

ORDINANCE NO. 910

WHEREAS, Allegheny County intends to install, operate and maintain a County-wide police radio communications system for use in conjunction with the various municipalities within Allegheny County to insure the health, safety and welfare of the residents therein; and

WHEREAS, the Borough of Monroeville recognizes a need for more effective police radio communication in order to better serve the health, safety and welfare of the residents of its community; and

WHEREAS, support of the County-wide police radio communications system shall in no way commit or charge the Borough of Monroeville with any financial obligation; and

WHEREAS, participation in the County-wide police radio communications system by the Borough of Monroeville, once established, shall remain on a voluntary basis.

NOW, THEREFORE, in consideration of the above, be it resolved and it is hereby resolved, to-wit:

RESOLVED that the Borough of Monroeville recognizes the need, encourages and supports the efforts of the Board of Commissioners of Allegheny County to establish a County-wide police radio communications system in cooperation with the local cities, boroughs and townships.

ORDAINED AND ENACTED this 11th day of February, 1975.

BOROUGH OF MONROEVILLE

ATTEST:

S/ Marshall W. Bond
Secretary
(SEAL)

By S/ George C. Dale
President of Council

EXAMINED AND APPROVED this _____ day of _____, 1975.

Entered in Legal Book
April 7, 1975

Mayor

NOTE:

The foregoing ordinance was not approved by the Mayor. Section 1007 of the Borough Code reads as follows:

"If any such ordinance or resolution shall not be returned by the Mayor at the regular meeting of the Council occurring at least ten days next succeeding its presentation to him, it shall likewise have as full force as if it had been approved. . .

"The enactment of an ordinance shall be the date when the Mayor shall approve it or the date of passage by the Council over the veto of the Mayor, or in the case of any ordinance not returned by the Mayor at the regular meeting of Council, occurring at least ten days after the meeting at which such ordinance was passed by the Council, the date of enactment shall be the date of such succeeding regular meeting of Council."

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1975
by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth
of Pennsylvania, hereinafter referred to as "County",

A
N
D

MONROEVILLE BOROUGH hereinafter referred to as "Second Party".

W I T N E S S E T H :

WHEREAS, the County intends to operate and maintain a County-wide Police Radio Communications System for use in conjunction with the various municipalities within Allegheny County to insure the health, safety and welfare of the residents therein, and:

WHEREAS, the Second Party is desirous of participating in an area Radio Communications System together with the County as well as other parties and municipalities in Allegheny County for their mutual benefits under certain terms and conditions as hereinafter set forth, and:

WHEREAS the proposed participation in an area Radio Communications System by the parties hereto is a proper function authorized by law and it is the opinion of the parties hereto that establishment of same would inure to the benefit of each of the parties hereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound thereby, the parties hereto agree as follows:

1) The Second Party grants to the County the right and privilege of installing and erecting a microwave terminal for an area Police Radio Communications System on property described in Exhibit "A", which is attached hereto and made part hereof, together with the right of the County of ingress and egress for the purposes stated herein.

2) The County hereby agrees to erect and install at its own cost on property described in Exhibit "A", the equipment and property described in Exhibit "B" comprising the Police Radio Communications System.

3) It is agreed between the parties that all equipment used in conjunction with the Communications System shall remain the sole property of the County and the County agrees to maintain same at its sole expense.

The County hereby agrees to bear the original cost of establishing the microwave terminal and to maintain the same in a prudent and reasonable manner including payment of all utilities and any required maintenance or repairs to the system, without charge to the Second Party.

4) The County agrees that the Second Party shall have the right and privilege to utilize the facilities herein mentioned at no cost to the Second Party.

5) The County reserves the exclusive right to enter into additional collateral agreements with additional parties to provide like radio communications service contemporaneously with the signing of this Agreement or at any subsequent time without effect to the subject Agreement.

6) It is agreed between the parties that the Second Party shall not be liable for any injuries or damages to any person or property on the licensed premises, and the County hereby agrees to indemnify the Second Party against loss for any claims arising out of accidental injury or damage to property on the licensed premises.

7) The parties agree that any modification of equipment or properties set forth in Exhibit "B" shall be within the sole discretion and at the sole cost of the County.

8) For the purposes contained herein, the Second Party shall have the right of ingress and egress to the properties described in Exhibits "A" and "B".

9) The right and license or privilege as granted by the Second Party to the County to erect and maintain the said Police Radio Communications System on the property as described shall continue in full force and effect as long as the subject communications system is operated by the County.

10) This agreement shall become effective and binding upon the parties hereto, immediately upon execution and shall be binding upon the heirs, successors or assigns of the parties hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

COUNTY OF ALLEGHENY
BOARD OF COUNTY COMMISSIONERS

Chief Clerk

Chairman, Board of Commissioners

Member, Board of Commissioners

Member, Board of Commissioners

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond
Secretary
(SEAL)

By S/ George C. Dale
President of Council

APPROVED:

APPROVED AS TO FORM:

Director William Gamble
Bureau of Communications

County Solicitor

Assistant County Solicitor

BOROUGH OF MONROEVILLE

The County of Allegheny will install and erect a 100 foot free standing microwave tower on municipal property at the southwest corner near the municipal garage at 2700 Monroeville Boulevard.

The accompanying sketch indicates the approximate location and space required for the tower.

SKETCH OF MONROEVILLE TOWER SITE

No. 1.16

MONROEVILLE ROAD

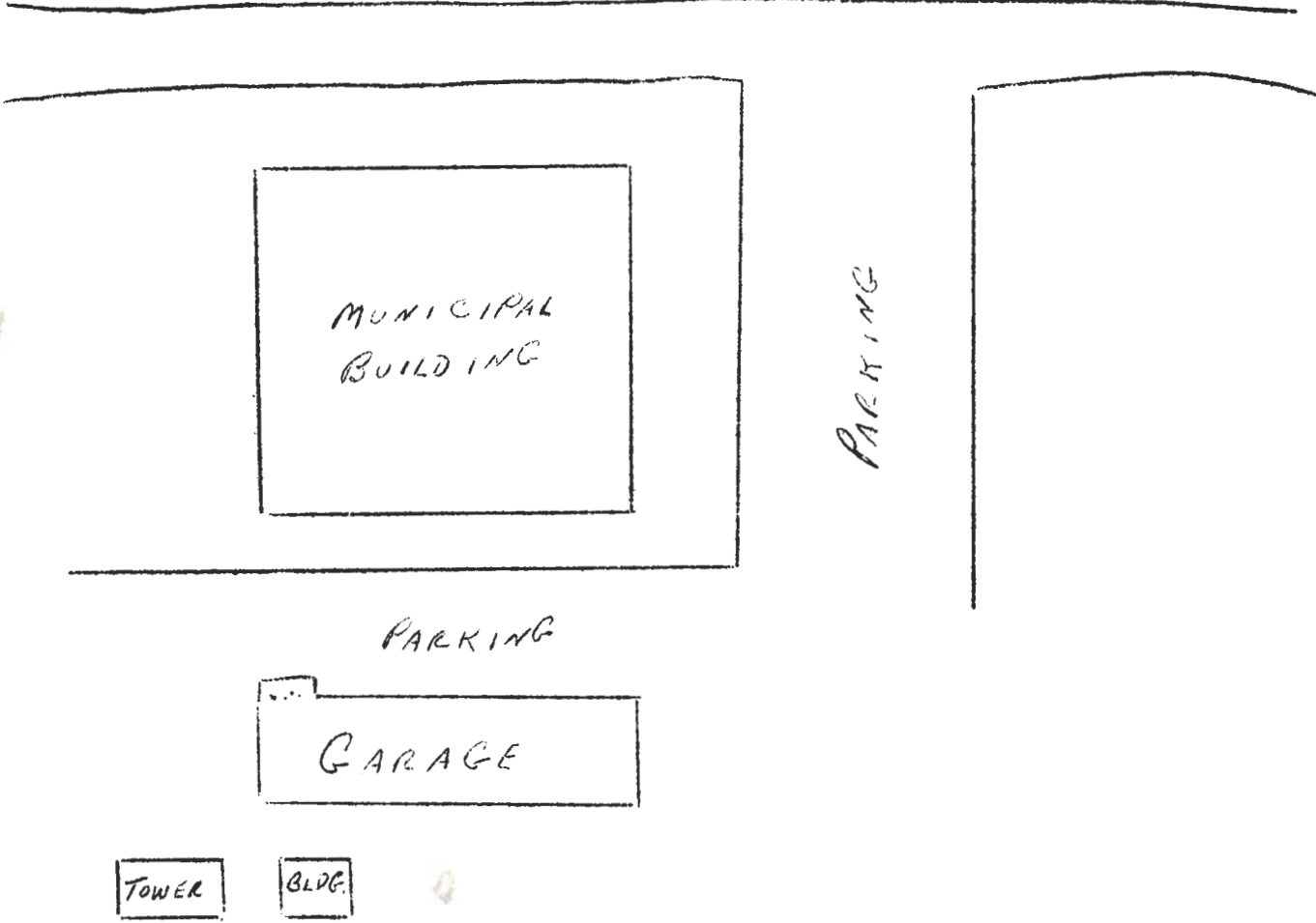


EXHIBIT "B"

BOROUGH OF MONROEVILLE

The County of Allegheny will install and erect the following equipment at the site indicated in Exhibit "A".

1. At the Southwest Corner near the Municipal Garage, at 2700 Monroeville Boulevard
 - a. 100 foot free standing microwave tower complete with footings.
 - b. Microwave antennas and waveguide on the tower.
 - c. An 8' x 16' equipment building to house microwave equipment and motor generator.
 - d. A 10 foot high fence surrounding the tower and building.