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EASTERN REGIONAL MON VALLEY POLICE

DEPARTMENT [ERMVPD]

CHARTER AGREEMENT

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**EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD]**

**CHARTER AGREEMENT**

This Agreement is made, executed and delivered in multiple copies this\_ day of \_\_\_\_, 20\_\_ ("Effective Date"), by and between the BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN all of which are Municipalities of the Commonwealth of Pennsylvania, located in the County of ALLEGHENY, as the Charter for the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD] ("Department" or "Regional Department"), an unincorporated nonprofit association established under the authority of the Constitution of the Commonwealth of Pennsylvania, Article IX, Section 5, and the Act of December 19, 1996, P.L. 1158, as amended, 53 Pa. C.S.A. § 2301 et. seq. for the express purpose of providing police services for the BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN, and other municipalities who may subsequently participate under terms of this Agreement.

**WITNESSETH:**

WHEREAS, East Pittsburgh Borough currently receive police services from the Pennsylvania State Police (PSP); and

WHEREAS, North Braddock Borough currently receive police services from the North Braddock Borough Police Department (NBPD); and

WHEREAS, Rankin Borough currently receive police services

from the Rankin Borough Police Department (RPD); and

WHEREAS, each police department operates independently of each other;

and

WHEREAS, BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN desire more uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN; and

WHEREAS, coordination and integration of the exercise and discharge of police powers in BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN can be improved and made more cost effective by the establishment of a regional police department; and

WHEREAS, the Borough Councils of EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN have, by appropriate resolutions and/or ordinances, manifested an interest in safer communities through improved police services; and

WHEREAS, it is the desire of the BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN to enter into this Agreement for the purpose of having available for use throughout the territorial limits of BOROUGHS OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN the service of a regional police department under the terms and conditions

hereinafter set forth; and

WHEREAS, the BOROUGHES OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN desire to associate themselves in and by virtue of this Agreement to create a regional police commission to operate a regional police department; and

WHEREAS, cooperation between the BOROUGHES OF EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN, hereafter referred to as the "Partnered Communities" is a proper exercise and discharge of their governmental powers, duties, and functions, and is authorized by Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, and 53 Pa. C.S.A. § 2301 et seq.

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

## **ARTICLE I**

### **DEFINITIONS**

**Section A.** "Commission" shall be defined as the EASTERN REGIONAL MON VALLEY POLICE Commission, which is the legally independent, unincorporated, nonprofit association formed by this Agreement and is the governing body of the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD].

**Section B.** "Department" or "Regional Department" shall be defined as the police department operated by the Commission

and serving the Participating Municipalities' policing needs.

**Section C.** "Charter Municipalities" shall be defined as the Boroughs of East Pittsburgh, North Braddock, and Rankin, and any other municipality that shall hereafter join the Department and pay an admission fee as set forth in Article VII, Section B.

**Section D.** "Contracting Municipalities" shall be defined as any other municipality, including but not limited to a school district or school of technology, which may contract for police services from the EASTERN REGIONAL MON VALLEY POLICE Commission.

**Section E.** "Participating Municipalities" shall be defined as all Charter and Contracting Municipalities.

**Section F.** "Majority" shall be defined as a vote of two thirds of present members

## **ARTICLE II**

### **PURPOSE**

The express purpose of the Charter shall be to establish the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD] as an unincorporated association, distinct from its Participating Municipalities, the goal of which association shall be to provide comprehensive, quality police protection for its Participating Municipalities in the most efficient manner.

**ARTICLE III****JURISDICTION AND AUTHORITY**

**Section A.** The Commission shall provide supervision and direction of all the police activities of the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD], including responsibility for and jurisdiction over all actions customary and appropriate to provide police services to the Participating Municipalities, including, without limitation, investigation of all crimes and complaints requiring police attention within the Participating Municipalities, and all other services normally provided by a municipal police agency, as permitted by applicable law, and implied and incidental to effectuating the statement of Purpose in Article II.

**Section B.** In addition to the foregoing, the Commission shall have the following express authority:

1. Lease, sell and purchase personal property
2. Enter into contracts for the purchase of goods and services, and collective bargaining agreements;
3. Hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
4. Serve as a hearing board for employee

- grievances;
5. Establish and maintain bank accounts and other financial accounts;
  6. Invest monies in investments authorized for municipalities of the Commonwealth of Pennsylvania;
  7. Borrow monies not in excess of \$50,000 in the aggregate of such amounts outstanding;
  8. Establish and fund employee benefit programs, including a pension fund;
  9. Delegate any of its powers, express or implied, to its Police Chief or his/her designee;
  10. Obtain, legal, accounting and other professional services;
  11. Establish and fund employee benefit programs, group, insurance, and social security benefits;
  12. Adopt bylaws and policies consistent with this Charter and its Purpose as stated in Article II.

**Section C.** In addition to the foregoing, the Commission



shall have the following express authority only with the approval of at least a majority of the Commission Members:

1. Lease, sell and purchase real estate;
2. Borrow monies in excess of \$50,000.00 in the aggregate outstanding at any time;

**Section D.** The Regional Department's police officers and civilian personnel, except to the extent directed otherwise by the Commission, shall be under the direct supervision of a Chief of Police, who shall report to the Commission.

**Section E.** The Regional Department and its Commission, as independent legal entities created pursuant to Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, and 53 Pa. C.S.A. § 2301 et. seq.; shall not be governed by any Borough, City or Township Code other than as stated herein. The Commission may, in its discretion, look to such codes, for guidance in the administration of the Regional Department; however, in doing so, the Commission shall not be deemed to have adopted or become bound by said laws by implication or past practice. The Commission shall be bound by the provisions of the following employment laws, as may be amended hereafter:

- 1) the Local Agency Law, 2 Pa. C.S.A. § 101 et.;

- 2) the Heart and Lung Act, 53 P.S. § 637 et;
- 3) the Police Tenure Act, 53 P.S. § 811 et seq.;
- 4) Act 111, 43 P.S. § 217.1 et; and
- 5) the Pennsylvania Labor Relations Act, 43 P.S. § 211.1 et seq.

In the event that any provision of this Agreement may be contrary or inconsistent with one or more of these specifically referenced laws, and any amendments thereto, the law shall be controlling.

#### **ARTICLE IV**

##### **POLICE DISTRICT BOUNDARIES**

**Section A.** The total political and geographic area of the Participating Municipalities shall be the policing district established for providing police services hereunder.

**Section B.** The Participating Municipalities shall be deemed to have surrendered their authority to provide police services in said areas to the Commission, subject to the terms of this Agreement and the limitation set forth in Section C.

**Section C.** The Participating Municipalities shall retain concurrent police power within their respective jurisdictions, to enable each to enforce its own municipal ordinances in the manner and through the means each deems appropriate.

**ARTICLE V****REGIONAL POLICE COMMISSION**

**Section A.** The Department shall be under the direction and control of the EASTERN REGIONAL MON VALLEY POLICE Commission, which shall be the governing body of the Department and, as such, shall be responsible for the operation, management, and administration of the Regional Department and have the functions, powers and duties prescribed by this Agreement.

**Section B.** The Commission shall consist of three representatives from each participating municipality, appointed independently by their Borough Councils. Commission members' term of office shall be two years and shall be appointed at a regular meeting of the governing bodies of the charter municipalities.

**Section C.** The representative Commission Member shall be a member of the Borough Council or Mayor from the Charter Municipality appointing said person. A representative of a Contracting Municipality shall be a member of borough council or Township Board of Supervisors, Board of Commissioners, or Mayor. In the event a representative resigns, ceases to be eligible, or is incapacitated and unable to serve as a member of the Commission, the municipality represented by the vacating Commission Member shall appoint a successor

representative for the unexpired term.

**Section D.** Contracting Municipalities shall not have the right to appoint a voting representative but shall appoint a representative to attend meetings and participate in discussions including executive sessions.

**Section E.** No sworn police officer or civilian employee of the Department shall be eligible for appointment to the Commission.

**Section F.** All initial appointments to the Commission shall be made by the Charter Municipalities within thirty (30) days of the Effective Date of this Agreement.

**Section G.** The officers of the Commission shall be Chair, Vice-Chair, Treasurer, and Secretary, and such other officers as the Commission may deem necessary and appropriate. Duties of the officers shall be as prescribed by Roberts Rules of Order, Revised.

**Section H.** The Chair and Vice Chair will not be appointed by the commission as a whole but instead will rotate on a tri-annual (every 4 Month) basis. The Chair will begin its rotation with East Pittsburgh and continue alphabetically to North Braddock, then Rankin. The Vice Chair will begin its rotation with North Braddock and continue in with Rankin, then East Pittsburgh. For clarification please see the attached chart below. The individual charter municipality's commission

delegation will decide amongst itself which member of the delegation will be the Chair and Vice Chair. The Treasurer and Secretary will be appointed individually by a majority of the Commission to a one year term.

**Section I.** The Commission shall hold its initial organizational meeting within forty-five (45) days of the Effective Date of this Agreement.

**Section J.** Within one hundred twenty (120) days of the Effective Date of this Agreement, the Commission shall provide to each Charter Municipality, written notice that the Department is prepared to become operational upon the execution of a singular collective bargaining agreement, staffing of police officers and civilian employees under Article III, and conveyance of police equipment by North Braddock and Rankin Boroughs under Article IX, Section B, below.

## **ARTICLE VI**

### **MEETINGS**

**Section A.** The Commission shall meet at an advertised scheduled meeting, each month, for the purpose of conducting official business, or at such other times as may be determined by resolution of the Commission. The first meeting of each year shall be the reorganization meeting for the purpose of electing officers for a one-year term and otherwise conducting

reorganization business.

**Section B.** Special or rescheduled regular meetings of the Commission may be scheduled by appropriate resolution fixing the date, time, and place of such meeting. Special or rescheduled meetings may be called by the Chair and shall be called at the written request of any two or more members of the Commission. The call and the request, if any, shall state the purpose of the meeting. Written notice of each such special or rescheduled meeting shall be given at least one day prior to the day named for the meeting to each member of the Commission who does not waive such notice in writing. The notice shall state the purpose of the special or rescheduled meeting.

**Section C.** A majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of Commissioners present at a meeting, at which a quorum is present, shall be the action taken; provided, however, that any vote pertaining to the expenditure of funds shall require a majority of the members of the entire Commission.

Voting on all questions shall be taken by a voice vote, provided, however, that the Chair may, on their own motion or shall, at the request of any Commissioner, cause a vote to be taken by roll call. The parliamentary procedure of the

Commission shall be governed by Roberts Rule of Order, Revised.

**Section D.** The Commission shall maintain an accurate Record of the minutes of meetings, regular or special, and such other records, as it deems necessary and appropriate. A copy of the minutes of all meetings will be forwarded to each of the Participating Municipalities.

**Section E.** The Chief of Police of the Department, or his/her designee, shall attend all Commission meetings and the monthly meetings of the Charter Municipalities, as requested, to keep abreast of discussions, policies and activities, and relate reports as requested.

**Section F.** The Chief of Police shall give a monthly report of the Department's activities at each Commission meeting. The Chief or his/her designee or a financial officer appointed by the Commission shall also present a monthly financial report regarding the Department.

**Section G.** Each Participating Municipality may send, as part of their delegation, their respective Manager or Manager equivalent to all commission meetings. These non voting members may be called upon by the commission to give input when necessary and may be utilized to keep the Participating Municipalities abreast of discussions, policies and activities of the commission.

**ARTICLE VII****APPORTIONMENT FORMULA**

**Section A.** All costs of the Department for police services, including, without limitation, employee payroll and benefits and vehicle and building(s) operating expenses, shall be apportioned to each Participating Municipality using per-capita method. The per-capita amount is calculated by Total budget divided by total population. Each Municipality's share is calculated by per-capita amount times the municipality's population on a quadrennial basis.

**Section B.** The Charter municipalities agree that court-based revenue is a result of the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD] effort and as such revenue from the Magisterial District Court and the Court of Common Pleas should be disbursed on a percentage basis derived from the per-capita apportionment formula. This revenue shall be distributed XX% to East Pittsburgh, XX% to North Braddock, and XX% to Rankin Boroughs.

Revenue from non-court-based sources including but not limited to fees paid by contracting municipalities, grants, cost reimbursement, etc shall remain with the EASTERN REGIONAL MON VALLEY POLICE DEPARTMENT [ERMVPD]



The Regional Commission can modify the revenue structure as needed based on data and needs and/or the addition of a joinder municipality.

**Section C.** New Charter municipalities will be assessed based on their population or by the current assessment method. Any new Charter Municipality joining the regional may be required to pay a fee to the Commission.

## **ARTICLE VIII**

### **FINANCE**

**Section A.** The Commission shall prepare a draft of the Department's annual budget for consideration no later than October 1<sup>st</sup> of the year preceding the budget year. Upon approval by the Commission, the budget shall become effective for the year for which it was formulated. If required approval is not obtained on or before the date of the December meeting of the Commission, the prior year's budget shall be operative until the new budget is approved by the Commission. Each Charter Municipality shall make payment of its annual funding assessment bimonthly on the first day of the appropriate month. Contracting Municipalities, if any, shall pay fees as set forth in their negotiated contract.

**Section B.** All monies for the operation of the

Department, from whatever source derived, shall be paid to the Treasurer of the Commission. Said monies shall be deposited by the Treasurer in a special account in an FDIC insured depository located in any of the Charter Municipalities. The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligation of the United States of America or of the Commonwealth of Pennsylvania, or of the Charter Municipalities, having an aggregate market value at all times at least equal to the balance on deposit on such an account. The monies in said account shall be paid out on the warrant or other order of the Treasurer of the Commission and one other member of the Commission. The Treasurer of the Commission shall give bond in such sum as approved by the Commission, and the Commission shall pay the premiums.

Section C. The Commission shall not approve a budget that is not balanced or shows a positive balance by means of revenues or utilizes existing funds not to exceed 25% of funds in the reserve account to balance the budget.

If the Commission wishes to use more than 25% of reserve funds to balance the budget, then at least the majority (2/3) of the Commission Members must approve the budget.

**Section D.** The Commission shall have the Department's books, accounts, and records audited annually by a certified

public accountant, and a copy of the audit report shall be provided to the Commission. If the Commission fails to make such an audit, then the comptroller, auditors or accountants designated by any one or all of the Charter Municipalities shall be authorized from time to time to examine the books of the Regional Department, including its receipts, disbursements, sinking funds, investments and any other matters relating to its financing and affairs.

**Section E.** The Commission shall keep a reserve of funds in a separate "reserve" account in a FDIC insured financial institution. Contributions to the reserve account shall be made by the Commission at their discretion.

**Section F.** The fiscal year for the Department shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

## **ARTICLE IX**

### **CAPITALIZATION**

**Section A.** The "Partnered Communities" shall contribute cash necessary and appropriate to fund initial working capital and acquisition of assets required to operate the Regional Department. Determination of these amounts shall be made by mutual agreement of the "Partnered Communities" after preparation and review of a proforma budget, income/expense statement, and balance sheet for the Department. All cash and

other capital contributions shall be allocated between the "Partnered Communities" and reflected in an Exhibit attached to this Agreement.

**Section B.** All existing police vehicles, equipment, materials and supplies of the "Partnered Communities" which may be useful to the Commission and/or Department shall be assigned or conveyed to the Regional Department by the "Partnered Communities". Any leased assets may be assigned, and the leases assumed by the Commission on behalf of the Regional Department. Such assets contributed, in kind, shall be a part of "Partnered Communities" respective capital contributions, reflected in attached Exhibit.

**Section C.** Any capital contribution by any Charter municipality subsequently joining the Commission, if any, shall be identified in an Exhibit to be attached to this Agreement.

## **ARTICLE X**

### **PENSIONS**

**Section A.** The Commission shall establish pension plan(s) for its sworn police officers through the Pennsylvania Municipal Retirement System and/or Act 600. The Commission may establish a pension plan(s) for the benefit of its full time civilian employees ("Regional Non Uniformed Plan").

**Section B.** The Commission shall assume full responsibility for the accrued pension liability of both the Regional Police Plan and Regional Non Uniformed Plan created under Section A of this Article. The Commission shall indemnify and hold "Partnered Communities", as well as all other Participating Municipalities, harmless from any and all claims, including payment of counsel fees and costs, made against them based upon said accrued pension liability under the referenced plans, by any sworn officers and civilian employees, their heirs, executors, and administrators.

**Section C.** In the event of dissolution of the Regional Department, or of the withdrawal of a Charter Municipality, and upon the subsequent hiring of any Regional Department officer or civilian employee by a Charter Municipality, that municipality shall be deemed to have assumed the accrued pension liability attributable to any such officer and/or civilian employee. Upon approval of state regulatory authorities, if necessary, the Commission shall turn over the proportionate shares of the funds attributable to the relevant employee(s) from the Regional Police or Non Uniformed Plan to the Charter Municipality that has hired the Regional officer or civilian employee. Said sum shall be used by the hiring

Charter Municipality to fund the pension liability assumed as a result of hiring the Regional officer or civilian employee and for no other purpose. Upon the assumption of accrued pension liability, the Charter Municipality shall thereafter indemnify and hold the Commission harmless from any and all claims, including payment of counsel fees and costs of suit, based upon said accrued pension liability made against it by any sworn officer or civilian employee.

## **ARTICLE XI**

### **POLICE DEPARTMENT BUILDINGS**

**Section A.** The central police headquarters for the Department shall be located in the existing headquarters of the North Braddock Police Department. A portion of The East Pittsburgh and Rankin Police buildings may be utilized as a sub-station as determined by the Commission. The location of the headquarters, or any sub-stations or satellite locations, shall be subject to change from time to time as the Commission may determine.

## **ARTICLE XII**

### **POLICE RECORD SYSTEM**

**Section A.** The Commission shall establish and control a complete and up-to-date uniform police record system. In the

event of dissolution of the Department, records shall revert back to the respective Participating Municipalities as is feasibly possible.

### **ARTICLE XIII**

#### **IMMUNITY AND CLAIMS**

**Section A.** The Commission shall furnish to each of the Participating Municipalities, the names of all police Officers of the Department for the purpose of passing a resolution whereby such officers are authorized to enforce the laws of the United States, the Commonwealth of Pennsylvania, and the municipality within the municipality's boundaries.

**Section B.** The police services performed, and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participating Municipalities within their boundaries shall extend to their participation in police services outside their boundaries and within the Regional Department's jurisdiction.

**Section C.** The Commission shall maintain liability insurance coverage against claims arising out of its police activities in amounts deemed adequate by the Commission. Each Participating Municipality and Commission agree to cause any insurance policy providing liability coverage against claims arising out of the Department's police activities, whether

within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against any Participating Municipality as to any and all causes of action or claims against all other Participating Municipalities hereto which may arise out of police activities hereunder. The Department shall be a named insured and each Participating Municipality as an additional insured under such policies, and a certificate evidencing such coverage shall be supplied to the Commission annually.

**Section D.** For purposes of liability, in actions arising out of regional police services, to the extent any such claims are not covered by liability insurance, all Charter Municipalities shall be liable in the same proportion as they are for the funding assessment of the Charter Municipalities during the period the police services in question were rendered, as set forth above in Article VIII, Section A.

**Section E.** For purposes of liability, in actions arising prior to the effective date the Department becomes operational, and officers are assigned to the Department, EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN shall be liable for any such liability. EAST PITTSBURGH, NORTH BRADDOCK, AND RANKIN and/or the charter municipalities of said departments shall carry adequate liability insurance, including reasonable tail



coverage, to cover any and all claims that arose during the operation of said departments.

#### **ARTICLE XIV**

##### **JOINDER OF ADDITIONAL MUNICIPALITIES**

**Section A.** Additional municipalities may become Charter Municipalities under this Agreement, upon application to the Commission, approval of the Commission and at least two-thirds of the then current Charter Municipalities and upon ratification of this Agreement by the applicant municipality, its adoption of an ordinance or resolution authorizing joinder and payment of the fee under Article VIII, Section B of this Agreement.

#### **ARTICLE XV**

##### **CONTRACTS WITH CONTRACTING MUNICIPALITIES**

**Section A.** The Commission may permit the purchase of services by Contracting Municipalities on terms mutually agreed upon by the Commission and such Contracting Municipalities. Such contracts must be approved by at least two-thirds of the Commission members. Such Contracting Municipalities shall not enjoy the rights and privileges of, nor the duties and liabilities offered and imposed by, this Charter Agreement, except to the extent specifically identified and incorporated in the contract between the

Commission and such Contracting Municipality.

**ARTICLE XVI**

**WITHDRAWAL OF CHARTER MUNICIPALITY**

**Section A.** Because of the great amount of time, mutual commitment, reliance, and expense expended in the formation of the Department, the "Partnered Communities" SHALL not withdraw from participation in the Department or dissolve the Department before December 31st of their third year of membership in the regional department.

Subsequent Joinder Charter Municipalities agree not to withdraw from participation in the department or dissolve the Department before December 31<sup>st</sup> of their third year of membership.

The Charter Municipalities recognize that the purpose in establishing the Regional Department, and the reason for subsequent joinder of any additional participants, is the desire among the Charter Municipalities to minimize their costs of providing police services, by sharing certain costs of those services, and of establishing high quality police services. In the same fashion that cost savings are affected, and quality is hopefully improved, with the joinder of participants, a corresponding cost increase and possible negative impact upon quality of service may result from the withdrawal of participants.

Given this impact upon the remaining Charter Municipalities, the facts and circumstances of each Charter Municipality's proposed withdrawal should be evaluated. Following such evaluation, the Commission, in its discretion, may elect to take no stated position as to its support of the Charter Municipality's proposed withdrawal, resolve to encourage or support a proposed withdrawal, or resolve to discourage or oppose the proposed withdrawal. The Commission may further resolve to take any and all actions which it deems appropriate to further or support its position on the proposed withdrawal. A Charter Municipality proposing withdrawal shall not participate in such decision-making process relative to the withdrawal and may be excluded from executive sessions in which such evaluations are undertaken.

A withdrawing Charter Municipality shall not be penalized for its decision to withdraw. However, its joinder is viewed as a commitment to the other Charter Municipalities, and as such, the remaining Charter Municipalities should not have to suffer financial loss or reduction in quality of service due to an individual Charter Municipality's decision to withdraw.

**Section B.** The withdrawing Municipality shall pay the following amounts to the Commission as full and complete payment of its withdrawal liability: (1) within three (3) months after the effective date of separation, the withdrawing

Municipality shall pay Fifty Percent (50%) of the allocated budget expense in the last calendar year of full participation; (2) within Fifteen (15) months after the effective date of separation, the withdrawing Municipality shall pay Twenty Five Percent (25%) of their allocated budget expense in the last calendar year of full participation; (3) within Twenty-Seven (27) months after the effective date of separation, the withdrawing Municipality shall pay Twenty-Five Percent (25%) of the allocated budget expense in the last calendar year of full participation.

In addition to the fees set forth above, the withdrawing municipality shall be responsible for its proportional share of any underfunded pension liability calculated as of the date of withdrawal by the actuarial firm administering the pension and any future pension liability reasonably allocated to an officer that is terminated as a result of the Charter Municipality's withdrawal. Upon payment of its proportional share of the underfunded pension liability, the withdrawing Charter Municipality shall be released and indemnified by the remaining Charter Municipalities for any other future pension liability.

**Section C.** Upon withdrawal, a Charter Municipality shall not receive nor be entitled to any return of its cash or capital contribution to the department.

**Section D.** A separation agreement shall be executed by the Commission and the withdrawing Charter Municipality prior to the effective date of termination, setting forth the details of the continuing costs, obligations and liabilities between the Commission and withdrawing Charter Municipality, and any other details of agreements, terms and conditions concerning the severing of the relationship between the parties, and the satisfaction of remaining commitments.

**Section E.** Any Charter Municipality desiring to withdraw from the Department must provide written notice of its intent to do so to the Commission and all other Charter Municipalities at least twenty-four (24) months prior to the effective date of such withdrawal.

**Section F.** If there are only two Charter Municipalities, then the withdrawal of one municipality will be considered a dissolution of the regional department and proceed as provided in Article XVII.

## **ARTICLE XVII**

### **TERM AND DISSOLUTION**

**Section A.** The initial term of this Agreement shall begin on the Effective Date and shall end on December 31<sup>st</sup> of the THIRD year of membership in the Department. The term shall, however, renew automatically for an additional (1) year term thereafter, subject to the dissolution provisions hereof.

**Section B.** Dissolution of the Department may be affected by a vote of at least two-thirds of the Commission and passage of ordinances of at least two-thirds of the Charter Municipalities directing dissolution. All votes required to effectuate dissolution under the terms of this Agreement must take place at least twelve (12) months prior to the start of the fiscal year during which such dissolution is to be effective.

**Section C.** In the event of dissolution of the Regional Department, all real estate, vehicles, equipment, materials, and supplies retained by the Commission shall be appraised by appraisers appointed by the Commission for the purpose of determining fair market value. The Commission shall first pay all lawful debts and obligations incurred during its term of existence, and any reasonable reserve for same. Thereafter, the Commission shall pay to each Charter Municipality, in cash or in kind, a sum equal to the value of its initial capital contribution established pursuant to Exhibits C and D hereof. Last, the remaining assets, if any, shall be distributed to the Charter Municipalities, in like kind, in the same proportion as the funding assessments for the then-current fiscal year. In the event that the Department's Charter Municipalities cannot agree upon an equitable distribution, in like kind, the assets shall be sold, and the cash proceeds

distributed in the foregoing proportions.

**Section D.** Any real estate and improvements owned by the Commission shall be sold in the event of dissolution. Notice of the intention to sell real estate shall be given to the Charter Municipalities by certified mail. The Charter Municipalities shall have the right to submit written bids on any such property, with the highest bidder being entitled to purchase, provided that the bid price is at least eighty percent of the fair market value of the property as established by a competent real estate appraiser selected by the Commission. If no qualified bids are received within thirty (30) days of notice of sale being given by the Commission, then the disposition of the property shall be by public or private sale as the Commission may determine. All proceeds of sale shall be disbursed to Charter Municipalities in accordance with Section C above.

**Section E.** Each Charter Municipality shall be responsible for any unfunded or contingent liability of the Commission in the same proportion as the funding assessments for the then-current fiscal year of dissolution, with the exception of pension liability for a police officer who, after dissolution, is rehired by a Charter Municipality, which shall be apportioned in accordance with Article X, Section C, above.

**ARTICLE XVIII**

**EFFECT OF REGIONALIZATION ON EXISTING POLICE DEPARTMENTS**

Within thirty (30) days of receiving written notice from the Commission of the date on which the Regional Department shall become operational, EAST PITTSBURGH, NORTH BRADDOCK, and RANKIN shall, as applicable, adopt resolutions:

- disbanding their respective police departments;
- conveying all existing police vehicles, equipment, materials and supplies of EAST PITTSBURGH, NORTH BRADDOCK, and RANKIN which may be useful to the Commission and/or Department to the Regional Department pursuant to Article IX of this Agreement;
- transferring the pension funds from the EAST PITTSBURGH, NORTH BRADDOCK, and RANKIN pension to the newly created pension for the Regional Department; and
- taking any other action required under this Agreement which are necessary for the Regional Department to become operational.

**ARTICLE XIX**

**AMENDMENT AND EXECUTION**

**Section A.** This Agreement shall be subject to amendment and/or modification only by written document executed by at



least two-thirds of the Charter Municipalities, as calculated below.

**Section B.** These Articles of Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and agreement.

IN WITNESS WHEREOF, the parties hereto have executed the same  
the day and year first written above

ATTEST:

EAST PITTSBURGH BOROUGH COUNCIL

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

ATTEST:

NORTH BRADDOCK BOROUGH COUNCIL

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

ATTEST:

RANKIN BOROUGH COUNCIL

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Mayor

**Appendix A: Chair Rotation**

<b>Chair Rotation</b>											
<b>Year One</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
East Pittsburgh				North Braddock				Rankin			
<b>Year Two</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
East Pittsburgh				North Braddock				Rankin			
<b>Year Three</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
East Pittsburgh				North Braddock				Rankin			
<b>Year Four</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
East Pittsburgh				North Braddock				Rankin			

**Appendix B: Vice Chair Rotation**

<b>Vice Chair Rotation</b>											
<b>Year One</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
North Braddock				Rankin				East Pittsburgh			
<b>Year Two</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
North Braddock				Rankin				East Pittsburgh			
<b>Year Three</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
North Braddock				Rankin				East Pittsburgh			
<b>Year Four</b>											
1st R				2nd R				3rd R			
<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Aug</i>	<i>Sep</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>
North Braddock				Rankin				East Pittsburgh			