

## **INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES**

This INTERGOVERNMENTAL AGREEMENT, by and between the Borough of Tarentum (“Tarentum”) and the Borough of Brackenridge (“Brackenridge”) is for the provision of police protection and related services, as defined in Paragraph 4(b) herein.

**WHEREAS**, Tarentum and Brackenridge agree that an agreement for police protection and related services is beneficial to the residents of Brackenridge; and

**WHEREAS**, Brackenridge desires to contract with Tarentum to provide police protection and related services to Brackenridge and Tarentum desires to provide these services; and

**WHEREAS**, Tarentum and Brackenridge desire to enter into this Agreement to provide for the payment of Brackenridge’s share of police and related services to be provided by Tarentum; and

**WHEREAS**, Tarentum and Brackenridge are authorized, pursuant to 53 Pa. C.S.A. §2301 et. seq., to enter into an Intergovernmental Agreement, which will allow Tarentum and Brackenridge to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, Tarentum and Brackenridge agree as follows:

**1. PURPOSE OF AGREEMENT.**

This Agreement establishes the services, costs, and payments for police protection and related services provided by Tarentum to Brackenridge, in order to protect persons and property.

**2. EFFECTIVE DATE.**

This Agreement shall be effective August 1, 2023 (the “Effective Date”).

**3. REPRESENTATIVE DESIGNATION AND NOTICES.**

The following individuals are hereby designated as the party representative for their respective municipalities for the purpose of coordinating the police protection and related services pursuant to the terms of this Agreement or to receive any notices under this Agreement. All notices shall be served by certified mail, return receipt requested.

**Tarentum Representative**

Borough Manager  
Tarentum Borough  
318 East Second Avenue  
Tarentum, PA 15084

## **Brackenridge Representative**

Borough Secretary  
Brackenridge Borough  
1000 Brackenridge Avenue  
Brackenridge, PA 15014

### **4. SERVICES TO BE PROVIDED BY TARENTUM.**

a. Tarentum shall provide police protection and related services to Brackenridge in accordance with (1) the Tarentum Police Department's standard operating procedures; (2) the Tarentum Police Department's equipment, operating budget, and personnel; and (3) applicable laws and regulations. Tarentum reserves the right to change or modify the Tarentum Police Department's standard operating guidelines.

b. The police protection and related services to be provided by Tarentum to Brackenridge shall include, but not be limited to the following:

- i. Emergency response.
- ii. Routine patrolling.
- iii. Criminal investigations.
- iv. Traffic enforcement.
- v. Community outreach.
- vi. Law enforcement education activities, including participation in Brackenridge community events including, but not limited to, community days, parades, public safety meetings, etc.
- vii. Presence, approximately monthly, at public meetings as may be necessary to address public safety or other police department issues. The parties agree that Tarentum shall make good faith efforts to have a representative in attendance at these meetings on a monthly basis but further acknowledge and agree that circumstances beyond the control of either party may prevent attendance on any given month. In that event, a Tarentum representative shall endeavor to attend the next monthly meeting.
- viii. Completion of monthly activity reports to Brackenridge Council.

c. Tarentum shall direct and control police protection and related services provided by the Tarentum Police Department. Tarentum shall, consistent with the intent of the parties hereto, provide police protection and coverage to the residents, property owners, and visitors of Brackenridge which shall be substantively similar to that which is provided to the residents,

property owners, and visitors of Tarentum, and that adequate police coverage shall be provided to both municipalities.

d. Tarentum shall include in its annual budget necessary funds to provide services under this Agreement.

e. The parties shall each designate one (1) individual who will meet periodically to address issues or concerns regarding the services provided by Tarentum to Brackenridge under this Agreement and to ensure the parties continue to cooperate to provide high quality service in the most efficient manner possible.

f. Tarentum shall provide quarterly reports to Brackenridge's Borough Secretary detailing all complaints received by Tarentum from Brackenridge residents in regard to the police protection and related services to be provided by Tarentum to Brackenridge under this Agreement. The reports shall also include a description of Tarentum's response to any complaints. To the extent any complaint requires attention prior to Tarentum's submission of a quarterly report to Brackenridge, the complaint will be discussed and addressed between Tarentum's Borough Manager and Brackenridge's Borough Secretary.

g. Management and control of the Tarentum Police Department's operations will remain exclusively with Tarentum. The above-referenced services provided to Brackenridge will be equivalent to those provided to other persons and property in Tarentum. Tarentum shall furnish staff, supervision, equipment, and supplies necessary to maintain the level of services outlined in this Section.

## **5. EMPLOYMENT OF BRACKENRIDGE POLICE OFFICERS BY TARENTUM.**

a. On the Effective Date, three (3) police officers employed by Brackenridge (the "Brackenridge Police Officer(s)"), who have met the minimum qualifications set by Tarentum, will become employees of Tarentum and the Tarentum Police Department. The Brackenridge Police Officers will be integrated into the Tarentum Police Department, and will be members of the bargaining unit of employees represented by the Tarentum Borough Police Wage and Policy Committee (the "Union"). The initial assignment of the Brackenridge Police Officers will be covered by the Memorandum of Understanding dated August 1, 2023 between Tarentum and the Union, attached hereto as Appendix "A", (hereinafter the "Tarentum/Wage and Policy Committee Agreement").

b. All Brackenridge Police Officers shall enter the Tarentum Police Department subject to the terms and conditions of the Tarentum/Wage and Policy Committee Agreement, as well as the applicable Collective Bargaining Agreement between the Union and Tarentum, attached hereto as Appendix "B".

c. Brackenridge Police Officers shall be entitled to participate in all benefit plans afforded by the Tarentum Police Department to its police officers pursuant to the Borough Code, the Borough of Tarentum Police Pension Plan, and any collective bargaining agreement between Tarentum and the Union.

d. In the event any Brackenridge Police Officers elect to receive pension benefits from Brackenridge prior to the Effective Date, he or she will be required to proceed through normal hiring procedures in order to be considered for employment by the Tarentum Police Department.

e. Tarentum shall be responsible for the payment of salary and benefits to the Brackenridge Police Officers employed by Tarentum beginning as of the Effective Date.

f. Brackenridge represents that it has entered into a memorandum of understanding with the labor association representing the Brackenridge Police Officers regarding the right of Brackenridge to subcontract work related to police protection services normally performed by the Brackenridge Police Officers for Brackenridge. This Memorandum of Understanding is attached hereto as Appendix "C". Brackenridge agrees to indemnify Tarentum in any action brought by the Borough of Brackenridge Police related to improper subcontracting or diversion of bargaining unit work.

## **6. PENSION PARTICIPATION BY BRACKENRIDGE POLICE OFFICERS.**

As of the Effective Date, the Brackenridge Police Officers shall be eligible to participate in the Borough of Tarentum Police Pension Plan, as follows:

a. As provided in the Tarentum/Wage and Policy Committee Agreement and the Municipal Police Pension Law (Act 600), 53 P.S. §770, each Brackenridge Police Officer shall be permitted to transfer service credit for the purposes of calculating his or her pension benefit under the Borough of Tarentum Police Pension Plan. Each eligible Brackenridge Police Officer, defined as an active Brackenridge Police Officer employed by Brackenridge on or after January 1, 1995 and having been employed by Brackenridge for at least six (6) months prior to the effective date of the Intergovernmental Agreement between Tarentum and Brackenridge, shall be permitted to transfer service credits in an amount equal to the total time spent by the Brackenridge Police Officer as a member of the Brackenridge Police Department. By way of example, in the event a Brackenridge Police Officer had accumulated ten (10) years of service as a Brackenridge Police Officer at the time of the Effective Date, said Police Officer would be credited with ten (10) years of prior service credit in the Borough of Tarentum Police Pension Plan. A Brackenridge Police Officer shall not be eligible to purchase any additional prior service credits. Prior service credits are only applicable to participation in the Borough of Tarentum Police Pension Plan by the three (3) Brackenridge Police Officers that become integrated into the Tarentum Police Department pursuant to this Agreement.

b. Each Brackenridge Police Officer will earn one (1) year of service credit for each year he or she is employed by the Tarentum Police Department, in accordance with the terms and conditions of the Borough of Tarentum Police Pension Plan.

c. In the event a Brackenridge Police Officer retires from service or withdraws from service due to disability in less than three (3) years from the Effective Date with eligibility for a pension benefit under the terms of the Borough of Tarentum Police Pension Plan, the calculation of the Police Officer's Final Monthly Average Salary pursuant to Section 1.11 of the Borough of Tarentum Police Pension Plan will be an average of the Police Officer's last thirty six (36) months of earnings, regardless as to whether said earnings were paid by Tarentum subsequent to the Effective Date or by Brackenridge prior to the Effective Date. By way of example, in the event a Brackenridge Police Officer retires eighteen (18) months after the Effective Date, the calculation of his or her average monthly earnings will be based upon the first eighteen (18) months of earnings paid by Tarentum and the last eighteen (18) months of earnings paid by Brackenridge.

d. In the event a Brackenridge Police Officer's employment with Tarentum terminates and the Brackenridge Police Officer is not eligible to receive a monthly benefit (i.e. retirement, disability, etc.) under the Borough of Tarentum Police Pension Plan, the Brackenridge Police Officer will be eligible to receive a refund of his or her retirement contributions. The refund shall be limited to the following:

i. The Brackenridge Police Officer's contributions made while a participant in Brackenridge's retirement plan;

ii. The interest accrued on the Brackenridge Police Officer's contributions earned up to the Effective Date (at the rate specified in Brackenridge's retirement plan); and

iii. The Brackenridge Police Officer's contributions into the Borough of Tarentum Police Pension Plan subsequent to the Effective Date, plus interest earned pursuant to the Borough of Tarentum Police pension Plan terms.

e. All provisions of the Borough of Tarentum Police Pension Plan not inconsistent with the provisions of this Paragraph 6 shall be applicable to each Brackenridge Police Officer's participation in the Borough of Tarentum Police Pension Plan as of the Effective Date.

f. Simultaneous with the execution of this Agreement, Brackenridge shall pay Tarentum the sum of Five Hundred Fifteen Thousand Three Hundred Sixteen Dollars (\$515,316.00) ("Pension Payment"), which amount represents the funding necessary to meet the current actuarial accrued liability for the transfer of the prior service credits of the Brackenridge Police Officers to the Borough of Tarentum Police Pension Plan pursuant to subparagraph (a) of this Paragraph 6 and which sum is calculated utilizing an annual rate of return for the Borough of Tarentum Police Pension Plan of six and three-quarters (6.75%) percent.

g. To assist with the maintenance of the pension plan for the benefit of current retirees and vested former participants, Brackenridge shall be entitled to retain the full amount of its state aid allocation received in 2023, which it shall apply for the benefit of its pension plan(s) in accordance with state law. However, the Parties agree that Tarentum Borough shall be entitled to Five-Twelfths (5/12) of the total state aid received in 2024 based upon service performed by the Brackenridge Police Officer. Brackenridge and Tarentum will cooperate and collaborate to ensure the timely filing of Form AG-385 by the appropriate Party pursuant to the requirements of the Department of the Auditor General's General Municipal Pension State Aid Program such that the maximum amount of state aid available in 2024 might be received. Beginning in 2025, Tarentum Borough shall be entitled to the full state aid received based on the service of Brackenridge Police Officers.

h. The Brackenridge Police Officers shall be entitled to all benefits under the Borough of Tarentum Police Pension Plan and shall be subject to all obligations, i.e. contributions, and restrictions in regard to the Borough of Tarentum Police Pension Plan. In no event shall a Brackenridge Police Officer be entitled to any benefit from the Borough of Tarentum Police Pension Plan in excess of any benefits afforded the current participants in the Borough of Tarentum Police Pension Plan except as may be the result of a uniform change to benefits.

i. Upon becoming employed by Tarentum, Brackenridge Police Officers shall not be entitled to receive any benefits from the Brackenridge retirement plan, and Brackenridge shall have no responsibility for payment of any benefits on behalf of the Brackenridge Police Officers.

j. Tarentum shall pass an ordinance amending the Borough of Tarentum Police Pension Plan to incorporate these provisions.

k. Pursuant to the Municipal Police Pension Law (Act 600), 53 P.S. §770, in the event that Brackenridge re-establishes its Police Department and re-employs the Brackenridge Police Officers, Brackenridge shall be entitled to receive the assets transferred to the Borough of Tarentum Police Pension Fund from Tarentum for each re-employed Brackenridge Police Officer.

l. Pursuant to the Municipal Police Pension Law (Act 600), 53 P.S. §770, in the event that Brackenridge re-establishes its Police Department and re-employs the Brackenridge Police Officers, Brackenridge shall provide for the transfer of service credits earned by the Brackenridge Police Officers while they were employed by Tarentum in an amount equal to the time the Brackenridge Police Officers spent as full-time members of Tarentum's Police Department.

m. The Parties agree that Brackenridge shall retain sole and exclusive responsibility for the maintenance of the Brackenridge Police Pension Plan for the benefit of current retirees and eligible vested participants and former participants in such Plan, including as necessary any and all funding obligations in accordance with its existing responsibilities and applicable law. Tarentum assumes no responsibility under this Intergovernmental Agreement for payment or maintenance of any pension benefit for any Brackenridge Police Pension Plan participant or former participant, other

than for the Brackenridge Police Officers who shall become participants in the Borough of Tarentum Police Pension Plan pursuant to this Agreement. Brackenridge agrees to indemnify Tarentum and hold it harmless for any claim brought by any participant or former participant in the Brackenridge Police Pension Plan for any pension plan benefit, other than a claim brought by a Brackenridge Police Officer for a benefit under the Borough of Tarentum Police Pension Plan, in accordance with this Agreement and the terms and conditions of the Plan.

7. **COST OF SERVICES AND PAYMENTS.**

a. In consideration of the services provided pursuant to this Agreement, Brackenridge shall pay Tarentum a fixed amount on a monthly basis per the provisions of this Section. The first payment shall be due no later than August 31, 2023, with subsequent payments due the last business day of each subsequent month. Each such payment shall be equal to One-Twelfth (1/12) of the annual Cost of Service as determined herein.

b. The Cost of Service, as set forth herein, is predicated on wages and benefits currently provided under the current labor agreement between Tarentum and the Union. To the extent any future labor agreements between Tarentum and the Union provide for an increase in the wages or benefits to members of the Union, including the Brackenridge Police Officers, then the Cost of Service shall be increased accordingly.

c. The annual Costs of Service shall be calculated as the sum of the following:

(i) **Per Officer Cost.** By November 30 of each calendar year, Tarentum will provide an annual estimate to Brackenridge as to the cost per officer for the following year, determined by dividing the total Tarentum Borough Police Department budget for the following year by the number of officers, inclusive of the Chief of Police, at the time of the estimate. Initially, the Costs of Service shall be comprised of the annual cost for three (3) officers as determined by this formula. In 2023, and for example, the estimated annual cost per officer is One Hundred Forty Two Thousand Two Hundred Seven Dollars and Thirty Six Cents (\$142,207.36), and therefore the annual cost for three (3) officers is Four Hundred Twenty Six Thousand Six Hundred Twenty Two Dollars and Eight Cents (\$426,622.08).

Effective January 1, 2025, or sooner if the Chief of Police of the Tarentum Police Department deems it necessary for officer safety and/or the efficient operations of the Tarentum Police Department to increase the total complement of the Department, inclusive of the Chief of Police, to fourteen (14) or above, the Costs of Service shall be comprised of the annual cost for four (4) officers as determined by the same formula.

(ii) **Administrative Fee.** Additionally, Brackenridge shall be responsible for the payment of an administrative fee for services rendered by Tarentum in the amount of seven percent (7%) of the total annual per officer cost as calculated above. In 2023, and for

example, the administrative cost will be Twenty-Nine Thousand Eight Hundred Sixty Three Dollars and Fifty-Five Cents (\$29,863.55), calculated as seven percent (7%) of Four Hundred Twenty Six Thousand Six Hundred Twenty Two Dollars and Eight Cents (\$426,622.08).

d. Startup/Transfer Costs. Brackenridge shall be responsible for paying Tarentum a one-time fee of Five Thousand Dollars (\$5,000) for startup costs, with approximately One Thousand Dollars (\$1,000) being allocated to the costs of new badges and uniforms, Two Thousand Dollars (\$2,000) being allocated to the cost of digital ticketing for cars and Two Thousand Dollars (\$2,000) being allocated to the cost of new taser batteries.

e. In the event of an annual increase or decrease of greater than 20% in the total Tarentum Borough Police Department budget, the representatives designated in Section Three of the instant Agreement shall meet to discuss the reasons for the increase or decrease. Nothing in this section shall be construed as giving Brackenridge the right to determine the appropriate budget, nor as limiting Tarentum's right to determine the Costs of Service or its budget in any given year.

## **8. BRACKENRIDGE POLICE DEPARTMENT VEHICLES AND EQUIPMENT.**

As of the Effective Date, all vehicles and equipment owned by the Brackenridge Police Department and listed on Appendix "D" hereto shall be transferred to the Tarentum Police Department. Tarentum shall assume ownership and responsibility for all such vehicles and/or equipment.

## **9. TERM OF AGREEMENT, TERMINATION OF AGREEMENT AND RETURN OF ASSETS.**

a. This Agreement shall continue in effect through December 31, 2028, unless terminated earlier as provided herein. After the initial five (5) year term, and unless amended by the parties, this Agreement shall automatically renew under the same terms and conditions for a one (1) year term thereafter as further described in subparagraph (d) in this Section 9, unless terminated as provided herein.

b. In the event of a material breach of this Agreement other than for failure to make the Cost of Service payment, Tarentum and Brackenridge shall, unless Tarentum and Brackenridge mutually agree otherwise, continue to perform their respective obligations under this Agreement for a minimum of six (6) months after notice of the material breach (the "Wind-Up Period"). In the event the material breach involves Brackenridge's failure to make the Cost of Service payment, Tarentum shall provide a written Notice of Default to Brackenridge. The Notice of Default shall grant Brackenridge the right to cure the default within a period of thirty (30) days. In the event the default is not cured within thirty (30) days of the Notice of Default, the Wind-Up Period shall be ninety (90) days from the expiration of the thirty (30) day period. During the Wind-Up Period, whether it be the six (6) month period or the ninety (90) day period, Tarentum and Brackenridge



shall coordinate their efforts to prepare for the transition to other methods of providing police services to Brackenridge. Brackenridge shall be responsible for all Cost of Service payments required herein until the conclusion of the Wind-Up Period, unless the material breach involves Tarentum's failure to continue to provide services.

A material breach of the Agreement may include, but may not be limited to, Tarentum's failure to provide the services identified in Sections 4(b) or 4(c) of the Agreement to Brackenridge. In order for either party to terminate this Agreement for a material breach of same, the non-breaching party shall deliver a notice to the alleged breaching party's representative identifying the sections of the Agreement that the alleged breaching party has allegedly breached and identifying the specific facts in support of the claim that a breach has occurred. The alleged breaching party shall be given sixty (60) days to rectify the alleged breach. If the alleged breaching party has failed to rectify the alleged breach of the Agreement, the non-breaching party may terminate the Agreement following the Wind-Up Period.

c. Tarentum and Brackenridge acknowledge that in entering into this Agreement, significant financial and personnel resources have been expended. Therefore, neither Tarentum and Brackenridge may terminate this Agreement within the initial term except for a material breach of this Agreement which the breaching party fails to cure within a reasonable amount of time after receiving written notice from the non-breaching party. Tarentum and Brackenridge's intent by this section is to provide both service stability to Brackenridge citizens and job security to Brackenridge Police Officers.

d. In addition to terminating this Agreement for a material breach, either party may terminate this Agreement effective December 31, 2028 by providing the other party with at least nine (9) months written notice of its intent to terminate. In the event this Agreement is renewed as provided for in paragraph (a) of this Section 10, the effective termination date will in every instance of renewal be December 31st of the last year of the renewal term, subject to the same nine (9) month notice requirement.

e. In the event that the parties mutually agree to terminate this Agreement, each party shall bear its own costs associated with the termination.

f. The above-referenced time periods shall be waived if both Tarentum and Brackenridge are parties to the formation of a regional police department.

g. Tarentum and Brackenridge have an affirmative duty to mitigate their respective costs of termination, irrespective of the party who elects to terminate this Agreement and irrespective of the party who must bear the costs of termination.

## **10. MODIFICATION.**

This instrument constitutes the entire agreement between the parties herein and supersedes all prior agreements. No modification or addendums shall be valid unless evidenced in writing, properly agreed to and signed by both parties, which shall then become a part of this agreement. Notwithstanding the foregoing, the Parties agree to work together in good faith to effectuate the intent of this agreement including, as necessary, by reopening or amending the agreement as necessary to best effectuate the intent thereof.

#### **11. INDEMNIFICATION AND HOLD HARMLESS.**

a. Tarentum agrees to protect, defend, indemnify and hold harmless Brackenridge, its officers, elected officials, agents and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any negligent act or omission of Tarentum, its directors, officials, officers, employees, agents, or volunteers arising out of or in connection with the activities of Tarentum under and pursuant to this Agreement.

b. Brackenridge agrees to protect, defend, indemnify and hold harmless Tarentum, its officers, elected officials, agents and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards costs and expenses (including attorneys' fees and disbursements) related to any liability due any Brackenridge Police Officer, including, but not limited to, claims for wages, benefits, workers compensation, disability or retirement benefits accruing to any Brackenridge Police Officer prior to the Effective Date, any liabilities under Brackenridge's retirement plan and any act or omission of the Brackenridge Police Department or any Brackenridge Police Officer prior to the Effective Date.

#### **13. ARBITRATION.**

In the event of a disagreement between the parties relating to the interpretation of the terms of this Agreement or that the other is not in compliance with the terms of this Agreement, any disputes shall be resolved by binding arbitration. The arbitration shall be conducted by a panel of three (3) arbitrators. Each party shall appoint an arbitrator who shall not be employed or reside in Tarentum or Brackenridge. The two arbitrators shall appoint a third arbitrator with the same qualification. Unless different rules are adopted by the arbitrators, the rules of the American Arbitration Association shall apply with respect to the arbitration proceedings. The cost of the arbitration shall be shared equally between the parties.

#### **14. GOVERNING LAW.**

The laws of the Commonwealth of Pennsylvania govern this Agreement. Should any part of this Agreement be rendered or declared illegal, invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such

part of this Agreement shall not invalidate the remaining portions. In the event of such occurrence, the parties agree to meet as soon as possible to discuss a replacement provision.

**IN WITNESS WHEREOF**, the parties have signed this **AGREEMENT**, effective on the date indicated below:

Dated this 28<sup>th</sup> day of July, 2023:

Borough of Tarentum

Borough of Brackenridge

\_\_\_\_\_, Council President

\_\_\_\_\_, Council President

Approved as to form:

\_\_\_\_\_  
Borough Solicitor

\_\_\_\_\_  
Borough Solicitor