



**TOWNSHIP OF SOUTH FAYETTE
ALLEGHENY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 13 of 2024

**RESOLUTION APPROVING AND AUTHORIZING TO ENTER INTO AN
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE
BOROUGH OF BRIDGEVILLE AND ITS POLICE DEPARTMENT FOR
THE PROVISION OF LOCK-UP FACILITIES SERVICES**

Whereas South Fayette Township (the “Township”), maintains lock-up facilities within the South Fayette Township Police Station, located at 100 Township Drive, Bridgeville, Pennsylvania 15017, for the temporary detention and confinement of individuals under 53 P.S. § 56579.3; and

Whereas the Township and the Borough of Bridgeville (the “Borough”) may enter into intergovernmental agreements to cooperate jointly in the exercise or performance of their respective governmental functions, powers, or responsibilities under 53 Pa.C.S.A. § 2303; and

Whereas the Township and the Borough mutually agree that the Township can provide safe, secure lock-up services to the Borough to hold persons detained by the Borough Police Department and the Township desires to provide such services and facilities;

NOW, THEREFORE, it is hereby resolved that:

Section 1. Recitals.

The above stated recitals are hereby incorporated by reference as if fully set forth.

Section 2. Intergovernmental Cooperation Agreement

The appropriate executive staff of the Township is authorized to enter into an Intergovernmental Cooperation Agreement on behalf of the Township to provide lock-up facilities services.

Section 3. Lock-up Agreement

The appropriate executive staff of the Township is authorized to enter into the Lock-up Facilities Agreement, which is attached as Exhibit "A" and hereby incorporated by reference as if fully set forth.

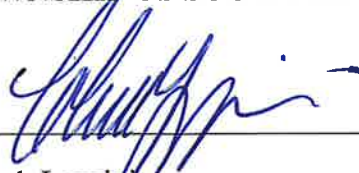
RESOLVED and **ADOPTED** by the Board of Commissioners of the Township of South Fayette on this 8th day of May 2024, in lawful session assembled.

ATTEST:

TOWNSHIP OF SOUTH FAYETTE



John Barrett
Manager/Secretary



Chuck Lazzini
President, Board of Commissioners

JOINT MUNICIPAL AGREEMENT FOR LOCK-UP FACILITIES

This Lock-up Facilities Agreement (“Agreement”) is entered into this 1st day of Jan., 2024, between **South Fayette Township** (the “Township”) and **Bridgeville Borough** (the “Borough”).

WHEREAS the Township, through its Police Department (“Township PD”), maintains lock-up facilities within the South Fayette Township Police Station, located at 100 Township Drive, Bridgeville, Pennsylvania 15017, for the temporary detention and confinement of individuals under 53 P.S. § 56579.3; and

WHEREAS the Township and the Borough may enter into intergovernmental agreements to cooperate jointly in the exercise or performance of their respective governmental functions, powers, or responsibilities under 53 Pa.C.S.A. § 2303; and

WHEREAS the Township and the Borough mutually agree that the Township, through Township PD, can provide safe, secure lock-up services to the Borough and its Police Department (“Borough PD”) to hold persons detained by the Borough PD and the Borough desires to have the Township provide such services and facilities.

NOW, THEREFORE, intending to be legally bound, the parties agree to as follows, incorporating the above recitals by reference:

- I. **Term.** The Township shall provide safe, secure lock-up service for the Borough at the South Fayette Police Station for a term (the “Term”) of 3 years, beginning Jan 1, 2024 and ending Dec 31st, 2026.

- II. **Annual Fee.** The Borough shall pay the Township two-thousand five-hundred dollars (\$2,500) each year as a fee to offset any insurance costs. Additionally, this fee offsets the cost of providing an officer to monitor detainee(s) held within Township PD lock-up when necessary. This fee is to be paid each year by or on the effective date of this agreement.
- III. **Renewal.** The Agreement may be renewed for two additional two-year terms through written notice delivered to the South Fayette Township Manager at least sixty (60) days prior to the end of the Term.
- IV. The only detainees allowed to be held at the Township PD lock-up facilities are person(s) over eighteen (18) years of age who:
1. Have been cited or arrested under 18 Pa.C.S.A. § 5505;
 2. Are being charged with a crime and is awaiting arraignment; or
 3. Are being held on an active, confirmed warrant.

PROCEDURES

- V. The Borough PD shall notify the Township PD Supervisor or Officer-in-Charge that it is requesting that a detainee be held at the Township PD lock-up.
- a. The request shall include the purpose of the detention.
 - b. The transporting Borough PD Officer shall advise the Township PD Supervisor or Officer-in-Charge before or upon arrival at the Township PD

lock-up of any pertinent details regarding the detainee's prior conduct and/or medical condition.

- VI. Upon a request, the Township PD Supervisor or Officer-in-Charge shall meet the transporting Officer at the Township PD sallyport located at 100 Township Drive, Bridgeville, Pennsylvania 15017. Upon arrival, the transporting Officer shall pull in the vehicle into the sallyport.
- VII. The detainee shall not be removed from the vehicle until the sallyport door is closed.
- VIII. The detainee shall not be permitted to leave the cell area for any reason and will be searched by a Township PD Officer in the presence of the transporting Officer. Furthermore, the transporting Officer shall not leave any detainee unattended for any reason until a Township PD Officer relieves the transporting Officer.
 - a. Any items removed from the detainee shall be placed in the processing room. Smaller items like cash, cellphones, or jewelry shall be put into the corresponding lockbox located in the cell area. Any items removed from the detainee will be returned to the transporting Officer after the detainee is released from the Township PD lock-up.
- IX. If the detainee is being held under 18 Pa.C.S.A. § 5505 and has been detained for four (4) to eight (8) hours, then the Borough PD must release the detainee. All detainees shall be released to a Borough PD Officer through the processing area along with the detainee's personal property.
- X. **Severability Clause.** If any paragraph, provision, term, or any part of this Agreement is found to be invalid, illegal, or in conflict with any law, then the remaining terms shall

remain in force without the part of the Agreement that is found to be invalid, illegal, or in conflict with any law.

XI. **Merger Clause.** This Agreement reflects the final, complete, and exclusive expression of the terms between the parties. No prior terms, representations, or agreements related to the subject matter of this Agreement are valid unless expressly included or integrated within this written Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their appropriate officials.

ATTEST:



John M. Bennett

SOUTH FAYETTE TOWNSHIP




Chuck Lazzini
President, Board of Commissioners

ATTEST:



Betty Copeland

BRIDGEVILLE BOROUGH



Name:
President, Council



Betty Copeland
Mayor