

FIRE SERVICE AGREEMENT

THIS AGREEMENT, made this 12 day of December,

2000, by and between the **MUNICIPALITY OF MONROEVILLE**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "Municipality"),

AND

MONROEVILLE VOLUNTEER FIRE COMPANY #1, MONROEVILLE VOLUNTEER FIRE COMPANY #3, MONROEVILLE VOLUNTEER FIRE COMPANY #4, MONROEVILLE VOLUNTEER FIRE COMPANY #5 and MONROEVILLE VOLUNTEER FIRE COMPANY #6, all Non-Profit Corporations, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "Companies").

WHEREAS, the Companies are the providers of fire, rescue and emergency medical services in the Municipality and desire the assistance of the Municipality in order to provide quality, cost effective services;

WHEREAS, the Municipality desires the continued provision of such fire, rescue, and emergency medical services by the Companies and further desires to appropriate funds to the Companies for that purpose;

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

1. The Monroeville Fire Chief's Committee, which is comprised of the Fire Chief of Monroeville VFC #1, Monroeville VFC #3, Monroeville VFC

FIRE SERVICE AGREEMENT

#4, Monroeville VFC #5, and Monroeville VFC #6, (hereinafter “MFCC”) shall be the recognized representative of the Companies in dealing with the Municipality under the terms and conditions of this Agreement. The Municipality shall recognize the MFCC as the sole administrative agency of the Companies in all matters pertaining to the provision of fire, rescue and emergency medical services in the Municipality. The MFCC shall meet with the Municipal Manager as the representative of Municipal Council to administer the terms and conditions of the Agreement.

The Municipality shall allocate to the Companies the following annual funds for the purpose of purchasing fire equipment other than that equipment specifically provided herein:

2000	\$37,500.00
2001	\$37,500.00
2002	\$37,500.00
2003	\$37,500.00
2004	\$37,500.00
2005	\$42,500.00

The Companies and the Municipality agree upon the appropriate replacement cycle for all apparatus purchased hereunder based upon a twenty (20) year replacement schedule and the identified fire service needs of the Municipality. The Pumper/Engine apparatus purchased under this agreement shall be Titled to the individual operating Monroeville Volunteer Fire Company with the Municipality as the co-owner.

FIRE SERVICE AGREEMENT

Aerial/Truck apparatus shall be Titled to the Municipality with the individual operating Volunteer Fire Company as the co-owner. This plan shall include a schedule of projected replacement of apparatus that may be modified by mutual agreement between the parties.

4. Apparatus shall be purchased on the basis of standard specifications drafted by the Companies and approved by the MFCC and the Municipality. The specifications shall be drafted in accordance with the National Fire Protection Association (“NFPA”) and other applicable current standards.
5. Apparatus purchased under the Agreement, when replaced by new apparatus, shall be sold, and the proceeds from the sale shall be used to offset the cost paid for the new apparatus by the Municipality. Upon agreement by the MFCC and the Municipality, the MFCC may be appointed by the Municipality to act as the representative to sell the referenced apparatus. All sales of apparatus shall be subject to the final ratification of Municipal Council.
6. The purchase of apparatus by the Companies shall be in accordance with the procedures established by the Municipality and Commonwealth of Pennsylvania for capital expenditures by municipal governments. At least three (3) sealed bids shall be solicited from vendors approved by the MFCC, unless market conditions or other circumstances cause a lesser number of proposals to be acceptable. Further, both parties agree to investigate and, if acceptable to both parties, utilize innovative purchasing

FIRE SERVICE AGREEMENT

methods such as web-based demand aggregation for capital equipment for public entities, as part of the bid procurement strategy. The MFCC shall prepare a complete report and evaluation of all bids received and shall forward the same to Municipal Council for approval.

The Municipality shall provide a comprehensive insurance package for all equipment, buildings and other property and assets owned by the Companies and/or Municipality that is located at:

MVFC #1, 122 Elmwood St., Monroeville, PA 15146

MVFC #3, 2601 Third St., Monroeville, PA 15146

MVFC #4, 4370 Northern Pike, Monroeville, PA 15146

MVFC #5, 100 Seco Rd., Monroeville, PA 15146

MVFC #6, 600 Garden City Dr., Monroeville, PA 15146

Said coverage shall include general liability, vehicle, collision, comprehensive, property and casualty, professional liability, errors and omissions, sick and accident, portable equipment, and such other coverage as the parties shall agree upon from time to time. In consideration for the provision of insurance, the Companies agree to participate, accept and implement safety and loss prevention programs designed to reduce losses and premium increases as specified by the insurance carrier.

The Companies shall have the sole responsibility for the operation of all fire apparatus. The Municipality shall provide maintenance and fuel for all fire department equipment and vehicles. The method and location of

FIRE SERVICE AGREEMENT

repair work shall be determined by the MFCC, subject to the approval of the Municipal Manager.

9. A schedule of all apparatus, including the type, year, operating company, fixed replacement and acquisition schedule, and estimated cost of replacement is attached hereto as Exhibit "A". This schedule shall be the purchase plan implemented under this Agreement. Exhibit "B" shows the approximate cost to the Municipality (including both capital and operating expenses) over the life of this agreement.
10. The Municipality, upon additional negotiation with the MFCC shall appropriate additional funds for such items as the parties agree to be desirable for the enhancement of fire, rescue and emergency medical service delivery in the Municipality. For this agreement, both parties have identified a Public Safety/Fire Service training facility as a mutually acceptable project.
11. The Municipality shall maintain all communications equipment. Installation and removal from vehicles shall be included in the term "maintenance", as used herein.
12. In consideration of the before mentioned items of support, the MFCC agrees to provide fire suppression, rescue and emergency medical services for the Municipality of Monroeville. The provision of this service shall include adequate staffing of equipment and personnel at fires, hazardous conditions, and life threatening emergencies, proper and reasonable proficiency levels for volunteer fire companies, rapid and appropriate

FIRE SERVICE AGREEMENT

response to emergency calls, and cooperation with the other members and departments of the Municipality's public safety organization. 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 communities of similar size, population and incident experience. However, should consolidations or expansions be contemplated, both parties agree to meet and discuss the allocation of resources prior to final action.

13. The MFCC shall provide a public fire education and prevention program with the fire/home/business safety material costs bore by the Municipality. The program agenda and objectives shall be periodically reviewed by the Municipal Manager and the MFCC.
14. The Municipality is a working member of the Allegheny County Eastern Regional Communication Center (ERC). As part of the ERC, the Municipality will continue to provide twenty-four (24) hour fire, rescue, and emergency medical service dispatch services for the life of this Agreement. The Municipality shall continue to provide dispatching services that meet all applicable National Fire Protection Association (NFPA), Emergency Medical Dispatch (EMD), Association of Public Communication Officers (APCO) and Pennsylvania State requirements. Should the ERC dissolve or the Municipality discontinue its participation in the ERC during the life of this agreement, the Municipality shall meet and discuss dispatch services with the MFCC prior to final action.

FIRE SERVICE AGREEMENT

15. The Municipality shall provide Worksmens Compensation insurance coverage on all fire company personnel engaged in the activities set forth in the Extended Duties Ordinance of 1985. A suitable form of insurance coverage shall provide income protection coverage beginning on the first day of injury. The MFCC shall cooperate in loss prevention activities designed to control premiums and prevent injury to fire company personnel.
16. The Municipality and the MFCC recognize the possibility of disputes arising out of the administration and interpretation of this Agreement. The parties hereto agree to use their best efforts to resolve all such disputes or differences, and to act in a manner that shall best serve the interests of the community. In the event that the parties cannot reach a satisfactory resolution to any dispute, Municipal Council shall act as the final arbiter. A dispute as to one item of this Agreement shall not defeat the other provisions contained herein.
17. This Agreement shall not be changed, amended or modified unless agreed to in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed on the day and year first above written.

FIRE SERVICE AGREEMENT

ATTEST:

Marshall W. Bond
Municipal Manager

MUNICIPALITY OF MONROEVILLE

Alex Flomunale
Mayor

ATTEST:

James C. Monte Jr.
Secretary

MONROEVILLE FIRE COMPANY #1

Michael D. Brown
President

ATTEST:

Robert W. Bell
Secretary

MONROEVILLE FIRE COMPANY #3

John K. Hyman
President

ATTEST:

Keith N. Andrew
Secretary

MONROEVILLE FIRE COMPANY #4

Leonard A. Cause
President

ATTEST:

John A. [Signature]
Secretary

MONROEVILLE FIRE COMPANY #5

[Signature]
President

ATTEST:

Barbara [Signature]
Secretary

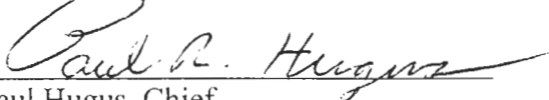
MONROEVILLE FIRE COMPANY #6

[Signature]
President

FIRE SERVICE AGREEMENT

ATTEST:

MONROEVILLE FIRE COMPANY #1



Paul Hugus, Chief

MONROEVILLE FIRE COMPANY #3



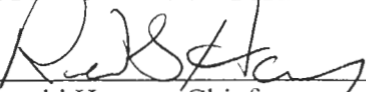
Robert Bell, Chief

MONROEVILLE FIRE COMPANY #4



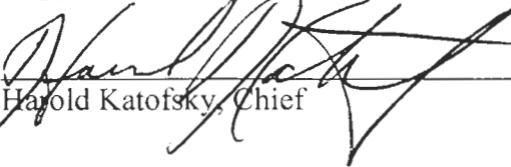
Kenneth D. Cole, Chief

MONROEVILLE FIRE COMPANY #5



Ronald Harvey, Chief

MONROEVILLE FIRE COMPANY #6



Harold Katofsky, Chief

FIRE SERVICE AGREEMENT

EXHIBIT "A"

APPARATUS BY COMPANY, YEAR, TYPE AND SCHEDULED REPLACEMENT

COMPANY	PRESENT APPARATUS	TO BE AQUIRED
1	1985 Engine/Pumper	2005
1	1992 Engine/Pumper	2012
3	1987 Engine/Pumper	2007
3	1994 Command Unit	2014
4	1996 Engine/Pumper	2016
4	1989 Engine/Pumper	2009
4	1982 Truck/Aerial	2002
5	1997 Engine/Pumper	2017
5	1989 Engine/Pumper	2009
5	1989 Truck/Aerial	2009
6	1995 Engine/Pumper	2015
6	1990 Engine/Pumper	2010

EXHIBIT "B"

ESTIMATED COSTS OF FIRE SERVICE AGREEMENTS:

Description	2000	2001	2002	2003	2004	2005	TOTAL
Co. #4 Aerial			\$ 875,000.00				\$ 875,000.00
Co. #1 Pumper						\$ 497,000.00	\$ 497,000.00
Misc. Outlay							\$ -
Operating BDGT	\$280,965	\$299,400.00	\$314,370.00	\$330,088.00	\$346,593.00	\$363,923.00	\$ 1,935,339.00
Equipment Sale			\$ (175,000.00)			\$ (80,000.00)	\$ (255,000.00)
Net Cost	\$ 280,965.00	\$ 299,400.00	\$ 1,014,370.00	\$ 330,088.00	\$ 346,593.00	\$ 780,923.00	\$ 3,052,339.00