

AMENDMENT TO JOINT MUNICIPAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES

THIS AMENDMENT to Joint Municipal Agreement for Law Enforcement Services (“Amendment”) dated for convenience and effective the 1st day of January, 2025, by and between LOCUST TOWNSHIP, a Second Class Township situate in Columbia County, Pennsylvania, (hereinafter referred to as “LOCUST”); and ROARING CREEK TOWNSHIP, FRANKLIN TOWNSHIP, AND CLEVELAND TOWNSHIP, all Second Class Townships situate in Columbia County, Pennsylvania (hereinafter referred to, collectively, as “TOWNSHIPS”).

WHEREAS, the parties entered into a Joint Municipal Agreement for Law Enforcement Service (“Agreement”) effective January 1, 1989:

WHEREAS, TOWNSHIPS desire to continue to have the Police Department of LOCUST perform law enforcement functions within such TOWNSHIPS and LOCUST remains willing to render such services;

WHEREAS, the parties desire to make certain updates to the Agreement and to adjust the payment allocation to a per capita rate;

WHEREAS, the parties recognize the applicability and authority of the Intergovernmental Cooperation Act of July 12, 1972, No. 180 (53 P.S. 481 et. seq.), as amended.

WHEREAS, this Amendment will become binding and in force as to the municipalities when adopted as an ordinance by both LOCUST and TOWNSHIPS, as set forth herein.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. LOCUST agrees, through its Police Department, to provide police protection within the corporate limits of TOWNSHIPS to the extent and in the manner hereinafter set forth. LOCUST will hire as policemen only individuals who meet all state requirements. LOCUST may also hire an individual participating in a cadet training program or another individual attending a Pennsylvania police academy.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming with the jurisdiction of and customarily rendered by the Police Department of LOCUST.

Except as others hereinafter provided, the level of service shall be that same basic level of service that is provided for the incorporated area LOCUST by its Police Department.

The rendition of such services, the standards of performance, the discipline of officers and other matters incident to the performance of such services and the control of personnel so employed, shall remain with LOCUST.

During the term of this Agreement, and any extensions thereof, TOWNSHIPS shall appoint a representative who shall regularly meet with LOCUST concerning police matters.

TOWNSHIPS agree that while this Agreement is in force, they will take no action, by ordinance or otherwise, that would increase the responsibility or liability of LOCUST with respect to police operations.

2. LOCUST, through its Police Department, shall provide law enforcement services to TOWNSHIPS as follows:

PATROL SERVICE

- A. Enforcement of Vehicle Code of the Commonwealth of Pennsylvania which is now and hereafter enforced within the limits of the LOCUST.
- B. Enforcement of Crimes Code of the Commonwealth of Pennsylvania which is now and hereafter enforced within the limits of the LOCUST.
- C. Enforcement of police-related ordinances of the TOWNSHIPS which are the same or similar in nature to those now and hereafter enforced within the limits of the LOCUST.
- D. Maintain periodic security checks of business establishments located within the limits of the TOWNSHIPS.
- E. Report hazardous conditions existing within the TOWNSHIPS to the proper authority (i.e., traffic lights out, holes in the highways, street lights out, etc.)

INVESTIGATIVE SERVICE

- A. Investigate reported criminal offenses which are of a nature similar to those now and hereafter investigated within the limits of LOCUST. It is understood that due to the size and the limited man hours of the Police Department, in certain major offenses or investigations, the Pennsylvania State Police or other State or Federal law enforcement agency may be requested to assist in or to take over certain investigations. This decision will be left to the discretion of the officer responding to the incident or, thereafter, to a ranking officer in the Police Department.
- B. Investigate accidents occurring on TOWNSHIPS highways or within the TOWNSHIPS which are of a type similar in nature to those now and hereafter investigated within the limits of LOCUST.

- C. Respond to citizen complaints and requests which are of a type similar in nature to those now and hereafter responded to and investigated within the limits of LOCUST.
- D. Prosecute, in the Courts having jurisdiction, those persons believed to be responsible for criminal law, traffic law and police-related ordinance violations occurring within TOWNSHIPS.

ADMINISTRATIVE SERVICE

- A. The LOCUST Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all-services rendered to the TOWNSHIPS.
- B. Provide the TOWNSHIPS' Board of Supervisors with a monthly and yearly police activity report setting forth and account of services rendered hereunder.
- C. Submit to the state and federal governments all required and necessary reports, that are of a type or similar in nature to those that are now or hereafter submitted by the LOCUST Police Department.
- D. Make recommendations to the TOWNSHIPS' Board of Supervisors, if and when necessary for the improvement of traffic and other regulations.

3. For the purpose of performing said functions and services, LOCUST shall furnish and supply all necessary supervision, equipment, communication facilities and supplies necessary to maintain the level of service to be rendered hereunder. It is understood that due to the size of the Police Department and its limited man hours, the Department will need to prioritize calls for service. When the Department is unavailable, all calls of an emergency nature will be referred to the Pennsylvania State Police or a

neighboring municipal department. Non-emergency calls will be held until an officer with the Department becomes available.

In the event of two or more emergency calls are received at or about the same time, a decision will be made by the ranking officer on duty as to which call is the most serious in nature and will be responded to first. The second or subsequent calls will either be held if possible until the officer becomes available to answer such call or may be referred to the Pennsylvania State Police or a neighboring municipal department. This decision will be made at the discretion of the ranking on-duty officer based on the available facts surrounding the incident. The Municipality in which the incident takes place will have no bearing on the order in which the complaints are handled.

4. For the purposes of such services and functions, and for the purpose of giving official status to the performance thereof, every LOCUST police officer engaged in performing any such service and function shall have all of the powers and authority conferred by law on TOWNSHIPS' police while performing services for the TOWNSHIPS.

5. TOWNSHIPS shall not make direct payments of any salaries, wages or other compensation to any LOCUST personnel performing services thereunder.

6. Except as herein otherwise specified, TOWNSHIPS shall not be liable for compensation or indemnity to any LOCUST officer or employee for injury or sickness arising out of his employment.

7. The parties agree that the police officers of LOCUST are employed by LOCUST and under the exclusive supervision and control of LOCUST, and LOCUST agrees, as such employer, to be responsible for any acts and omissions of such

policemen while on duty in TOWNSHIPS, to the same extent that LOCUST may be responsible for such acts committed within LOCUST, and agrees to indemnify and hold harmless TOWNSHIPS from any such liability as an employer on account of such acts or omissions. LOCUST agrees to maintain appropriate insurance protecting TOWNSHIPS against liability for such acts and omissions to the extent deemed appropriate by LOCUST and to name TOWNSHIPS as additional insureds on the liability policy.

8. The parties agree that the Police Department will attempt to provide full-time coverage. LOCUST agrees to reasonably employ full and part-time officers to provide said coverage. If this Agreement shall be renewed, the number of hours set forth herein may be altered by the parties from time to time, depending upon the needs of the parties hereto, by an executed addendum, without the necessity of amending this Agreement.

9. TOWNSHIPS agree to pay LOCUST for the services performed under this Agreement a sum of money based on the budget which will thereafter be allocated to all parties on a per-capita basis. The per capita allocation will begin effective January 1, 2025, and the data used for said allocation will come from the officially published US Census. The change from the current allocation method will be phased into a per capita allocation based on the chart attached hereto as Exhibit "A". Regardless of allocation method, the cost figures set forth in said budget shall be determined annually, for the forthcoming calendar year, by October 1. When new Census data is released following the decennial Census, the parties will adjust to the new per capita figures over a two (2) year period.

A. LOCUST agrees to use all reasonable efforts to keep the budget from increasing more than ten (10%) percent each year. An increase of more than ten (10%) percent cannot be imposed except with the unanimous consent of all parties to this Agreement.

B. All payments to be made to LOCUST by TOWNSHIPS shall be made semiannually and shall be billed by the secretary of LOCUST in January and July of each year. Payments are due no later than forty-five (45) days from the billing.

10. In addition, TOWNSHIPS agrees that the funds received from the foreign casualty and insurance company tax (Act of May 12, 1943, P.L. 259, as amended, or any other act subsequently enacted) distributed to TOWNSHIPS by the Commonwealth of Pennsylvania shall be paid by TOWNSHIPS to LOCUST for the purpose authorized under such act governing the operation of the Police Pension Fund.

11. Fines collected by the Police Department shall be distributed to the parties based on their percentage of the police budget. For example, if a municipality pays thirty percent (30%) of the overall police budget, they will receive thirty percent (30%) of the fines collected regardless of the municipality where the fines originated. Total fines collected include traffic fines, criminal fines, parking fines, and accident and incident report fees.

12. To promote harmony and gather input, LOCUST will hold two meetings with TOWNSHIPS per year. The first meeting will be held the second Tuesday in March at 7:30 PM and the second meeting will be held on or before the second Tuesday in September at 7:30 PM. The parties may hold additional meetings should a need arise. Likewise, the meetings schedule can be mutually modified should a scheduling conflict develop. The September meeting will be for budget purposes and all Supervisors are encouraged to attend.

13. The parties hereto specifically agree and understand that there is no consolidation of police officers employed by the parties provided for under this Agreement, that LOCUST is not receiving or accepting any police employees of TOWNSHIPS, and that the discharge of or other disposition of any police officers heretofore employed by TOWNSHIPS is the sole responsibility of TOWNSHIPS.

14. This Amendment and the underlying Agreement shall automatically renew themselves for successive calendar years. This Amended Agreement may only be terminated by a party to be effective on a December 31st by giving written notice to all other parties not less than one (1) year prior thereto by certified mail or by personal service.

15. In all other respects, the parties reaffirm the Agreement. In the event of an inconsistency, the initial Agreement shall prevail in all respects through December 31, 2024, and this Amendment shall prevail in all respects thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed effective date aforesaid, after authorization by Ordinance Number ____ of LOCUST and by Ordinance Number _____ of Roaring Creek Township, Ordinance Number _____ of Franklin Township, and Ordinance Number ____ of Cleveland Township, enacted as aforesaid.

ATTEST

Secretary

ATTEST

TOWNSHIP OF LOCUST

By: _____
Chairman-Board of Supervisors

TOWNSHIP OF ROARING CREEK

By: _____

Secretary

ATTEST

Secretary

ATTEST

Secretary

Chairman-Board of Supervisors

TOWNSHIP OF FRANKLIN

By:_____
Chairman-Board of Supervisors

TOWNSHIP OF CLEVELAND

By:_____
Chairman-Board of Supervisors