

LIBERTY TOWNSHIP
ADAMS COUNTY, PENNSYLVANIA
RESOLUTION NO.: 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LIBERTY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA,
REGARDING AN INTERGOVERNMENTAL POLICE SERVICE AGREEMENT BETWEEN FREEDOM TOWNSHIP AND
LIBERTY TOWNSHIP, ADAMS COUNTY

WHEREAS, the Liberty Township Board of Supervisors supports intergovernmental cooperation with neighboring Adams County municipalities in all areas of joint cooperation and services, and;

WHEREAS, Liberty Township has a Police Department, and;

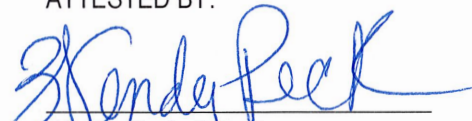
WHEREAS, Second Class Township Code ARTICLE XIX, Section 1904 states that any township may contract with any municipal corporation to provide police services within the other municipal corporation. When a contract is made, the township police have all the powers and authority conferred by law on police in the municipal corporation which has contracted to secure police service.

WHEREAS, Liberty Township has approached Freedom Township to offer Police services in exchange for payment;

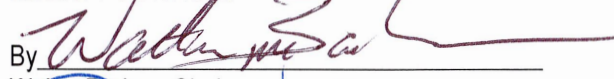
WHEREAS, the Board of Supervisors of Liberty Township and the Board of Supervisors of Freedom Township shall enter into an Intergovernmental Service Agreement as outlined in the attached agreement dated this same day and;

NOW, THEREFORE, be it resolved that the Board of Supervisors of Liberty Township does hereby adopt this resolution this 7th day of September 2021 at regular meeting which was duly convened in accordance with the law.

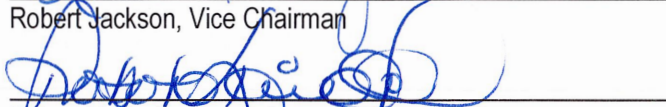
ATTESTED BY:

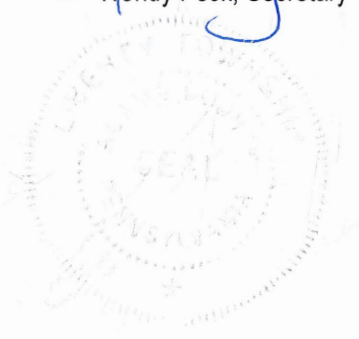

Wendy Peck, Secretary

BOARD OF SUPERVISORS
LIBERTY TOWNSHIP

By 
Walter Barlow, Chairman


Robert Jackson, Vice Chairman


Robert Keilholtz, Supervisor



JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

25 Hours Monthly Patrol

Made this 7th day of September 2021, by and between **Liberty Township**, a Pennsylvania Township of the second class, with an office at 39 Topper Road, Fairfield (Adams County), Pennsylvania, 17320, hereinafter "Liberty"

AND

Freedom Township, a Pennsylvania Township of the second class, with an office at 2184 Pumping Station Road, Fairfield (Adams County), Pennsylvania, hereinafter "Freedom".

RECITALS

1. Liberty maintains a police force; which force is available to provide law enforcement services to Freedom.
2. Freedom does not have a police force, but is desirous of obtaining law enforcement services from the Liberty police force on a part time basis.
3. The parties desire to enter a written contract for the provision of part time law enforcement services by Liberty to Freedom, on the terms and conditions stated herein.

NOW THEREFORE, WITNESSETH, that in exchange for the mutual promises made herein, and for other good and valuable consideration, and pursuant to the Pennsylvania Intergovernmental Cooperation Act (53 Pa.C.S. §2301, et seq.), the parties hereto agree as follows:

SECTION ONE INCORPORATION OF RECITALS

The Recitals stated above are incorporated in this Agreement as if repeated in full in this Section.

SECTION TWO GENERAL PURPOSE

The purpose of this Agreement is to provide the understanding between Liberty and Freedom for the provision by Liberty to Freedom of law enforcement services in Freedom Township. Those services shall include:

- 2.01. Active police patrols throughout the Township.

- 2.02. Active traffic enforcement, including setting up speed zones throughout the Township.
- 2.03. Quick response to emergency incidents throughout the Township.
- 2.04. Such other law enforcement activities as are referenced in this Agreement or as are agreed upon by the parties and the Chief of Police of Liberty.

SECTION THREE HOURS

3.01. Patrol and Other Services. The Liberty Township Police Department shall provide twenty-five (25) hours per month of police patrol and other services (see Section Two above) to the citizens of Freedom Township (Sunday to Saturday coverage).

3.02. Adjustment of Time Due to Overages During a Prior Period. Whenever court time, emergency, exceed the twenty-five hours contracted during any service period (“overages”), the regularly scheduled hours will be decreased proportionately during following periods of service, or the overage made be paid by Freedom Twp. Should this Agreement be terminated prior to the exhaustion of decreased services due to prior overages, then Freedom shall monetarily compensate Liberty at the agreed upon hourly rates for those overages.

3.03. Increased Hours at Freedom’s Request. Freedom Township will have the right to request an increase in the contracted hours at anytime during the term of this Agreement. The parties shall agree upon the amount to be charged for such increase in services prior to the increased services being provided by Liberty. At least one (1) month’s written notice from Freedom’s Board of Supervisors should be provided.

3.04. Renegotiation Due to Imposition of a Fee for Patrol Services by the State of Pennsylvania. Liberty Township and Freedom Township will have the right to request a renegotiation of this Agreement if the State of Pennsylvania passes the Pennsylvania State Police Municipal Police Support Services Act or a similar Law requiring the imposition of a fee on municipalities for patrol services provided by the Pennsylvania State Police. The renegotiation will only occur if it is determined that Freedom Township and / or Liberty Township is required to increase their patrol hours or face imposition of fees by the State of Pennsylvania for the services of the Pennsylvania State Police.

**SECTION FOUR
PATROL COVERAGE**

4.01. Police patrols in Freedom will include coverage during day and evening hours, any day of the week, including weekends.

4.02. Patrol schedules will be set by the Liberty Township Police Chief.

4.03. Patrol schedules in Freedom may be staggered or otherwise modified to address specific problems within Freedom Township. Freedom's Board of Supervisors shall inform the Police Chief of any specific problems that the Freedom Board believes might be rectified by a patrol schedule adjustment.

4.04. Patrols in Freedom will consist of a marked or unmarked police vehicle and one uniformed officer.

**SECTION FIVE
CRIMINAL INVESTIGATIONS**

5.01. Follow Up Investigations. The Liberty Township Police Department will provide to Freedom follow-up investigations of calls or responses, by a designated officer.

5.02. Protracted Investigations. In cases where incidents require an in-depth investigation, the Chief will notify the Freedom Township Board of Supervisors to determine whether the investigation should continue or if it should be turned over to the Pennsylvania State Police.

5.03. Overages. The time involved with follow up investigations will be deducted from the monthly patrol hours or paid out (in the same fashion as adjustments above). *See*, § 3.02, above.

**SECTION SIX
TERM OF AGREEMENT; TERMINATION**

6.01. Initial Term. The initial term of this Agreement shall be for one (1) year, unless sooner terminated as provided herein, beginning January 1, 2022 and ending December 31, 2022.

6.02. Additional Year Terms. The parties may renew this Agreement for a one year term if notice of intent to renew has been provided by each party to the other on or before September 1st of the current term then in effect. The compensation to be paid to Liberty for any renewal term shall be agreed upon by the parties prior to the rendering of any law enforcement activities by Liberty during the term of the renewal.

**SECTION SEVEN
PAYMENT FOR SERVICES**

7.01. Amount of Payments. The amount of the payments for law enforcement services pursuant to this Agreement for the year 2022 shall be Eighteen Thousand dollars (\$18,000), payable in quarterly installments of \$4,500.00.

7.02. Dates for Payments. Freedom shall pay Liberty for the services provided pursuant to this Agreement and any renewal thereof a quarterly payment, in advance, on or before January 1st, April 1st, July 1st, and October 1st of each year that the Agreement is in force. Except as provided in § 3.02, there will be no other financial obligations on the part of Freedom to Liberty for the services provided pursuant to this Agreement.

**SECTION EIGHT
EMPLOYEE COSTS; LIABILITY INSURANCE**

8.01. All employee coverages, benefits and insurances (such as unemployment compensation premiums, workers' compensation premiums, disability, liability, health and auto insurance) will be the sole responsibility of Liberty. The Liberty Township Police Office located at 39 Topper Road will be the base of operations utilized by any officer working within Freedom Township. All office supplies associated with this office will be the sole responsibility of Liberty Township. Liberty Township will be responsible for all costs associated with police vehicles used to perform this Agreement.

8.02. Liability Insurance. Liberty Township shall maintain appropriate liability insurance to protect Freedom Township against any liability in regard to acts or omissions of Liberty Township police officers while on duty in Freedom Township. Liberty Township agrees to indemnify and hold harmless Freedom Township for any acts or omissions of Liberty Township police officers while on duty in Freedom Township.

**SECTION NINE
ACTIVITY REPORTS; MONTHLY REPORTS**

9.01. Activity Reports. Reports of law enforcement activities provided to Freedom pursuant to this Agreement shall retained and controlled by the Liberty Township Police Department at 39 Topper Road, Fairfield, PA. The availability of those reports shall be in accord with the Right to Know law and other state and federal laws and regulations.

9.02. Monthly Reports. The Chief of Police or his designee will be present once a month at a Freedom Township Board of Supervisors meeting and will supply the said Board with a

detailed monthly report that describes the hours worked during the previous month and the types of police activity in the contracting municipality during that month.

**SECTION TEN
ADMINISTRATION AND SUPERVISION**

The administration of the Liberty Township Police Department will be the sole responsibility of the Chief of Police, and officials from Freedom will not interfere with the officers and their duties. The officials from Freedom agree that all discourse concerning the provision of law enforcement services will be through the Chief of Police and the Liberty Township Board of Supervisors.

**SECTION ELEVEN
DISPOSITION OF FINES**

All fine monies resulting from traffic enforcement and criminal activity within Freedom Township will be distributed to Freedom Township in accordance with law.

**SECTION TWELVE
POLICE IDENTIFICATION**

The police department will be identified only as the Liberty Township Police Department and will not be identified as an agency or department of Freedom.

**SECTION THIRTEEN
OFFICER CONDUCT, POLICIES AND TRAINING**

13.01. Conduct. At all times, when the Liberty Township Police Officer is working within Freedom Township, he or she will strive to be as professional as possible to the citizens of Freedom Township.

13.02. Policies. While enacting official duties in Freedom Township, the Liberty Township Officer will strictly adhere to all Liberty Township Police Policies and Procedures. A copy of these procedures will be available to the Supervisors of Freedom Township.

13.03. Training. It will be the responsibility of the Chief of Police of Liberty Township to make sure all police officers assigned to Freedom Township have completed all the required training courses of PA Act 120 and any other police training as deemed necessary by the state or the Chief.

**SECTION FOURTEEN
MISCELLANEOUS PROVISIONS**

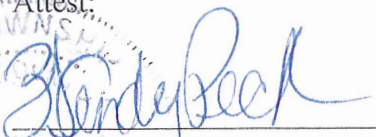
14.01. Severability. The provisions of this Agreement shall be severable. Should any section, subsection, sentence, or other portion of this Agreement be declared by a final order of any court with jurisdiction to be illegal or otherwise invalid, such a declaration shall not affect the remainder of this Agreement.

14.02. Binding Effect. This Agreement shall be binding on the parties hereto, and their successors.

14.03. Modification. The terms of this Agreement may be modified, but only by a writing signed by the authorized representatives of the parties hereto.

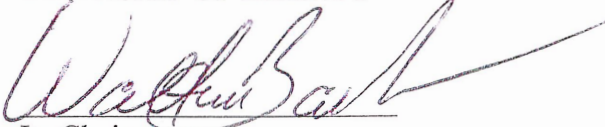
IN WITNESS WHEREOF, the parties, by their authorized officers, have executed this Agreement on the day and year first above written.

Attest:



Its Secretary
[seal]

TOWNSHIP OF LIBERTY



Its Chairman

Attest:

Its Secretary
[seal]

TOWNSHIP OF FREEDOM

Its