

ORDINANCE OF Mun. of Monroeville, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING JOINING INTO A COOPERATION AGREEMENT BY AND AMONG EASTERN REGIONAL COMMUNICATIONS CENTER AND OTHER JOINING MUNICIPALITIES; AUTHORIZING ENTRY OF AN AGREEMENT UNDER WHICH EASTERN REGIONAL COMMUNICATIONS CENTER WILL PROVIDE COMMUNICATIONS SERVICE; AUTHORIZING THE PAYMENT OF AMOUNTS TO BECOME DUE TO EASTERN REGIONAL COMMUNICATIONS CENTER; AUTHORIZING OTHER NECESSARY ACTION; AND REPEALING INCONSISTENT ORDINANCES.

WHEREAS, the Municipality of Monroeville (the "Municipality") has

determined that it is in the best interest of the citizens of the Municipality to provide the police, fire, and emergency medical service and other local government service personnel with reliable communications both in the Municipality and across municipal boundaries; and

WHEREAS, it is possible to provide a reliable communication service (the

"Communications Service") by the use of an intergovernmental cooperative emergency dispatching and communications service which conforms to the County of Allegheny 911 Plan (the "911 Plan"); and

WHEREAS, the Municipality desires to cooperate with the other municipalities (the "Municipalities") which have or may in the future join in providing the Communications Service in accordance with the 911 Plan; and

WHEREAS, in order to implement the Communications Service, an entity known as Eastern Regional Communications Center ("ERC") has been formed; and

WHEREAS, a copy of the Intergovernmental Cooperation Agreement has been presented to this meeting, and a copy of said Agreement is attached hereto and incorporated herein by reference as though set out in full; and

WHEREAS, in order to implement the Communications Service, the Municipality desires to enter into the Intergovernmental Cooperation Agreement by and among the ERC and the Municipalities; and

NOW, THEREFORE, BE AND IT HEREBY IS ORDAINED BY the

Council

OF THE MUNICIPALITY THAT:

SECTION 1. The Municipality hereby determines to undertake the implementation of a Communications Service in cooperation with the other Municipalities and ERC in the manner described in this Ordinance.

SECTION 2 The Intergovernmental Cooperation Agreement presented to this meeting is hereby approved and the Municipality hereby determines to become a party to the Intergovernmental Cooperation Agreement and to be bound by the terms and conditions of the Intergovernmental Cooperation Agreement. The proper officers of the Municipality are authorized and directed to execute and deliver a Joinder to the Intergovernmental Cooperation Agreement and to deliver an executed counterpart of the Agreement to ERC.

SECTION 3. In accordance with Section 5 of the Agreement, the Municipality shall appoint a member of its governing body as a Director of ERC, and an alternate Director.

SECTION 4. The Municipality agrees to pay the charges required under the Intergovernmental Service Agreement and agrees to budget and appropriate the amounts required under that Agreement.

SECTION 5. The officers of the Municipality are authorized and directed to execute all documents required in connection with the foregoing sections of this Ordinance, provided that such documents have been approved by the Municipality's Solicitor and to cause those documents to be delivered to the proper persons.

SECTION 6. The proper officers of the Municipality are authorized to take such other actions and to execute and deliver such other documents as may be necessary and proper for the implementation of this Ordinance.

SECTION 7. This Ordinance is subject to the approval of this Ordinance and the Intergovernmental Cooperation Agreement by the Municipality of Monroeville. In the event that the Municipality of Monroeville does not approve this Ordinance and the Intergovernmental Cooperation Agreement on or before April 30, 1998, this Ordinance shall be automatically rescinded and shall be null and void. It is understood, by the approval of this Ordinance, that, as a result of pre-existing contractual obligations, the participation of the Borough of Verona in the ERC Intergovernmental Agreement as a Charter Member, shall be effective on January 1, 1999. It is further understood that, by the approval of this Ordinance, that the participation of the Borough of Plum in the ERC Intergovernmental Cooperation Agreement may be limited; and, in the event that the approval and participation of the Borough of Plum in the ERC Intergovernmental Cooperation Agreement is limited, such limited participation must be approved by the Board of Directors, pursuant to Section 5 of the Agreement.

SECTION 8. All ordinances or resolutions which are inconsistent with this Ordinance are hereby repealed, to the extent of such inconsistency.

DULY ENACTED ON 28th day of April, 1998.

ATTEST:

MUNICIPALITY OF MONROEVILLE

A handwritten signature in black ink, appearing to read "Marshall W. Bond", written over a horizontal line.

Marshall W. Bond
Municipal Manager

A handwritten signature in black ink, appearing to read "Sean F. Logan", written over a horizontal line.

Sean F. Logan
Mayor

ENTERED INTO LEGAL BOOK: May 8, 1998

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement ("Agreement"), is made this 28th day of April, 1998,

BY AND BETWEEN

MUNICIPALITY OF MONROEVILLE, a municipal corporation and a Home Rule Municipality in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 2700 Monroeville Blvd., Monroeville, PA 15146, hereinafter called "MONROEVILLE"

AND

BOROUGH OF WILKINSBURG, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 605 Ross Avenue, Wilkinsburg, PA 15221, hereinafter called "WILKINSBURG",

AND

BOROUGH OF SWISSVALE, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 7560 Roslyn Street, Swissvale, PA 15218, hereinafter called "SWISSVALE",

AND

TOWNSHIP OF WILKINS, a municipal corporation and a Township in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 110 Peffer Road, Turtle Creek, PA 15145, hereinafter called "WILKINS"

AND

BOROUGH OF BRADDOCK, a municipal corporation and a Borough in the County of

Allegheny, Commonwealth of Pennsylvania, with its principal office located at 415 Sixth Street, Braddock, PA 15104, hereinafter called "BRADDOCK",

AND

BOROUGH OF VERONA, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 736 East Railroad Avenue, Verona, PA 15147, hereinafter called "VERONA"

AND

BOROUGH OF WILMERDING, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at Station and Commerce Street, Wilmerding, PA 15148 hereinafter called "WILMERDING"

AND

BOROUGH OF WALL, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 413 Wall Avenue, Wall, PA 15148, hereinafter called "WALL".

AND

BOROUGH OF PITCAIRN, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 582 Sixth Street, Pitcairn, PA 15140, hereinafter called "PITCAIRN"

AND

BOROUGH OF PLUM, a municipal corporation and a Borough in the County of Allegheny, Commonwealth of Pennsylvania, with its principal office located at 4575 New Texas Road, Plum, PA 15239, hereinafter called "PLUM".

WITNESSETH:

WHEREAS, MONROEVILLE, WILKINSBURG, SWISSVALE, WILKINS,

BRADDOCK, VERONA, WILMERDING, WALL, PITCAIRN AND PLUM desire to enter into an intergovernmental cooperation agreement in order to provide quality emergency dispatching and communication services for the protection of their residents, by consolidating said services in one location known as the Eastern Regional Communications Center (hereinafter referred to as "ERC"). Said municipalities, shall be known as, and shall hereinafter be referred to as, "Charter Members"; provided however, that said municipalities, in order to be Charter Members, must adopt an ordinance approving this Agreement, and execute this Agreement, on or before April 30, 1998. The failure of any of said named municipalities, except Monroeville, to approve and execute this Agreement on or before April 30, 1998, shall not invalidate the approval of this Agreement by the remaining named municipalities, and this Agreement shall be automatically amended to exclude and delete the name of any municipality who does not approve and execute this Agreement on or before April 30, 1998; provided further, the failure of Monroeville to approve and execute this Agreement on or before April 30, 1998 shall cause the complete invalidation of this Agreement, and this Agreement shall become null and void and of no legal effect. Any other municipality who joins and executes this Agreement shall be known as a "New Member". Charter Members and New Members shall hereinafter be referred to as a "Member Municipality";

WHEREAS, the County of Allegheny ("County") has adopted an Enhanced 911 Plan ("Plan") dated February 11, 1997, pursuant to the Public Safety Emergency Telephone Act, Act 78 of 1990 and regulations thereunder ("Act"), which provides for the provision of 911

emergency communication throughout the County;

WHEREAS, the Member Municipalities desire to establish Police, Fire and Emergency Medical Services (“EMS”) in order to provide residents of their municipalities and the residents of the County with the highest quality, reliable public safety communications services;

WHEREAS, for the purposes of this Agreement, the term “public safety communications services” shall be defined as “receiving telephonic requests for assistance of the type provided by police, fire, emergency medical service, Department of Public Works, water and sewer personnel and other local government services and functions and directing such requests to the appropriate respondent.”;

WHEREAS, the Intergovernmental Cooperation Act, the Act of December 19, 1996, No. 177, 53 PA.C.S.A., 62301 , et seq., authorizes two or more municipalities to cooperate in the exercise or in the performance of their respective municipal functions, powers, or responsibilities;

WHEREAS, it is the desire of each Member Municipality to enter into this Intergovernmental Cooperation Agreement with the other Member Municipalities, in order to form the ERC, and to cooperate in providing quality public safety communications services for the protection of the residents of their respective municipalities; and

NOW THEREFORE, in consideration of the covenants hereinafter set forth and intending to be legally bound hereby, the Member Municipalities and the ERC agree as follows:

1. **Organization**. The Member Municipalities hereby agree to create an entity known as the Eastern Regional Communications Center (“ERC”) for public safety dispatching and communications services.

2. **Delegation of Services.** The Member Municipalities hereby agree to delegate or transfer their emergency public safety dispatching and communications functions and services to ERC, which shall manage and operate the public safety communication dispatch center.

3. **Location of ERC.** The Municipality of Monroeville (“Monroeville”) shall serve as the host community for the location of the ERC through December 31, 2000, during the “start up” phase of this Agreement. Thereafter, the location of the ERC may only be changed as set forth in Paragraph 6 below. The ERC shall initially occupy the current Monroeville Dispatch Center until the completion of the new Monroeville Municipal Building, which construction is estimated to be completed by late 1999. The ERC shall thereafter be located in the new Monroeville Municipal Building.

4. **Effective Date.** It is anticipated that the ERC will be operational on or about July 1, 1998. When the ERC becomes fully operational, the ERC shall serve as the “public safety answering point” for the Member Municipalities.

5. **Board of Directors.**

A) A Board of Directors (“Board”) is hereby created to provide full representation of each Member Municipality which has executed this Agreement. The Board shall meet regularly as it shall determine necessary. The Board shall set policy, adopt a budget and generally govern the emergency public safety dispatch and communications services provided by the ERC. The Board shall be comprised of one delegate from each Member Municipality. Each delegate shall be a member of the governing body of the Member Municipality represented.

B) During the “start up” phase of the ERC, through December 31, 2000, each

the Board shall require an affirmative vote of 66.667% of the total vote of the Board in order to be effective:

- a. The relocation of the ERC;
- b. The termination of the Executive Director; or
- c. Any amendment of this Agreement (See Paragraph 27).

7. **Administrative Advisory Committee.** The Administrative Advisory Committee (“Administrative Committee”) is hereby created at the administrative level to assist the Executive Director in the implementation and formulation of the policies which are adopted by the Board and to perform such other functions as shall be designated by the Board. The Administrative Committee shall develop recommendations for budgets, policies and procedures and personnel staffing, subject to approval by the Board. The Administrative Committee shall be comprised of the Manager/Secretary of each Charter Member. Four at-large Administrative Committee seats may be filled by the Board with persons elected at-large from New Members having a population of 5000 persons or more. The Administrative Committee shall meet regularly as it shall determine. During the construction period of the new Monroeville Municipal Building, the Manager/Secretary of Monroeville shall serve as Chairperson of the Administrative Committee. When the ERC begins operations at the new building, the Administrative Committee shall elect a Chairperson. Thereafter, the Committee shall elect a Chairperson on an annual basis.

8. **Public Safety Advisory Committee.** The Public Safety Advisory Committee (“Public Safety Committee”) is hereby created at the administrative level. The Public Safety Committee shall consist of representatives from the Police, Fire and Emergency Medical Service

ncies of the Member Municipalities who shall organize into sub-committees and advise the
Executive Director, Administrative Committee and Board on technical and field operational
atters.

- a. Police Sub-Committee. The Police Sub-Committee shall consist of the police chief or highest-ranking police officer of each Charter Member. Up to four additional seats may be filled with police chiefs of New Members who shall be elected at-large by the Board. During the “start up” phase, the police chief of the host municipality shall serve as the sub-committee chair. Thereafter, the sub-committee shall elect a chairperson on an annual basis.

- b. Fire Sub-Committee. The members of the Fire Sub-Committee shall consist of one representative Fire Chief from each Charter Member. Up to four additional seats may be filled with fire chiefs of New Members who shall be elected at-large by the Board. During the “start up” phase, the fire chief representative of the host municipality shall serve as the sub-committee chair. Thereafter, the sub-committee shall elect a chairperson on an annual basis.

- c. EMS Sub-Committee. The EMS Sub-Committee shall consist of three (3) EMS Chiefs from Member Municipalities. Any Member Municipality with a population in excess of seventy-five hundred (7,500) persons who

is fully dispatched by the ERC shall be entitled to a permanent seat on the EMS Sub-Committee. The remaining committee members shall be elected by the Board from Member Municipalities on an at-large basis. During the “start up” phase, the EMS Chief of the host Municipality shall serve as the sub-committee chair. Thereafter the sub-committee shall elect a chairperson on an annual basis.

9. **Executive Director.** The Board shall employ an Executive Director, who shall be an employee of the ERC. The selection of the Executive Director shall be made by the Administrative Committee with the consent of the Board. The Board shall set the compensation and benefits of the Executive Director based upon the recommendations of the Administrative Committee. The Executive Director shall manage the day to day operation of the ERC and, together with the Administrative Committee, shall make recommendations to the Board on matters involving annual budgets, policies and procedures and personnel.

10. **Communications Personnel.** The ERC shall be staffed by personnel whose qualifications shall be determined by the Executive Director, with the advice and consent of the Board. The Member Municipalities agree to hire all full-time dispatchers currently employed by the Municipality of Monroeville. All full-time dispatchers employed by the other Charter Members shall be entitled to preference in employment with the ERC, provided, however that such employment shall be subject to such criteria as established by the Executive Director.

11. **Finance.**

A) The ERC shall be financed through the receipt of funds from the County

of Allegheny pursuant to the Public Safety Emergency Telephone Act, No. 1990-78, based upon a formula determined by the County. Additional funding shall be provided to the ERC through appropriations from Member Municipalities. Funds appropriated to the ERC in excess of those required to meet current budget obligations shall be carried over to the subsequent budget year and shall not be refunded to Member Municipalities.

B) During the "Start up" phase, through December 31, 2000, additional funding shall be based upon a 48% contribution from the Municipality of Monroeville, and the remaining 52% shall be contributed by the Member Municipalities based on the combined average of 1) each Member Municipality's percentage of total population from the most recent U.S. Census and 2) the most recent certified local assessed valuation from the Allegheny County Board of Property Assessment, as a percentage of the total populations and local assessed valuations of all Member Municipalities, except Monroeville. A percentage and cost breakdown for all Member Municipalities is attached hereto and made a part hereof and marked "Addendum A".

C) During the "start up" phase, call volumes and other operational measurements and data shall be collected and analyzed to provide the basis for financing the ERC, pursuant to this Paragraph. Starting effective January 1, 2001, the contribution of all Member Municipalities shall be based upon the combined average of the following:

- 1/3 Each Member Municipality's call volume (the number of emergency calls received by the ERC generated from within said Member Municipality), as a percentage of the total call volume of all Member Municipalities; and
- 1/3 Each Member Municipality's most recent certified local assessed valuation from the Allegheny County Board of

Property Assessment, as a percentage of the total local assessed valuations of all Member Municipalities.

1/3 Each Member Municipality's population, based upon the most recent US Census, as a percentage of the total population of all Member Municipalities.

12. **Appropriation of Funds.** Each Member Municipality shall budget and appropriate sufficient funds each year to pay the ERC, or its accounting agent, the amounts due from that Member Municipality under this Agreement. It is the intention of the parties that ERC's right to timely payment under this Paragraph is absolute, and time is of the essence. To avoid delay in such payment, the Member Municipalities agree, and by this Agreement do hereby formally authorize, that any and all such payments shall be made without necessity of any additional formal action by the Member Municipalities to approve such payment, unless the payment request exceeds the Member Municipality's budget appropriation.

13. **Annual Budget.** Prior to September 1 of each year, the ERC shall furnish to each Member Municipality, a proposed budget which shall set forth the individual contributions required from each Member Municipality for the next fiscal year. Prior to November 1 of each year, the Board shall adopt a final budget for the next fiscal year.

14. **Insurance.** Each Member Municipality shall be required to name the ERC as an additional insured on their General Liability, Professional Liability and Errors and Omissions insurance policies. A certificate of insurance verifying coverage limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate shall be provided to the ERC. Such insurance shall remain in force throughout the term of this Agreement and shall provide for sixty (60) days prior written notice to the ERC in the event of

cancellation. This insurance will be in addition to the insurance coverage maintained by the ERC itself.

15. **Rent.** The ERC shall enter into a Lease Agreement with the Municipality of Monroeville for the use of the facilities for the ERC. Monroeville agrees to execute a lease on mutually acceptable terms with a nominal charge for rent and utilities. The charges for rent and utilities and other operation requirements are attached hereto and made a part hereof as the "ERC Budget - 1998" and marked "Addendum B".

16. **Terms of Payment of Member Contributions.** On or before May 31, 1998, each Member Municipality shall pay its contribution for the remainder of 1998, as set forth in Addendum A. Starting in 1999, each Member Municipality shall pay its contribution to the ERC in two equal semi-annual payments, one on or before January 31 and the second payment on or before June 15. The annual charge or fee may correspondingly increase or decrease in accordance with the actual cost of operation of the previous year as determined by ERC. Further, the pro rata share of each Member Municipality may be increased or decreased at any time during the year in the event any Member Municipality withdraws from the ERC or additional municipalities are added as members. The Member Municipalities shall be notified in writing of any adjustment and shall be invoiced by the ERC. Payment shall be due to the ERC 30 days thereafter.

17. **Late Payment.** It is the intention of the Member Municipalities that ERC's right to timely payment under this Agreement shall be absolute. Payments which are not made by the due date shall bear interest at the rate of 1% per month, or fraction thereof.

Communications Equipment.

- a. Initial Operations. During the initial operation of the ERC, which is anticipated to begin in mid 1998, the ERC operations shall be conducted in the existing Monroeville Municipal Building. During the ERC's occupancy of the existing Monroeville Dispatch Center, the equipment provided by Monroeville shall remain the property of the Municipality of Monroeville. Any equipment purchased with County "start up funds" by the ERC shall be owned by the ERC. The ERC shall assume responsibility for the maintenance of all equipment located at the Monroeville Dispatch Center.
- b. New Facility. Upon completion of the new Monroeville Municipal Building which is expected in late 1999, the ERC operations shall be located in the new facility. All communications equipment located at the ERC shall then be owned by and under the control of the ERC. Any Member Municipality may assign or donate equipment to the ERC. Maintenance of all equipment located at the ERC shall be the responsibility of the ERC. All other communications equipment including, but not limited to, base stations, repeaters, receivers, transmitters, microwave equipment, telephone lines, mobile units, portables and pagers shall remain in the ownership of the respective Member Municipality, who shall remain responsible for the maintenance, repair and proper operation of such equipment.

19. **FCC Licenses.** Each Member Municipality shall be responsible for the maintenance of their operating license with the Federal Communications Commission (“FCC”) for all equipment owned by them or under their control and shall, if required, assign the right to use said licenses to the ERC. Ownership of public safety dispatch frequencies shall be shared with the ERC.

20. **Records.** The ERC shall be responsible for the maintenance of regular and customary records of all public safety communication and dispatch activity as well as financial records related to the operation of the ERC. These records shall be made available to any Member Municipality upon reasonable request during normal business hours.

21. **New Members.** On or prior to September 1 of each year, any Municipality may become a Member Municipality, subject to approval by the Board, based upon the following:

1. Assessment of impact on ERC Center
2. Capacity of ERC to service the New Member
3. Any special or extraordinary costs associated with bringing in the New Member
4. Execution of this agreement.

Upon admission the New Member must agree to pay:

1. 23% of the New Member’s next year’s annual contribution to the ERC contingency fund
2. Any special or extraordinary costs, as determined by the Board

The effective date of admission shall be the beginning of the next calendar year, unless otherwise specified by the Board. The financial obligation of a newly-admitted Member Municipality shall

begin as of the date it starts to receive service from the ERC. If the Board admits a New Member effective during the year, the newly-admitted Member must make advanced payment of its contribution for the remainder of the calendar year in question. New members shall bear the full costs of bringing their dispatch capability into compliance with ERC Standards including, but not limited to, insurance, facility upgrades, additional personnel, and other applicable costs as determined by the Board at the time of acceptance.

22. **Terms of Agreement.** The initial “start up” phase of this agreement shall remain in effect through December 31, 2000. Thereafter, this agreement shall remain in full force and effect on a year to year basis until amended or terminated.

23. **Termination.** Any Member Municipality may terminate its participation in this Agreement effective on December 31, 2000, by giving notice of termination on or before December 31, 1999. Thereafter, any Member Municipality may terminate its participation in this Agreement upon written notice to all other Member Municipalities and to the ERC not less than one calendar year prior to the end of the subsequent calendar year, which will be the effective date of termination. However, any New Member must remain a member for at least 2 years before it may elect to give notice of termination under this Paragraph.

24. **Obligations in the Event of Termination.** It is understood and agreed by the Member Municipalities that no refunds shall be paid to any municipality upon termination of a Member Municipality’s participation in this Agreement. Liabilities incurred by a Member Municipality during the Member Municipality’s participation of this Agreement shall continue to be the liability of such Member Municipality even subsequent to the termination of such Member Municipality’s participation in this Agreement.

25. **Powers Granted to ERC.** By execution of this Agreement, each Member

Municipality authorizes the ERC to:

- a. Acquire, manage, license and dispose of property, both real and personal, as it shall deem to be in the best interest of the ERC, including Federal Communication Commission licenses for broadcasting and rebroadcasting emergency communications;
- b. Enter into contracts for policies of group insurance and employee benefits, including social security for its employees;
- c. Develop and acquire additional sources to finance the operations contemplated by this Agreement;
- d. Contract for the furnishing of supplies, equipment and contracted services associated with the operation of ERC; and
- e. Provide for the costs and administration of personal services of ERC personnel, including salaries, pension funding and any other responsibilities related thereto.

26. **Succession.** This Agreement shall be binding upon the successors and assigns of

the parties hereto, but may be assigned only upon the prior written consent of the ERC and the Member Municipalities. ERC may not assign its obligations under this Agreement to any third party without the prior written consent of the Member Municipalities.

27. **Amendments.** During the “start up” phase, this Agreement may be amended only

by the unanimous consent of all Member Municipalities. After December 31, 2000, this

Agreement may be amended only as set forth in Paragraphs 5 C and 6 of this Agreement. Any such amendment will be binding upon all Member Municipalities.

28. **Notice.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent by registered or certified mail, return receipt requested, to the address of each Member Municipality which shall be supplied to the ERC. All written communication shall be considered effective upon receipt.

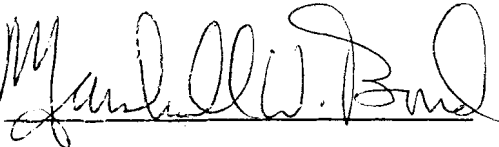
29. **Waiver.** No waiver of any breach of any term of this Agreement shall be held to be a waiver of any subsequent breach of the Agreement. No party shall be deemed to have waived any right, power or privilege under this Agreement or any provision thereof, unless such waiver shall have been duly executed in writing and acknowledged by the Member Municipalities and the ERC.

30. **Applicable Law.** This Agreement and the rights and obligations of the ERC and the Member Municipalities shall be governed and construed pursuant to the laws of the Commonwealth of Pennsylvania.

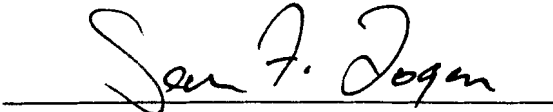
31. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding among the Member Municipalities and the ERC as to the subject matter hereof. Any and all prior discussion, negotiations, commitments and understandings, whether oral or in writing, are hereby superseded by this Agreement.

WITNESS THE EXECUTION HEREOF, the day and year first written above.

ATTEST:



MUNICIPALITY



ERC SUMMARY OF COSTS

23-Mar-98

	<u>1998</u>			<u>1999</u>
1998 E R 9-1-1- Center Budget	\$889,280.00			\$1,326,080.00
<i>Allegheny County 9-1-1 contribution from all 23 communities (\$3.00 per capita for 218,661 population)</i>	<u>\$655,000.00</u>			<u>\$655,000.00</u>
ERDC Estimated Costs	\$34,280.00	\$154,000.00	\$	188,280.00
Less: Monroeville Contribution for 1998 (48%)	\$16,454.40	\$73,920.00	\$	90,374.40
Less: Monroeville Contribution for 1999 (48%)				\$322,108.80
Other Community Commitments based on Avg 50% Population and 50% Assessed Valuation:	\$17,825.60			\$348,951.20

MONROEVILLE	<u>VOTES</u>		<u>REGULAR CONTRIB.</u>	<u>CONTINGENCY</u>	<u>TOTAL CONTRIB.</u>	
		48.00%				
BRADDOCK	4.00%	\$	713.02 \$	3,203.20 \$	3,916.22 \$	13,958.05
PITCAIRN	4.00%	\$	713.02 \$	3,203.20 \$	3,916.22 \$	13,958.05
PLUM BORO	35.00%	\$	6,238.96 \$	28,028.00 \$	34,266.96 \$	122,132.92
SWISSVALE	13.00%	\$	2,317.33 \$	10,410.40 \$	12,727.73 \$	45,363.66
VERONA	4.00%	\$	713.02 \$	3,203.20 \$	3,916.22 \$	13,958.05
WALL	1.00%	\$	178.26 \$	800.80 \$	979.06 \$	3,489.51
WILKINS TWP	12.00%	\$	2,139.07 \$	9,809.60 \$	11,748.67 \$	41,874.14
WILKINSBURG	24.00%	\$	4,278.14 \$	19,219.20 \$	23,497.34 \$	83,748.29
WILMERDING	3.00%	\$	534.77 \$	2,402.40 \$	2,937.17 \$	10,468.54
TOTAL	<u>100.0%</u>		<u>\$17,825.60</u>	<u>\$80,080.00</u>	<u>\$97,905.60</u>	<u>\$348,951.20</u>

APPENDIX A

**ERC
1998 BUDGET**

EASTERN REGIONAL CENTER PROPOSED		
FUNCSUB	DESCRIPTION	AMOUNT
001	100 SALARIES DEPT HEAD	30,000.00
001	300 SALARIES PROFESSIONAL STAFF	32,500.00
001	400 WAGES: SUPERVISORS	75,000.00
001	900 WAGES: FULL TIME TCO'S	236,080.00
001	300 WAGES: PART TIME TCO'S	51,480.00
001	400 OVERTIME	25,000.00
001	100 SHIFT DIFFERENTIAL	7,250.00
	OBJECT TOTAL	457,310.00
002	110 MISC OUTSIDE PERSONAL SER	500.00
002	203 POSTAGE	200.00
002	206 TRAVELING EXPENSES	2,000.00
002	280 SEMINAR EXPENSES	1,500.00
002	304 PRINTING	375.00
002	407 HOSPITALIZATION & HEALTH	79,200.00
002	409 EMPLOYEES' PENSION INSURA	25,000.00
002	410 SOCIAL SECURITY CONTRIBUT	35,320.00
002	413 EMPLOYEES' LIFE INSURANCE	1,500.00
002	503 TELEPHONE & TELEGRAPH	3,000.00
002	608 RADIO EQUIP REPAIR & MAIN	10,000.00
002	610 OFFICE EQUIP REPAIR & MAI	3,000.00
002	613 MISC EQUIP REPAIR & MAINT	1,000.00
002	730 CONTRACT SERVICE FEES	15,000.00
002	805 EDUCATION BENIFITS	-
002	903 DUES & MEMBERSHIPS	500.00
002	904 LEGAL	25,000.00
002	110 RENT	6,000.00
002	110 DATA PROCESSING EXPENSES	1,500.00
002	401 INSURANCE	8,000.00
	OBJECT TOTAL	218,595.00
003	101 GENERAL OFFICE SUPPLIES	2,500.00
003	102 MAGAZINES MAPS BOOKS & RE	375.00
003	208 INSTITUTIONAL SUPPLIES	500.00
003	213 HARDWARE	-
003	220 WEARING APPAREL	12,000.00
003	208 HOUSEKEEPING SUPPLIES	-
	OBJECT TOTAL	15,375.00
005	308 OFFICE FURNITURE & EQUIP	-
005	311 RADIO & COMMUNICATION EQU	-
	OBJECT TOTAL	-
DEPARTMENT TOTAL		689,280.00

SOURCE: Budget developed from model Communications Center provide Associates and approved by Municipal Managers/Secretary Cc