

TOWNSHIP OF ALEPPO
ORDINANCE NO. 2018-03

**AN ORDINANCE OF THE TOWNSHIP OF ALEPPO
ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE TERMS AND
CONDITIONS OF A POLICE PROTECTION AGREEMENT WITH THE
TOWNSHIP OF OHIO AND AUTHORIZING EXECUTION OF THE
AGREEMENT**

WHEREAS, the Township of Aleppo and Township of Ohio have determined that the provision of police protection services by the Township of Ohio, through the Ohio Township Police Department, to the Township of Aleppo is in the mutual interest of both municipalities and will preserve the health, safety and welfare of both communities; and

WHEREAS, it is desired by the Township of Ohio and the Township of Aleppo to enter into a police protection agreement setting forth the terms and conditions for the provision of police services by the Township of Ohio, through the Ohio Township Police Department, to the Township of Aleppo; and

WHEREAS, cooperation between the Township of Ohio and the Township of Aleppo in the exercise and performance of their governmental powers, duties and functions is authorized by various acts of the general assembly, including the Intergovernmental Cooperation Act, Act of December 19, 1996, P.L. 1158, No. 177 (53 Pa. C.S.A. §2301 et seq.).

NOW, THEREFORE, BE IT ORDAINED, and **ENACTED** by the Board of Commissioners of the Township of Aleppo, Allegheny County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

Section 1. Pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et seq., the terms and conditions of the Police Protection Agreement By and Between The Township of Ohio And the Township of Aleppo, a copy of which is attached hereto as Exhibit "A", are hereby approved and adopted.

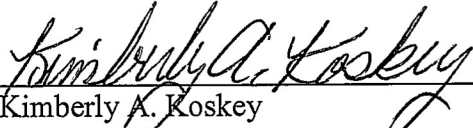
Section 2. The appropriate authorized officers of the Township of Aleppo are hereby authorized to execute and enter into said Police Protection Agreement on behalf of the Township of Aleppo.

Section 3 This Ordinance shall take effect immediately upon its adoption.

ORDAINED AND ENACTED into law this 18 day of June, 2018.

ATTEST:

TOWNSHIP OF ALEPPO

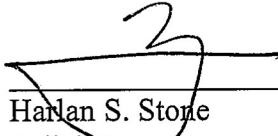


Kimberly A. Koskey
Township Secretary



Matthew Doebler
President, Board of Commissioners

EXAMINED AND APPROVED by me this 18 day of June, 2018.



Hanan S. Stone
Solicitor

AGREEMENT

THIS AGREEMENT, made this 18th day of June, 2018, by and between the TOWNSHIP OF OHIO, a Township of the second class, existing under and by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "Ohio"),

AND

TOWNSHIP OF ALEPPO, a Township of the First Class, existing under and by virtue of the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Aleppo").

WITNESSETH:

WHEREAS, for sound fiscal, practical and economic reasons Aleppo desires to provide police protection and law enforcement services from outside Aleppo to its residents; and

WHEREAS, Ohio is willing to provide police protection and law enforcement services in Aleppo on a regular and comprehensive basis.

NOW THEREFORE, with the intention to be legally bound hereby, it is hereby agreed by and between Ohio and Aleppo as follows:

1. In consideration of the services performed by the Police Department of Ohio Township as hereinafter set forth, Aleppo agrees to pay Ohio as follows:

For the first year, (July 1, 2018 through June 30, 2019) a base payment of \$102,003.00.

For the second year, (July 1, 2019 through June 30, 2020) a base payment of \$104,554.00.

For the third year, (July 1, 2020 through June 30, 2021) a base payment of \$107,064.00.

- a. Ohio shall be responsible for payment of salaries, overtime pay, benefits, and other compensation to police officers and employees of the Ohio Township Police Department except as set forth herein. Aleppo shall pay to Ohio all overtime pay due police officers arising from emergency calls in Aleppo, with the exception of court time related to citations written on routine patrol. Aleppo shall also be responsible for all costs associated with special details, such as traffic details or other requests for police services over and above those set forth in Paragraph 3(a-d).
- b. All citation revenue generated will be remitted to Ohio as an administrative fee.
- c. Aleppo may elect to pay the entire year's payment by July 31st of the year in which it is due, at which time Ohio shall afford Aleppo a five percent (5%) discount. Otherwise, the payment shall be made quarterly in each calendar year in equal installments on July 1, October 1, January 1, and April 1.

2. Ohio will allow, at Aleppo's request, an audit of all charges, costs or expenses of any nature that is included in either Ohio's budget for police or in the police's actual expenses.

3. In consideration of the payment of the aforesaid sum, Ohio agrees that its Police Department will perform the following duties and provide the following services within Aleppo:

- a. Undertake three patrols a day by a moving police vehicle, one during each of the three regular shifts daily, of the Ohio Township Police Department;
- b. Ohio recognizes that Aleppo subscribes to the Quaker Valley Ambulance Service and that the service is to be used primarily for emergency service to hospitals. However, Ohio police will respond to emergency calls originating in Aleppo during the three regular shifts daily of the Ohio Township Police Department;

- c. Investigate crimes and complaints within Aleppo during three regular shifts of the Ohio Township Police Department; and
- d. Enforce as set forth above the Ordinances of Aleppo, except animal control ordinances, if any. Aleppo will furnish copies of relevant ordinances upon request to the Police Department of Ohio Township.

4. Aleppo hereby designates the Ohio Township Police Department as the duly constituted municipal law enforcement agency to provide primary police services within the territorial limits of Aleppo and hereby authorizes police officers from the Ohio Township Police Department to enter into the territorial limits of Aleppo for purposes of enforcing the laws of the Commonwealth of Pennsylvania and the Ordinances of Aleppo during the term of this Agreement.

5. It is further understood and agreed between the parties hereto that the Ohio Township Police, including full and part-time police, shall have all of the powers and authority conferred by law upon the police of Aleppo and Aleppo by the execution hereof hereby delegates the same.

6. For the duration of this Agreement, all police officers and other employees of the Ohio Township Police Department shall be considered employees of Ohio and not employees of Aleppo, regardless of where their activities are being conducted or on whose behalf their activities are being conducted.

7. For the duration of this Agreement, Ohio shall provide, to all police officers, and other employees of the Ohio Township Police Department, all applicable insurance coverage, including, but not limited to, liability insurance and worker's compensation insurance in reasonable amounts. Such insurance shall provide coverage to all police officers and other employees of the Ohio Township Police Department regardless of where their activities are being conducted or on whose behalf their activities

are being conducted, and shall name Aleppo as an additional insured, if permitted by the insurance carrier. Aleppo shall be responsible for any costs associated therefore.

8. Ohio agrees to defend, indemnify and hold harmless Aleppo with respect to any and all actions taken by the Ohio Township Police Department and/or any of its officers and employees regardless of where such action was taken unless the action was taken within Aleppo and at the specific direction in writing of Aleppo's Board of Commissioners.

9. The parties hereto recognize the Township Manager of Aleppo to be the chief administrative officer of Aleppo, responsible for police activities, and the Chief of Police of Ohio shall submit a monthly written report to the Township Manager of Aleppo and the Aleppo Township Board of Commissioners and shall appear at least semi-annually at a regularly scheduled Board of Commissioners meeting held in the months of July and December, to report to the said Township Manager and Board of Commissioners regarding the police activities within Aleppo.

10. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any right, power, or privilege by such party.

11. Any notice required in connection with this agreement must be in writing and if sent by mail, by certified mail, return receipt requested, and shall be effective when received by such party at the address listed below or such other address as shall have been specified in writing:

If to the Township of Aleppo
100 North Drive
Sewickley, PA 15143
ATTN: Township Manager

If to the Township of Ohio
1719 Roosevelt Road
Pittsburgh, PA 15237
ATTN: Township Manager

12. This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and supersedes all prior understandings and writing relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties hereto through their proper officers thereunto duly authorized.

13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provision shall not be impaired thereby.

15. In the event that either party breaches this Agreement by failing to perform any obligation hereunder, and fails to cure said breach within ten days after receiving written notice of said breach, the other party may terminate this Agreement by giving written notice of the termination.

16. Ohio represents that it has adopted a Resolution approving the terms and conditions of this Agreement and authorizing its officers to enter into this Agreement,

and Aleppo represents that it has adopted a Resolution approving the terms and conditions of this Agreement and authorizing its officers to enter into this Agreement.

WITNESS the due execution hereof this 18th day of June, 2018.

ATTEST:

John H. Sullivan Jr.

OHIO TOWNSHIP

By: [Signature]
Chairman
Board of Supervisors

ATTEST:

[Signature]

ALEPPO TOWNSHIP

By: [Signature]
President
Board of Commissioners