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ORDINANCE NO. 1597

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE MUNIC-
IPALITY OF MONROEVILLE TO ENTER INTO A CONTRACT
WITH THE MONROEVILLE VOLUNTEER FIRE COMPANIES
WITH REGARD TO THE PURCHASING OF FIRE EQUIPMENT
AND PROVIDING FINANCIAL ASSISTANCE

BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in
Council assembled as follows:

Section 1 The proper officials of the Municipality of Monroeville
are hereby authorized to enter into a contract with the Monroeville
Volunteer Fire Companies with regard to the purchasing of fire equipment
and providing financial assistance. A copy of said contract is attached
hereto, made a part hereof and marked "Exhibit A."

ORDAINED AND ENACTED this 8th day of December, 1987.

ATTEST

MUNICIPALITY OF MONROEVILLE

Washington C. Alston
Washington C. Alston
Municipal Manager

George C. Dafe
George C. Dafe
Deputy Mayor

(ORA1597)

ENTERED INTO LEGAL BOOK
ON _____

AGREEMENT

Made this 8th day of December, 1987, between the **MUNICIPALITY OF MONROEVILLE**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and situate in Allegheny County, Pennsylvania, hereinafter referred to as the "Municipality",

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MONROEVILLE FIRE COMPANY 1, MONROEVILLE FIRE COMPANY 3, MONROEVILLE FIRE COMPANY 4, MONROEVILLE FIRE COMPANY 5, and MONROEVILLE FIRE COMPANY 6, all non-profit corporations existing under the laws of the Commonwealth of Pennsylvania and situate in the Municipality of Monroeville, Allegheny County, Pennsylvania, hereinafter referred to as the "Companies".

WITNESSETH THAT

WHEREAS, the Municipality desires to assist the Companies in purchasing fire equipment, and to appropriate money to the Companies for that and other such purchases, and

WHEREAS, the Companies desire such assistance for each and all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Monroeville Fire Chiefs' Committee, hereinafter referred to as the "Committee", shall be the recognized representative of the Companies in dealing with the Municipality under the terms and conditions of this Agreement and the Municipality shall recognize this Committee for such purposes. The Municipality shall recognize the Committee as the Administrative Agency of the Volunteer Fire, Rescue, and Emergency Medical Service in the Municipality. The Committee shall meet with the Municipal Manager as the representative of the Municipal Council in dealing with the Municipality under the terms and conditions of this Agreement.

2. The Municipality shall allocate to the Companies, beginning in 1987, a total of Twenty-Five Thousand Dollars (25,000) per year for fire equipment other than pumper trucks and aerial trucks. Invoices showing proof of purchase shall be furnished upon request of the Municipality of same after purchase has been completed and funds disbursed. The allocation shall increase as follows:

1988 - 25,000
1989 - 27,500
1990 - 27,500
1991 - 30,000

3. The Committee and the Municipality shall agree upon a plan for the purchase and replacement of pumper trucks and aerial trucks, based upon a fifteen-year (15) replacement cycle and predicated on the identified fire service needs of the community. This plan shall include a fixed 5 year schedule of purchase and replacement of such equipment, which schedule may be altered from time to time by common agreement between the Committee and the Municipality.

4. Fire trucks shall be purchased on the basis of standard specifications including the type of truck and the equipment on the trucks, as outlined in Resolution 72-34, such specifications to be approved by the Committee and the Municipality, with the Municipal Manager acting in an advisory capacity. The specifications shall adequately meet current NFPA Standards. Specialized Fire Apparatus may be bid upon presentation of a Fire Service Plan to the Municipal Council and acceptance of the plan as an alternative to the standard specification vehicles.

5. Trucks purchased under this Agreement which are replaced must be traded in for the new trucks and not retained or sold; provided, however, that a truck may be sold and the proceeds applied to a new truck upon approval of the Committee and the Municipality where such a transaction will result in a net savings to the Municipality. Upon agreement of the Municipality and the Committee, the Committee may be appointed by the Municipality to act as the representative to sell the referenced truck(s). All sales of apparatus will be subject to the final authorization of the Municipality.

6. The purchase of pumper trucks by the Companies shall be predicated upon receipt of at least three (3) bid proposals from different suppliers, unless the Municipality and the Committee agree that market conditions or other significant factors are such that a lesser number of bid proposals is acceptable. The Committee shall prepare and present a complete report and evaluation of any bids received to the Municipality prior to the acceptance of any bid proposal. Any purchase made under the Agreement shall be subject to final approval by the Committee and the Municipality except items purchased with funds provided in

Section 2. The lowest responsible bid shall be accepted by the purchasing Company. The Municipality and the Companies shall cause to be noted on the title of each new truck an encumbrance in favor of the Municipality equal to the purchase price. The Municipality agrees to remove this encumbrance if this Agreement be terminated, upon payment to the Municipality of the depreciated cost of the truck as per the encumbrance schedule.

7. The Municipality shall provide the necessary appropriation to purchase new trucks according to the fixed schedule of purchases.

8. The Municipality shall provide liability, collision, and comprehensive insurance coverage on all fire department vehicles. The total number of vehicles covered shall be agreed upon by the Committee and the Municipality and may be increased by agreement between the parties. The Municipality further agrees to provide Errors and Omissions Liability Insurance and Basic Building Insurance for all five (5) volunteer fire companies. Minimum coverage limits shall be equal to those in effect for the year 1986 on policies then in force. In consideration of this provision, the Companies agree to engage in such safety programs as the parties determine to be mutually beneficial.

9. The Companies shall have the sole responsibility for the operation of the trucks. The Municipality shall have the sole responsibility for the furnishing of fuel and maintenance on all fire company-owned vehicles and aerial apparatus. The place of repair and method of repair shall be determined by the Superintendent of Public Works assigned to the Public Works Maintenance and the individual company chief. When repair work is being done by the Municipal Maintenance Department, fire apparatus will not be out of service more than one (1) week. Repair work taking more than one (1) week will require subcontracting the repair to an outside source when the fire suppression delivery capability of the individual company would be significantly impaired.

10. A schedule of all fire trucks, including the type, year, operating company, fixed five (5)-year replacement and acquisition schedule, and estimated costs is attached hereto as Exhibit A. This schedule shall be the purchase plan implemented under this Agreement.

11. The Municipality, upon negotiation with the Fire Chiefs' Committee shall budget additional monies for such items as may be desirable to increase fire service delivery in the Municipality.

12. The Municipality shall maintain all communications equipment purchased by the Municipality with the exception of individual alerting pagers which shall be maintained by the companies. The term maintenance shall include removal and installation of such equipment in fire department vehicles when such action becomes necessary.

13. In consideration of the above mentioned items of support, the Committee agrees to provide and accept responsibility for the provision of fire suppression and emergency rescue services for the Municipality of Monroeville. This responsibility includes but is not limited to adequate staffing of equipment and personnel at fires, hazardous conditions and life threatening emergencies, proper and reasonable proficiency levels of volunteer fire companies, rapid and appropriate response to fire calls, and cooperation with other members and departments of the Municipality's public safety program.

The terms "proper", "reasonable", and "adequate" as they refer to the quality and level of service delivery shall relate to local standards of comparison for volunteer fire companies in Municipalities of similar size, population, and incident experience.

The Committee agrees to continue to provide for the length of this agreement, and with the aid and assistance of the Fire Official, a fire prevention program with emphasis on residential and commercial property. The fire prevention program shall concentrate on public education and contain elements such as:

1. understanding the causes of residential fires;
2. the need for smoke detectors and fire extinguishers;
3. periodic fire safety inspections when requested or residential fire prevention checklist;
4. posting of fire department telephone numbers, especially with conversion of so many telephones; and
5. a speakers' bureau on fire prevention available for community organizations and groups, including schools.

14. The Municipality and the Companies reserve the right to terminate this Agreement upon one (1) year written notice to the other party. The Agreement shall be considered terminated one calendar year from such notice, but any financial obligation incurred prior to notice of termination shall be honored by the Municipality. Agreements made after the termination will be made by express agreement between the parties.

15. The Municipality agrees to provide twenty-four (24) hour Fire, Emergency Medical Service, and Rescue Dispatch for the Fire Companies for the life of this Agreement. Such dispatch shall be provided in a manner consistent with accepted standards for emergency dispatch. The Municipality further agrees to provide adequate and proper back-up service in the event of the interruption of dispatch service for any reason.

16. The Municipality agrees to provide workers' compensation coverage to all fire company personnel engaged in activities as outlined in the Extended Duties Ordinance of 1985. In recognition of the health, safety, and welfare of the volunteer fire company personnel, the Municipality hereby agrees to provide Workmen's Compensation coverage beginning the first day of injury. This coverage will be provided in a manner acceptable to the MFCC and the Municipality. The MFCC and the Municipal Manager shall agree to the terms and conditions under which such benefits shall be payable. The MFCC hereby agrees to participate, with the Municipal Manager, in programs and strategies designed to control Workmen's Compensation Insurance premiums.

17. This contract contains the entire Agreement between the parties and any changes, additions, or amendments must be in writing and agreed to by the parties hereto.

18. The Municipality and the MFCC recognize the possibility of disputes arising out of the administration of the terms and conditions of this agreement. It is hereby agreed and understood that the MFCC and the Municipal Manager will act in good faith to resolve such disputes in a manner which best serves the interests of the community. In the event that the parties are unable to reach a satisfactory solution, it is agreed that Municipal Council shall act as the final arbiter of such disputes. A dispute with respect to one item of this agreement shall not defeat the remaining terms of the agreement.

19. The parties agree that this agreement shall, at all times, be administered in a manner which compliments the fiscal responsibility required of Municipal governments and public service agencies.

IN WITNESS WHEREOF and intending to be legally bound by the terms of the Agreement, the parties hereto have caused this instrument to be duly executed by their proper officers the day and year first above written.

ATTEST:

Washington C. Abston
Municipal Manager

MUNICIPALITY OF MONROEVILLE

By Michael Lynch
Mayor Michael Lynch

ATTEST:

Joseph H. Palach
Secretary

MONROEVILLE FIRE COMPANY NO. 1

Allen J. Betts
President

ATTEST:

Lance L. Jackson
Secretary

MONROEVILLE FIRE COMPANY NO. 3

Jack Payne
President

ATTEST:

James E. Rediske
Secretary

MONROEVILLE FIRE COMPANY NO. 4

Leonard A. Cause
President

ATTEST:

Henry W. Hoffman Jr
Secretary

MONROEVILLE FIRE COMPANY NO. 5

Albert D. Rizzo
President

ATTEST:

Barbara D. Truzy
Secretary

MONROEVILLE FIRE COMPANY NO. 6

Sebring H. Snyges
President

ATTEST:

MONROEVILLE FIRE COMPANY NO. 1

Richard J. Gruber
Richard Gruber, Chief

ATTEST:

MONROEVILLE FIRE COMPANY NO. 3

Robert Bell
Robert Bell, Chief

ATTEST:

MONROEVILLE FIRE COMPANY NO. 4

Robert J. Wratcher
Robert Wratcher, Chief

ATTEST:

MONROEVILLE FIRE COMPANY NO. 5

Ronald Harvey
Ronald Harvey, Chief

ATTEST:

MONROEVILLE FIRE COMPANY NO. 6

Richard J. Gruber
Chief

SCHEDULE A: APPARATUS BY COMPANY, YEAR, TYPE & SCHEDULED REPLACEMENT

COMPANY	PRESENT EQUIPMENT	TO BE ACQUIRED
1	1985 PUMPER	2000 (TYPE I)
	1977 PUMPER	1992 (TYPE II)
3	1986 PUMPER	2001 (TYPE I)
4	1981 PUMPER	1996 (TYPE I)
	1975 PUMPER	1990 (TYPE II)
	1983 AERIAL	1998
5	1982 PUMPER	1997 (TYPE I)
	1976 PUMPER	1991 (TYPE II)
	1975 AERIAL	1989
6	1980 PUMPER	1995 (TYPE I)
	1973 PUMPER	1988 (TYPE II)

APPENDIX 1: ESTIMATED COSTS OF FIRE SERVICES AGREEMENT

DESCRIPTION	1987	1988	1989	1990	1991	TOTAL
CO. #6 PUMPER		175000				175000
CO. #5 AERIAL			425000			425000
CO. #4 PUMPER				180000		180000
CO. #5 PUMPER					185000	185000
CASH ALLOTMENT	25000	25000	27500	27500	30000	135000
OPERATING BDGT	70000	70000	72500	72500	75000	360000
GROSS EST. COST	95000	270000	525000	280000	290000	1460000
LESS: SALE OF EQUIPMENT:	0	65000	140000	80000	70000	355000
NET COST:	95000	205000	385000	200000	220000	1105000

ESTIMATES BASED ON BEST AVAILABLE DATA