



MEMORANDUM

Date: November 15, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *JN*
Subject: Agreement for Delinquency Collection with Jordan Tax

Background:

Earlier this year, Council authorized changing our delinquent collections for sewer bills to Jordan Tax Service from Central Tax Bureau (CENTAX). This was to consolidate our collection processes with Jordan Tax following their selection for EIT and other tax related collections. Our garbage billing and collection was also changed to Jordan Tax beginning in January of 2013.

Discussion:

Now that most of our collections are consolidated with Jordan Tax, they have asked that we approve an agreement that details how delinquent collections will be handled, who will handle any legal matters involving delinquent collections, and how delinquent fees are collected and disbursed.

The attached agreement was approved by the Borough Solicitor. I am now moving this forward to ensure that all of our 2012 delinquent collections and subsequent delinquent collections are handled in a consistent and verifiable manner. Jordan Tax will be compensated for all revenues collected for the Borough per our existing agreements. This agreement does set out on Page 16 additional fees for standard services associated with a delinquent collection. Those fees are borne by the person who is delinquent. Funds are available in the 2013 budget to cover the costs of delinquent collection.

Recommendation:

I recommend that Council authorize the Council President and Borough Manager to execute the attached agreement with Jordan Tax for delinquency collections for the Borough.

JN

Attachment

AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2012 by and between the **BOROUGH OF DORMONT**, having its principal place of business at 1444 Hillsdale Avenue, Suite 10, Pittsburgh, PA 15216, hereinafter referred to as "Municipality".

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JORDAN TAX SERVICE, INC., a Pennsylvania corporation, having its principal offices at 102 Rahway Road, McMurray, PA 15317, hereinafter referred to as "Jordan" or "Collector".

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GOEHRING, RUTTER & BOEHM, having its principal offices at Frick Building, 437 Grant Street, 14th Floor, Pittsburgh, PA15219, hereinafter referred to as "Special Legal Counsel" or "SLC."

WITNESSETH

WHEREAS, the Municipality is responsible for the collection of delinquent and liened taxes, tax claims and municipal claims (hereinafter "Delinquent Claims"); and

WHEREAS, Jordan and SLC have the necessary experience, expertise, and resources to assist the Municipality as the Collector and Special Legal Counsel, respectively, for the collection of the Municipality's Delinquent Claims; and

WHEREAS, Jordan and SLC are willing to serve as Collector and Special Legal Counsel, respectively, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, the Municipality, Jordan, and SLC, in consideration of the mutual promises and covenants herein, and intending to be legally bound hereby, agree as follows:

The recitals set forth above are an integral part of this Agreement and are incorporated herein as if set forth in their entirety.

I. DEFINITIONS

A. Unless defined differently herein, the words that follow shall have the following meanings:

1. "Attorney Fees" shall mean those charges for legal services imposed and collected pursuant to a schedule of Attorney Fees adopted by the Municipality in an Ordinance, or any amendment thereto, in accordance with Act 1 of 1996 and Act 20 of 2003, 53 P.S. §7106 and any other applicable law, and shall include all Attorney Fees and Out-Of-Pocket Expenses incurred in the collection of Delinquent Claims by the Municipality's Special Legal Counsel. Except as provided herein to the contrary, Attorney Fees are contingent upon collection of Delinquent Claims.

2. "Charges, Expenses, and Fees" shall mean all amounts, including Out-of-Pocket expenses, paid by, charged to, or otherwise incurred by the Municipality in connection with the collection of Delinquent Claims. Charges, Expenses, and Fees shall include, but are not limited to, Servicing Expenses, Out-of-Pocket Expenses and Postage Expenses authorized by the Ordinance, or any amendment thereto, in accordance with Act 83 of 2004, 53 P.S. §7101, and any other applicable law. Except as provided herein to the contrary, Charges, Expenses and Fees are contingent upon collection of Delinquent Claims.

3. "Collector" shall mean Jordan Tax Services, Inc. and its successors and assigns.

4. "Delinquent Claim" or "Delinquent Claims" shall consist of delinquent and liened taxes, tax claims and tax liens. Delinquent Claim(s) shall also include any delinquent sewage and garbage claims as well as other municipal claims forwarded by the Municipality to Collector

and Special Legal Counsel for collection. Delinquent Claims shall also include any of the Municipality's Delinquent Claims, filed or unfiled, subject to the recovery and payment of Attorney Fees as well as Servicing Expenses, Out-of-Pocket Expenses and Postage Expenses pursuant to the Ordinance, or any amendment thereto, adopted by the Municipality in accordance with Act 83 of 2004, 53 P.S. §7101, and any other applicable law.

5. "Delinquent Owner" shall mean the owner of a property subject to one or more Delinquent Claims.

6. "Delinquent Payor" shall mean any person or entity paying Delinquent Claims.

7. "Face" or "Face Amount" shall mean the original municipal claims amount or the original tax amount following the expiration of the early payment discount period. For municipal claims, Face or Face Amount shall mean the original municipal assessment amount, plus any applicable penalty pursuant to 53 P.S. §7203.

8. "Gross Collections" shall mean, for the purposes of calculating the Servicing Expense, the total amount of the Face, Penalty, Interest, and Lien Cost for each Delinquent Claim collected.

9. "Interest" shall mean that amount accruing on the unpaid Face Amount at a rate established by Municipality, not to exceed the statutory maximum rate, charged at 1/12th of the statutory maximum annual rate on the first day of each month for the entire month, or any portion thereof. There is no per diem rate of interest.

10. "Lien Costs" are the sum of those Charges, Expenses, and Fees charged by the County Department of Court Records or other designated County office and/or by Collector for the filing, revival, transfer, amendment, and satisfaction of a Delinquent Claim. Lien Costs shall

be in those amounts authorized in accordance with the applicable Prothonotary Fee Act, the Municipality's Ordinance, the applicable Sheriff's Fee Act or by any other applicable law.

11. "Ordinance" shall mean that Ordinance, or any amendment thereto, adopted by the Municipality pursuant to and in accordance with Sections 1, 2 and 3 of the Municipal Claim and Tax Lien Act of May 16, 1923, P.L. 207, as amended, 53 P.S. §7101, §7103, and §7106 (the "Act") respectively, including Act 1 of 1996, Act 20 of 2003 and Act 83 of 2004, adopting a schedule of Charges and Expenses, Fees for Servicing, including a percentage of Gross Collections ("Servicing Expenses"), Postage Expense and Out-of-Pocket Expenses and Attorney Fees and Out-Of-Pocket Expenses to be charged and collected as part of the Municipality's Delinquent Claims by Jordan and SLC. In the event that there is a conflict between any provision of this Agreement and the Ordinance, the Ordinance shall control.

12. "Out-Of-Pocket Expenses" shall mean Charges, Expenses and Fees and shall include any amount which is paid or incurred by the Municipality, Jordan or Special Legal Counsel in the collection of Delinquent Claims and which are recoverable Charges, Expenses and Fees pursuant to applicable law.

13. "Penalty" shall mean that amount set by the Municipality not to exceed the statutory maximum rate. In the case of municipal claims, penalty shall become part of the Face Amount pursuant to 72 P.S. §7203. Penalty shall not be charged unless authorized by statute and set by appropriate legislative action of the Municipality.

14. "Postage Expenses" shall mean Charges, Expenses and Fees and shall include those sums paid for mailings and other postal costs incurred in the collection of Delinquent Claims pursuant to the Ordinance.

15. "Record Costs" are the sum of those Charges, Expenses, and Fees relating to enforcement proceedings initiated by Municipality through Special Legal Counsel to recover Delinquent Claims. Record Costs do not include Lien Costs. Record Costs include, but are not limited to, Sheriff's Fees, Department of Court Record's Fees, court costs, recording fees and advertising costs charged in connection with an enforcement proceeding.

16. "Servicing" shall mean all of the specific Collector services provided to the Municipality by Jordan as the Collector of Delinquent Claims pursuant to this Agreement.

17. "Servicing Expenses" shall mean those Charges, Expenses, and Fees, including Commissions, Out-Of-Pocket Expenses and Postage Expenses, set by the Ordinance or any amendments thereto, which are added to Delinquent Claims for the expense of Servicing rendered to the Municipality, by Collector, to collect Delinquent Claims. Servicing Expenses accrue on the first of the month, for the entire month, or portion thereof.

18. "Special Legal Counsel" (or "SLC") shall mean Goehring, Rutter & Boehm retained by Municipality to provide assistance to Collector in Servicing and to represent Municipality in enforced collection of Delinquent Claims and in Bankruptcy Court proceedings, except as may otherwise be provided herein.

II. SCOPE OF SERVICES

A. General.

1. Municipality hereby engages the services of Jordan to act as Collector and Goehring, Rutter & Boehm to act as Special Legal Counsel and authorizes Jordan and Special Legal Counsel to collect Delinquent Claims in accordance with the terms of this Agreement, the Ordinance and in accordance with any other applicable law. Jordan and SLC are authorized to use all of the rights and employ all remedies available to the Municipality on behalf of the

Municipality and in the name of the Municipality, to collect Delinquent Claims due the Municipality, including, but not limited to, those rights and remedies available pursuant to the Act, the United States Bankruptcy Code, and all other applicable state, federal and local laws and regulations.

Jordan and SLC shall charge and collect, together with Delinquent Claims, all applicable Charges, Expenses and Fees and Attorney Fees, Penalties, Interest, Lien Costs, Record Costs, Out-of-Pocket Expenses and Postage Expenses, and any other amount due and payable in accordance with the Ordinance and any other applicable laws.

2. Except as set forth in Paragraph II(A)(4), during the term of this Agreement, Jordan shall be the Municipality's exclusive Collector and provide Servicing, and SLC shall be the Municipality's exclusive Special Legal Counsel providing legal services to the Municipality for the collection of all unpaid Delinquent Claims in accordance with this Agreement, the Ordinance and all other applicable laws. If a conflict of interest should arise in which SLC cannot represent the Municipality in a specific matter or matters, municipal legal counsel may be substituted for such specific matter or matters. In addition, from time-to-time, as the need arises, SLC may direct one or more collection matters to the Municipality's Solicitor for processing. In these instances, the Solicitor shall be considered substitute legal counsel. Compensation of any legal counsel shall be in accordance with this Agreement unless otherwise agreed to by the Municipality and substitute legal counsel.

3. The Municipality shall continue to collect all current Municipality taxes, as well as taxes and municipal claims, obligations or assessments not assigned to Jordan and/or SLC for collection.

4. With regard to delinquent garbage claims only, Jordan shall be the Municipality's exclusive Collector and provide Servicing, and SLC shall be the Municipality's exclusive Special Legal Counsel providing legal services to the Municipality beginning January 1, 2013, in accordance with this Agreement, the Ordinance and all other applicable laws

B. Specific Collection Services ("Servicing"): Collector and SLC shall provide the following services:

1. Collector Services:

a. Assemble Delinquent Claim information provided by the Municipality and create, update and maintain an electronic record of all of the Municipality's Delinquent Claims.

b. Prepare and issue statements and certifications to property owners, Delinquent Payors and interested persons.

c. Conduct mass mailings periodically.

d. Mail appropriate delinquent notices to each property owner of record or to any other appropriate person or entity upon receipt of delinquency and property information from the Municipality.

e. Conduct necessary record reviews at appropriate County offices.

f. Record and deposit on a timely basis all monies collected and disburse funds to the Municipality.

g. Prepare, enter, revive and satisfy Delinquent Claims in the appropriate dockets.

h. **Installment Payment Plans.** "Installment Payment Plans" shall be permitted for all Delinquent Owners, unless otherwise provided herein. Installment Payment Plans requested by Delinquent Payors, other than the Delinquent Owner, shall be subject to the

review and approval of the Collector or Special Legal Counsel. If an Installment Payment Plan is denied for any of the reasons contained herein, or for any other reason, a collection action may be filed as provided herein.

1. Installment Payment Plans shall be denied to any Delinquent Owner or Delinquent Payor who refuses to address all of the Municipality's Delinquent Claims in one Installment Payment Plan. Other reasons for denial of an Installment Payment Plan shall include, but are not limited to: refusal to pay the Delinquent Claims within the Term Guidelines set forth herein by the Municipality; an uncured prior Installment Payment Plan default; Delinquent Owners with multiple Delinquent Properties; Delinquent Owners subject to unresolved municipal claims or uncured zoning, health or other code violation(s); and/or Delinquent Owners of delinquent vacant land, unoccupied structures or income producing delinquent properties.

2. **Installment Payment Plan Guidelines.** The following Installment Payment Plan term guidelines are hereby established by the Municipality for all Installment Payment Plans. Any Delinquent Owner or Delinquent Payor refusing to comply with any of the term guidelines shall be required to pay all of the Municipality's Delinquent Claims in full unless the Delinquent Owner is granted a Hardship Payment Plan or, for good cause shown, an exception is made by the Municipality, Collector or SLC.

a. **Term Guidelines:**

1. **Owner Occupied Residential Properties.** The term of any negotiated Installment Payment Plan shall be 24 months or less;
2. **Tenant Occupied Residential, Occupied Commercial, Occupied and Operating Industrial Properties.** The term of any negotiated Installment Payment Plan shall be 18 months or less;

3. **Vacant land, unoccupied residential, commercial and industrial properties and any other property type not specifically referenced in sub-paragraphs 1 and 2, above.** The term of any negotiated Installment Payment Plan shall be 12 months or less.

3. **Judgment, Amicable *Scire Facias* or Consent Judgment:** The entry of judgment, whether by consent or by default, shall be a condition of any Installment Payment Plan requested following the filing of any collection action. An Amicable *Scire Facias* or Consent Judgment may be required, at the sole and absolute discretion of SLC, where an Installment Payment Plan is requested prior to the filing of a Collection Action for any delinquent property or Delinquent Owner. A Delinquent Payor, other than a Delinquent Owner, may be denied an Installment Payment Plan where payment of Delinquent Claims is not secured by a judgment against the Delinquent Property unless suitable substitute security, at the sole discretion of Special Legal Counsel, is provided by the Delinquent Payor.

4. The parameters of Hardship Payment Plans shall be as determined by the Municipality. If no Hardship Payment Plan guidelines have been set by the Municipality, any payment plan which is in excess of the above Installment Payment Plan guidelines shall be at the sole discretion of Collector and/or SLC.

i. Collector shall forward pre-foreclosure notices to property owners in accordance with Act 1 of 1996 and Act 20 of 2003 or any other applicable law as a prerequisite to the initiation of enforcement proceedings where Attorney Fees will be charged and recovered by SLC.

j. Collector shall monitor all Sheriff's Sale proceedings advertised in the Pittsburgh Legal Journal, conduct short title and tax search, if necessary, and file and update claims for Delinquent Claims as well as the Municipality's current claims with the Sheriff's

Office. If requested by the Municipality's tax collector, Collector shall file the Municipality's current tax claims with the Sheriff at no expense to the Municipality, even if there are no Delinquent Claims due the Municipality for the property subject to Sheriff's Sale.

k. Collector shall monitor Bankruptcy proceedings of which Collector has received notice and submit proofs of claim for Delinquent Claims as well as the Municipality's current claims on behalf of the Municipality, if requested to do so by the Municipality's Tax Collector.

l. Collector shall assist SLC in protecting and enforcing the Municipality's Delinquent Claims in United States Bankruptcy Court proceedings. In addition to filing and protecting the Municipality's Delinquent Taxes in Bankruptcy Court proceedings, Jordan shall also include any of the Municipality's current taxes, due pre-petition, in any proof of claim filed, if requested to do so by the Municipality's tax collector.

m. Collector shall advance all postage relating to the collection of Delinquent Claims and collect such Postage Expenses from the Delinquent Payor.

n. Collector shall assist SLC in providing legal services to the Municipality in accordance with the provisions of this Agreement and other applicable laws. Jordan maintains an in house legal department consisting of paralegals and clerks who assist SLC, at the direction of SLC, in the enforced collection of Delinquent Claims including, but not limited to: (1) investigations; (2) research; (3) preparation and filing of pleadings, motions and petitions; (4) maintaining files; (5) preparing correspondence; (6) telephone conversations with interested persons; (7) negotiating amicable *Scire Facias*, consent judgments and installment payment agreements; and (8) concluding legal proceedings.

o. Collector shall maintain a separate bank account for the deposit of the Municipality's Delinquent Claims. Jordan shall be permitted to transfer funds from such account to the Municipality, to SLC, to Jordan and to any third-parties retained to assist in the collection process and entitled to reimbursement of Charges, Expenses and Fees recovered by Jordan from the Delinquent Payor. Such third-parties may include, but are not necessarily limited to, title searchers, process servers, investigators, appraisers and any party entitled to reimbursement or refund of any amount collected.

p. Collector shall submit on a monthly basis a detailed report together with a check or wire transfer relating to collections from the preceding month or other payment period.

q. Collector shall provide all collection notices and respond to customer inquiries via trained customer service representatives.

r. Collector shall provide adequate staff and equipment necessary to provide Servicing in accordance with the terms of this Agreement.

s. Collector shall post all satisfaction entries to the appropriate Dockets, if available, when it is determined that liened Delinquent Claims have been paid in full or otherwise satisfied.

t. Collector shall provide any other service not specifically set forth herein which is deemed necessary by Jordan to collect the Municipality's Delinquent Claims in accordance with this Agreement and any applicable laws.

2. Special Legal Counsel Services:

a. During the term of this Agreement, SLC shall collect Delinquent Claims on behalf of the Municipality and shall exercise all collection and enforcement rights, duties and remedies on behalf of, in the name of, and available to the Municipality, pursuant to the Act, 53

P.S. § 7101 et seq. and all other applicable laws, including the right to seek a decree for Sheriff's Sale.

b. Pursuant to 53 P.S. §7106, Jordan shall, where applicable, provide Act 1 and/or Act 20 notices to property owners or other Delinquent Payor. If the notification required by 53 P.S. §7106 does not result in payment in full or an installment payment arrangement with the property owner or other Delinquent Payor, a praecipe for a writ of *Scire Facias* may be filed against the delinquent property and, unless paid, a judgment will be sought in favor of the Municipality for the unpaid Delinquent Claims. Such action will be pursued until the Delinquent Claims are collected in full by voluntary payment or until the delinquent property is listed and sold at Sheriff's Sale pursuant to the Act, 53 P.S. § 7101 et seq., the Pennsylvania Rules of Civil Procedures and all other applicable laws. SLC shall not execute on any In Rem Judgment entered in any *Scire Facias* proceeding initiated on behalf of the Municipality and list any Property for Sheriff's Sale without advance notice to and approval of the Municipality.

c. SLC shall be permitted, at its sole discretion, to bring legal proceedings, including but not limited to, In-Rem *Scire Facias* proceedings under the Act, assumpsit actions, rent attachments, garnishments, the sale of chattel and the filing and pursuit of claims in Bankruptcy Court, to enforce collection of Delinquent Claims. SLC shall be permitted to bring any such action on behalf of and in the name of the Municipality. SLC shall have authority to discontinue any proceeding if it determines that collection of Delinquent Claims is unlikely or that future collection efforts are not justified. If SLC has determined not to bring a legal proceeding against a specific property or against a specific delinquent account, SLC shall still file a legal action at the request of the Municipality ("Municipality Initiated") against such property or account provided that the Municipality shall reimburse SLC for Attorney Fees and

Out-of-Pocket Expenses either by advance or within 30 days of invoice. Any Attorney Fees and Out-of-Pocket Expenses thereafter recovered in such action shall be reimbursed to the Municipality.

d. With respect to Bankruptcy Court proceedings, SLC shall only be responsible for responding to routine claim objections, §506 actions, motions to sell real estate free and clear of claims and in objecting to plans or sales which do not adequately protect the Municipality's current taxes or Delinquent Claims provided that SLC has received notice of the proceedings. SLC's obligations herein with respect to Bankruptcy claims do not extend to any adversary proceedings in which the Municipality is a party. Unless other arrangements are made with SLC, each Municipality shall provide its own legal counsel to represent the Municipality in any adversary proceeding filed in Bankruptcy Court. In the event of a bankruptcy filed in a jurisdiction other than the Western District of Pennsylvania, in the event that there is a significant Delinquent Claim or current tax or municipal claim (collectively "claims") due, Jordan and/or SLC shall retain local counsel to handle Municipality's claims. To the extent that the costs and fees of such local counsel are recoverable, they shall be added to the claims and recovered from the bankruptcy estate. In the event the costs and fees of local counsel are not recoverable, then the total costs and fees shall be deducted from the Municipality's approved and recovered claims at the discretion of Jordan and SLC.

e. In Municipality Initiated Sheriff's Sales, if the "upset price" as defined in 53 P.S. §7279 of the Act, is not bid at the time of the Sheriff's Sale, SLC shall postpone the Sale and shall automatically seek a Petition to sell the property "free and clear" of liens, claims, mortgages, charges and estates ("Free and Clear Sale") pursuant to 53 P.S. §7281 of the Act. Unless a different minimum bid price is set by Collector and/or SLC, at any Free and Clear Sale

of a delinquent property, the minimum bid price shall be set at the Collector's and SLC's Charges, Expenses and Fees and Attorney Fees, Out-of-Pocket Expenses and the Record Costs of the proceeding. If no bids are received at a subsequent Sheriff's Sale, then the property shall thereafter be subject to further sale, at the sole and absolute discretion of SLC, for an amount less than the Collector's and SLC's Charges, Expenses and Fees and Attorney Fees, Out-of-Pocket Expenses and the Record Costs of such proceeding. Any eventual recovery shall be dispersed in accordance with this Agreement. At the time of any Sheriff's Sale following the grant of a Free and Clear Petition by the Court, the Municipality may bid, but its bid shall be no less than the Collector's and SLC's Charges, Expenses and Fees, Attorney Fees and Out-of-Pocket Expenses of such proceeding.

f. SLC and/or Jordan shall negotiate and enter into installment payment agreements and/or forbearance agreements for the payment of Delinquent Claims in one or more future payments. If the installment or forbearance agreement is entered into prior to the initiation of legal action, SLC and Jordan shall be permitted to require an amicable *Scire Facias* or consent judgment to secure the repayment of the Delinquent Claims. If the installment or forbearance agreement is sought following the initiation of a *Scire Facias* or assumpsit action, then that legal action shall be reduced to judgment to secure repayment of the Delinquent Claims due.

g. SLC shall assist Jordan in the preparation of Delinquent Claims for filing as municipal claims and shall review and execute all municipal claims for filing in the appropriate docket.

h. The filing of appropriate legal proceedings shall be at SLC's sole and absolute discretion. The Municipality may set guidelines as to a minimum amount due before legal action may be filed.

III. CONSIDERATION

In consideration of the services to be performed by Jordan as Collector and by SLC, the Municipality agrees to pay to Jordan and SLC as follows:

A. Compensation of Collector and SLC; Other Payments; Charges: All compensation charged shall not exceed the amounts as set forth in the Ordinance. Servicing Expenses due Collector and Attorney Fees due SLC shall be added to the Delinquent Claims and shall be recovered as part of the Delinquent Claim due. All Servicing Expenses and Attorney fees are contingent upon collection from the delinquent property, delinquent taxpayer or other Delinquent Payor. As a result and, except as provided in this Agreement to the contrary, if collection efforts do not result in payment of the Servicing Expenses and Attorney Fees due, the Municipality shall not be obligated to pay such Servicing Expenses to Collector or Attorney Fees to Special Legal Counsel.

1. **Contingent Fees.**

a. Collector:

1. Municipality agrees that Collector shall be paid a commission based upon a percentage of Gross Collections as a Servicing Expense in accordance with the Ordinance for the collection of Delinquent Claims during the term of this Agreement. The percentage may differ based upon whether the Delinquent Claim originated as a municipal claim or a tax.

b. Special Legal Counsel:

1. Municipality agrees that SLC shall be paid Attorney Fees for enforced collection of Delinquent Claims in accordance with the Attorney Fee and Out-of-Pocket Expense provisions of the Ordinance.

2. Except as provided in subparagraph 2. c. (4) below, SLC shall have the final decision concerning whether or not to pursue enforced collection against a specific property or taxpayer and SLC shall have authority to discontinue proceedings if it determines that collection of Delinquent Claims is unlikely or that further collection efforts are not justified.

2. **Non-Contingent Fees.**

a. Jordan:

The following Charges, Expenses and Fees shall be added to and become part of the Municipality's Delinquent Claims, together with face, penalties, interest, costs and Attorney Fees and shall be payable in full before the discharge or satisfaction of any Delinquent Claim.

1. \$5.50 for each tax claim prepared regardless of whether the tax claim is filed;
2. \$20.00 for each tax claim suggestion and averment ("S&A" or "revival") prepared and filed and \$10.00 for each S&A prepared but paid or deleted prior to filing. The \$10 S&A fee is not recoverable as part of the Delinquent Claim;
3. \$25.00 for each municipal claim S&A prepared and filed and \$10.00 for each municipal claim S&A prepared but paid or deleted prior to filing. The \$10 S&A fee is not recoverable as part of the Delinquent Claim;
4. \$5.00 for each Delinquent Claim transferred or assigned by the Municipality;
5. \$10.00 per Delinquent Claim satisfaction for no consideration passing receipts;
6. \$40.00 per claim for each municipal claim short title examination;
7. \$20.00 per claim for the preparation and filing of each municipal improvement and sewer rental/garbage claim;
8. \$60.00 per case for Sheriff's Sale claim certificates affecting the Municipality to conduct short title review, research appropriate records and prepare, file and monitor a claim, if any, on behalf of the Municipality.

b. Certification: Pursuant to the Ordinance, a “no lien letter” fee per each “no lien letter” shall be charged to any third party requesting such information with respect to Delinquent Claims. This fee shall be the responsibility of the third party requesting such information. Similarly, a tax certification fee per year certified shall be charged to and be paid by any third party requesting such information, in accordance with the Ordinance.

c. Special Legal Counsel and Jordan:

1. The Municipality shall be responsible for reimbursing SLC and Jordan for any Attorney Fees, Servicing Expenses, Postage Expenses and Out-of-Pocket Expenses due and owing to SLC and Jordan should Municipality direct SLC and/or Jordan to delay, discontinue, cease or withdraw from any legal proceeding.

2. If the Municipality collects any Delinquent Claim and does not include and immediately thereafter pay SLC’s Attorney Fees and Out-of-Pocket Expenses, and Jordan’s Servicing Expenses, including Out-of-Pocket Expenses and Postage Expenses, including proceeds realized by the Municipality from any financing, pledge, transfer, sale or assignment of Delinquent Claims pursuant to 53 P.S. § 7147 or other applicable law, Jordan and SLC shall be paid all amounts due and owing. If any of the above occurs, SLC and Jordan shall be entitled to payment-in-full of SLC’s Attorney Fees and Out-of-Pocket Expenses, and Jordan shall be entitled to payment-in-full of Servicing Expenses, Out-of-Pocket Expenses and Postage Expenses by Municipality within thirty (30) days of written demand.

3. Should Municipality terminate this agreement, Municipality shall have the choice, at its sole discretion, to (a) reimburse SLC for any Attorney Fees and Out-of-Pocket Expenses (“Amounts”) due and owing to SLC and Servicing Expenses, Out-of-Pocket Expenses and Postage Expenses (“Amounts”) due and owing to Jordan within thirty (30) days of

termination; or (b) permit SLC and Jordan to continue to provide services to collect Delinquent Claims and all Amounts due and owing to SLC and Jordan. In the event the Municipality chooses (a), any Amounts paid by the Municipality to Jordan and SLC may thereafter be recovered from a Delinquent Payor as reimbursement to the Municipality. In the event that the Municipality chooses (b), SLC and/or Jordan shall provide a list of those accounts to the Municipality. With the exception of any account subject to bankruptcy or subject to contested litigation, SLC's and Jordan's right to recover Delinquent Claims and any Amounts due and owing shall cease as to any Amount not recovered within three (3) years from the date of termination of this Agreement. During this three (3) year period, this Agreement shall remain in full force and effect as to those Delinquent Claims and Amounts which continue to be collected by SLC and Jordan. At any time following termination, Jordan and/or SLC may return all uncollected accounts to the Municipality thereby waiving any right to recover any Amounts due. Once returned to the Municipality, neither Jordan nor SLC shall have any right or obligation to collect any uncollected Amounts or Delinquent Claim. Any further proceedings shall be at the sole and absolute discretion of the Municipality. In the event that any Delinquent Claim returned to the Municipality is subject to any pending legal proceeding, the Municipality's Solicitor, or other designee shall, within 15 days from the return of the Delinquent Claim, substitute his or her appearance for SLC.

4. SLC and Jordan shall pursue delinquent properties and/or delinquent taxpayers by filing Municipality Initiated legal actions, even if SLC would not independently agree to file a legal proceeding, provided that the Municipality reimburses SLC for Attorney Fees and Out-of-Pocket Expenses and Jordan for Servicing Expenses and Out-of-Pocket Expenses and Postage Expenses not recovered in such proceeding. If the amounts due Jordan

and SLC are not redeemed by payment during the course of such proceeding or from a third-party bid received at Sheriff's Sale, then the Municipality shall either bid an amount sufficient to pay all amounts due Jordan and SLC and take title to the property at Sheriff's Sale or direct SLC to stop the proceeding, whether in rem or in personam, and pay all amounts due Jordan and SLC within 30 days of invoice. Any Servicing Expenses, Attorney Fees and Out-of-Pocket Expenses paid by the Municipality to Jordan and SLC and thereafter recovered from a Delinquent Payor shall be reimbursed to the Municipality.

3. **Detailed Records.** SLC and Collector shall maintain detailed records of all Attorney Fees, Servicing Expenses and Out-of-Pocket Expenses collected pursuant to this Agreement and shall keep a separate account of such amounts for each delinquent account where any Attorney Fees, Servicing Expenses or Out-of-Pocket Expenses are recovered. SLC shall comply with this provision if such records are maintained by Collector or SLC. All Attorney Fees and Out-of-Pocket Expenses shall be added to the Delinquent Claims for each property subject to a proceeding initiated by SLC. Attorney Fees shall thereafter be collected by SLC or by Collector on behalf of SLC as payment of legal services rendered to the Municipality by SLC. Servicing Expenses and Out-of-Pocket Expenses due Collector shall be charged and collected by the Collector and shall serve as compensation for services rendered to the Municipality by Collector, except that liability for payment of such amounts shall not be contingent upon the initiation of a legal proceeding.

4. **Miscellaneous Provisions.**

a. Jordan shall be the exclusive Collector and SLC shall be the exclusive SLC of Delinquent Claims during the term of this Agreement. Municipality shall not accept any payment of any Delinquent Claims or enter into an installment payment agreement with any

Delinquent Payor for any Delinquent Claims. Any Delinquent Claim payment received by the Municipality, including proceeds from the sale, transfer and assignment of Delinquent Claim liens or receivables, or from a financing transaction shall be forwarded to Jordan for application in accordance with the terms of this Agreement. If the Municipality fails to collect or protect the Servicing Expenses, Postage Expenses, Out-of-Pocket Expenses due Jordan and/or Attorney Fees and Out-of-Pocket Expenses due SLC as provided herein, Jordan shall be entitled to payment-in-full of the Servicing Expenses, Postage Expenses, and Out-of-Pocket Expenses due Jordan and Special Legal Counsel shall be entitled to payment-in-full of any Attorney Fees and Out-of-Pocket Expenses due SLC, which, if not deducted and paid by Jordan in accordance with Article IV (Distribution of Delinquent Claim Collections), shall be paid by the Municipality within thirty (30) of Jordan's and/or SLC's written demand for payment.

b. To the extent that any portion of the Servicing Expenses, Postage Expenses, Out-Of-Pocket Expenses or Attorney Fees charged and collected in accordance with this Agreement are deemed by any court to be unlawful, the Municipality shall be solely responsible for reimbursement or refund of any amount due to any Delinquent Payor entitled to such refund. All Servicing Expenses, Postage Expenses, Out-Of-Pocket Expenses, and Attorney Fees collected by Jordan and SLC, shall be retained by Jordan and SLC as compensation for services rendered and reimbursement of Out-of-Pocket Expenses and Postage Expenses pursuant to the terms of this Agreement.

c. Jordan shall add all Record Costs, Lien Costs, Servicing Expenses, Postage Expenses, Out-Of-Pocket Expenses and Attorney Fees due to each Delinquent Claim due and shall collect such amounts, together with the Face, Penalty and Interest due and owing

for each Delinquent Claim, from the Delinquent Payor. Jordan shall provide a monthly collection report to the Municipality detailing collections made in the preceding month.

d. Municipality agrees that any and all Record Costs, Lien Costs, Postage Expenses and Out-Of-Pocket Expenses advanced by Jordan or SLC are costs which are the responsibility of the Municipality. The Municipality shall advance all Lien Costs. All Record Costs, through judgment, shall be advanced by Jordan and/or SLC subject to reimbursement as provided herein.

e. In the event that any Record Costs, Lien Costs, Postage Expenses and Out-Of-Pocket Expenses are advanced but not recovered by Jordan or SLC in the Servicing and/or in the enforced collection of Delinquent Claims, Municipality agrees to and shall make payment to Jordan and/or SLC for any and all Record Costs, Lien Costs, Postage Expenses and Out-Of-Pocket Expenses paid or incurred within thirty (30) days of Jordan's written demand for payment.

f. SLC shall not be responsible for advancing any Record Costs or Out-of-Pocket Expenses. If such costs are ever advanced by SLC, SLC shall be reimbursed by Municipality within thirty (30) days of SLC's written demand for payment unless such costs are recovered by SLC or Collector in the enforced collection or Servicing of Delinquent Claims.

IV. DISTRIBUTION OF DELINQUENT CLAIM COLLECTIONS

Jordan shall add all Record Costs, Lien Costs, Servicing Expenses, Postage Expenses, Out-Of-Pocket Expenses and Attorney Fees due to each Delinquent Claim due and shall collect such amounts, together with the Face, Penalty and Interest due and owing for each Delinquent Claim, from the Delinquent Payor.

A. Full Payment.

Upon receipt of full payment Jordan shall, as funds are available, remit (i) all Attorney Fees and Out-Of-Pocket Expenses to Special Legal Counsel, (ii) the Servicing Expense, Postage Expense and Out-Of-Pocket Expense due Jordan (iii) Record Costs, Lien Costs and third party expenses, and (iv) the Face, Penalty and Interest portion of the Delinquent Claims to the Municipality.

B. Less than Full Payment or Installment Payments.

Where a less than full payment of Delinquent Claims has been received, or when Delinquent Claims are being paid in installments, Jordan shall distribute the amounts collected to the SLC, Jordan, third-parties and to the Municipality in the following order of priority:

1. Reimbursement of SLC's Out-Of-Pocket Expenses and Attorney Fees.
2. Reimbursement of Jordan's Out-Of-Pocket Expenses, Servicing Expenses and Postage Expenses.
3. Reimbursement of Record Costs and third party expenses.
4. Delinquent Claim collections shall next be applied in the following order¹:
 - a. Delinquent taxes, the earliest in lien having priority, until each tax year is paid-in-full;
 - b. Municipal claims, the earliest in lien having priority, until each municipal claim is paid-in-full;

¹ Pursuant to applicable law, a Delinquent Payor is permitted to direct a payment towards a specific debt. The Delinquent Payor is not permitted, however, to direct how the payment is to be applied towards the specific debt. Thus, the application of payment set forth in this subparagraph 4 applies where no specific payment direction has been provided by the Delinquent Payor. In addition, if there are multiple delinquent accounts with common ownership, absent application of payment direction by the Delinquent Payor, the payment shall be applied to a specific account at the sole and absolute discretion of SLC and/or Jordan.

5. Partial payment of a Delinquent Claim not sufficient to pay a Delinquent Claim in full shall be applied in the following order:

- a. Penalty;
- b. Interest;
- c. Lien Costs;
- d. Face;

6. Interest and Servicing Expenses shall continue to accrue on the Delinquent Claim until the full amount necessary to satisfy a year's Delinquent Claim is paid in full. Interest and Servicing Expenses accumulate on the first of the month for the entire month, or part thereof, in which payment is received. There is no per diem rate of interest or per diem Servicing Expense. Pursuant to 53 P.S. §7203, with respect to delinquent municipal assessments collected on behalf of the Municipality, if any, and to the extent permitted by law, the Penalty portion of any such municipal assessment shall be included in the amount for which the municipal claim is filed.

C. Delinquent Claim Reductions, Additions and Set-Offs.

1. From time-to-time, a proceeding results in the payment of an amount less than the full amount of the Delinquent Claims due and owing. This includes, but is not limited to, Bankruptcy sales free and clear of liens, sales pursuant to Section 31 and Section 31.1 of the Act, compromises, distributions in eminent domain proceedings and quiet title actions. In the event of such sale, compromise, or reduction, the Delinquent Claims shall be distributed in accordance with Article IV. B. (Less Than Full or Installment Payments) of this Agreement.

2. If a Delinquent Claim previously paid to Jordan is reduced through a tax assessment reduction or by any other decree occurring after the date of payment of such Delinquent Claim by Jordan to the Municipality, the Municipality shall be responsible for paying any refund due

directly to the Delinquent Payor. Jordan shall be responsible for refunding directly to the Delinquent Payor that portion of the Servicing Expense relating to the amount of the Gross Collections reduced by the reduction.

3. Collector and SLC are authorized to use the Municipality's right to set off any claim to a refund against any municipal obligation owed in accordance with the Act, 53 P.S. § 7231-7235.

V. MUNICIPALITY'S ADDITIONAL RESPONSIBILITIES

A. Records:

1. Municipality shall provide Jordan with all Delinquent Claim information, which includes detailed statements or records of Delinquent Claims due and owing for each property and/or owing Delinquent Claims to the Municipality, in a form acceptable to Jordan at the sole expense of the Municipality and provide Jordan with access to all relevant documents, records, facilities, and personnel necessary for Jordan and/or SLC to effectively provide services under this Agreement. Neither Jordan nor SLC shall be responsible for the accuracy or correctness of any of the Municipality's records relating to any Delinquent Claim due prior to the date of this Agreement. Jordan shall endeavor to assemble a unified Delinquent Claim record of the Municipality's Delinquent Claims to the best of Jordan's ability. However, Jordan shall not be responsible for the accuracy of any Delinquent Claim where the data provided to Jordan by the Municipality is inaccurate or is insufficient to prepare a complete record for that Delinquent Claim. Upon receipt of a termination for cause or for non-renewal, Jordan shall promptly transfer the Municipality's tax records by electronic means.

B. Miscellaneous:

1. Municipality shall execute any and all necessary powers of attorney or other documents or shall otherwise deputize or grant whatever authority is necessary, if any, in addition to the authority provided in this Agreement, for Jordan and SLC to provide the services required herein.

2. Municipality shall provide to Jordan and/or SLC all notices which the Municipality receives relating to any event or proceeding that may affect any Delinquent Claim, delinquent person or delinquent property. Absent independent receipt of such notices by Jordan or SLC, Jordan and SLC shall not be responsible for any Delinquent Claim affected by such event or proceeding.

3. Municipality shall provide Jordan and SLC with a list of any pending legal proceedings, filed on behalf of or against the Municipality, including any pending Bankruptcy Court proceedings involving any Delinquent Claims. Jordan, SLC and the Municipality shall then determine whether such pending legal proceedings will be concluded by SLC and Jordan or by Municipality, through those persons or entities handling such matters on or before the date of this Agreement. If it is determined that SLC shall represent the Municipality in any such matter, a substitution of appearance shall be prepared by the Municipality's prior legal counsel in such matter or matters. If such matter or matters shall continue to be handled by someone other than Jordan and SLC, any statement of the balance due for Delinquent Claims shall be obtained from Jordan and payments made, unless otherwise agreed to, shall be made to Jordan and applied in accordance with the provisions of this Agreement.

4. Beginning on the date of this Agreement, and unless otherwise provided herein, Municipality shall not institute any independent collection action or collection proceeding,

whether administrative or judicial, with respect to any Delinquent Claim unless it is determined by the Municipality, Jordan and SLC that the Delinquent Claims are not likely to be collected and that the Municipality will utilize an administrative or judicial procedure to attempt to transfer title to the property subject to the Delinquent Claims. No such action shall be filed without SLC's consent if the property in question is subject to a pending action filed on behalf of Municipality by SLC unless all Attorney Fees and Out-of-Pocket Expenses are paid by the Municipality. In a proceeding initiated by the Municipality pursuant to this Paragraph, Jordan shall continue to act as Collector and all payments received shall be forwarded to Jordan and shall thereafter be applied pursuant to this Agreement.

VI. CONDITIONS PRECEDENT

1. Jordan shall have received a complete list of the Municipality's unpaid Delinquent Claims and had ample opportunity to create an appropriate database to be used in the collection of such Delinquent Claims before Jordan and SLC shall be obligated to perform pursuant to the terms of this Agreement.

2. Municipality shall have complied with all of the representations and warranties set forth in Article VII, below.

VII. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the Municipality.

1. Municipality hereby represents and warrant as of the date of this Agreement that:

a. Municipality is duly organized and validly existing under the laws governing its creation. Municipality has taken all necessary action to authorize the execution, delivery, and performance of this Agreement;

b. Municipality has adopted all appropriate ordinances, resolutions, obtained any consent, approval, authorization, or order of any court or governmental agency or body required for the execution, delivery, and performance by the Municipality of this Agreement;

c. Municipality has adopted an Ordinance pursuant to Sections 1, 2, and 3 of the Act, as amended, 53 P.S. §§7101, 7103, and 7106, respectively, as amended by Act 1 of 1996, Act 20 of 2003 and Act 83 of 2004, allowing the Charges, Expenses, and Fees of Servicing (“Servicing Expenses”) including a percentage of Gross Collections and postage reimbursement (“Postage Expenses”) and SLC’s Attorney Fees and Out-of-Pocket Expenses to be collected as part of Delinquent Claims collected on behalf of the Municipality by the Collector. This Agreement authorizes Jordan and SLC to act in reliance upon said Ordinance and any other relevant ordinances or resolutions for the purpose of collecting amounts due for Delinquent Claims.

d. Municipality has set, by appropriate legislative action, Interest and Penalty at the statutory maximum rates.

e. The Delinquent Claims subject to this Agreement have not been waived, modified, altered, satisfied, redeemed, or subordinated in any respect, or rescinded, and the property subject to such Delinquent Claims have not been released from the lien evidenced by the Delinquent Claim, in whole or in part.

f. The Face Amount of each Delinquent Claim, whether or not filed as a lien, tax claim or municipal claim, is true and correct to the best of the Municipality’s information, knowledge, and belief.

g. All Delinquent Claims filed prior to the date of this Agreement have been filed in accordance with applicable law and are valid and collectible if any balance due remains uncollected.

B. Representations and Warranties of Jordan and SLC.

1. Jordan hereby represents and warrants as of the date of this Agreement that:

a. Jordan is a corporation duly and validly existing, in good standing, under the laws of the Commonwealth of Pennsylvania. Jordan has taken all necessary action to authorize the execution, delivery, and performance of this Agreement; and

b. This Agreement and all of the obligations of Jordan hereunder are the legal, valid, and binding obligations of Jordan, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally.

2. SLC hereby represents and warrants as of the date of this Agreement that:

a. SLC is a professional corporation duly and validly existing in good standing, under the laws of the Commonwealth of Pennsylvania. SLC has taken all necessary action to authorize the execution, delivery, and performance of this Agreement; and

b. This Agreement and all of the obligations of SLC hereunder are the legal, valid, and binding obligations of SLC, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally.

VIII. CONTRACT TERM

A. Term.

The Term of this Agreement shall be three (3) years from the date first written above, unless sooner terminated pursuant to Article VIII, Part C hereof. To the extent not terminated as provided below, this Agreement shall renew for consecutive one (1) year Terms.

B. Default.

If (i) a party to this Agreement fails to materially comply with any of the representations and warranties made herein; or (ii) a party to this Agreement fails to materially comply with any other material provision of this Agreement within thirty (30) days after written notice from a non-defaulting party of such material noncompliance or within such reasonable but necessary longer time needed to comply, provided that the alleged defaulting party is diligently making all reasonable efforts to comply, such party shall be in default. Upon the occurrence of a default hereunder, the defaulting party shall within thirty (30) days of receipt of such written notice of default have thirty (30) days to correct the breach or material non compliance or such longer time as reasonable necessary to comply. If the defaulting party does not cure the default within the cure period, then a non-defaulting party may pursue any remedy at law or in equity to which it may be entitled including bringing action to specifically enforce provisions of this Agreement and/or collect any sums due hereunder.

Failure by the Municipality, Jordan or SLC to take timely action with respect to any potential default or violation by the Municipality, Jordan or SLC of any of the terms, conditions covenants or representations and warranties of this Agreement shall not in any manner limit, prejudice, diminish, or constitute a waiver of any right of the Municipality, Jordan or SLC to act

with respect to any subsequent violation or default including any violation or default which is similar in nature to any prior violation or default that was not the subject of any action.

C. Termination.

1. Termination by Parties for Material Breach. During any term of this Agreement, this Agreement may be terminated by the parties only for an uncured material breach of its terms after written notice and opportunity to cure. A material breach shall include any uncured default as provided in Part B above. If the material breach or incident is cured, this Agreement shall remain in effect through the initial term or any subsequent term hereof. Termination for material breach of one party shall not be termination as to the other parties.

2. Termination for Non-Renewal. This Agreement shall terminate upon written notice from the Municipality, received by Jordan and/or SLC ninety (90) days or more prior to the expiration of any Term. Termination as to Collector or SLC shall not terminate as to the other.

3. Upon termination for default or non-renewal of this Agreement, Jordan shall provide the Municipality with statements of Servicing Expenses, Postage Expenses, and Out-of-Pocket Expenses due Jordan, and SLC and/or Jordan shall provide the Municipality with statements of Attorney Fees due SLC which shall be paid to Jordan and SLC within thirty (30) days of invoice unless otherwise provided herein to the contrary.

4. This Agreement shall terminate as to Jordan or SLC upon ninety (90) days prior written notice to Municipality. Termination by either Collector or SLC shall not terminate as to the other.

D. No Co-Partnership or Agency.

It is understood and agreed that nothing herein contained is intended or shall be construed in any respect to create a relationship of co-partners between Municipality, Jordan and SLC.

Jordan and SLC shall be considered to be independent contractors at all times under this Agreement providing services to the Municipality as authorized herein and by applicable law.

E. Compliance With Laws.

Jordan and SLC shall fully obey and comply with all applicable laws and ordinances which are or shall become applicable to the work done under this Agreement.

F. Notices.

1. All notices, reports, and documents required under this Agreement shall be given as follows:

a. **As to Borough of Dormont:**

**Manager, Borough of Dormont
1444 Hillsdale Avenue, Suite 10
Pittsburgh, PA 15216**

or such other place or person as the Municipality may designate in writing.

b. **As to Jordan:**

William R. Linnert, Jr., President
Jordan Tax Service, Inc.
102 Rahway Road
McMurray, PA 15317

or such other place as Jordan may designate in writing.

c. **As to Special Legal Counsel:**

Michael G. McCabe, Esquire
Goehring, Rutter & Boehm
Frick Building
437 Grant Street
14th Floor
Pittsburgh, PA 15219

or such other place or person as the Municipality may designate in writing.

G. Legal Challenges.

1. Jordan and SLC: Except as otherwise provided specifically herein, Jordan and SLC agree that they shall be responsible for the payment of their own attorney fees and costs of

defense in the event of any lawsuit filed alleging any improper act, error, or omission of Jordan or SLC or by any agent, employee, licensee, contractor, or subcontractor of Jordan or SLC with respect to the Servicing of the Delinquent Claims.

2. Municipality: The Municipality agrees that it shall be responsible for the payment of its own attorney fees and costs of defense in the event of any lawsuit filed by reason of any act, error, or omission of the Municipality or of any agent, employee, licensee, contractor, or subcontractor of the Municipality, other than Jordan or SLC. In addition, the Municipality shall be responsible for providing legal counsel at its sole cost and expense in any litigation brought against Jordan or SLC challenging the legal authority of the Municipality, Jordan or SLC to collect the Delinquent Claims, Lien Costs, Record Costs, Servicing Expenses, Attorney fees and Out-of-Pocket Expenses pursuant to the terms of this Agreement.

H. Indemnification.

The Municipality shall defend, indemnify and hold harmless Jordan from any damages, costs or expenses, including attorney fees, with respect to lawsuits or other legal proceedings which challenge the legality of any Municipality's resolutions and/or ordinances or which result from the use of erroneous information provided to Jordan by the Municipality or for the acts or omissions of any collector which preceded Jordan. Jordan shall defend, indemnify and hold harmless the Municipality from any damages, costs or expenses, including attorney fees, that result from the acts or omissions of any employee, servant or agent of Jordan in providing services on behalf of Jordan or the Municipality pursuant to this Agreement.

I. Modification or Amendment.

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

J. Applicable Law.

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

K. Survival.

It is understood and agreed that the duties of Jordan, SLC and the Municipality hereunder and the representations and warranties set forth herein shall survive the collection of any Delinquent Claim by Jordan or SLC.

L. Authorization.

This Agreement is entered by the Municipality, approved by the Council of the **Borough of Dormont** on _____, 2012.

(Signature Page Follows).

IN WITNESS WHEREOF this Agreement is duly executed on the day and year first above written by the parties hereto, intending themselves to be legally bound hereby.

ATTEST:

JORDAN TAX SERVICE, INC.
Federal ID #25-1319034

By: _____
William R. Linnert, Jr., President

ATTEST:

GOEHRING, RUTTER AND BOEHM
Federal ID #25-1291135

By: _____
Michael G. McCabe, Shareholder

ATTEST:

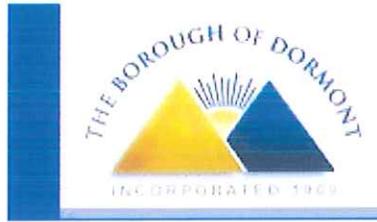
_____, Secretary

BOROUGH OF DORMONT

By: _____
Title: _____

APPROVED AS TO FORM:

Solicitor



MEMORANDUM

Date: November 15, 2012
To: President, Vice-President, Council and Mayor
From: Jeff Naftal, Borough Manager *gn*
Subject: Telecommunications Audit Agreement

Background:

During the course of the Fiscal Year 2013 budget process, I discovered that there are a number of operational areas that we really know very little about and that I cannot truly justify the expenses we are paying for these areas. One such area is telecommunications where we have multiple vendors providing similar services in the areas of telephones, cellular phones, internet access and wireless connectivity. Because of this, I indicated at our Workshops that this was one area I would be focusing on in 2013.

Discussion:

I received information this week through the National League of Cities about a company that performs telecommunications audits for municipalities throughout the country. The company, Espy Services, will contact each of our telecommunications providers, evaluate all of the components of our bill, and determine whether there are overcharges, mischarges, or other bill changes that would result in either credits for prior payments and/or reductions in future payments. They will also then evaluate the services we have and offer suggestions on streamlining our services or enhancing our services.

Espy does all of this on a contingency basis. They get 50% of any back credits we receive from their evaluation. They also get 50% of any bill savings for the first 12 months of the savings. If there are no credits or future savings, then they receive nothing. They even have a guarantee that if we receive less than \$100 they will take nothing. So the Borough gets a comprehensive evaluation of our telecommunications providers and we only need to pay if we receive savings from the evaluation.

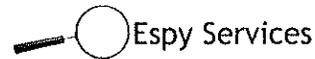
I have attached their agreement as well as some information on the company and the services they provide.

Recommendation:

I recommend that Council authorize me to execute an agreement with Espy Services to perform a telecommunications audit for the Borough.

JN

Attachments



www.espservices.com

Client

Address

City State Zip

Telephone Contact

Service Agreement

- 1.) The above named Client and Espy Services, Inc. (hereinafter Espy) are entering into this agreement as of the date written below with respect to the correction, reduction and negotiation of all Client telecommunications cost. Espy does not receive compensation from any telecommunications providers.
- 2.) Findings are defined as errors, overcharge or savings opportunities which would result in a financial gain to Client if implemented.
- 3.) Espy agrees to audit all Client telecommunications accounts for the purpose of finding errors and overcharges that now exist or may have existed on past invoices. Espy will negotiate with the vendors to have all errors and overcharges removed and obtain credits for past errors and overcharges. Client agrees to pay Espy 50% of all credits and overcharges obtained.
- 4.) If there are reductions in the Client's billings, by correction of errors, rate change advisements, service changes, and contract negotiations by Espy or Client, or any combination thereof, that shall manifest in future savings, Client agrees to pay Espy 50% of the monthly savings for a 12 month period. (tariff mandated rate changes and cost reductions due to employee downsizing are excluded from these fees). Actual savings will be calculated and based on the rates and fees the Client is actually paying as of the date of this agreement. Payments will be calculated monthly beginning the date the savings first appear on the Client's bill and shall continue for 12 consecutive months.
- 5.) Payment to Espy will be due within 10 days of the date of credit, savings or refund is reflected on Client's bill. Interest shall accrue on each late payment at the rate of 1.5% each month until paid in full.
- 6.) Client agrees to give its full cooperation to Espy in providing information deemed necessary for analyzing, negotiating and implementing in a timely manner. Espy will perform all work necessary, including the implementation of findings to enable Client to verify all savings and credits on its bills. Espy will begin implementation of all findings after 14 days from the time that the Client has received them.
- 7.) Client shall not use directly or indirectly, or authorize the use by a third party, throughout the 12 month period referred to in section 4 above and for 12 months following this agreement, any information obtained by Espy to acquire credits, refunds or future savings unless Espy has first been paid its fee. Furthermore, Client agrees that it will not, during the term of this agreement, negotiate with any telecommunications provider as this will result in a duplication of efforts.
- 8.) The term of this agreement shall be 12 months from the date of acceptance. Client acknowledges that Espy will perform its work at 1029 13th Street., Bedford IN 47421, and stipulates that jurisdiction for this agreement shall be in Lawrence County, IN.
- 9.) The undersigned represents and warrants that he/she is authorized and empowered to sign this agreement for and on behalf of the Client.

Client Authorized Representative

Espy Services Authorized Representative

Printed Name and Title Printed

Name and Title

Date

Date



Top 10 reasons to choose Espy Services for revenue recovery

The things that set Espy Services above the competition

1. An established and trusted company

Espy Services is a brand that stands for honesty, integrity and 100% client satisfaction; this is our commitment to you.

2. Experience and expertise

Our auditing team has decades of telecom experience, which encompasses virtually all vendors over the last thirty years.

3. Contingency only

Espy Services works only on contingency. There are no up-front fees or hidden costs; all fees are based on funds recovered and future savings created.

4. No long-term contracts

Espy Services does not bind clients down with multi-year agreements.

5. 100% transparent

Espy Services provides the client with ongoing feedback on all findings. The auditing team is in direct contact with the client throughout the process.

6. Proficiency in Comprehensive Data

Espy Services obtains records directly from the vendor and reviews line by line the product codes and contracts to uncover errors and inconsistencies. This "old school" approach is truly the only way to conduct a thorough audit.

7. We do the work

The only information required from the client is the first page of their latest telecom billings and Espy's signed and completed documents. It's that simple!

8. Complete telecommunications billing investigation

Espy Services reviews Local, Long Distance, Internet, Data, Wireless and Cable billings. Unlike some other auditing firms, there are no additional fees or charges for auditing all of your telecommunication billings.

9. Unbiased recommendations

Espy Services is not aligned with any carriers or vendors nor does Espy Services receive any commissions or payment from carriers or vendors. This means that Espy Services is only concerned about what is best for the client. Over 95% of all audits conducted by Espy result in no vendor change.

10. Peace of mind

Correct and reasonable billings give you peace of mind





Telecom Auditing

- How much do you spend each month on your telecom expenses?
How much of that monthly cost is in error?
- Telecom invoice auditing determines what is being charged on the monthly telecom billings and the accuracy of those charges.
- Espy Services helps clients by **recovering funds** they have been overcharged and creating **future cost containment** by correcting errors in telecom billings.
- Statistics show that **over 85%** of all business and organization telecom bills contain errors.
- Telecom errors, on average, will account for **24% or more** of a client's telecom cost.
- Finding and correcting telecom errors is the **customer's responsibility**; telecom companies allow overcharging errors to remain on the monthly bills.
- Telecom billing errors include but are not limited to: Incorrect or non-implementation, duplicate charges, added charges, and thousands of potentially incorrect codes which generate incorrect billing amounts.
- Thorough telecom auditing reviews local phone service, long distance, voice and data usage, Internet connections, cellular, and circuit charges; all are areas of potential concern.
- Proper telecom auditing requires experience and expertise to review each line of customer service recorded data and the ability to identify errors.
- Maximum recovery requires the negotiating experience and time devoted to working with the telecom providers to ensure they return the past overcharges.



Espy Services: Your Trusted Partner

WHO IS ESPY SERVICES?

- We are a telecom auditing company working for you not any telecom providers
- We are experienced in the industry and committed to correcting telecom errors

WHAT DOES A SERVICE LIKE THIS COST?

- Our charges are **solely based** on funds recovered and on savings created
- If nothing is in error there are no costs associated with our work

WHAT CAN I EXPECT FROM ESPY SERVICES?

- Recovery of overcharged telecom fees
- Corrections of telecom billing errors
- Recommendations to decrease costs for the exact same services
- Truthful and honest evaluation from an independent voice of experience

WHAT EFFORT IS REQUIRED ON MY PART?

- We ask you to provide some initial data, and a contact person with whom to discuss findings

WHAT IS REQUIRED TO GET STARTED?

- Completed agreement
- The front page of your recent telecom, internet, and cable bills
- The summary page from each assigned cellular phone number

WHAT IS AT RISK?

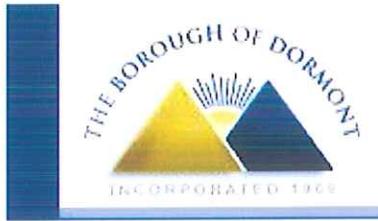
- **Nothing**: no changes, no investment of time and no investment of money
- Espy Services will do all of the work and only charge fees based on a percentage of the financial benefit provided

WHAT ARE THE BENEFITS?

- **Money returned** to you from your telecom providers
- **Error free telecom billings** which give you lower monthly bills
- **Peace of mind** that your telecom billings are accurate and fair

Espy Services
Kaylee Diamond
Toll Free: 800 991 8832
Fax: (888) 914-3779 (ESPY)
E-Mail: kdiamond@espy-services.com

www.espy-services.com



MEMORANDUM

Date: November 16, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager 

Subject: Renewal of Agreement for Code Red Service

Background:

In 2009, the Borough contracted with One Call Now for an emergency notification system. This system, commonly called by its copyrighted name of "Reverse 911" allows the Borough to send voice messages to residents who sign up for the service notifying them of emergency situations or just general information such as reminders about street sweeping. In July of this year, One Call Now was bought out by Emergency Communications Network (ECN) whose product goes by the name of "Code Red". We have been using Code Red since then under the terms of our original contract with One Call Now.

Discussion:

ECN has submitted an agreement to the Borough to renew our original agreement for a period of three (3) years. The terms of the renewal are identical to the terms of the original One Call Now agreement including all annual fees. As this system has proven very valuable to the Borough in keeping our residents well informed, and because Code Red has enhanced features over the original One Call Now system, it would be valuable for us to renew this agreement. While there are a few other providers of these types of services, ECN is the industry leader. Their system is used throughout the United States and offers flexibility that their competitors do not. In fact their competition is shrinking as they purchase some of these smaller companies like One Call Now.

The contract would cost the Borough \$3,763.80 per year for the three years of the contract. We have funding in the Fiscal Year 2013 budget to cover this cost in the Data Processing Department.

Recommendation:

I recommend that Council authorize me to execute a three year renewal agreement with Emergency Communications Network for an emergency notification system at a cost of \$3,763.80 per year.

JN

Attachment

CODERED SERVICES AGREEMENT

OCN/ECN Conversion Agreement
Unlimited Emergency Use

This CodeRED® Services Agreement ("Agreement") is made and effective as of **June 30, 2011** (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") and **Borough of Dormont** a body politic and corporate of the State of **Pennsylvania** ("Licensee") located at **1444 Hillsdale Ave., Dormont, Pennsylvania 15216.**

Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"). Licensee desires to utilize the Service for the purpose of communicating matters of public interest and concern. The parties agree as follows:

- 1. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service in accordance with the terms of this Agreement. Licensee assumes full responsibility for use of the Service by anyone who uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to **three (3)** unique user name(s) and password(s).
- 2. Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any associated materials. The License confers no title or ownership in the Service or its underlying technology. Licensee understands and agrees that United States copyright laws protect the Service. Licensor reserves all rights in and to the Service and all underlying data and information maintained by Licensor relating to the Service, including but not limited to, the source or object code.
- 3. Functionality:** Licensee's map shall only include data located within the geographic boundaries of the **Borough of Dormont, Pennsylvania (the "Calling Area")**. Licensee may only place calls to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on the Signature Page. Licensee agrees to pay Licensor, at its then-current rates, for Licensee's use of the Service beyond those set forth in this Agreement.
- 4. Costs for the Service:** Licensee agrees to pay all costs and fees for utilizing the Service, as described on the Signature Page, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on the Signature Page is predicated on **\$0.82** per recipient ("Price Per Recipient"), based upon the number of Licensee's recipients, not to exceed **4,500**. Licensee further understands and agrees that a deviation **above 2%** of such population, as is listed in this Agreement, shall result in increased pricing, prorated in accordance with the time remaining in the Term, calculated by multiplying the Price Per Recipient by the updated population. Payment is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174.
- 5. Term of the Service Agreement:** This Agreement will continue for a period of **three (3) years** (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as set forth herein, Licensee's access to the Service will be terminated.
- 6. Annual System Minute Bank Replenishment:** Licensor will grant Licensee unlimited use of the Service for delivering Emergency Messages within the Calling Area, and unlimited use of the Service for delivering messages to Licensee's staff. Emergency Messages are defined as messages delivered for incidents that are an immediate danger to life and/or property in the area immediately affected by the emergency event. Licensee will also be provided with a bank of system minutes, as defined on signature page, for general non-Emergency Messages to businesses and residents in the Calling Area ("General System Minutes"). In the event the Term of this Agreement continues for more than one (1) year, the General System Minute bank will be refilled annually, to **1,000** General System Minutes upon the anniversary of the Effective Date. General System Minutes are not transferable and do not rollover from year to year, absent separate written agreement.
- 7. Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional **four (4) year** period (each a "Renewal Term"), except as otherwise set forth herein. This renewal provision will extend the Agreement by **four (4)** additional years at the end of each Initial Term or Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then-current Initial Term or Renewal Term.** In the event the Agreement is extended:

a) Licensee's General System Minute bank will be replenished to the original 1,000 annual minute balance for non-Emergency Messages and Licensor will update its systems to extend the License for **four (4)** additional years of use for unlimited Emergency Messages and unlimited staff messages;

b) Licensor will invoice Licensee annually at a rate equal to the Price Per Recipient of \$0.82 multiplied by the most recent number of Licensee recipients, plus a 2% service fee, and Licensee agrees to pay the additional fees set forth in this paragraph for **all four (4) years** in each Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 4.

8. **Minute Bank Refill Feature:** Licensee understands that the actual calling minutes used by Licensee for non-Emergency Messages to residents and businesses in the Calling Area will be deducted from the balance of General System Minutes remaining in Licensee's account. In the event that using the Service for non-Emergency Messages completely exhausts Licensee's included General System Minutes, Licensor will immediately refill Licensee's General System Minute bank with a block of 1,000 General System Minutes and will invoice Licensee for the Additional General System Minute price as indicated on the Signature Page. Licensee shall pay Licensor in accordance with the terms set forth in paragraph 4. Licensee understands and agrees that it is required to maintain a General System Minute balance at all times, and agrees to purchase additional General System Minute blocks as needed in order to maintain a General System Minute balance.
9. **Appropriate Use of The Service:** Licensee agrees to maintain its user name(s) and password(s) as confidential information. Licensee agrees to use the Service in a way that conforms with all applicable federal, state and local laws and regulations, including but not limited to all telemarketing and prerecorded call laws. Licensee agrees that Licensor shall not be liable for the content of message(s) created by Licensee or by those who access the Service using Licensee's codes. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of any laws or this Agreement by Licensee; from the content, placement, or transmission of any messages sent through Licensee's accounts, or use of the Service through Licensee's account.
10. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee for any interruption of service as a result of any disruption by an Internet Service Provider or public utility. Licensee agrees that any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network and that Licensor cannot guarantee the delivery of email and text messages.
11. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); and (c) the individual signing on behalf of Licensee has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
12. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with the existence, furnishing, function, or Licensee's use of the Service or this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service shall not exceed the most recent payment made by Licensee to Licensor. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.**
13. **Confidentiality:** Licensee understands and agrees that persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop a database of such information, along with other information licensed to Licensor (the "Data"). Licensee agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall make no ownership claims regarding such Data. Licensee further acknowledges that Licensor may disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the

Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, diagrams, manuals, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify the Licensor of the receipt of any subpoena or similar order and of any request under a Public Information Act or similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to the extent required by Licensor.

- 14. Termination:** Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information and copies to Licensor. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the difference between the annual fee and the number of minutes used by Licensee, for any purpose, multiplied by the Additional General System Minute price on the Signature Page; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove any computers within Licensee's control, any and all files and documents related to the Service.
- 15. Notices:** All notices hereunder shall be in writing and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; or (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to **Licensee:** **Borough of Dormont, Attn: Jeff Naftal/Borough Manager, 1444 Hillsdale Ave., Dormont, PA 15216.**

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 16. General:** (a) This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided unless mutually agreed to via written signature by both parties, including additional terms contained in standard purchase order documents and third party application terms. (b) Each party to this Agreement agrees that any dispute arising hereunder shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted thereunder may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right in this Agreement, whether in arbitration, a Court of first jurisdiction and all Courts of Appeal. (c) In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding with the same effect as though the void provision(s) had been limited or deleted, as applicable. (d) This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel. (e) Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

[Remainder of page intentionally left blank. Signatures appear on following page.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: Borough of Dormont, Pennsylvania

Licensor: Emergency Communications Network, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Three (3) years CodeRED Service Agreement	\$0.82 x 4,500 population x 3 years =	\$ 11,070.00
2% fee	\$73.80 x 3 years =	\$ 221.40
Credit for prior payments made to OCN		<u>(\$ 7,527.60)</u>

TOTAL OWED ON OR BEFORE JUNE 30, 2013: **\$ 3,763.80**

Unlimited Emergency Messages to Map \$ Included

Unlimited Messages to Licensee's Staff \$ Included

1,000 General System Minutes per year for non-Emergency Messages \$ Included

Additional General System Minutes \$ 0.50 per minute

Email and Text Messaging \$ No Charge

SMS Text Messaging **\$ Included**

Up to **3** CodeRED user pass codes \$ Included
Additional Pass codes may be purchased for an annual fee of \$250.00 per pass code.

Initial Residential Database Upload \$ Waived

One (1) CodeRED distance training session \$ Included
Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)
In-person training sessions may be purchased for \$1,500.00 per trainer, per day, plus all travel and lodging

Standard CodeRED data collection website \$ No Charge

Standard CodeRED mapping interface and data layers \$ No Charge

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including. *Quarterly "Database Accuracy Updates" will be performed by the Licensor.* Additional updates requested by Licensee will be at 3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of \$100.00 per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

Annual System Maintenance, including all Software Upgrades \$ No Charge

OPTIONAL: GIS Upload and Hosting upon request: \$ 2,500

GIS information must be in a standard format recognizable and electronically transferable to the CodeRED system. Up to 10 layers may be loaded for use in the System. Licensee may update up to 10 layers annually at Licensee's discretion.

GIS Custom Street "single layer" Upload and Hosting upon request: \$250



MEMORANDUM

Date: September 12, 2012

To: President, Vice-President, Council and Mayor

From: Jeff Naftal, Borough Manager *JN*

Subject: Hiring of Code Enforcement Officer

Background:

On October 1, 2012, Council authorized the hiring of a Code Enforcement Officer for \$35,000 per year. As funds were available in the current year's budget, Council also authorized me to begin filling the position immediately. I therefore advertised the position and scheduled interviews with the top seven candidates from 27 resumes received when the position was advertised.

Discussion:

After my interviews on November 6, 2012, one candidate, Ms. Monica Dahlkemper, stood out. As you can see from the attached resume, she has significant experience not only in Code Enforcement but also Building Inspections. This makes her valuable as a fill-in for when the Building Official takes time off and also to handle tenant inspections or other areas of code enforcement that may arise. When I interviewed Ms. Dahlkemper, she had the right understanding of how to enforce the code with our residents and I believe she will be a good fit for the Borough.

Her salary would be as noted above, \$35,000 and she will start on December 3, 2012.

Recommendation:

I recommend that Council approve the hiring of Ms. Monica Dahlkemper at a salary of \$35,000.

JN

Attachment

Monica Dahlkemper



Work Experience

Code Enforcement Officer for the City of Pittsburgh

July 1991 thru September 1993

Job Duties: Responsible for health and safety ordinance enforcement, property maintenance, investigation of code complaints. Notification to residents pertaining to legal actions if violations are not abated within time allotted.

Senior Building Inspector for the City of Pittsburgh

October 1993 thru January 2012

Job Duties: Manage, supervise and administer building code enforcement activities under ICC. Management of building code enforcement activities; supervision of building inspectors or plan examiners; authorizing issuance of certificates of occupancy; issuance of building permits, violation notices and order to vacate; and initiation of prosecutions. Issuance of occupancy permits under the Uniform Construction Code. Plan review of construction documents to include reading of plot plans.

Education

- Oliver High School – Pittsburgh, PA
- Graduated 1984 Academic High School Diploma
- Community College of Allegheny County
- Graduated 1992 Associate in Science

Achievements/Certifications

- Certificate of Achievement in recognition of dedication to public service for the City of Pittsburgh
- BOCA Certification
- ICC Certification
- Active Member of the PENNBOC organization

Skills

- Microsoft Word, Excel, Internet Explorer, Data Entry software
- Up to date on all building certifications and credit hours as required by ICC