Bethel Township ("Bethel"), 1092 Bethel Road, Garnet Valley, 19060 and Chadds Ford Township ("Chadds Ford"), 10 Ring Road, Chadds Ford, Pennsylvania, 19317.

BACKGROUND

WHEREAS, Bethel, a Pennsylvania Second Class Township, operates and maintains a Police Department staffed by part-time police officers who are certified by the municipal police officers education and training commission within Bethel ("Bethel Police Department"); and

WHEREAS, Chadds Ford is a Pennsylvania Second Class Township located within close proximity to Bethel; and

WHEREAS, Chadds Ford does not maintain and operate a municipal police department but rather receives primary police services from the Pennsylvania State Police, Troop K; and

WHEREAS, Chadds Ford Township incurs events from time to time which require the assistance of police personnel; and

WHEREAS, at times the Pennsylvania State Police, Troop K is unavailable to provide police personnel to staff all such events in Chadds Ford Township; and

WHEREAS, Section 8953(a)(3) of the Pennsylvania Municipal Police Jurisdiction Act (42 Pa C.S. §8953(a)(3)) provides that a municipal police officer shall have the power and authority to enforce the laws of this Commonwealth beyond the territorial limits of the officer's primary jurisdiction when the officer has been requested to aid or assist any State enforcement officer; and

WHEREAS, Chadds Ford requested and Bethel agreed to provide Bethel Police Officers to staff certain details as described above; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Law permits two or more local governments in the Commonwealth to enter into agreements to jointly cooperate in the exercise or performance of governmental functions, powers and responsibilities (53 Pa. C.S. §2303); and

WHEREAS, the parties hereto seek to enter into an Inter-Municipal Service Agreement ("Agreement") to allow Bethel to provide police special event detail services in Chadds Ford Township, subject to any and all necessary approvals from the appropriate governmental entities; and

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. Scope of Services

1. Subject to the terms hereof and to the receipt of all duly enacted and adopted motions, resolutions and/or ordinances Bethel and Chadds Ford, Bethel shall provide police personnel to staff details in Chadds Ford Township, when requested and when Bethel Township determines that it has such police availability. In the event that there is a police emergency response required during a Chadds Ford event at which Bethel Township Police are working, the primary emergency police response shall be provided by the Pennsylvania State Police, Troop K.

II. Charges, Payments and Changes in Rates

2. Bethel shall charge Chadds Ford the hourly Police Detail Rate established under Bethel Township Resolution 2012-10 for the Bethel Police Department's special event detail services. Invoices for Bethel Township Police detail shall be submitted to Chadds Ford within thirty (30) days of the detail and payment from Chadds Ford thereunder shall be remitted to Bethel within thirty (30) days of receipt of the same. Bethel Township reserves the right to revise the Police Detail Rate via resolution from time to time. In the event of any such revision, Bethel Township shall provide notice of same to Chadds Ford Township before performing any additional police details.

III. Term

3. Subject to the terms hereof, this Agreement shall become effective upon its execution and delivery by all parties hereto. This Agreement shall remain in effect so long as Chadds Ford utilizes Bethel Township Police Department personnel to staff details in Chadds Ford. Either party shall have the right to terminate this Agreement by providing the other party sixty (60) days written notice of the termination.

IV. INDEMNIFICATION

4. Chadds Ford shall release, indemnify, protect and save harmless Bethel, its elected and appointed officials and professionals, agents and employees, successors and assigns from all costs and expenses, including attorneys and other professional fees, resulting by reason of any and all loss of life or property or injury or damage to the person or property of any person, association, or corporation, including the parties hereto and their directors, elected and appointed officials and professionals agents, and employees, successors and assigns and from and against any and all claims, demands or actions for such loss, injury or damage related to Bethel's special event details, unless such injury and/or damage is solely due to the gross negligence and/or intentional act(s) of Bethel, its elected and appointed officials and professionals, employees or agents.

5. Bethel shall release, indemnify, protect and save harmless Chadds Ford its elected and appointed officials and professionals, agents and employees, successors and assigns from all costs and expenses, including attorney and other professional fees, resulting by reason of any and all loss of life or property or injury or damage to the person, including death or property of any person, association, or corporation, including the parties hereto and their directors, elected and appointed officials and professionals agents, and employees, successors and assigns and from and against any and all claims, demands or actions for loss, injury or damage related to the special event details, unless such injury and/or damage is solely due to the gross negligence and/or intentional act(s) of Chadds Ford, its directors, elected or appointed officials, employees, servants or agents.

V. MISCELLANEOUS

6. Background. The Background recitals referenced at the beginning of this Agreement are incorporated in this Agreement by reference as if fully set forth at length.

7. Assignment. This Agreement shall not be assignable by any party to this Agreement except upon the written consent of all parties hereto, which consent shall not be unreasonably withheld.

8. Modification. This Agreement may be modified, amended or supplemented only by the written agreement of all the parties hereto.

9. Mutual Cooperation. Bethel and Chadds Ford agree to execute all documents and to take all action necessary to effectuate the terms and conditions of this Agreement.

10. 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.

11. Entire Agreement. This Agreement represents the entire agreement of the parties hereto and there are no collateral or oral agreements or understandings. This Agreement may be amended or modified only in writing signed by Bethel and Chadds Ford.

12. 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.

13. Notices. All notices, payments and communications required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid and by email communication or delivered by hand delivery with receipt obtained, to the addresses below or at other such addresses as Bethel or Chadds Ford may designate in writing from time to time:

Bethel Township
Attention: Township Manager

1092 Bethel Road
Garnet Valley, PA 19060

Chadds Ford Township
Attention: Township Manager
10 Ring Road
Chadds Ford, PA 19317

14. 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 party shall indicate the date that the counterpart was approved and signed.


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

BETHEL TOWNSHIP

By: 
Mark Koehler
Chairman, Board of Supervisors

Attest/
Witness: _____

CHADDS FORD TOWNSHIP

By: 
Frank G. Murphy
Chairman, Board of Supervisors

Attest/
Witness: 