

*No. 28-16-OR*

**AN ORDINANCE**

An Ordinance of the County of Allegheny authorizing the County to enter into an intergovernmental cooperation agreement with Wilmerding Borough under which the County will provide basic police and law enforcement services to the Borough.

**WHEREAS**, the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301 *et seq* (2009), (hereinafter “the Act,”) generally provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

**WHEREAS**, the County of Allegheny (hereinafter “the County”) has entered into discussions with Wilmerding Borough (hereinafter “the Borough”) regarding an intergovernmental cooperation agreement under which the County would undertake and provide basic police and law enforcement services through the Allegheny County Police Department to the Borough; and

**WHEREAS**, Section 2305 of the Act provides that a local government may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its legislative governing body; and

**WHEREAS**, County Council finds that an intergovernmental cooperation agreement between the County and the Borough under which the County would undertake and provide basic police and law enforcement services through the Allegheny County Police Department to the Borough in exchange for an annual payment by the Borough to the County will promote the health, safety and welfare of the citizens of the County.

***The Council of the County of Allegheny hereby enacts as follows:***

***SECTION 1.        Incorporation of the Preamble.***

The provisions set forth in the preamble to this Ordinance are incorporated by reference in their entirety herein.

***SECTION 2.        Authorization to Enter Intergovernmental Cooperation Agreement with Wilmerding Borough***

A. The County, through its Manager, is hereby authorized to enter into an intergovernmental cooperation agreement with the Borough under which the County will

undertake and provide basic police and law enforcement services through the Allegheny County Police in the Borough (hereinafter “the Intergovernmental Cooperation Agreement”).

B. The Intergovernmental Cooperation Agreement shall be subject to final review and approval as to form by the County Solicitor.

***SECTION 3. Duration of Intergovernmental Cooperation Agreement***

The Intergovernmental Cooperation Agreement shall be for an initial term of five (5) years. The Intergovernmental Cooperation Agreement shall enter into effect beginning on January 1, 2017 and, unless terminated sooner by action of the parties in accordance with its terms set forth in the Intergovernmental Cooperation Agreement, shall expire on December 31, 2021; provided however, that the duration of the term of the Intergovernmental Cooperation Agreement may be extended beyond December 31, 2021 for an additional term not to exceed five (5) years upon mutual written agreement of the Borough and the County.

***SECTION 4. Purposes and Objectives of the Intergovernmental Cooperation Agreement***

A. The purpose and objective of the Intergovernmental Cooperation Agreement is to provide improved public safety and security to the residents of the Borough by retaining an experienced and well-trained police force to provide basic police and law enforcement services within the Borough.

B. To achieve this purpose and objective, the Borough will completely delegate its power and authority under the Borough Code to provide and operate a police force within the Borough to County for the term of the Intergovernmental Cooperation Agreement.

***SECTION 5. Structure and Financing***

A. On behalf of the County, the Allegheny County Police Department, under the overall supervision of its Superintendent or his/her authorized representative or delegate, shall be responsible for providing and performing the basic police and law enforcement services described in the Intergovernmental Cooperation Agreement in the Borough.

B. During the initial year of the term of the Intergovernmental Cooperation Agreement, the Borough shall pay the County for the basic police and law enforcement services provided to the Borough an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). In each succeeding year during the term of the Intergovernmental Cooperation Agreement, the Borough shall increase the amount that it pays the County for the provision of basic police and law enforcement services by three percent (3%) plus twenty-five percent (25%) of all fines payable to the Borough pursuant to the County’s services.

***SECTION 6. Real and Personal Property***

A. The Borough agrees to provide office space on real property owned or controlled

by the Borough, which shall meet the specifications of the County Police, in order to enable the County Police to establish a substation capable of housing a County Police impact squad.

B. All other real property and all personal property necessary to provide or perform the services contemplated by this Ordinance and by the Intergovernmental Cooperation Agreement shall be acquired, managed, licensed and disposed of in accordance with: a) the applicable laws, ordinances, regulations and procedures governing the operations of the respective governmental bodies; and b) the provisions of the Intergovernmental Cooperation Agreement between the parties.

**SECTION 7. Conditions**

All conditions pertaining to the cooperation of the respective governmental bodies in the matters contemplated by this Ordinance shall be set forth in the Intergovernmental Cooperation Agreement

**SECTION 8. Effective Date**

This Ordinance shall enter into effect immediately upon the approval of this Ordinance by the Chief Executive.

**SECTION 9. Severability.**

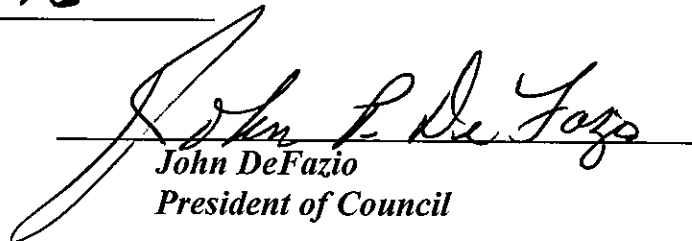
*If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be in full force and effect.*

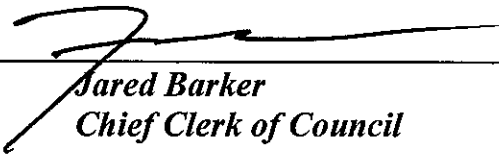
**SECTION 10. Repealer.**

*Any Resolution or Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Ordinance.*

Enacted in Council, this 5<sup>th</sup> day of July, 2016

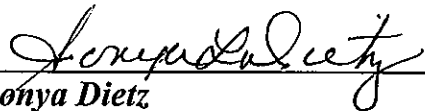
Council Agenda No. 9711-16

  
John DeFazio  
President of Council

Attest:   
Jared Barker  
Chief Clerk of Council

Chief Executive Office July 7, 2016

Approved:   
Rich Fitzgerald  
Chief Executive

Attest:   
Sonya Dietz  
Executive's Secretary

## SUMMARY PAGE

This proposed ordinance would authorize the County to enter into an intergovernmental cooperation agreement with Wilmerding Borough under which the County, through its Police Department, would provide basic police and law enforcement services to the Borough.

The Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 *et seq* (2009) (“the Act”) generally provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities.

The intergovernmental cooperation agreement described in the proposed ordinance includes all of the terms, provisions and conditions required by the Act. The proposed intergovernmental cooperation agreement is subject to final review and approval as to form by the County Solicitor.

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT**, hereinafter referred to as "the Agreement," is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, effective as of January 1, 2017, by and between the **COUNTY OF ALLEGHENY**, a home rule county and a political subdivision under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "the County,"

AND

**THE BOROUGH OF WILMERDING**, a unit of local government organized under the Borough Code of the Commonwealth of Pennsylvania, having its offices at 301 Station Street, Wilmerding, Pennsylvania, 15148, hereinafter referred to as "the Borough."

**WITNESSETH:**

**WHEREAS**, the Borough is desirous of obtaining improved public safety and security for its residents by retaining an experienced and well-trained police force to provide basic police and law enforcement services within the Borough; and

**WHEREAS**, the County operates its own police department which patrols County facilities and property, investigates all criminal activity occurring on County-owned property, and provides substantial assistance to local police departments and criminal justice agencies; and

**WHEREAS**, the County and the Borough have entered into discussions under which the County, through its Police Department, would provide basic police and law enforcement services to the Borough; and

**WHEREAS**, the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301 *et seq* (2009), (hereinafter "the Act,") generally provides that two or more municipalities may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

**WHEREAS**, Section 2305 of the Act provides that a local government may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its legislative governing body; and

**WHEREAS**, the parties believe that the execution of an intergovernmental cooperation agreement under which the Borough will completely delegate its power and authority under the Borough Code to provide and operate a police force within the Borough to County and the County, through its Police Department, will undertake to provide basic police and law enforcement services Consultant is in the best interest of the citizens of the Borough and the County; and

**WHEREAS**, the governing bodies of the parties have enacted ordinances authorizing this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and intending to be bound thereby, the parties do hereby agree as follows:

**1. DELEGATION OF AUTHORITY; ENGAGEMENT**

Pursuant to the provisions of the Act, the Borough hereby engages the County to provide basic police and law enforcement services to the Borough. By this engagement, the Borough delegates its power and authority under the Borough Code to provide and operate a police force within the Borough to the County. The County hereby accepts the engagement to provide basic police and law enforcement services to the Borough and agrees to devote its professional skills and professional skills of its employees to the best of their abilities in order to successfully complete this engagement.

**2. SCOPE OF SERVICES**

The County, through its Police Department agrees to furnish the basic police and law enforcement services as set forth in detail in the document entitled "Police Services, which is incorporated by reference in its entirety herein as part of this Agreement and attached hereto as Exhibit AA.©

**3. TERM**

This Agreement shall an initial term of five (5) years. The Agreement shall enter into effect beginning on January 1, 2017 and, unless terminated sooner by action of the parties in accordance with its terms set forth herein, shall expire on December 31, 2021; provided however, that the duration of the term of the Agreement may be extended beyond December 31, 2021 for an additional term not to exceed five (5) years upon mutual written agreement of the Borough and the County.

**4. POLICE SUBSTATION**

The parties hereby acknowledge that the Allegheny County Housing Authority (ACHA) has agreed to make available during the term of this Agreement suitable space at a facility owned and/or controlled by the ACHA located in the Borough to enable the County Police to establish a substation capable of housing a County Police impact squad. In the event that the ACHA should give notice to the parties at any time during the term of this Agreement that the space within the ACHA facility no longer can be used as a County Police substation, the parties agree to mutually cooperate in expeditiously finding a new facility within the Borough for the location of the County Police substation.

**5. COMPENSATION**

A. In consideration of the performance or provision of the basic police and law enforcement services described in Exhibit "A," the Borough agrees to pay the County as follows:

1. During the initial year of the Agreement, the Borough shall pay the

following to the County for the basic police and law enforcement services provided to the Borough: (a) An amount not to exceed ***TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)*** (*“the Base Year Payment Amount”*); plus (b) *Twenty-Five Percent (25%)* of all fines and/or funds payable to the Borough arising out of the County’s performance or provision of the basic police and law enforcement services described in Exhibit “A.”

2. In the second year of the term of the Agreement, the Borough shall pay the following to the County for the basic police and law enforcement services provided to the Borough: (a) *The Base Year Payment Amount increased by Three Percent (3%) (“the Succeeding Year Payment Amount”)*; plus (b) *Twenty-Five Percent (25%)* of all fines and/or funds payable to the Borough arising out of the County’s performance or provision of the basic police and law enforcement services described in Exhibit “A.”

3. In the remaining years of the term of the Agreement, the Borough shall pay the following to the County for the basic police and law enforcement services provided to the Borough: (a) *The Succeeding Year Payment Amount increased by Three Percent (3%)*; plus (b) *Twenty-Five Percent (25%)* of all fines and/or funds payable to the Borough arising out of the County’s performance or provision of the basic police and law enforcement services described in Exhibit “A.”

B. The Borough agrees to pay for basic police and law enforcement services on a quarterly basis. The County agrees to submit quarterly written requests for payment for services rendered to the Borough. Upon the Borough’s request, the County agrees to submit such information and documentation to substantiate the basic police and law enforcement services provided or performed by the County through its Police Department.

C. The County shall maintain books, financial records, documents and other evidence pertaining to fees, costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature related to the services provided pursuant to this Agreement.

D. The Borough shall maintain adequate books, financial records, documents and other evidence pertaining to fines received by and/or other funds made payable to the Borough arising out of the County’s performance or provision of the basic police and law enforcement services described in Exhibit “A.”

## 6. **INDEMNIFICATION**

### A. County:

1. The County agrees to indemnify, and hold harmless the Borough, its elected officials, officers, appointees, employees and agents from and against any and all loss, liability, and damages, of whatever nature, for damages, injuries, and losses of every kind and nature to persons and property, including but not limited to death of any person and loss of the use of any property, to the extent arising out of, or claimed to have been caused by, or in any manner related to any negligent or tortuous activity, error or omission of the County or any agent, employee, licensee, or subcontractor of the County arising out of or in any way connected with activities under this Agreement. Further, the County agrees to indemnify and hold harmless the Borough, its elected officials, officers, appointees, employees and agent, from and against



any and all loss, liability, and damages arising out of or in any manner related to any material breach by the County of any of the terms, conditions, or other provisions of this Agreement. Contemporaneously with the execution of this Agreement, the County shall provide the Borough with a written waiver of the prohibition on indemnification as authorized by Subsection A of Section 5-911.03 of the County Code of Ordinances.

2. The County agrees to indemnify, and hold harmless the Borough, its elected officials, officers, appointees, employees and agents from and against any and all claims and liability for compensation under any Workers Compensation law arising out of injuries sustained or claimed to have been sustained by any employee of the County or any agent, licensee, contractor, or subcontractor of the County arising out of or in any way connected with activities under this Agreement.

3. The County shall give to the Borough prompt and timely notice of any claims made or suits initiated which in any way, directly or indirectly, contingently or otherwise, affect or might affect the Borough, and each party shall have the right to compromise and defend the same to the extent of its own interest.

B. Borough:

1. The Borough agrees to indemnify, and hold harmless the County, its elected officials, officers, appointees, employees and agents from and against any and all loss, liability, and damages, of whatever nature, for damages, injuries, and losses of every kind and nature to persons and property, including but not limited to death of any person and loss of the use of any property, to the extent arising out of, or claimed to have been caused by, or in any manner related to any negligent or tortuous activity, error or omission of the Borough or any agent, employee, licensee, or subcontractor of the Borough. Further, the Borough agrees to indemnify and hold harmless the County, its elected officials, officers, appointees, employees and agent, from and against any and all loss, liability, and damages arising out of or in any manner related to any material breach by the Borough of any of the terms, conditions, or other provisions of this Agreement.

2. The Borough agrees to indemnify, and hold harmless the County, its elected officials, officers, appointees, employees and agents from and against any and all claims and liability for compensation under any Workers Compensation law arising out of injuries sustained or claimed to have been sustained by any employee of the Borough or any agent, licensee, contractor, or subcontractor of the Borough.

3. The Borough shall give to the County prompt and timely notice of any claims made or suits initiated which in any way, directly or indirectly, contingently or otherwise, affect or might affect the County, and each party shall have the right to compromise and defend the same to the extent of its own interest.

7. INSURANCE

The Borough acknowledges that the County is self-insured. At the request of the

Borough, the County shall furnish evidence of continued self-insured status.

**8. ASSIGNMENT AND DELEGATION**

Neither party shall have the right to assign any rights or power to delegate any duties pursuant to this Agreement without the prior written permission of the other party, which shall not be unreasonably conditioned, denied or withheld. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and the County shall remain liable to the Borough and the Borough shall be liable to the County with respect to each and every term, condition and other provision hereof to the same extent that would have been obligated if no assignment or delegation had been made.

**9. NONWAIVER**

A. A failure by each party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each such party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

B. Additionally, a failure by each party to take action with respect to any default or violation by the other party of any of the terms, conditions or covenants of this Agreement shall not, in any way, limit, prejudice, diminish or constitute a waiver of any right of each party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

**10. DEFAULT**

A. The Borough may, subject to the provisions of Paragraph 11 entitled "Force Majeure," and in addition to its other rights under the Agreement, declare the County in default by written notice thereof to the Consultant, and terminate (as provided in Paragraph 12 entitled "Termination") the whole or any part of this Agreement for any of the following reasons:

1. Failure to begin the Scope of Services within the time or in the manner specified in this Agreement;
2. Failure to perform the services as described in the Scope of Services with sufficient labor, equipment, or material to ensure the completion of the specified services in accordance with the terms of this Agreement; provided however, that the Borough shall have given written notification to the County specifically identifying the deficiencies in labor, equipment, or material that substantively prevents the County's completion of the specified services in accordance with the terms of this Agreement;
3. Unsatisfactory performance of the services as described in the Scope of Services provided however, that the Borough shall have given written notification

to the County specifically identifying the reasons why the County's performance of the services as described in the Scope of Services is deemed by the County to be unsatisfactory;

4. Discontinuance of the Scope of Services without approval;
5. Failure to resume the Scope of Services, which has been discontinued, within a reasonable time after notice to do so;
6. Insolvency or bankruptcy;
7. Assignment made for the benefit of creditors;
8. Failure to protect, to repair, or to make good any damage or injury to Borough property;
9. Failure to obtain any permit, license or the cancellation or termination of any permit, license or certification necessary or required to perform or carry out the Scope of Services;
10. Breach of any material provision of this Agreement.

B. The County may, subject to the provisions of Paragraph 11 entitled "Force Majeure," and in addition to its other rights under the Agreement, declare the Borough in default by written notice thereof to the Borough, and terminate (as provided in Paragraph 12 entitled "Termination") the whole or any part of this Agreement for any of the following reasons:

1. Failure of the Borough to make payment for any services rendered or provided in connection with the County's provision or performance of the Scope of Work within fifteen (15) days after the Borough's receipt of written notice from the County notifying the Borough of its failure to make such payment.
2. Failure of the Borough to protect, to repair, or to make good on any damage or injury to property owned by the Borough;
3. Failure of the Borough to reasonably cooperate with the County in the performance of the County's duties and obligations, including but not limited to the Borough's failure to provide the assistance described in Paragraph 4 of this Agreement; and
4. Breach of any material provision of this Agreement.

## **11. FORCE MAJEURE**

Neither party shall not be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which include any of the following conditions: acts of God; fire; flood; sabotage; power outages; material shortages or unavailability or other delay in delivery not resulting from

the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations, orders, approvals or restrictions (collectively, "Regulations"); war or civil disorder; acts of terrorism; labor unrest or strike; or any other cause beyond the commercially reasonable control of the affected party. The party claiming relief under this Section shall promptly notify the other in writing of the existence of the force majeure event relied upon and the cessation or termination of that event. For the duration of any valid force majeure event, the performance or non-performance of the affected party shall be excluded.

## **12. TERMINATION; CUMULATIVE REMEDIES**

A. This Agreement may be terminated for any reason by either party upon giving three hundred sixty-five (365) days written notice to the other party. In the event this Agreement is to be terminated, the Borough shall pay the County for the portion of the Scope of Services completed as of the date of termination.

B. Notwithstanding the above, this Agreement may be terminated by either upon prior written notice for any event constituting a "Default" under Paragraph 10 of this Agreement.

C. It is understood that the right to terminate shall be in addition to all other remedies, which are or may be available to the Borough or the County, for the other party's breach of any covenant, term or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the parties may have under applicable law, statute, regulation or otherwise.

## **13. NO CO-PARTNERSHIP OR AGENCY**

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the Borough and the County, or as constituting either party as the general representative or agent of the other party for any purpose whatsoever. At all times under this Agreement, the parties shall act as an independent contractors in relation to one another.

## **14. NOTICES**

A. All notices, reports, or documents required to be given or made pursuant to this Agreement shall be in writing and shall be sent by either:

1. United States Mail first class delivery, postage pre-paid; or
2. Electronic mail (e-mail), confirmed by letter sent by United States Mail first class delivery, postage pre-paid;
3. Facsimile (fax) transmission confirmed by letter sent by United States Mail first class delivery, postage pre-paid.

B. All notices, reports or documents required to be given or made under this

Agreement shall be sent to the respective parties as follows:

1. As to the County:

Allegheny County  
Office of the County Manager  
Room 119 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219

or to such other person or address as the County may from time to time designate in writing

2. As to the Borough:

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or to such other person or address as the Borough may from time to time designate in writing

**15. NO PERSONAL LIABILITY**

No elected official, officer, appointee, agent or employee of County and director, officer employee or agent of the County, shall be charged personally or held contractually liable by or to the County under any term or provision of this Agreement or because of any breach hereof or because of its or their execution, approval, or attempted execution of this Agreement.

**16. HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**18. SEVERABILITY**

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Agreement, or any portion thereof, shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

**19. MERGER; MODIFICATION OR AMENDMENT**

A. The parties intend this writing as the final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all other prior agreements and understandings both written and oral between the parties with respect to the

subject matter thereof.

B. This Agreement may be changed, modified, discharged, or extended only by written change order or amendment duly executed by the parties.

C. No representations or warranties shall be binding upon either party unless expressed in writing herein or in a duly executed amendment to this Agreement.

**20. APPLICABLE LAW; VENUE**

A. This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. The parties agree that the state and federal courts sitting in Pittsburgh, Pennsylvania shall have proper and exclusive jurisdiction and venue for any proceedings arising from this Agreement.

**21. ABSENCE OF RIGHTS IN THIRD PARTIES**

No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to this Agreement. It shall be interpreted solely to define specific duties and responsibilities between the Borough and the County, and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**22. COMPLIANCE WITH APPLICABLE LAWS**

Each party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“Applicable Laws”) that relate to its obligations under this Agreement.

**23. BINDING EFFECT**

This Agreement will be binding upon and shall inure to the benefit of the Borough and the County and their respective authorized successors and assigns, if any.

**24. AUTHORIZATION**

A. The Agreement is entered into by the Borough pursuant to an Ordinance duly enacted at a public meeting of its Borough Council held on \_\_\_\_\_, 2016.

B. This Agreement is entered into by the County pursuant to an Ordinance duly enacted at a public meeting of its County Council held on \_\_\_\_\_, 2016.

**IN WITNESS WHEREOF**, this Intergovernmental Cooperation Agreement is duly executed on the day and year first above written, by the parties hereto, intending themselves to be legally bound hereby.

**ATTEST:**

**BOROUGH OF WILMERDING**

\_\_\_\_\_  
Borough Secretary

By: \_\_\_\_\_  
President, Borough Council

**COUNTY OF ALLEGHENY**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
William McKain, CPA  
County Manager

\_\_\_\_\_  
County Solicitor

\_\_\_\_\_  
Assistant County Solicitor

## EXHIBIT A - POLICE SERVICES

On behalf of the County, the Allegheny County Police Department, under the overall supervision of its Superintendent or his/her authorized representative or delegate, shall be responsible for providing and performing the basic police and law enforcement services to the Borough. Basic police and law enforcement services shall include the following:

- (A) Twenty-Four (24) Hour routine police protection services;
- (B) Patrol of all Borough streets with at least two (2) to three (3) patrol passes on each Borough street depending upon call volume for a particular police shift;
- (C) Enforcement of the Pennsylvania Crimes Code, the Pennsylvania Motor Vehicle Code and police-related Borough ordinances;
- (D) Reporting of hazardous or potentially dangerous conditions to the proper authorities in the Borough;
- (E) Investigation of all reported criminal offenses;
- (F) Investigation of motor vehicle and related accidents occurring on the public streets and roads within the Borough;
- (G) Responding to citizen requests, reports and complaints;
- (H) Prosecution of persons believed to be in violation of the Pennsylvania Crimes Code and Motor Vehicle Code in the appropriate court of competent jurisdiction;
- (I) Preparation of all required reports;
- (J) Maintenance of required police records;
- (K) Providing for the secure maintenance of evidence, contraband and related items;
- (L) Providing monthly and yearly police activity reports to the Borough;
- (M) Making recommendations to Borough Council to improve public safety and traffic within the Borough; and
- (N) Providing, subject to emergencies and the need to respond to calls, an officer duly designated by the County's Superintendent of Police or his/her authorized delegate to attend a monthly meeting of the Borough's Council in order to answer questions concerning police services and to relay public safety and police services information to the public officials of the Borough and to the public.



**MEMORANDUM**  
**OFFICE OF THE COUNTY MANAGER**

TO: Jared E. Barker  
Allegheny County Council

FROM: William D. McKain CPA  
County Manager

DATE: June 16, 2016

RE: Proposed Ordinance

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Attached is an Ordinance of the County of Allegheny authorizing the County to enter into an intergovernmental cooperation agreement with Wilmerding Borough under which the County will provide basic police and law enforcement services to the Borough.

The Allegheny County Law Department has reviewed this legislation prior to submitting it to Council.

I am requesting that this item be placed on the agenda at the next Regular Meeting of Council.

RECEIVED  
ALLEGHENY COUNTY COUNCIL  
2016 JUN 16 AM 10:44