

**PLUMSTEAD TOWNSHIP
RESOLUTION #2025-__07**

**A RESOLUTION OF PLUMSTEAD TOWNSHIP, BUCKS COUNTY,
PENNSYLVANIA FORMALIZING THE APPROVAL OF THE
INTERMUNICIPAL POLICE SERVICES AGREEMENT
BETWEEN PLUMSTEAD TOWNSHIP AND PLUMSTEAD
TOWNSHIP CONCERNING APPLEBUTTER AND TOWNSHIP
LINE ROADS.**

WHEREAS, pursuant to the Second-Class Township Code, 53 P.S. §66507 and the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2303 *et seq.*, the Plumstead Township Board of Supervisors may enter into an intergovernmental agreement with the proper authorities of municipal corporations for mutual aid or assistance in police protection, by resolution;

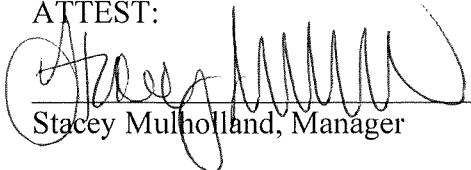
WHEREAS, both Plumstead Township and Bedminster Township desire to enter into the Intermunicipal Police Services Agreement attached hereto and incorporated herein as ***Exhibit "A"*** (***"Agreement"***) authorizing concurrent jurisdiction for the police departments of each Township to make summary arrests and on-view arrests and to provide mutual aid up to 500 feet within each Township on the shared, mutual borders along Applebutter and Township Line Roads; and

WHEREAS, the Second-Class Township Code authorizes the Board of Supervisors to pass resolutions as it deems necessary for the proper management, care and control of the Township and the maintenance of peace, good government, health and welfare of the Township and its citizens.

NOW THEREFORE, BE IT RESOLVED, that the Plumstead Township Board of Supervisors accepts the terms of the Agreement and authorizes Plumstead Township to enter into the Agreement.

SO RESOLVED, this 8th day of January, 2025 at a duly advertised public meeting.

ATTEST:

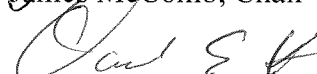


Stacey Mulholland, Manager


**PLUMSTEAD TOWNSHIP
BOARD OF SUPERVISORS**



James McComb, Chair



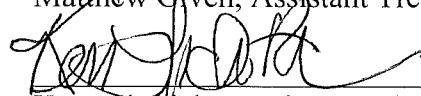
Daniel Hilferty, Vice-Chair



Gregory Bankos, Assistant Secretary



Matthew Given, Assistant Treasurer



Kenneth Lichtenstein, Member

INTERMUNICIPAL POLICE SERVICES AGREEMENT

This **INTERMUNICIPAL POLICE SERVICES AGREEMENT** ("*Agreement*") is effective as of the ____ of _____, 2024, 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 **PLUMSTEAD TOWNSHIP**, a Township of the Second Class located in Bucks County, Pennsylvania, with offices located at 5186 Stump Road, Pipersville, PA 18947 ("*Plumstead*") (collectively, the "*Townships*").

BACKGROUND

WHEREAS, pursuant to the terms, conditions, and provisions in this Agreement, Bedminster and Plumstead 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 Applebutter and Township Line Roads; and

WHEREAS, both Bedminster and Plumstead are within the jurisdiction of Magisterial District Court 07-3-03; 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 Plumstead 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 traffic violations and on-view criminal offenses along Applebutter and Township Line Roads 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 and 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 Applebutter and Township Line Roads in the 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 Applebutter/Township Line 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 Applebutter and Township Line Roads. Said corridor extending between the center line of Durham Road (State Route ("SR") 413) to the east and the center line of Dublin Pike (SR 313) to the west, including the several hundred feet of Old Dublin Pike along the Southwestern border between Bedminster and Plumstead, the 200 or so feet of Kellers Church Road that run along the border between Bedminster and Plumstead connecting the northeastern portion of Applebutter Road with its southwestern portion, and the 750 or so feet of Easton Road (SR 611) running between Applebutter and Township Line Roads. See Map of Approximate Task Force Area attached hereto for illustrative purposes as Exhibit "A".
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. 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.
7. 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.

8. 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.
9. 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.
10. 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

11. 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.
12. The duration of this Agreement shall be indefinite, subject to termination as provided in this Agreement.
13. 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

14. 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

15. 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.
16. 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.
17. Mutual Cooperation. Bedminster and Plumstead, 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.
18. 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.
19. Entire Agreement. This Agreement represents the entire agreement of the Townships, and there are no collateral or oral agreements or understandings.
20. Modification. This Agreement shall only be modified, amended, or supplemented by the written agreement of both the Townships.
21. 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.
22. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Pennsylvania.
23. 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 Plumstead in the first paragraph of this Agreement.

24. 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.
25. 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.
26. Execution. Each Township has executed this Agreement after this Agreement was approved by its respective governing body at a properly advertised public meeting.
27. No Superseding Standard of Care, Duty, or Conduct. Nothing in this Agreement nor 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
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.

BEDMINSTER TOWNSHIP

ATTEST:

Richard Schilling, Township Manager
Date: _____

By: _____
Glenn Wismer,
Chair, Board of Supervisors
Date: _____

PLUMSTEAD TOWNSHIP


ATTEST:

Stacey Mulholland, Township Manager
Date: _____

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

EXHIBIT “A”

“Approximate Task Force Area Map”

 = Area of Task Force Jurisdiction

Google Maps Bedminster Township

