

BOROUGH OF CALIFORNIA  
COUNTY OF WASHINGTON  
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 557

**AN ORDINANCE OF THE BOROUGH OF CALIFORNIA, WASHINGTON COUNTY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE COUNCIL OF THE BOROUGH OF CALIFORNIA TO ENTER INTO AN INTERMUNICIPAL AGREEMENT WITH THE BOROUGH OF LONG BRANCH FOR THE PURPOSES OF POLICE PROTECTION UNDER THE AUTHORITY OF THE INTERGOVERNMENTAL COOPERATION ACT FOR THE YEARS OF 2017, 2018 AND 2019; REPEALING INCONSISTENT ORDINANCES AND/OR PORTIONS OF INCONSISTENT ORDINANCES; INCLUDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Borough of California and the Borough of Long Branch previously negotiated an agreement for the Borough of California to provide police services to the Borough of Long Branch pursuant to the terms and conditions of a Police Service Agreement for 2013; and

WHEREAS, Borough Council of the Borough of California adopted Ordinance No. 536 on February 14, 2013 to authorize/ratify Council's entering into the Police Service Agreement for 2013; and

WHEREAS, the Borough of California and the Borough of Long Branch operated under the Police Service Agreement for 2013 and both parties found said Agreement to be mutually beneficial; and

WHEREAS, the Borough of California and the Borough of Long Branch then negotiated a successor Police Service Agreement for the years of 2014, 2015, and 2016.

WHEREAS, Borough Council of the Borough of California adopted Ordinance No. 540 on December 12, 2013 to authorize Council's entering into the Police Service Agreement for 2014, 2015, and 2016; and

WHEREAS, the Borough of California and the Borough of Long Branch operated under the Police Service Agreement for 2014, 2015, and 2016 and both parties found said Agreement to be mutually beneficial; and

WHEREAS, the Borough of California and the Borough of Long Branch have now negotiated a successor Police Service Agreement for the years of 2017, 2018, and 2019. Said Police Service Agreement is attached to this instant Ordinance; and

WHEREAS, the Borough Council of California believes that entering into the proposed, successor Police Service Agreement is in the best interest of its residents and is passing this

instant Ordinance to authorize Council to enter into said, attached agreement, so as to be in accordance with and in compliance with the Intergovernmental Cooperation Act.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of California, County of Washington, Commonwealth of Pennsylvania, and by this Ordinance it is hereby ordained and enacted as follows:

**SECTION 1. LEGISLATIVE INTENT.**

The background of this Ordinance and the legislative intention of the Council of the Borough of California in enacting the aforesaid are as follows:

A. The Borough of California and the Borough of Long Branch are boroughs organized and existing under the Borough Code.

B. The General Assembly of the Commonwealth of Pennsylvania has provided for intergovernmental cooperation in the performance of governmental functions and powers pursuant to 53 Pa.C.S.A. § 2301, et seq., and any amendments thereto, otherwise known as the Intergovernmental Cooperation Act.

C. Said Act authorizes two or more local governments in the Commonwealth of Pennsylvania to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as both municipalities adopt an ordinance so providing.

D. California Borough Council determined that it is in the best interest of the Borough of California to enter into the agreement with the Borough of Long Branch to provide police services to the Borough of Long Branch as specifically detailed in the attached agreement.

E. By enacting this instant Ordinance, California Borough Council is authorizing entering into the attached agreement so as to be in accordance with and in compliance with the Intergovernmental Cooperation Act.

**SECTION 2. INTERMUNICIPAL AGREEMENT.**

All terms and conditions of the intermunicipal agreement attached hereto as Exhibit "A" are hereby incorporated herein by reference.

**SECTION 3. DURATION.**

The duration of the aforesaid agreement is set forth in Exhibit "A" and is incorporated herein by reference.

**SECTION 4. PURPOSE.**

The purpose of the aforesaid agreement is to provide police protection by the Borough of California to the residents of the Borough of Long Branch as set forth therein.

**SECTION 5. SAVINGS CLAUSE.**

Should any section, provision or other part of this Ordinance be found to be illegal, unenforceable or void, such shall not affect the remainder hereof, which shall remain fully binding, valid and enforceable, and such section, provision or other part shall be modified to the extent necessary to so conform to the law.

The Borough Council of the Borough of California hereby declares its intention that should any section, provision or other part of this Ordinance be found to be illegal, unenforceable or void, it would have made the foregoing Ordinance without such part or with such part so modified so as to conform to the law.

**SECTION 6. REPEAL OF PRIOR ORDINANCES.**

Any and all prior Ordinances or portions of prior Ordinances that are in conflict with this Ordinance are hereby repealed to the extent of such conflict. The remaining prior Ordinances and portions of prior Ordinances, not modified herein, shall remain the same.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall become effective as provided by law.

DULY presented and adopted at a meeting of the Borough Council of the Borough of California, Washington County, Commonwealth of Pennsylvania, this 8<sup>th</sup> day of December, 2016.

ATTEST:

BOROUGH OF CALIFORNIA

*Shelley G. ...*  
Borough Secretary

By: *Patricia J. ...*  
President of Council

EXAMINED AND APPROVED by me this 8<sup>th</sup> day of December, 2016.

BOROUGH OF CALIFORNIA

By: *[Signature]*  
Mayor

**POLICE SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

**BY AND BETWEEN**

**CALIFORNIA BOROUGH**, a municipal corporation, situated in Washington County, Pennsylvania, with an address of 225 Third Street, California, Pennsylvania 15419, thereby organized and existing under laws of the Commonwealth of Pennsylvania, hereinafter referred to as "California Borough."

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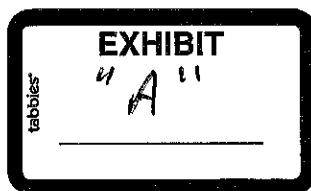
**LONG BRANCH BOROUGH**, a municipal corporation, situated in Washington County, Pennsylvania, with an address of 440 Mt. Tabor Road, Coal Center, Pennsylvania 15423, thereby organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Long Branch Borough."

**WHEREAS**, Long Branch Borough does not have a police force and desires to improve police protection for its residents and businesses; and

**WHEREAS**, California Borough has a police force which has the capability to extend law enforcement protection to Long Branch Borough; and

**WHEREAS**, California Borough provided police services to Long Branch Borough for the years 2013 through 2016; and

**WHEREAS**, California Borough and Long Branch Borough desire to enter into another police service agreement for the years of 2017, 2018 and 2019, whereby California Borough agrees to provide service to Long Branch Borough on a contractual basis.



NOW, THEREFORE, the parties hereto, with intent to be legally bound, do hereby agree, covenant and represent as follows:

**SECTION 1: TERM OF AGREEMENT.**

California Borough agrees to provide police protection to Long Branch Borough for a period of three (3) years commencing on January 1, 2017 and ending on December 31, 2019. The parties have the option to negotiate a new successor agreement at the conclusion of the year 2019. The parties shall begin negotiations within ninety (90) days of the expiration thereof. Both parties are to indicate in writing to each other their respective intent to renegotiate the contract no later than September 30, 2019. Long Branch Borough and California Borough have the right to terminate this agreement during the aforementioned term by providing thirty (30) days written notice to the other party.

**SECTION 2: POLICE SERVICES.**

California Borough shall provide police services, which shall include but not be limited to answering calls for service while a police officer is on duty, general traffic control, traffic control at bus stops, and responses to complaints within Long Branch Borough for a total of twelve (12) to fourteen (14) hours per week. In addition, the California Borough Police shall respond to all police assistance requests from residents and businesses in Long Branch Borough while an officer is on duty.

California Borough will provide Long Branch Borough with two (2) tours per day during the life of this agreement. Specific requests for traffic control/surveillance or any other additional service provided by the California Borough Police Department on any particular day will represent one (1) patrol tour to Long Branch Borough for the day in which such service is provided. Trips to Long Branch Borough for the sole purpose of conducting an investigation will

also count as a patrol tour. California Borough shall respond to ordinance violations only upon receipt of a complaint from the President of the Council and/or Mayor. It shall be the duty of the California Borough Police to apprise the Borough Code Enforcement Officer concerning any observable Borough ordinance violations and those circumstances where the authority to enforce the same is solely within the purview of the Borough Code Enforcement Officer.

The scheduling of the police tours shall be discussed between Long Branch Borough and California Borough with Long Branch Borough giving approval to the scheduling thereof. However, final scheduling of said tours is at the sole discretion of California Borough. The officials and management of California Borough shall be responsible for scheduling of officers of the California Borough Police Department. Concerns by Long Branch Borough officials regarding patrols and scheduling shall be directed to the Mayor of Long Branch Borough and/or President of Council, who shall then address these concerns with the Mayor of California Borough, President of Council, and the Chief of Police of the California Borough Police Department. The patrol tours will be conducted at varying times of the day as agreed to by the parties hereto. The patrol tours shall be solely within Long Branch Borough jurisdiction and shall not include time spent traveling to and from the Borough.

Any other requested services beyond the above stated twelve (12) to fourteen (14) hours per week shall be compensated at a rate of Twenty (\$20.00) Dollars per hour.

**SECTION 3: PRIMARY POLICE RESPONSIBILITY.**

California Borough shall have primary responsibility for the enforcement of the Vehicle Code, the Crimes Code, the Drug, Device and Cosmetic Act and all other crimes not specifically set forth herein. California Borough shall also respond to and investigate all vehicular accidents that may occur while an officer is on duty in Long Branch Borough.

**SECTION 4: MONTHLY ACTIVITY REPORT.**

The Chief of Police of California Borough Police Department shall provide Long Branch Borough with a written report, in summary form, on police activity which shall include a list of citations issued and other pertinent information therein within Long Branch Borough for the prior month, to be submitted to Long Branch Borough before the tenth (10<sup>th</sup>) of each month.

**SECTION 5: PAYMENT FOR SERVICES.**

The parties agree that Long Branch Borough shall pay to the California Borough for the aforementioned police services in the following manner:

Beginning January 1, 2017, through December 31, 2019 Long Branch Borough shall pay to the California Borough the following sums:

1. Year 2017- The sum of Eighteen Hundred Thirty (\$1,830.00) Dollars per month payable on a monthly basis.
2. Year 2018- The sum of Eighteen Hundred Thirty (\$1,830.00) Dollars per month payable on a monthly basis.
3. Year 2019- The sum of Eighteen Hundred Thirty (\$1,830.00) Dollars per month payable on a monthly basis.

Long Branch Borough shall prepay California Borough for services to be rendered for the upcoming month based upon the aforesaid calculations. Any time services rendered in excess of the twelve (12) to fourteen (14) hours per week shall be invoiced to Long Branch Borough with Long Branch Borough making payment in the next succeeding month.

If additional services are requested or are reasonably necessary as defined in Section 2 herein, an invoice shall be generated by California Borough and forwarded to Long Branch Borough at the end of each month and payment shall be expected within thirty (30) days of

receipt thereof. If an Invoice for additional services remain outstanding for over thirty (30) days of receipt, the Borough reserves the right to refuse to perform any additional services until any and all outstanding invoices for additional services are paid.

**SECTION 6: APPORTIONMENT OF FINES.**

In addition to the payment for service set forth in Section 5 above, Long Branch Borough agrees that all fines generated by California Borough Police and received by Long Branch Borough shall be distributed to California Borough. Long Branch Borough shall not be responsible for any services rendered for prosecuting citations and other court matters before the Office of Magisterial District Judge and the Washington County Court of Common Pleas. It is the intent of this agreement that the fines received by California Borough Police shall be the payment for the time spent by individual police officers in prosecuting the aforesaid matters.

Notwithstanding the foregoing paragraph, the parties hereto acknowledge that the fines generated by traffic citations are not adequate to cover California Borough's Cost to prosecute the same. Long Branch Borough agrees to pay California Borough the difference between the total amount of the fine and the total hours spent prosecuting the same at the rate of Twenty Dollars (\$20.00) per hour. Said difference will be itemized and included in California Borough's monthly invoice for additional services provided to Long Branch Borough.

If the assigned officer on the eight (8) hour shift is attending a magisterial hearing, the California Borough Police will arrange for calls to be answered on a call-by-call basis. Based on the severity of the call, assistance will be rendered, if necessary, by California Borough Police and/or other available police agency.



**SECTION 7: ADMINISTRATIVE SERVICES.**

California Borough agrees to maintain the normal insurance covering police officers, including Worker's Compensation Insurance and Liability Insurance, covering its service being rendered to Long Branch Borough and shall upon request of Long Branch Borough shall provide copies of the same to Long Branch Borough. Long Branch Borough shall be named as an additional insured on all insurance policies owned by California Borough regarding services provided herein and as more specifically required in this Agreement. The police officers being used for services rendered herein within Long Branch Borough shall remain employees of California Borough and said California Borough shall be responsible for all payrolls, payroll deduction expenses and any other related expenses for said police officers.

Notwithstanding the foregoing paragraph, California Borough shall be named as an additional insured on Long Branch Borough's general liability insurance policy, so as to protect California Borough in the event that an act, error and/or omission by a Long Branch official and/or employee regarding the services provided herein could harm California Borough.

**SECTION 8: INDEMNIFICATION/HOLD HARMLESS.**

California Borough agrees to indemnify and hold harmless Long Branch Borough in the event of any and all criminal or civil litigation that may result from the acts, errors and/or omissions of its officers whether intentional, reckless or negligent acts in the performance of their job duties. California Borough further agrees to pay its own litigation expenses in the event of any litigation arising from the performance of police services in Long Branch Borough.

Notwithstanding the foregoing paragraph, Long Branch Borough agrees to indemnify and hold harmless California Borough in the event of any and all criminal or civil litigation arising from the performance of this Agreement that may result from the acts, errors, and/or omissions

of Long Branch Borough officials and/or employees whether intentional, reckless or negligent acts whether in the performance of the official functions or job duties. Further, Long Branch Borough agrees to indemnify and hold harmless California Borough in the event of any and all criminal or civil litigation that may result from the acts, errors and/or omissions of California Borough Police Officers that occurs as a result of reliance on incorrect information given to said officers by Long Branch Borough officials and/or employees whether the providing of said incorrect information was done unintentionally, recklessly and/or negligently in the performance of the official functions or job duties. Under the events enumerated within this paragraph, Long Branch Borough agrees to pay both its own litigation expenses and the litigation expenses of California Borough in the event of any litigation arising from the performance of police services by California Borough in Long Branch Borough.

**SECTION 9: TERMINATION OF AGREEMENT.**

This agreement shall expire December 31, 2019.

Long Branch Borough and California Borough have the right to terminate this agreement during the term thereof by providing the other Borough thirty (30) days written notice thereof.

**SECTION 10: VENUE.**

Venue for any litigation involving this agreement shall lie in Washington County Court of Common Pleas.

**SECTION 11: ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations, and discussions of the parties, whether oral or written, and there are no representations or other agreements between the parties in connection with the subject matter hereof except as

specifically set forth in this Agreement. No amendment, modification, waiver, or termination of this Agreement shall be binding unless executed in writing and signed by the party to be bound thereby.

**SECTION 12: SEVERABILITY.**

If any one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction such provision shall be modified so that it shall be enforceable to the greatest extent possible.

This Police Service Agreement is made under and by virtue of ordinance of California Borough, Washington County, Pennsylvania, and by ordinance of the Council of Long Branch Borough, Washington County, Pennsylvania, and dated \_\_\_\_\_, 2016, and \_\_\_\_\_, 2016, respectively.

**IN WITNESS WHEREOF**, the parties hereto have caused their corporate and official seals to be affixed to this Agreement the day and year first above written.

**ATTEST:**

**CALIFORNIA BOROUGH**

\_\_\_\_\_  
Shirley Evans, Secretary/Treasurer

BY: \_\_\_\_\_  
Patsy Alfano, President

**EXAMINED AND APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
Walter Weld, Jr., Mayor

**ATTEST:**

**LONG BRANCH BOROUGH**

\_\_\_\_\_  
Lisa Gilotty, Secretary/Treasurer

BY: \_\_\_\_\_  
Joseph DeBlassio, III, President

**EXAMINED AND APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
Joseph DeBlassio, Jr., Mayor