

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
ESTABLISHING A REGIONAL POLICE DEPARTMENT**

**THIS AGREEMENT**, dated May 20, 2013, is entered into by and between the **BOROUGH OF DOYLESTOWN** and the **BOROUGH OF NEW BRITAIN**, Bucks County, Pennsylvania, Boroughs existing under the laws of the Commonwealth of Pennsylvania, hereinafter collectively referred to as "the parties" or the "Municipalities."

**W I T N E S S E T H:**

**WHEREAS**, the parties desire collectively to associate themselves together in and by virtue of this agreement to create a regional police department and a commission to operate and govern the department; and,

**WHEREAS**, the parties currently operate their own independent police departments; and,

**WHEREAS**, coordination and integration of the exercise and discharge of the police powers in the Municipalities party to this agreement can be improved and made more cost effective by the establishment of a regional police department; and,

**WHEREAS**, the parties have determined that the provision of police service across municipal boundaries will increase their ability to preserve and protect the public safety and welfare of all the residents of the entire area; and,

**WHEREAS**, it is the desire of the parties to enter into this agreement for the purpose of having available for use throughout the territorial limits of all participating Municipalities a regional police force under the terms and conditions hereinafter set forth; and,

**WHEREAS**, the parties enter into this agreement pursuant to Article 9, Section 5 of the Pennsylvania Constitution and the Act commonly known as the "Intergovernmental Cooperation Act," 53 Pa.C.S.A. § 2301, *et seq.*

**NOW, THEREFORE**, for and in consideration of the mutual promises hereinafter contained, the parties, intending to be legally bound, agree as follows:

**ARTICLE I  
FORMATION OF REGIONAL POLICE DEPARTMENT  
AND POLICE COMMISSION**

**Section A. Definitions**

1. "Nonparticipating Municipality" shall mean a municipality not a party to this agreement, but which purchases services pursuant to this agreement.

2. "Participant", "Participating Municipality", "Member", "Party", and "Municipality" shall mean a municipality now or hereafter a party to this agreement.

**Section B. Agreement to Cooperate.** Pursuant to 53 Pa.C.S.A. § 2301, *et seq.*, the parties agree to cooperate and associate themselves together for the purpose of creating a regional police system.

**Section C. Formation of Department.** The parties also agree to the formation of a regional police department to be known as the Doylestown-New Britain Regional Police Department ("Department").

**Section D. Formation of Commission.** The Department shall be under the direction and control of a joint board to be known as the Doylestown-New Britain Regional Police Commission ("Commission"), which shall consist and be comprised of representatives appointed by the Municipalities in accordance with Article III of this agreement.

**Section E. Start Date.** The Commission shall be formed and organized upon execution of this agreement. The Department shall begin operations at 12:00 a.m. on January 1, 2014 ("Start Date").

**ARTICLE II  
POLICE DISTRICT BOUNDARIES**

**Section A. Regional Police District.** All mutual municipal boundaries of the parties shall be eliminated for the purpose of police service so that a single police district comprising the total geographic area encompassed within the collective political boundaries of the Municipalities is established, hereafter to be known as the Regional Police District ("Police District"). The Police District may be expanded, or other districts may be created to encompass or include areas within other municipalities that become part of the Department and join or purchase services from the Commission. The Police District shall be the "primary jurisdiction," as that term is defined and used in law, of all officers in the Department.

**Section B. Authority to Provide Police Services.** Subject to the terms of this agreement and the limitation set forth in Section C., the Municipalities hereby transfer and delegate to the Commission their authority to provide police service in the Police District as of the Start Date of the Department.

**Section C. Retention of Police Powers.** Nothing contained in this agreement shall be interpreted or construed as restricting or prohibiting the Municipalities from enacting or enforcing ordinances or laws they are otherwise authorized to enact or enforce provided that such enactments or enforcement are not inconsistent with the undertakings agreed to herein.

**Section D. Statutory Jurisdiction and Authority.** Officers in the Department shall have full municipal police jurisdiction and authority. Nothing in this Article or any other provision of this agreement shall be construed as divesting officers employed by the Department of extra-territorial jurisdiction or authority conferred by law or agreement.

### **ARTICLE III REGIONAL POLICE COMMISSION**

**Section A. Commission.** The Commission shall have the responsibility and authority to govern, manage, operate, and administer the Department and provide police services in accordance with this agreement and applicable law. The Department and its officers and employees shall be under the direction, control and general supervision of the Commission.

**Section B. Representatives.** The Commission shall consist of, and shall act, conduct business, and carry out or exercise its delegated powers, duties, responsibilities, and authority through a joint board of representatives appointed by the Municipalities. Each party shall appoint two (2) representatives, who shall be chosen from among the members of Borough Council and/or the Mayor of the Municipality. If additional municipalities become part of the Department and join the Commission, then each such joining municipality shall have representation on the Commission as negotiated and designated by the Municipalities and not by the Commission.

**Section C. Rotating Representative.** In addition to the Representatives in Section B., a Rotating Representative, who must also be a Borough Council Member or Mayor, shall be appointed in alternate years by Doylestown Borough and New Britain Borough. The Rotating Representative shall participate as a full member of the Commission and have the full power and duties of a Commission member.

**Section D. Alternate Representatives.** In addition to the above Representatives, each member Municipality shall appoint one (1) Alternate Representative, who must also be a Borough Council Member or Mayor, who may attend meetings and participate as a Representative when so designated by the Representative and only during the representative's absence. An Alternate Representative may participate in place of the regular appointed Representative or the Rotating Representative.

**Section E. Terms and Appointments.** Representatives shall serve a term of two (2) years, with the exception of the Rotating Representative who shall serve a term of one (1) year. Initial appointments shall be made within thirty (30) days of the date of the execution of this agreement. Thereafter, appointments by the parties of their representatives shall be made during and become effective as of the first municipal meeting of each calendar year. After expiration of their terms, representatives shall continue to serve until a successor is appointed unless such representative has been removed for cause.

**Section F. Qualifications.** Each representative shall be either a Borough Council member or Mayor of the municipality by which the representative was appointed.

**Section G. Removal.** Each representative shall be subject to removal, after due notice, and after a hearing with an opportunity to be heard, by a majority vote of the governing body of the appointing municipality, in the following circumstances:

1. **Just Cause.** Any representative may be removed for just cause.
2. **Failure to Attend Meetings.** Any representative who fails to attend three (3) consecutive meetings or six (6) in any twelve month period without reasonable cause or excuse, may be removed.
3. **Elective Office.** Any representative who ceases to be an elected official of the appointing municipality shall immediately cease to be a representative and have no voting power.

The determination of the governing body of the appointing municipality shall be final. The right to a hearing and to be heard is not intended to and does not confer any property interest in the position and no appeal may be had from the determination of the governing body of the appointing municipality.

**Section H. Vacancies.** Each municipality shall appoint a successor to the unexpired term of any of its representatives in the event of a vacancy or resignation, within 30 days of the vacancy.

**Section I. Officers and Committees.** Officers of the Commission shall be a Chairman, Vice-Chairman, Secretary, Treasurer and such other officers as the Commission may deem necessary. The Commission may establish or organize itself into such committees as it sees fit to carry out its duties. The position of Chairman shall rotate in alternate years between a representative of the two municipalities, with the position of Chairman held by the municipality not holding the rotating seat. No member of the Commission shall occupy more than one such office at a time, though a Commission member may serve on and serve as chairperson of any number of committees.

**Section J. Rules.** The Commission shall adopt or promulgate written rules and policies to govern its operation, establish procedures for the conduct of its meetings, and prescribe the duties of its members and officers, which written rules and policies shall be submitted to Municipalities for their approval.

**Section K. Compensation.** Commission members shall serve without compensation.

#### **ARTICLE IV MEETINGS**

**Section A. Regular Meetings.** The Commission shall meet at least monthly for the purpose of conducting the business of the Commission and may meet at such other times as it deems necessary. Meetings shall be scheduled and conducted in compliance with the "Sunshine Act," 65 P.S. §271, *et seq.*, as amended from time to time. The first meeting of each year shall be the annual reorganization meeting for the purpose of electing officers for a one (1) year term and conducting annual reorganization business. The Commission shall designate a regular meeting place and time appropriate to the convenience of attendance by members of the public. All meetings of the Commission shall occur within the Police District.

**Section B. Special Meetings.** Special or rescheduled regular meetings may be called by the chairman and shall be called at the written request of any three (3) or more members of the Commission. The call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time, and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given at least three (3) days prior to the day named for the meeting to each member of the Commission who does not waive such notice in writing.

**Section C. Quorum. Voting.** Each Commission member shall have one (1) vote. A majority of the members of the Commission shall be necessary to

constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall be the action of the Commission. Voting on all questions shall be taken by a show of hands or voice vote, provided, however, that the chairman may, or at the request of any member shall, cause a vote to be taken by roll call.

**Section D. Minutes.** The Commission shall maintain accurate records and minutes of all regular and special meetings. Once approved, such minutes shall, at reasonable times, be open for inspection by any citizen of the participating Municipalities.

## **ARTICLE V COST ASSESSMENT**

**Section A. Funding.** The Department and Commission shall be funded primarily through annual assessed contributions from its Participants, initial assessments to new members, and supplemental funding as may be available from time to time from local, state, federal and other sources.

**Section B. Apportionment Formula.** Annual assessed contributions for participants shall be determined by the Commission based on the total net cost for providing police services pursuant to the apportionment formula set forth in this Section B.

1. **Cost Sharing.** All costs for the provision of police service hereunder, without limitation, and including as well the operating costs of the Commission, shall be apportioned to each municipality as follows:

a. **Building Costs.** If the Municipalities enter into a lease or a lease-purchase agreement, or acquire and improve real estate for the central headquarters of the Department, then the building costs, as that term is hereafter defined, shall be apportioned equally (one-half (½) each) between the parties. (See Article VI, Section A5.)

b. **Operational Costs.** Operational costs, as that term is hereafter defined shall be apportioned using a weighted formula based on population, crimes, calls for service (three-year average of reported police incidents), and road miles. The apportionments shall be determined on an annual basis. Each Municipality's share shall equal the average of that Municipality's percentage share of the Police District's total -- population, calls for service (three-year average of reported police Incidents), crimes, and road miles.

## **2. Definitions.**

**a. Building Costs.** The term "building costs" as used in the formula, shall mean and include only:

(1) the original costs incurred by the Municipalities in the acquisition of real estate for and/or the construction or renovation of the initial central headquarters of the Department; and,

(2) if the Municipalities enter into a lease-purchase agreement for the headquarters, then all rental and purchase payments under the agreement.

The term does not include payments made under a lease that does not constitute a lease-purchase agreement and shall not include maintenance, utility, and insurance costs. These costs constitute "operational" costs as that term is defined below.

**b. Crimes.** The term "crimes" as used in the formula shall mean crimes included in the Pennsylvania Uniform Crime Reporting Program, as established by the Uniform Criminal Statistics Act of 1970 (71 P.S. 307.8 and 307.9).

### **c. Incidents.**

(1) The term "incident," as used in the formula, shall mean a matter of service that results in at least two (2) of the following:

- (a) a police response;
- (b) a written report;
- (c) the assignment of a case number.

The chief shall have the responsibility to track and tally incidents occurring in each municipality and shall report the number of incidents on a monthly, quarterly, and yearly basis.

This definition shall be used unless and until modified in accordance with subparagraph (2) below.

(2) **Review and Modification.** The definition of "incident" shall be reviewed at the written request of any municipality. If modification is requested, the notice shall include a statement of the desired amendment. When

modification is requested, the parties shall meet with the Commission and Chief in an attempt to negotiate an amended definition. If the parties cannot unanimously agree on a revised definition, the definition will be determined by the Pennsylvania Department of Community and Economic Development, Center for Local Government Services ("DCED"). It is the intent of the Municipalities that any revised or modified definition will fairly reflect the amount of police activity necessary in each municipality to adequately provide the police services required by this agreement.

**(3) Application.** For the purpose of applying the "incident" component of the formula, the number of incidents and the percentages derived therefrom shall be calculated by averaging the number of incidents in each municipality for the three (3) years immediately preceding the year in which the formula will be used to apportion costs. In the first year, the number of incidents shall be the number of incidents listed in the feasibility report previously prepared for the Municipalities by DCED. Thereafter, a running average will be used until a three (3) year history is available

**d. Operational Costs.** The term "operational costs," as used in the formula, means all costs of operating the Commission and Department that are not "building costs" as that term is defined above.

**e. Population.** The term "population," as used in the formula, shall mean the total population for each municipality as determined by the most recent decennial census figures published by the U.S. Census Bureau. Provided, however, that if between census cycles Bucks County or the Bucks County Planning Commission publishes an official population estimate, the most recent estimate shall be used in applying the formula.

**f. Road Miles.** The term "road miles" as used in the formula shall mean roadway mileage included in the Municipality's Annual Commonwealth of Pennsylvania Liquid Fuels Road Inventory and, in addition, any road mileage owned and maintained by the Commonwealth of Pennsylvania.

**Section C. New Member Admission Fee.** Any new member joining the Commission and Department shall be required to pay to the existing municipalities a non-refundable admission fee in an amount determined by the existing Municipalities. The existing Municipalities may agree that a portion of the admission fee shall be paid into the Commission to accommodate any necessary expansion of department facilities and equipment. Said fee must be paid by a new member before its membership becomes effective.



## **ARTICLE VI FINANCES**

**Section A. Budget.** The budget for each fiscal year shall be prepared, submitted, approved, and adopted in accordance with the provisions of this Section.

**1. Budget Submission.** Each year, the Commission shall prepare and approve, by a majority vote, a proposed annual budget. The budget shall be submitted to the Municipalities for consideration and approval no later than September 1 of the year immediately preceding the fiscal year for which the budget is proposed.

**2. Municipal Approvals.** By October 1, each municipality shall provide written notice to the Commission and all other parties of its approval or disapproval of the proposed budget. Notice of disapproval shall state with particularity the reasons for disapproval and identify the line items and other portions of the budget with which the municipality disagrees. A municipality that fails to give written notice of approval or disapproval by October 1 shall be deemed to have approved the proposed budget.

**3. Adoption.** After notices are given or approvals are deemed, the adoption process shall be as follows:

**a. Approval by All Municipalities.** If all Municipalities approve the proposed budget, then the Commission shall adopt the budget as submitted and approved.

**b. No Majority Municipal Approval.** If a majority of municipalities do not approve the proposed budget, then the Commission shall submit a revised budget by November 1. At or before its first municipal meeting in December, each municipality shall send written notice to the Commission and all other parties of its approval or disapproval of the revised budget. If a majority of municipalities approve the budget, then the budget shall be adopted in accordance with the provisions of paragraph 3.a. hereunder. If a majority of municipalities do not approve the revised budget, the parties and Commission shall meet to negotiate a budget. If approvals are not received and agreement is not reached by December 31, the budget shall be deemed to be an amount equal to the prior year's budget plus increases required by the police bargaining unit agreement for the year in which the budget will be implemented.

**4. Adoption Deadline.** In all cases, the Commission shall adopt the budget no later than December 31 of the year immediately preceding the fiscal year in which the budget will be implemented.

**5. Building Costs.** "Building costs," as that term is defined and used in Articles V and X, shall not be paid from the budget. Each municipality shall be individually responsible for its own one-half (½) share of the "building costs" and shall make its payments relating to building costs directly to the person or entity to whom the payments are owed. If for auditing, accounting, or other official purposes, "building costs" are required to be shown in the Commission's budget and reports, the building costs shall be listed in a separate category and, if necessary, a note stating that the costs are paid by the Municipalities shall be added.

**Section B. Payments to Commission.** Each municipality shall pay to the Commission one-twelfth of the Municipality's proportionate share of the annual budget appropriations, monthly, on the first day of each month. A penalty fee of 1.50% per month (18% annually) shall be imposed upon the monthly payment of any municipality whose payment is not received by the Commission by the tenth (10<sup>th</sup>) day of the month. The penalty will be applied monthly until the Municipality's payment share is current. To the extent that Commission expenses during any period may exceed its monthly receipts, the Commission may petition the Municipalities for an advance against its annual budget appropriation, which advance the Municipalities may or may not approve.

**Section C. Fiscal Year.** The fiscal year of the Department shall be January 1 to December 31.

**Section D. Bank Deposits.** All monies of the Commission or Department, from whatever source derived, shall be paid to the Treasurer of the Commission. Said monies shall be deposited by the Treasurer in a separate account in a bank located in the Police District. All Commission accounts must be insured to the full extent of funds in the account. Monies shall be invested in accordance with Commission Policy, pending disbursement for services. The monies in said account shall be paid out on the warrant or other order of the Treasurer, or of such other person as the Commission may authorize to execute such warrants or orders. The Treasurer shall give bond in such sum as approved by the commission, and the premiums shall be paid by the Commission. All Commission payments shall be countersigned by two signatories

**Section E. Annual Report, Audit.** By March 15 of each year, the Commission shall file an annual written report with the Municipalities covering its operations and the police work of the Department. At minimum, the report shall summarize the activities of the Department, note any crime trends set forth by municipality and in total, the number and types of incidents and any trends related thereto, make recommendations for improving police service, and propose capital improvements, expenditures, and manpower allocations for subsequent

years. The Commission shall have its books, accounts, and records audited annually by a Certified Public Accountant. A copy of the audit report shall be attached to and be made a part of the annual report. A concise financial statement shall be publicized annually, at least once, in a newspaper of general circulation in the participating Municipalities. If the Commission fails to make such an audit, then the auditors or accountants designated by any one or all of the participating Municipalities shall be authorized from time to time to examine the books of the Commission and Department, including their receipts, disbursements, sinking funds, investments, and any other matters relating to their financing and affairs. The Municipalities and/or the Attorney General of the Commonwealth of Pennsylvania shall have the absolute right to examine the financial books, accounts, and records of the Commission.

**Section F. Monthly and Quarterly Reports.** The Commission shall submit monthly reports to the Municipalities. The form and content of the reports shall be developed by the Commission. At minimum, the reports shall summarize the activities of the Department and list, by municipality, the number of incidents (as defined in Article V, Section B) occurring in each municipality during the month. The Commission shall also submit to the Municipalities quarterly budget reports and financial summaries.

## **ARTICLE VII JURISDICTION AND POWER**

**Section A. Responsibility, Jurisdiction, and Authority.** The Commission shall have the responsibility, jurisdiction, and authority to supervise and direct all police activities of the Department and shall provide police services as required in the Police District. The services shall include, without limitation, investigation of all crimes and complaints, enforcement of laws and ordinances, and all other law enforcement services that are normally provided by a municipal police agency or are necessary to preserve the peace.

**Section B. Supervision.** The Department's sworn police officers and civilian personnel shall be under the direct supervision of a regional police chief who shall be the Department's highest ranking officer. The chief shall report and be responsible to the Commission.

**Section C. Personnel Policies.** All appointments, removals, promotions, and suspensions shall be made by the Commission pursuant to uniform policies established by the Commission and consistent with governing law. The Commission shall make uniform policies on wages, hours, conditions and terms of employment, and other matters relating to effective police service, consistent with the laws of the Commonwealth of Pennsylvania. The Commission shall adopt a

written personnel policy covering all the Sections of this Article and make same available for distribution to the parties of this agreement.

**Section D. Powers.** The Commission shall have the responsibility for and jurisdiction to perform all actions customary and appropriate to provide police services to the Municipalities and Police District in accordance with this agreement and applicable law. In order to carry out these responsibilities, the Municipalities, subject to the terms of this agreement, grant and delegate to the Commission the functions, powers, and responsibilities they have with respect to the operation, management, and administration of a municipal police department, as well as the express authority to:

1. lease, sell, or purchase personal property or lease real property;
2. enter into contracts for purchase of goods and services, and collective bargaining agreements;
3. hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees, including the Chief of the Department.
4. serve as a hearing body;
5. establish and maintain bank accounts and other financial accounts;
6. establish, enter into contracts for, and fund policies of group insurance and employee benefit programs, including social security and pension funds;
7. obtain legal, accounting, and other professional services;
8. bargain with police officers; and,
9. swear in officers and cause oaths of office to be administered.

In addition, the Commission shall have the authority necessarily implied and incidental to carrying out its purposes in providing police services and protection to the Police District.

**Section E. Codes and Laws.**

1. **Intergovernmental Cooperation Act.** The Commission shall be bound by the provisions of the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301, *et seq.*, and the terms of this agreement, which is entered into under authority of the Act.

2. **Borough Code.** The Commission shall be bound by the applicable provisions of the Borough Code.

3. **Pennsylvania Heart and Lung Act.** The Commission shall be bound, as applicable, by the provisions of the Pennsylvania Heart and Lung Act, 53 P.S. 637.

4. **Records, Documents, and Meetings.** The Commission shall be bound by the general laws relating to public records, documents, meetings, and hearings that are applicable to the Municipalities, including the Sunshine Act, 65 P.S. § 271, *et seq.*, the Pennsylvania Right-to-Know Act, 65 P.S. § 66.1, *et seq.*, and the Local Agency Law, 2 Pa. C.S.A. § 101, *et seq.*

## **ARTICLE VIII PENSIONS**

**Section A. Pension Fund.** The Commission shall establish a pension plan for its officers through a transfer and merger of the Municipalities' existing pension plans into a new regional pension plan. The transfer shall include all assets, liabilities, and existing plan participants, including retirees. The Commission shall administer, manage, fund, and maintain the regional pension plan in accordance with applicable law.

The timing, method, and procedure for the merger and creation of the regional pension system shall be accomplished in accordance with a plan developed by the actuary consultant and other pension experts hired by the Commission and under applicable law. The Municipalities agree to cooperate with each other and the Commission in the creation of the regional pension plan and to execute any documents and adopt any ordinances that may be necessary to create the new plan and achieve the purpose and intent of this Article.

Upon creation of the new regional pension plan and transfer of assets and liabilities, the Commission shall assume full responsibility for the accrued pension liability attributable to its police officers who, as of December 31, 2013, had been police officers employed by one of the Municipalities. The Commission shall indemnify and hold harmless the Municipalities from any and all claims made against them by any police officer, their heirs, executors, and administrators based on said accrued pension liability.

**Section B. Dissolution.** In the event of a dissolution, pension assets shall, to the extent permitted by applicable law, be distributed as follows:

1. **Accrued Liability.** A municipality hiring officers who, at the time of dissolution, were members of the Department and participants in the

regional pension plan, shall assume full responsibility for the accrued pension liability attributable to such officers. The Commission shall turn over to that municipality from the regional pension plan a sum actuarially sufficient to fund the accrued liability assumed by the municipality. The amount tendered shall be used to fund the assumed pension liability of officers hired and for no other purpose. Upon the assumption of accrued pension liability, the municipality receiving funds shall indemnify and hold harmless the Commission from any and all claims made against them by any such police officer, their heirs, executors, and administrators based on said accrued pension liability.

**2. Unencumbered Funds.** The Commission shall distribute remaining unencumbered assets of the regional pension fund, or any portion thereof which the Commission is permitted by law to transfer, to the Municipalities in the same proportion that the Municipalities contributed assets to the regional pension plan at the time it was created. Provided, however, that before such distribution may be made, each municipality hiring former regional police officers and plan participants shall first receive a sum sufficient to fund the accrued liability it has assumed for such officers. This distribution of pension funds under this subparagraph shall be determined solely by the actuarial consultant for the regional pension plan at the time of dissolution, though subject to the review and acceptance of each municipality.

## **ARTICLE IX CONTRIBUTION OF PROPERTY AND EQUIPMENT**

All police equipment, materials, and supplies of the parties' existing municipal police departments, including, but not limited to, vehicles, weapons, computers, communications equipment, furniture, and other personal property (hereinafter "property"), which are useful to the regional operation, shall be inventoried and offered to the Commission. Each municipality shall submit its inventory list to the Commission. The Commission shall decide which property it desires to utilize and said items shall be transferred by the Municipalities to the commission for use by the Department. Items transferred shall become the property of the Commission and shall be conveyed "as is."

## **ARTICLE X POLICE HEADQUARTERS AND REAL ESTATE**

**Section A. Location.** The regional police headquarters ("Headquarters") shall be located within the Police District as determined by the Municipalities.

**Section B. Agreement to Provide Headquarters.** The parties shall lease, purchase, construct, or renovate a suitable Headquarters for the Commission and Department. The cost, type of interest acquired, and nature and language of

agreements entered into with third parties shall be determined by unanimous agreement of all Municipalities. The Municipalities are considering renovating a portion of Doylestown Borough Hall to house the Commission and Department. Should that occur, Doylestown Borough would lease the renovated space to the Commission. With respect to the type of interest acquired, the following shall apply:

**1. Purchase of Real Estate.** If the Municipalities purchase real estate and construct or renovate the Headquarters, then:

**a. Ownership.** The Municipalities shall each own an undivided one-half ( $\frac{1}{2}$ ) interest in the real estate. The parties hereby waive any right or remedy they have as co-tenants to partition or divide the property, seek equitable or legal rent from each other, or assert any similar remedy, and in substitution of remedies otherwise available at law or in equity agree that the withdrawal and dissolution provisions of Articles XVII and XVIII shall be their sole and exclusive remedies against each other as co-tenants. The deed under which the Municipalities hold title shall state that the parties respective interests in the real estate are subject to the terms and conditions of this agreement. The Municipalities shall not mortgage, pledge, or otherwise encumber the real estate or their respective interests in the real estate.

**b. Payments.** The original cost to acquire, construct, renovate, or otherwise improve the real estate that will be used as the initial Headquarters shall constitute "building costs" as that term is used and defined in Articles V and VI. Each municipality shall be responsible for paying and providing one-half ( $\frac{1}{2}$ ) of the total project costs for acquisition and improvement. If any municipality borrows money to pay its one-half ( $\frac{1}{2}$ ) share of the cost, the loan or other debt service shall be taken out or incurred only in the name of the municipality that is incurring the debt. Payment of individual loans or other debt obligations shall be the sole responsibility of the municipality borrowing funds. The real estate comprising the Headquarters shall not be mortgaged or pledged as security for any municipal loan or debt obligation.

**2. Lease Purchase Agreement.** If the parties enter into a lease-purchase agreement for the Headquarters, the Municipalities shall be named as and deemed to be equal co-tenants. Payments under the lease-purchase agreement and the cost to renovate or otherwise improve the leased space shall constitute "building costs" as that term is used and defined in Articles V and VI. Each municipality shall pay and be responsible for one-half ( $\frac{1}{2}$ ) of all payments under the agreement. If the parties acquire title to the property pursuant to the terms of the lease-purchase agreement, then the joint ownership provisions of this agreement shall apply. Any option that may be exercised prior to the end of the

term of the lease-purchase agreement shall be exercised only by the unanimous agreement of the Municipalities.

**3. Lease.** If the Municipalities enter into a lease that does not constitute a lease-purchase agreement, then the lease or rental payments shall constitute "operational costs" as that term is used and defined in Article V. The Municipalities shall be equal co-tenants. The cost to renovate or otherwise improve the leased space shall constitute "Building Costs" as that term is used and defined in Articles V and VI.

**Section C. Right to Use.** No matter what type of interest is acquired in the Headquarters, the Commission and Department shall have the right to use the Central Headquarters for as long as the Commission and Department remain in existence, though subject to any further agreement of the Municipalities.

## **ARTICLE XI POLICE RECORD SYSTEM**

Under the direction of the Commission, the Department shall establish and control a complete and up-to-date uniform police record system after first assembling all records of the existing individual police departments.

## **ARTICLE XII INSURANCE AND IMMUNITY**

**Section A. Insurance, Waiver of Claims.** The Commission shall maintain property and liability insurance or group self-insurance coverage as it deems appropriate against claims arising out of the activities of the Commission and Department. The Commission shall be the named insured or covered entity and the Municipalities shall be named as additional insureds or additional covered parties as respects law enforcement activities on all liability insurance policies or group self-insurance coverages. As respects property insurance or group self-insurance, the Commission shall be the named insured or covered entity and the Municipalities shall be loss payees as their interest may appear. Each municipality hereby waives any and all claims and causes of action against the Commission and all other parties to this agreement that may arise out of their police activities or the activities of the Commission and Department. The Commission and the Municipalities shall cause any insurance or group self-insurance providing liability coverage against claims arising out of their police activities to contain a waiver of subrogation clause or endorsement under which the insurer waives its right of subrogation against each party to this agreement as to any and all causes of action or claims that may arise out of police activities hereunder.



**Section B. Immunity.** The police services performed and the expenditures incurred under this agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by each municipality within its boundaries shall extend to its participation and police service outside its boundaries. Similarly, as a matter reciprocal to the responsibilities, duties, authority, and jurisdiction delegated under this agreement, the Commission, the Department, and their employees and officers shall have the same immunities from liability, the same limitations on damages, and the same rights, protections, and benefits as the Municipalities and officers in individual municipal police departments have under all applicable laws.

**Section C. Proportional Liability.** For purposes of liability for claims arising out of regional police services or the activities of the Commission and Department that are not covered or not fully covered by insurance or group self-insurance, the Municipalities shall be liable in the same proportion as their funding assessment (calculated pursuant to Article V) in the year in which the event giving rise to liability occurred. This provision does not and should not be construed as expanding the liability of the Commission or the Municipalities. All immunities, limitations on liability and damages, protections, and defenses under the laws of the United State and of the Commonwealth of Pennsylvania shall apply and are expressly preserved.

### **ARTICLE XIII JOINDER OF ADDITIONAL MUNICIPALITIES**

**Section A. New Members.** Additional municipalities may become parties to this agreement upon application to and acceptance by the then participating Municipalities, payment of the admission fee, and formal acceptance by the applicant municipality of the provision of this agreement, as amended, and all other governing documents.

**Section B. Sale of Police Services.** The Commission may permit the purchase of police services by nonparticipating municipalities on terms established by the Commission, subject to approval by all the then participating Municipalities.

**ARTICLE XIV  
ACCRUED LEAVE AND OTHER CLAIMS**

Each municipality shall be responsible for any accrued vacation and/or sick leave payments, payments in lieu of health plan participation, comp time payments, etc., due to its police officers for service with the municipality through December 31, 2013. These payments shall be satisfied prior to the start date of the Department, or the municipality may have the option of banking such funds and carrying over such payments. In addition, each party hereto shall hold the other as well as the Commission harmless in all respects, in regard to all claims by officers arising prior to January 1, 2014 concerning pension rights, disability, promotion or discipline or discharge or workplace conditions matters, as well as any other claim, arising prior to the January 1, 2014 commencement date of the Department.

**ARTICLE XV  
INTERPRETATION OF AGREEMENT**

To the extent that the municipal parties hereunder dispute the terms or meaning of this Agreement, the question shall be presented to the governing bodies of the municipalities for a vote. Each municipality shall have 1 vote and in addition, the municipality supplying the rotating representative to the Commission that year shall have an additional vote. Notwithstanding the foregoing, each party hereto retains the right to institute suit for a legal or equitable remedy provided that the matter in dispute has been submitted to a vote of the municipalities pursuant to this Article XV. It is intended hereby that disputes between the municipal parties will not result in a deadlock or impede the operations of the Police District whether or not litigation is to be pursued.

**ARTICLE XVI  
TERM**

**Section A. Term.** The initial term of this agreement shall be for a period commencing with the execution of the Agreement through December 31, 2018. The Agreement shall thereafter renew automatically from year to year, subject to termination or amendment pursuant to the terms of this Agreement.

**Section B. Agreement Not to Withdraw.** By accepting and signing this agreement, each party expresses its belief that a regional police department is in the best interest of the member Municipalities. As a result, and because of the great amount of time, dedication, and cost expended in the formation of the Commission and Department, the parties shall not withdraw or institute dissolution proceedings during the initial term of this agreement.

## **ARTICLE XVII WITHDRAWAL**

**Section A. Withdrawal.** After the initial term of this agreement, a municipality may withdraw from the Commission and participation in the Department by giving written notice of its intent to withdraw, by certified mail, return receipt requested, to the Commission and the other party at least one (1) year prior December 15 of the year preceding the year in which the withdrawal is to be effective. If notice of a Participant's intent to withdraw is timely sent, such withdrawal shall be effective January 1 following the December 15 notice period.

**Section B. Dissolution.** A withdrawal of either of the Municipalities shall constitute a dissolution of the Commission and Department.

## **ARTICLE XVIII DISSOLUTION**

**Section A. Costs of Dissolution.** The actual and identifiable costs of dissolution, including but not limited to appraisal, transfer, and recording costs, which are directly or indirectly attributable to the withdrawal, shall be the responsibility of the withdrawing municipality. The withdrawing municipality shall pay or reimburse the costs directly to the Commission or may elect to have the costs deducted from the amount it receives under Section B.2. below.

**Section B. Dissolution Procedures.** In the event of dissolution, all facilities, real estate, vehicles, equipment, materials, supplies, and other property acquired and accumulated by the Commission and Department shall be appraised by appraisers appointed by the Commission for purposes of determining the fair market value of such assets. Thereafter, within three (3) months:

**1.** The Commission shall first pay all undisputed debts and obligations incurred during its term of existence, including the costs of dissolution.

**2.** Any remaining cash, and all vehicles, equipment, materials, supplies, and other property (except real estate) shall be distributed, in cash or in kind, to the Municipalities in the same proportion described above at Article V. Section B.1.b., pertaining to responsibility for the payment of operating costs. If an equitable in-kind distribution cannot be agreed upon by the Municipalities, all or any portion of the property shall be liquidated and the proceeds distributed as aforesaid.

3. All real estate owned by the Commission and/or jointly by the Municipalities pursuant to this agreement shall be sold. The Municipalities shall have ninety (90) days in which to reach unanimous agreement on a purchase by one of them or on the terms of a public or private sale. If no agreement is reached, then the Commission, acting as the parties' agent, shall sell the real estate in accordance with applicable law. All proceeds of the sale shall be distributed to the Municipalities in equal shares.

4. The Municipalities shall not be entitled to any reimbursement of any Building Costs incurred under a lease purchase agreement. Provided, however, in the event that the lease purchase contract is paid in full, then the provisions of paragraph 3., immediately preceding, shall apply.

5. The Municipalities shall not be entitled to reimbursement of any building costs incurred under a lease agreement with Doylestown Borough after the ten-year anniversary of the agreement. During the initial ten-year period, a municipality shall be entitled to a refund of these costs on a pro-rata (by day) basis. In consequence of the provisions of Article XVI above establishing an initial five year term in which neither party can withdraw, reimbursement in this subparagraph 5., relates only to years six through 10, so that (by way of example) on January 1 in year 6, a party can receive a refund of four tenths of its building costs, three tenths on January 1 in year 7 and so on. The refund hereunder shall be calculated as of the effective date of withdrawal as determined in Article XVII Section A, above. Costs will be refunded no later than the date of the ten-year anniversary of the agreement.

6. Each municipality shall be responsible for all remaining debts, obligations, and unfunded or contingent liabilities of the Commission and Department in the same proportion as defined at Article V.B1.b. above.

7. For the purpose of these dissolution procedures, the Municipalities' funding responsibility shall be determined by averaging the funding assessments calculated under Article V for cost-sharing purposes in the three (3) years immediately preceding the effective date of dissolution.

**Section C. Cessation of Department and Commission.** The Department shall disband and cease operation as of the effective date of dissolution, at which time each municipality shall be responsible for providing its own police protection. The Commission shall remain in existence until it winds up its affairs and completes the dissolution procedures specified in Section B above.

**ARTICLE XIX  
ADOPTION OF AGREEMENT**

**Section A. Ordinance.** The Municipalities shall advertise and adopt an ordinance authorizing acceptance and adoption of this agreement, each providing for all action necessary for participation in the Commission. Prior to the start date, each municipal party shall advertise and adopt an ordinance abolishing its individual police department.

**Section B. Compliance With Laws.** The ordinances shall comply with the provisions of and be adopted in accordance with the Intergovernmental Cooperation Act and the Borough Code. The abolishment ordinances shall provide for an effective date for abolishment of the police departments as of December 31, 2013.

**ARTICLE XX  
AMENDMENT AND COMPLETE AGREEMENT**

This agreement shall not be amended or modified except by written documents, dated and executed by all of the parties. Any such amendment shall, except where a unanimous vote or consent is specifically required, require the assent of a majority of all parties. Furthermore, this Agreement contains all of the terms and conditions agreed to by the parties. There are no matters not contained herein that constitute any part of the parties' agreement.

**ARTICLE XXI  
MISCELLANEOUS**

**Section A. Administration.** By agreement as necessary, one of the Municipalities may be selected to handle the Commission's administrative affairs pending the ability of the Commission to do so.

**Section B. Governing Law.** This agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

**Section C. Headings.** The headings, captions, article numbers, and section numbers in this agreement are for convenience and ease of reference only. They shall not limit or restrict the subject matter that precedes or follows them.

**Section D. Legal Construction.** In the event any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this agreement, and this agreement shall be construed as if the invalid or unenforceable provision had not been included.

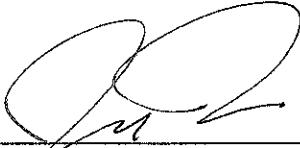
**Section E. Execution.** This agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and agreement. An originally-signed counterpart shall be distributed to the Commission and each party.

**Section F. Contingency.** This agreement is contingent on each municipality reaching agreement with its police union to transfer police services to the Department and agreement between the Commission and the union representing the officers of the Department which is satisfactory to the Commission. In the event that either Municipality cannot reach an agreement with its respective police bargaining unit to have police services transferred to the Department, this Agreement shall be void.

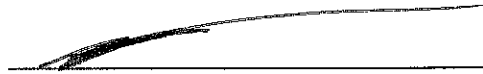
**IN WITNESS WHEREOF**, the Parties hereto have executed and sealed this Agreement consisting of 21 Articles and 22 pages.

ATTEST:

**BOROUGH OF DOYLESTOWN**



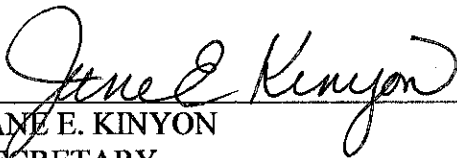
\_\_\_\_\_  
JOHN H. DAVIS  
SECRETARY




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DET ANSINN  
PRESIDENT, BOROUGH COUNCIL

ATTEST:

**NEW BRITAIN BOROUGH**



\_\_\_\_\_  
JANE E. KINYON  
SECRETARY



\_\_\_\_\_  
ROBERT BELCHIC  
PRESIDENT, BOROUGH COUNCIL