

**JOINT CONTRACT
BETWEEN
THE TOWNSHIPS OF NEWTON AND SOUTH ABINGTON**

This Agreement, made as of this 14th day of February, 2005, by and between the Township of Newton, County of Lackawanna and State of Pennsylvania, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania with its municipal office located at 1528 Newton Ransom Boulevard, Clarks Summit, Pennsylvania 18411 (Newton),

AND

The Township of South Abington, County of Lackawanna and State of Pennsylvania, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania with its municipal office located at 104 Shady Lane Road, Chinchilla, Pennsylvania 18410 (South Abington).

WITNESSETH:

Newton and South Abington Townships agree that South Abington shall provide Newton with police protection, upon the following terms and conditions:

1. STATUTORY AUTHORITY. This Agreement is entered into by Newton Township pursuant to 53 P.S. §66903 of the Second Class Township Code, and by South Abington Township pursuant to 53 P.S. §66904 of the Second Class Township Code, as may be amended; also, municipal police jurisdiction, 42 Pa. C.S.A. §8953, as may be amended, and such other acts of the Commonwealth having application. By way of explanation and not limitation, officers appointed by South Abington Township from time to time and having police powers therein are acknowledged to have powers within the territorial limits of Newton Township and deemed to have been requested to aid and assist therein as provided for in this Contract.

2. CONSIDERATION. Newton Township shall pay to South Abington a fee of Forty-Six and 17/100 Dollars (\$46.17) per officer for each hour of police service rendered pursuant to this Agreement, together with all applicable court-related expenses, up to a maximum of Thirty Thousand Dollars (\$30,000.00) through December 31, 2005. South Abington Township Police Officers will be compensated at the rate of three (3) hours pay at \$46.17 for District Justice appearances during off-duty hours and four (4) hours pay at \$46.17 for all other court appearances during off-duty hours. South Abington Township shall invoice Newton Township on a monthly basis with payment to be made within thirty (30) days.

3. TERM. This Agreement shall be effective from the date it is duly authorized and executed by the parties through December 31, 2005, unless terminated earlier by either party. The parties recognize that it may be necessary for a South Abington Township officer to be involved in an investigation, arrest, or other matter on behalf of Newton Township (i) after the term of this agreement or renewal has expired, or (ii) after exhaustion of the maximum amount allocated by Newton Township for services under this Contract. In either instance, Newton shall pay to South Abington the per hour charge or district justice/court appearance charge as set forth in Paragraph 2 hereof.

4. SERVICES. The parties acknowledge that this contract is intended to supplement the coverage supplied by the Newton Township Police Department, and any police coverage afforded by the Pennsylvania State Police.

Newton acknowledges and understands that the services to be provided by South Abington pursuant to this Contract shall be on an availability basis, depending upon the equipment, manpower, and allocation of resources by South Abington Township. It is agreed that the South Abington Township Police Chief and a representative of Newton Township work cooperatively, and meet as necessary, to

discuss and review the scheduling of police services to be provided pursuant to this Agreement as well as any questions or issues relating to fees or billing for services provided. However, Newton Township at all times has total discretion and the final decision regarding the number of hours of police services to be scheduled under this Agreement, subject to the availability of South Abington Township.

It is understood that this contractual agreement does not create any third party rights or causes of action against either South Abington Township, or Newton Township, or their respective police departments, employees, or agents.

Attached hereto and marked Exhibit "A" is an enumeration of specific services to be provided by South Abington to Newton hereunder, with the understanding that this Paragraph is controlling in interpreting or modifying any of the terms or conditions thereunder.

5. SUPERVISION/EMPLOYMENT. The Police Department of South Abington Township shall remain at all times under the sole direction and supervision of the South Abington Township Supervisors. In addition, any and all South Abington Township police officers performing services associated with this contract will at all times remain and be considered employees of South Abington Township (and they will not be considered employees of Newton Township); as such, South Abington Township will be at all times fully responsible for workers' compensation insurance and all other employment related expenses and benefits for its police officers, including, without limitation, social security taxes/contributions, unemployment insurance, health insurance, pensions, etc.; Newton Township will only be responsible for paying the applicable contractual fees associated with the supplemental police services provided by South Abington Township to Newton Township, according to the terms of this contract.

6. FINES AND PENALTIES. Newton shall be entitled to all fines and penalties or portions thereof, as provided by law, for all convictions based on crimes committed within Newton Township.

7. INSURANCE.

South Abington represents and warrants to Newton that it carries a law enforcement liability policy covering its police force in the amount of Two Million (\$2,000,000.00) Dollars, which shall remain in full force and effect during the term of this Agreement and any renewal thereof. South Abington shall name Newton as an additional insured on its liability policy, provided that the insurance carrier shall endeavor to provide ten (10) days written notice to Newton before such policy is cancelled, and shall provide Newton with a certificate of insurance evidencing the same.

In addition to the above, South Abington Township will obtain an endorsement to its Law Enforcement Liability Policy stating that Newton Township is added as an additional insured with respect to liability arising out of activities specifically pertaining to Law Enforcement Services. Newton Township will request a copy of the applicable endorsement and upon such request South Abington Township will provide same to Newton Township.

8. In the event that a dispute arises between the Township of Newton and the Township of South Abington relating to the police service provided by South Abington Township, and/or this Agreement, the parties may use the following dispute resolution procedure:

- i. The party who believes that a problem or dispute exists will first notify the opposite party, in writing, setting forth the factual basis for such dispute, and/or problem. The written notice shall be forwarded to the

Township Secretary if to Newton and to the Township Manager if to South Abington, with a copy to the Chairman of the Board of Supervisors.

ii. The parties may agree to meet in an attempt to resolve the issue within thirty days of the notice provided.

iii. Either party shall at all times retain the right to terminate this Agreement, at any time, as provided for in Section 9 below. .

9. Either party may terminate this Agreement, for any reason, with or without cause, by providing thirty (30) days written notice to the other party.

10. Any written notices pertaining to this Agreement shall be sent by certified mail, to the Township Secretary if to Newton Township, and to the Township Manager if to South Abington Township, along with a separate copy of notice to the Chairman of the Board of Supervisors.

11. RESOLUTIONS. Newton represents and warrants that this Agreement is adopted by the Board of Supervisors of the Township of Newton by resolution adopted the 14th day of February, 2005, and by South Abington Township by a resolution enacted by the Township Supervisors of South Abington Township on the 14th day of Feb, 2005.

Attest:

Francine D. Miller
Secretary

Attest:

Christina Boettcher
Secretary

TOWNSHIP OF NEWTON

Shirley R. [Signature]
Chairman, Board of Supervisors

TOWNSHIP OF SOUTH ABINGTON

Giles W. Stanton
Giles W. Stanton, Chairman
Board of Supervisors

**SERVICES TO BE RENDERED
BY SOUTH ABINGTON TOWNSHIP TO NEWTON TOWNSHIP**

1. While providing police services to Newton Township, South Abington Township police officers shall adhere to all South Abington Police Department policies and procedures.
2. When South Abington Police Department initiates an investigation in Newton Township, the South Abington Police Department shall have the discretion at any time as to whether or not to relinquish the investigation or prosecution to Newton Township Police Department or refer follow-up investigation to Newton Township Police Department.
3. Any complaints or concerns regarding actions of South Abington Police Department officers while operating in Newton Township shall be referred to and handled by South Abington Police Department Chief of Police.
4. Whenever available, South Abington Police Department shall be the primary agency called to assist Newton Township Police Department. This is a matter of officer safety in order to ensure that South Abington Police Department officers are familiar with situations they may be called to return to when Newton Township Police Department is not on duty.
5. Based upon availability, South Abington Police Department will provide a weekly irregular ten (10) hour patrol within Newton Township, at times as determined by South Abington with input from Newton. However, Newton Township retains total discretion and the final decision regarding the number of hours of supplemental police coverage to be scheduled under the Agreement. Accordingly, Newton Township has the ability, within the Agreement, to adjust the weekly hours, more or less, according to its needs, including that Newton Township may elect not to schedule any supplemental police coverage during any particular week with notice to South Abington, and also based on the availability of South Abington Township.
6. South Abington Police Department shall also, based upon availability, respond to emergency calls when Newton Township Police Department is not on duty. Newton Township Police Department shall be responsible for informing the Lackawanna County Communications Center and South Abington Township when they are not on duty. In the event that South Abington Police Department is not available to respond to an emergency, the Pennsylvania State Police will be requested to respond by Newton Township. Whenever possible, calls for service not requiring an emergency response will be referred to Newton Township Police Department.
7. South Abington Police Department shall supply Newton Township Police Department copies of all incident reports generated by South Abington Police Department in Newton Township while providing police services to Newton Township. These reports will be forwarded to Newton Township as soon as possible. Additionally, Newton Township Police Department shall supply South Abington Police Department with copies of all incident reports, complaints, etc., occurring in Newton Township, so that South Abington Police Department officers are familiar with all law enforcement issues arising in Newton Township. Newton Township Police Department shall forward these reports to South Abington Police Department as soon as possible.
8. Subject to availability, the South Abington Township Police Department will respond to all 911 calls, for police services, to the Abington Heights Middle School, the Newton-Ransom Elementary School, and the Newton Recreation Center, when Newton Township Police are not on duty.