

BOROUGH OF AVALON

ORDINANCE NO. 1240

ORDINANCE OF Avalon Borough
AUTHORIZING JOINING INTO A COOPERATION AGREEMENT BY
AND AMONG NORTHWEST REGIONAL COMMUNICATIONS AND
OTHER JOINING MUNICIPALITIES; AUTHORIZING ENTRY OF AN
AGREEMENT UNDER WHICH NORTHWEST REGIONAL
COMMUNICATIONS COMPANY WILL PROVIDE COMMUNICATIONS
SERVICE; AUTHORIZING THE PAYMENT OF AMOUNTS TO BECOME
DUE TO NORTHWEST REGIONAL COMMUNICATIONS;
AUTHORIZING OTHER NECESSARY ACTION; AND REPEALING
INCONSISTENT ORDINANCES.

WHEREAS, the Borough of Avalon (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 (EMS), Department of Public Works (DPW),
water and sewer personnel 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, a nonprofit
corporation known as Northwest Regional Communications ("NRC") has been formed; and

WHEREAS, a copy of the Communications Cooperation Agreement has been
presented to this meeting; and

WHEREAS, in order to implement the Communications Service, the Municipality desires to enter into the Communications Cooperation Agreement by and among the NRC 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 NRC in the manner described in this Ordinance.

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

SECTION 3. In accordance with Article III, Section 9 of the By-Laws of NRC, the Municipality shall appoint a Director and an Alternate Director of NRC.

Section 4. The Municipality agrees to pay the charges required under the Communications 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.

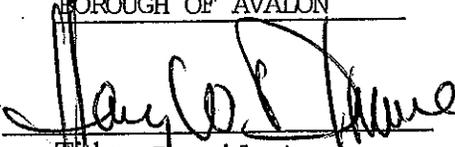
SECTION 7. The proper officers of the Municipality are authorized to take such other actions and to execute and deliver such other documents as may be necessary and proper for the implementation of this Ordinance.

SECTION 8. All ordinances or resolutions which are inconsistent with this Ordinance are hereby repealed.

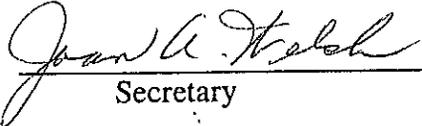
DULY ENACTED ON Aug 19, 1997.

BOROUGH OF AVALON

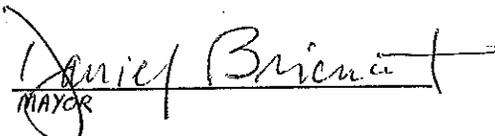
BY


Title: President
Name: Harry W. DiImore

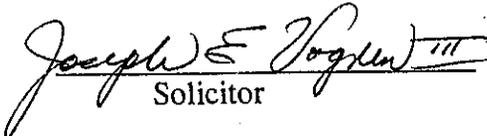
ATTEST:


Secretary

Approved:


MAYOR

Approved as to Legality


Solicitor

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement is made and entered into as of Aug. 19, 1997, by and among:

NORTHWEST REGIONAL COMMUNICATIONS, a Pennsylvania nonprofit corporation with its principal office located at _____, _____, Pennsylvania _____, hereinafter called "NRC; and

EACH MUNICIPALITY which joins in this agreement (each, a "Municipality") by the execution of a Joinder Agreement, substantially in the form attached hereto as Exhibit A;

WITNESSETH:

WHEREAS, the Municipalities desire to provide quality communication services for the benefit of their residents; and

WHEREAS, for the purposes of this Agreement, the term "communication services" means 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 directing such requests to the appropriate respondent; and

WHEREAS, it is the desire of the Municipalities to provide their police, fire, and emergency medical service (EMS), Department of Public Works (DPW), water and sewer personnel and other local government service personnel with reliable communications both in their municipalities and across municipal boundaries; and

WHEREAS, NRC has been incorporated to perform the functions described in this Agreement; and

WHEREAS, a copy of the amended Articles of Incorporation of NRC is attached hereto as Exhibit B and a copy of the amended By-laws of NRC is attached hereto as Exhibit C; and

WHEREAS, the Intergovernmental Cooperation Act, the Act of July 12, 1972, No. 180, § 1, 53 P.S. § 481, et seq., authorizes two or more municipalities to cooperate in the exercise or in the performance of their respective municipal functions, powers or responsibilities; and

WHEREAS, it is the desire of each Municipality to enter into this Intergovernmental Cooperation Agreement with the other Municipalities and NRC, and to cooperate in

providing quality communication services for the protection of the residents of their respective Municipalities; and

WHEREAS, NRC is willing to provide a site to domicile an intergovernmental cooperative dispatching and communication operation and has a location sufficient to provide for such services; and

WHEREAS, it is the desire of the Municipalities to join with NRC in the use of an intergovernmental cooperative communication service at the NRC site and to conform to the County of Allegheny 911 Plan;

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

1. The recitals to this Agreement are incorporated herein by reference and shall, for all purposes, be part of this Agreement.

2. The Municipalities, in accordance with the authorization to cooperate contained in the Intergovernmental Cooperation Act referred to above, hereby designate NRC as the entity for providing emergency communication services (collectively, a "Communications System"). The Municipalities agree that NRC may enter into such agreements with such persons, corporations and other entities as it deems appropriate for the operation of the Communications System.

3. The Municipalities hereby agree to delegate or transfer their communication services to NRC which shall manage and contract for the operation of the Communications System dispatch center at _____.
The extent of such delegation and the charges to be paid by each Municipality shall be as specified in an additional agreement entered into by each Municipality.

4. It is anticipated that NRC will be fully operational on or about April 1, 1998. When NRC becomes fully operational, NRC will be the "public safety answering point" for the Municipalities.

5. When fully operational, NRC shall provide communication services to all of the Municipalities, either directly or, subject to the approval of the Board of Directors of NRC, by contract with another entity and NRC shall broadcast and rebroadcast communications relating to police, fire, and emergency medical service, department of public works, water and sewer service and other local government services from all Municipalities and their residents through its radio broadcasting equipment to the appropriate service providers, such as radio patrol cars, fire, emergency medical vehicles and portable receivers in accordance with the terms of such contracts.

6. All radio patrol cars, fire and emergency medical vehicles, department of public works, water and sewer service facilities and other local government service providers communicating with NRC shall be licensed by the Federal Communications Commission and

shall be individually owned, operated and maintained by the respective Municipalities or entities controlled or under contract with the respective Municipalities.

7. Each Municipality shall be individually responsible for the maintenance and repair of all radio and communication equipment located within the facilities which they own or which are under their control, and neither NRC nor any other Municipality shall have any responsibility for the maintenance or repair of such equipment.

8. The By-laws of NRC provide for the creation of a Board of Directors, an Executive Committee and Panel of Advisors, all of which shall operate in the manner described in the By-laws of NRC.

9. NRC shall be financed in the following manner:

a. By authority of the Public Safety Emergency Telephone Act, Act No. 1990-78, Allegheny County is authorized to collect a telephone subscriber contribution per access line to help defray the implementation and operation of a Communications System throughout the County. It is expected that the County will distribute to NRC these fees based upon subscriber telephone lines within the boundaries of the NRC service area;

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

c. By September of each year, NRC shall furnish to each Municipality a proposed budget showing the estimated amounts to be paid to NRC during the next fiscal year and an adopted budget by November 1 of each year.

d. NRC shall establish the schedule of payments to be made by each Municipality, based on an initial start up charge of twenty five percent (25%) of each Municipality's proportionate share of the first year's budget adopted by NRC with quarterly payments thereafter.

e. The Municipalities agree to pay to NRC their pro rata share of the costs of NRC, payable on a quarterly basis during the terms of this Agreement. NRC will send invoices to the Municipalities or a Municipality designated to pay on behalf of a Municipality by an Intergovernmental Cooperation Agreement for the quarters ending on March 31, June 30, September 30, and December 31. Said invoices will be sent by April 15, July 15, October 15 and January 15. Payment will be due and payable May 31, August 31, November 30 and March 2. The total amount to be used as the cost of operation of NRC shall be deemed to be the actual cost of operation of the quarter preceding the due date as

determined by NRC. The annual charge or fee shall be correspondingly increased or decreased each quarter in accordance with the actual costs of operation of the previous quarter as determined by NRC. Further, the pro rata share of costs of each of the participating Municipalities will be increased or decreased at any time during the year in the event any participating Municipality withdraws from the service or additional Municipalities are added to the service, and the participating Municipalities will be notified in writing of the adjustment and will be invoiced and refunded the applicable adjustment.

f. GRANTS OR SUBSIDIES. Grants or subsidies such as proceeds received by NRC from the contribution rate from the tariff assessing a surcharge for emergency (9-1-1) telephone service shall be included in the annual budget and deducted from the costs of operation of NRC as allowed by law, State regulation and this Agreement prior to invoicing. The Board of Directors and the Executive Committee of NRC may develop additional sources to finance this Agreement.

g. LATE PAYMENT. It is the intention of the parties that NRC's right to timely payment under this paragraph is absolute. Interest in the amount of one per centum (1%) per month shall be assessed by NRC against any Municipality making a late payment.

10. This Agreement shall be effective with respect to each Municipality for three (3) years commencing on the effective date of such Municipality's execution of the Joinder, or such longer period as may be agreed upon, and will remain in effect on a year to year basis thereafter until amended or terminated. Any Municipality may terminate its participation in this Agreement and any such termination shall be effective after the initial three (3) year term. Thereafter, any Municipality may terminate its participation in this Agreement upon written notice to each other member Municipality and to NRC not less than one (1) calendar year prior to the end of the subsequent calendar year.

11. It is understood and agreed by the parties that no refunds will be paid to any Municipality upon termination of a Municipality's participation in this Agreement. Liabilities incurred by a Municipality during a Municipality's participation in this Agreement shall continue to be the liability of such Municipality even subsequent to the termination of such Municipality's participation in this Agreement.

12. NRC may develop additional sources to finance this Agreement.

13. The parties agree that NRC may acquire, manage, license and dispose of property as it shall deem to be in its best interest, including Federal Communications Commission licenses for broadcasting and rebroadcasting emergency communications.

14. NRC is hereby authorized and empowered to enter into contracts for policies of group insurance, directors and officers liability insurance and employee benefits, including social security for its employees.

14. NRC is hereby authorized and empowered to enter into contracts for policies of group insurance, directors and officers liability insurance and employee benefits, including social security for its employees.

15. The proper officers of the Municipalities are hereby authorized and directed to execute and deliver to each other any additional documents to effectuate the purposes of this Agreement.

16. This Agreement may be amended by a written agreement signed by NRC and by the Joining Municipality affected by the amendment.

17. 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 NRC and the Municipalities. Nothing contained in this Agreement shall be construed to prevent NRC from contracting with another entity to provide the services described in this Agreement.

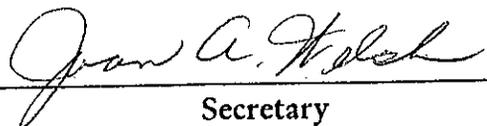
18. MATERIALS AND CONTRACTS. The cost of furnishings, supplies and equipment and contracted services associated with the operation of NRC shall be the responsibility of NRC.

19. CAPITAL PURCHASES. NRC shall bear the cost and responsibility for capital purchases for its operation.

20. . . PERSONAL SERVICES. The cost and administration of personal services of NRC personnel, including pension funding, if any, shall be the responsibility of NRC.

DULY EXECUTED AS OF THE DATE SHOWN ON THE FIRST PAGE.

ATTEST:


Secretary

NORTHWEST REGIONAL
COMMUNICATIONS

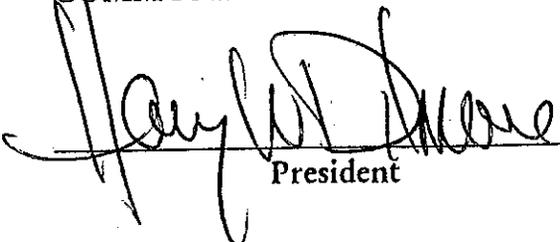

President

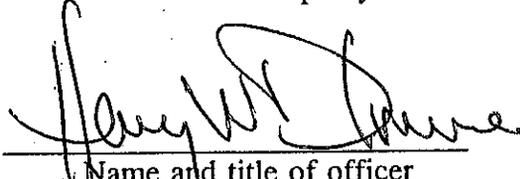
EXHIBIT A

The undersigned municipality, intending to be legally bound, hereby joins in the Intergovernmental Cooperation Agreement dated as of 8-19, 1997, by and among Northwest Regional Communications, and the other Municipalities which join in that Agreement with the same force and effect as if the undersigned had been an original signatory to that Agreement.

Duly executed on Aug 19, 1997.

AVALON BOROUGH

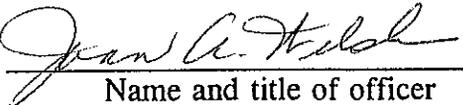
Name of Municipality



Name and title of officer

Harry W. Dilmore, President

ATTEST:



Name and title of officer
Joan A. Welsh, Secretary