



BOROUGH OF BRENTWOOD

ORDINANCE NO. 2014-1224

INTERGOVERNMENTAL COOPERATION AGREEMENT WITH BOROUGH OF BALDWIN RE: SHARING OF SERVICES OF BOROUGH OF BRENTWOOD'S RECREATION DEPARTMENT DIRECTOR

"AN ORDINANCE OF THE BOROUGH OF BRENTWOOD, ALLEGHENY COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH OF BRENTWOOD TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE BOROUGH OF BALDWIN FOR THE SHARING OF THE SERVICES OF THE BOROUGH OF BRENTWOOD'S RECREATION DEPARTMENT DIRECTOR."

WHEREAS, the Borough of Brentwood is a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, including but not limited to the Borough Code and the Intergovernmental Cooperation Act; and

WHEREAS, the Legislature of the Commonwealth of Pennsylvania vests the Borough of Brentwood with the power and authority to make and adopt all such ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth, as is expedient or necessary for the proper management, care and control of, *inter alia*, the Borough's finances, the maintenance of peace, good government, health, safety and welfare of the Borough, its trade, commerce and manufacturers; and;

WHEREAS, Section 2305 of the Intergovernmental Cooperation Act provides that a local government may enter into intergovernmental cooperation with or delegate any functions, powers or responsibilities to another governmental unit or local government upon the passage of an ordinance by its governing body; and

WHEREAS, the Borough of Brentwood desires to enter into an Intergovernmental Cooperation Agreement with the Borough of Baldwin for the sharing of the services for the position of Recreation Department Director; and

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the Borough of Brentwood and it is hereby ordained and enacted by the authority of the same as follows:

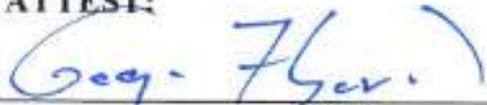
SECTION 1. The Borough of Brentwood is authorized to enter into an Intergovernmental Cooperation Agreement with the Borough of Baldwin in accordance with the Intergovernmental Cooperation Act for the sharing of the services of the position of Recreation Department Director, which is adopted by reference with the same effect as if it had been set out verbatim in this section and a copy of which shall be filed with the minutes of the meeting at which this Ordinance is adopted.

SECTION 2. If any provision of this Ordinance is found by a Court of competent jurisdiction or other authority to be unconstitutional, illegal, void, invalid or otherwise unenforceable, for any reason, then the remaining provisions of this ordinance shall remain in full force and effect as though said invalid, unenforceable, unconstitutional, illegal or void provision had not been included herein.

SECTION 3. Any ordinance or resolution in conflict herewith, are hereby repealed to the extended of said conflict

ORDAINED AND ENACTED THIS 26TH DAY OF MAY 2014 BY THE BOROUGH COUNCIL OF THE BOROUGH OF BRENTWOOD.

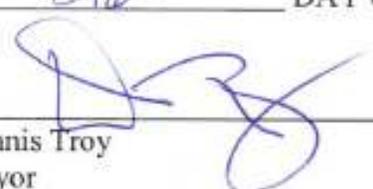
ATTEST:


George Zboyovsky, P.E.
Borough Manager

BOROUGH OF BRENTWOOD


Marty Vickless
President of Council

EXAMINED AND APPROVED BY ME THIS 26th DAY OF May, 2014.


Dennis Troy
Mayor

APPROVED AS TO FORM


Thomas H. Ayoub, III, Esquire
Borough Solicitor

Intergovernmental Agreement

This intergovernmental cooperation agreement ("Agreement") is made and entered into by and between the **BOROUGH BRENTWOOD and The Borough of Baldwin** (hereinafter referred to where appropriate individually as "Municipality" or "Party" and where appropriate collectively as "Municipalities" or "Parties").

WHEREAS, the **BOROUGH OF BRENTWOOD** is a Pennsylvania municipal corporation with a business address of 3624 Brownsville Road, Pittsburgh, PA 15227; and

WHEREAS, the **BOROUGH OF BALDWIN** is a Pennsylvania municipal corporation with a business address of 3344 Churchview Avenue, Pittsburgh, PA 15227; and

WHEREAS, the Parties to this Agreement desire to cooperate in the *utilization of the BOROUGH OF BRENTWOOD's Recreation Director* for the collective benefit of their respective citizens.

WHEREAS, the Pennsylvania Intergovernmental Cooperation Law, Act 180 of 1972, *as amended by*, Act 177 of 1996, 53 Pa. C.S. § 2301, et. seq. (hereinafter the "Act"), endorses cooperative agreements for provision of public services, performance of government functions, and other government purposes by and between the municipalities of this Commonwealth.

WHEREAS, each Municipality that is a Party to this Agreement has passed an ordinance consistent with the provisions of the Act (53 Pa. C.S. § 2305), and thus, each party is duly authorized to enter into this Agreement.

AND NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Purpose, Objectives, and Organizational Structure:

The BOROUGH OF BRENTWOOD currently employs a Recreation Director and the BOROUGH OF BALDWIN currently does not have a Recreation Director.

Both the BOROUGH OF BRENTWOOD and the BOROUGH OF BALDWIN wish to consolidate their resources and services by utilizing the BOROUGH OF BRENTWOOD'S Recreation Director to provide certain recreation programming for the BOROUGH OF BALDWIN as set forth in Exhibit A.

2. Duration:

This Agreement shall be for the period of January 1, 2014 through December 31, 2014.

3. Resources:

It is understood that BRENTWOOD BOROUGH's Recreation Director will remain as an employee with the BOROUGH OF BRENTWOOD entitling him/her to the BOROUGH OF BRENTWOOD benefits.

The BOROUGH OF BALDWIN shall compensate the BOROUGH OF BRENTWOOD the sum of fifteen thousand (\$15,000.00) dollars to be paid as follows. The BOROUGH OF BALDWIN shall provide an initial installment of \$5,000.00 to the BOROUGH OF BRENTWOOD. The balance of the allocation shall be provided by the BOROUGH OF BALDWIN by May 1st. The BOROUGH OF BALDWIN will provide installment payments beginning June 1st to the BOROUGH OF BRENTWOOD. The amount of the payments shall be commensurate with the accomplishment of the services outlined in EXHIBIT A, as determined by the BOROUGH OF BRENTWOOD. At no time shall the BOROUGH OF BALDWIN be responsible for payments to the BOROUGH OF BRENTWOOD that would exceed the sum of fifteen thousand dollars.

The BOROUGH OF BRENTWOOD shall pay the BOROUGH's Recreation Director's annual salary of thirty-three thousand (\$33,000) dollars. In addition, the BOROUGH OF BRENTWOOD shall be responsible for all other associated costs and fringe benefits associated with the Recreation Director's employment with the BOROUGH OF BRENTWOOD.

The BOROUGH OF BRENTWOOD shall be responsible for payout of any retirement or leave benefits, in accordance with the BOROUGH OF BRENTWOOD policies, should the Recreation Director elect to retire or terminate employment.

The main office of the Recreation Director shall be located in the BOROUGH OF BRENTWOOD, 3624 Brownsville Road, Brentwood, PA 15227.

The BOROUGH OF BRENTWOOD and BOROUGH OF BALDWIN agree to cooperate in the evaluation of personnel performance components related to the shared position. Either party may request of the other party to provide in a timely fashion, any information it deems necessary to accomplish this evaluation.

The Recreation Director shall fall under the immediate supervision of the BOROUGH OF BRENTWOOD Manager. All duties and tasks associated with the BOROUGH OF BALDWIN shall be those stated in Exhibit A. If there are any additional duties or tasks that should arise throughout the course of this agreement, then said duties or tasks shall be discussed and this Agreement Amended.

Equipment and Supplies and associated costs needed to accomplish a duty or task for the BOROUGH OF BALDWIN shall be submitted to the BOROUGH OF BALDWIN for purchasing.

Any fees for Recreation Programing that are developed for each party shall be approved by that party's governing Board. However, it is understood that each party's residents shall be entitled to the "RESIDENT RATE/FEE" of the respective community. This shall include but not be limited to the following:

BOROUGH OF BRENTWOOD:

1. Ball Field Permits
2. Dek Hockey Permits
3. Facility Permits (Civic Center, Community Room, Borough Building Hall)
4. Recreation Programming Fees
5. Swimming Pool

BOROUGH OF BALDWIN

1. Recreation Programming Fees
2. Swimming Pool Fees and Seasonal Passes

All fees collected by the associated Party shall be solely retained by that party.

4. Insurance: It is agreed that the Borough of Brentwood Recreation Department Director will be covered under the Borough of Brentwood's liability insurance coverage and workers' compensation coverage for all aspects of the services rendered to the Borough of Brentwood encompassed in this Agreement. It is further agreed that the Borough of Brentwood Recreation Department Director will be covered under the Borough of Baldwin's liability and workers' compensation coverage for all aspects of the services rendered to the Borough of Baldwin encompassed in this Agreement.

5. Immunity and Indemnity: It is agreed by both parties that neither assumes any liability for the acts, omissions, and negligence of the other. Both parties shall indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from the performance of their respective operations under this Agreement.

6. Termination of Agreement: The Parties agree that a Municipality that is a Party to this Agreement may withdraw at any time from this Agreement by giving **SIXTY (60)** day written notice to every other Party consistent with the provisions of this Agreement.

7. Notice: Any and all notices required between the Parties to this Agreement shall be deemed to have been duly given when said notice is either hand-delivered or mailed by United States Certified Mail, Return Receipt Requested, to the administrative office address of record set forth at the outset of this Agreement. Any Party may change its address of record by written notice of said change to all other Parties.

8. Exhibits: The following documents are attached hereto as exhibits, and are incorporated herein by reference:

Exhibit A: - DESCRIPTION OF SERVICES TO BE PROVIDED

The BOROUGH OF BALDWIN anticipates receiving the following services/programs from the BOROUGH OF BRENTWOOD as a result of this partnership;

- Borough of Baldwin residents are eligible to participate through a registration process in all fee for service Recreation Programs offered through the Borough of Brentwood Recreation Department. The fee for such program participation shall be the same for Baldwin residents and Brentwood residents.
- A minimum of six (6) recreation programs shall be coordinated, scheduled and available for public registration within the geographical boundaries of the Borough of Baldwin. The Borough of Baldwin agrees to provide access to Borough facilities, parks and other relevant equipment, at no charge, to aid in the coordination of the program offerings. All other program coordination activities shall be the responsibility of the Borough of Brentwood to carry out.
- In addition, the Borough of Baldwin will reciprocate the offering of “Resident” rates to Borough of Brentwood residents for daily admission and season passes to the Baldwin Swimming Pool.

Both municipalities agree that the marketing, promotion and advertising for the Recreation Services described in this agreement shall include both Borough’s logo and name to encourage participants by Baldwin and Brentwood residents.

9. Entire Agreement: This Agreement, along with the Exhibits incorporated herein by reference, comprise the entire agreement between the Parties related to the subject matter of this Agreement, and supersedes any prior agreement, oral or written, between the Parties on the subject matter hereof.
10. Amendment: This Agreement may only be amended in writing, by duly authorized representatives of the Parties, and approved by official action of the Municipalities.
11. Non-Assignment and Non-Delegation: No Party may assign any rights or benefits, or delegate any duties or obligations, that are set forth in this Agreement.
12. Severability: If any provision of this Agreement is determined to be legally invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Agreement, and this Agreement shall continue to the full extent possible.
13. Dispute Resolution and Jurisdiction: Should a dispute arise between the Parties during the performance of this Agreement, the Parties may avail themselves of the dispute resolution tools offered by the Local Government Academy through its *Intergovernmental Consensus and Conflict Resolution* Program. At the Parties' discretion, however, a dispute related to this Agreement may proceed directly through litigation or other legal proceeding. All disputes shall be subject to the sole and exclusive jurisdiction of the Court of Common Pleas of Allegheny County, subject to the right of appeal.
14. Non-Waiver: Failure by a Party to declare a breach of this Agreement for default of its terms does not constitute a waiver of any ongoing or subsequent breach or any other right under this Agreement.
15. Governing Law: This Agreement, and all rights and obligations of the Parties hereto, are governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
16. Official Action Required: Pursuant to the Act (53 Pa. C.S. § 2305), each Party to this Agreement is required to pass an ordinance authorizing the terms and execution of this Agreement.
17. Authority: The signatories below are duly authorized to enter into this Agreement as the representative of the respective Parties to this Agreement as follows:
- Brentwood Borough, Ordinance No. ____ passed at a meeting of its Council on [date] .*
- Baldwin Borough, Ordinance No. _____ passed at a meeting of its Council on [date] .*
18. Effective Date: This Agreement is effective retroactively to January 1, 2014..
19. Inurement: This Agreement shall be binding upon and inure to the benefit of all successors in interest to the Parties hereto.
20. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.