



DEPARTMENT OF LAW
County of Allegheny

300 FORT PITT COMMONS BLDG. • 445 FORT PITT BLVD.
PITTSBURGH, PA 15219-1309 • TELEPHONE: (412) 644-1120
FAX NUMBER: (412) 644-1174

IRA WEISS
COUNTY SOLICITOR

GEORGE M. JANOCKO
DEPUTY COUNTY SOLICITOR

MEMORANDUM

TO: Maureen E. Mulvihill, Executive Assistant
Department of Human Services

FROM: George M. Janocko *GMJ* Deputy County Solicitor
Department of Law

DATE: August 5, 1994

RE: Intergovernmental Cooperation Agreement -
Joint Task Force On Disabilities

Please find attached hereto a draft copy of a proposed cooperation agreement between the City and County for the creation and operation of a joint city/county Task Force on Disabilities. Kindly review this draft at your convenience. After you have reviewed the same, please contact me regarding any changes, additions or corrections which you wish to make.

GMJ:nb
Attachment

July 28, 1994

00137-1

978-94 Check Presentation:

\$75,000.00 AIM Loan to GLASSPORT BOROUGH for repairs to the Sewage Treatment Center

* ITEM 978-94 POSTPONED

PICTURES

MEETING RECESSED: 10:50 A.M.

MEETING RECONVENED: 11:05 A.M.

OFFICE OF CHIEF CLERK:

979-94 Submission of Board Meeting Minutes of June 23, 1994 for approval.

MOVED: Mr. Dunn

Seconded: Mr. Flaherty

Vote: Unanimous

DEPARTMENT OF ADMINISTRATION:

980-94 Request that Board authorize and execute a Cooperation Agreement with the CITY OF PITTSBURGH for the creation of a Joint City/County Task Force on Disabilities - the mission of the proposed Task Force is to advise the Mayor and the County Commissioners on City and County policies which will benefit persons with disabilities, integration of individuals into community activities and employment of their choosing, with the goal of eventually eliminating the need for such a commission and to advise the Mayor and Commissioners on state and federal issues, which impact upon the dignity of lives of people with disabilities.

MOVED: Mr. Flaherty

Seconded: Mr. Dunn

Vote: Unanimous

DEPARTMENT OF AVIATION:

981-94 Request that Board approve Change Order No. 3 under Contract #8465 with RUSSELL INDUSTRIES, INC. for project titled Rehabilitation of Runway 10C-28C and a Portion of Taxiway "W", Improvements to the Hangar/Tower Road Including Construction of a New Tunnel Under Taxiway "N" and Rehabilitation of Taxiway "N" at the Pittsburgh International Airport - to DECREASE contract amount by \$561,873.06 from \$6,383,257.52 to \$5,821,384.46, AND FURTHER approve Final Payment in the amount of \$0.00 AND Release of Retainage in the amount of \$291,069.22, for having completed this project. Representatives of the Department and the Controller's Office have reviewed the project and found it to be completed in a satisfactory manner. I.C. 384891/383190/384420, P.N. 012609/012605/012608, S.O. 7405.

MOVED: Mr. Dunn

Seconded: Mr. Flaherty

Vote: Unanimous

INTERGOVERNMENTAL COOPERATION AGREEMENT -
JOINT TASK FORCE ON DISABILITIES

THIS AGREEMENT, MADE AND ENTERED into this _____ day of _____, 1994, by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania,

A

N

D

THE CITY OF PITTSBURGH, a home rule municipality under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "the City".

W I T N E S S E T H:

WHEREAS, the City and the County desire to establish mutually beneficial cooperative programs; and

WHEREAS, the Intergovernmental Cooperation Act, Pa. Stat. Ann. tit. 53, §4801 et seq., hereinafter "the Act", generally provides that two or more municipalities may jointly cooperate in the exercise or the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, the Act permits municipalities to enter into agreements to jointly carry out their respective governmental functions; and

WHEREAS, the City and the County have enacted ordinances as required by §489 of the Act for the purpose of entering into joint cooperation agreements; and

WHEREAS, the City and the County are desirous of entering into a specific agreement for the purpose of creating a mutually beneficial joint task force on disabilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. CREATION OF TASK FORCE

The parties hereby agree to create the Pittsburgh-Allegheny County Task Force on Disabilities, hereinafter referred to as "the Disabilities Task Force" or "the Task Force". The parties further agree that the Disabilities Task Force will be comprised of seven members. Three members shall be appointed by the Mayor of the City of Pittsburgh and three members shall be appointed by the Board of Commissioners of Allegheny County. The seventh and final member of the Task Force will be selected by six task force members appointed by the City and the County.

2. PURPOSE OF THE TASK FORCE

The parties hereto agree that the Disabilities Task Force will have the following general purposes:

A. To advise the Mayor of the City of Pittsburgh and the Board of Commissioners of Allegheny County on matters of policy that impact on people with disabilities.

B. To promote the inclusion of people with disabilities in all aspects of community life.

C. To promote meaningful employment (in the public and private sector) of people with disabilities;

D. To stimulate compliance with the provisions of the Americans with Disabilities Act (ADA), the requirements of Section 504 of the Rehabilitation Act, the provisions of the Fair Housing Act, and other applicable state and federal statutes designed to ensure equal opportunity of persons with disabilities to lead integrated, self-directed and productive lives in the community.

E. To encourage the involvement of people with disabilities in City and County policy making activities.

3. PROVISION OF RESOURCES

A. The City and the County agree to provide the Disabilities Task Force with appropriate meeting space and administrative support. More specifically, the City agrees to provide staff assistance from its ADA Facilities Coordinator. The County agrees to enter into contract with the Disabilities Task Force and provide funding in an amount not to exceed THIRTY-NINE THOUSAND DOLLARS (\$39,000.00) for planning, implementation and training programs undertaken by the Disabilities Task Force.

4. INDEMNIFICATION

A. The City agrees to protect, defend, indemnify and hold harmless the County, its Commissioners, officers, agents

and employees from and against any and all loss, liability and damages, of whatever nature, for damages, injuries and losses of every kind and nature to persons and property arising out of, or claimed to have been caused by or in any manner related to this agreement, except for any negligent or tortious activity, error or omission of the County.

B. The County agrees to protect, defend, indemnify and hold harmless the City, its Mayor, Council, officers, agents and employees from and against any and all loss, liability and damages, of whatever nature, for damages, injuries and losses of every kind and nature to persons and property arising out of, or claimed to have been caused by or in any manner related to this agreement, except for any negligent or tortious activity, error or omission of the City.

5. INSURANCE

A. To protect their respective interests, the parties hereto agree that each shall maintain appropriate insurance coverage to protect against any claim or loss arising out of the activities which are the subject of this Agreement.

B. The County acknowledges that the City intends to fulfill the insurance requirement set forth in Subparagraph A above through a program of self-insurance.

6. ASSIGNMENT AND DELEGATION

Neither party shall have the right or power to assign or delegate any rights or duties under this Agreement without the prior written consent of the other.

This Agreement shall enter into effect on July 28, 1994 and shall remain in effect, unless terminated earlier pursuant to Paragraph Eight hereof, on June 30, 1996.

8. TERMINATION

This Agreement may be terminated at any time by either party six (6) months prior written notice to the other.

9. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the County and the City or as constituting any of the parties as being a representative or agent of the others for any purpose whatsoever. The County and the City shall at all times during the term of this Agreement act as an independent contractor.

10. NOTICES

All notices, reports and documents required or furnished pursuant to this agreement shall be in writing and shall be mailed by first-class mail, postage prepaid, or sent by telegraph, confirmed by letter, addressed to each party as follows:

A. As to the County:

Robert Nelkin, Director
Department of Human Services
101 Courthouse
Pittsburgh, PA 15219

or to such other places the County may from time to time designate in writing.

B. As to the City:

or to such other persons or places the City may from time to time designate in writing.

11. WORKER'S COMPENSATION

The parties hereby certify that they have accepted the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as their duties covered by this Agreement are concerned, and either that they have insured their liability thereunder in accordance with the terms of said Acts, as evidenced by the certificates of insurance they have caused to be attached hereto, or that they have duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

12. COMPLIANCE WITH LAWS

The parties shall fully obey and comply with all federal, state and local laws, statutes, ordinances, resolutions and administrative regulations, which are or shall become applicable to any duties performed under this Agreement.

13. ANTI-DISCRIMINATION

The parties shall conform with all applicable discrimination provisions of the Pittsburgh Code, specifically, those appearing in Title Six, "Conduct", Article V, "Discrimination", and any amendments thereto, and shall incorporate in any

subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with said provisions. The parties hereto shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. The parties shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. DEBARMENT

The parties warrant that they are not prohibited from entering into this Agreement with the City by reason of disqualification under subsection (6) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit 6 and incorporated into and made a part of this Agreement.

15. PITTSBURGH HOME RULE CHARTER

This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.

16. NO PERSONAL LIABILITY

No elected official, director, officer, agent or employee of the City or County shall be charged personally or held contractually liable by or to the City and/or the County under any term or provision of this Agreement or because of any breach thereof.

17. HEADINGS

The headings of the several paragraphs of this agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope or intent of any provision of this agreement nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

18. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause or other provision of this agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions shall remain in full force and effect.

19. AMENDMENT OR MODIFICATION

This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, or extended except by a written amendment duly executed by the parties.

20. APPLICABLE LAW

This Agreement shall be deemed to have been made in and shall be construed according to the laws of the Commonwealth of Pennsylvania.

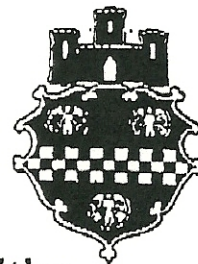
21. AUTHORIZATION

This Agreement was authorized by the Board of County Commissioners on July 28, 1994 at Agenda No. 980-94, by the Council of the City on _____ at _____.



Pittsburgh-Allegheny County Task Force on Disabilities FACT SHEET

- The Pittsburgh-Allegheny County Task Force on Disabilities has been named by Mayor Tom Murphy, Chairman Tom Foerster and Commissioners Pete Flaherty and Larry Dunn on the 4th anniversary of the signing of the Americans with Disabilities Act (ADA).
- The purpose of the Task Force is to:
 - advise the Mayor and County Commissioners on matters of policy which impact people with disabilities;
 - promote the inclusion of people with disabilities in all aspects of community life;
 - promote meaningful employment of people with disabilities in settings of their choosing;
 - advise the Mayor and County Commissioners on state and federal issues which impact upon the dignity of lives of people with disabilities in Pittsburgh and Allegheny County.
- - The Task Force will be comprised of seven members. Three each will be appointed by the Mayor and the County Commissioners; the seventh member will be selected by the six appointed Task Force members.
- It is anticipated that some of the immediate issues the Task Force will address include the City's and County's implementation of the ADA, Fair Housing Act, and other relevant laws, as well as measures to stimulate the involvement of people with disabilities in City and County policy-making activities.
- The City of Pittsburgh and Allegheny County will provide the Task Force with meeting space, administrative support and staff assistance by the City's ADA Facilities Coordinator. A budget of \$39,000 has been allocated to the Task Force by the Allegheny County Commissioners for planning, implementation, and training programs.



Pittsburgh-Allegheny County Task Force on Disabilities

Judy Barricella

County Appointment

Consultant with Commonwealth Mentor Group; First Executive Director of the Three Rivers Center for Independent Living; former Director of the Allegheny County Office on Independent Living; member of the Board of Directors of United Cerebral Palsy of the Pittsburgh District.

Ruth Walter Brenyo

City Appointment

Charter member and Chair of the Architectural Barriers of Open Doors for the Handicapped and co-founder of the Magic Carpet Transportation Service; member of the Port Authority Committee for Accessible Transportation; former member of the Mayor's Commission on Handicapped Accessibility.

W.D. Chrisner, III

City Appointment

Executive Director of the Three Rivers Center for Independent Living; member of Pennsylvania Human Relations Commission, Pennsylvania Independent Living Council, Regional Housing Advisory Committee for Pennsylvania Department of Community Affairs; President of the National Association of Independent Living.

William T. Coleman

County Appointment

Former member of the Mayor's Commission on Handicapped Accessibility; President of the Board of Competitive Employment Opportunities; Treasurer of the Board of Directors of the Center of Independent Living of Southwestern Pennsylvania; Vice President of the Sickle Cell Society, Inc; member of the Allegheny County Commission for Workforce Excellence; member of the Board of ACTION Housing, Inc.

Pittsburgh-Allegheny County Task Force on Disabilities

Page 2

Al Condeluci

County Appointment

Executive Director of United Cerebral Palsy of the Pittsburgh District; member of Western Pennsylvania Rehabilitation Steering Committee and Regional Administrators Council of United Cerebral Palsy Associations; former member of the Mayor's Committee on Employment of the Handicapped; internationally recognized leader in efforts to promote inclusion for people with severe disabilities.

Linda Dickerson

City Appointment

Publisher of *Executive Report*; co-chairperson of the Forging a New Freedom Campaign; Chairperson of the Allegheny County Regional Assets District Commission; leader in many aspects of cooperation between government and the business community.

Seventh Member to Be Selected by the Above.

7/26/94