

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2377

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE MUNICIPALITY OF
MONROEVILLE TO ENTER INTO AN AGREEMENT WITH THE
MONROEVILLE VOLUNTEER FIRE COMPANIES WITH REGARD TO THE
PURCHASING OF FIRE EQUIPMENT AND PROVIDING FINANCIAL
ASSISTANCE

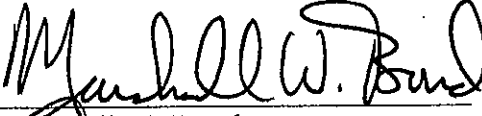
BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in
Council assembled as follows:

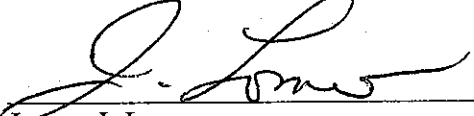
Section 1. The proper officials of the Municipality of Monroeville are hereby
authorized to enter into an agreement with the Monroeville Volunteer Fire Companies
with regard to the purchasing of fire equipment and providing financial assistance. A
copy of said agreement is attached hereto, made a part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

ORDAINED AND ENACTED this 12th day of September, 2006.

ATTEST:

MUNICIPALITY OF MONROEVILLE


Marshall W. Bond
Municipal Manager


James J. Lomeo
Mayor

ENTERED INTO LEGAL BOOK: September 22, 2006

FIRE SERVICE AGREEMENT

THIS AGREEMENT, made this 12 day of September, 2006, 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 FIRE DEPARTMENT #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

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#4, Monroeville VFC #5, and Monroeville Fire Department #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.

- 2. 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:

2006	\$42,500.00
2007	\$42,500.00
2008	\$42,500.00
2009	\$42,500.00
2010	\$47,500.00

In addition, the Municipality will provide a total of \$80,000 annually for general operating expenses of the volunteer fire department as replacement for fund drive decreases if a dedicated fire tax is implemented as follows:

VFC # 1	%
VFC #3	%

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VFC #4	%
VFC #5	%
VFC #6	%

3. The Companies and the Municipality agree upon the appropriate replacement cycle for all apparatus purchased hereunder based upon a fifteen (15) 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. 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 (Exhibit "A") 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. If the individual Company spent money to originally purchase the replaced apparatus, the Municipality shall pay to the individual Company a

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percentage of the proceeds of the sale of the apparatus that is equal to the percentage paid by the individual Company when the apparatus was originally purchased, so long as any money paid is used by the receiving VFC for additional equipment. 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 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.
- 7. 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
 Monroeville Volunteer Fire Company #1, 122Elmwood Street

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Monroeville Volunteer Fire Company #3, 2601 Third Street

Monroeville Volunteer Fire Company #4, 4370 Northern Pike

Monroeville Volunteer Fire Company #5, 100 Seco Road

Monroeville Fire Department #6, 600 Garden City Drive

Said coverage shall include general liability, vehicle, collision, comprehensive, property and casualty, professional liability, director and officer 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.

8. The Companies shall have the sole responsibility for the operation of all fire apparatus. The Municipality shall provide maintenance in a timely fashion and fuel for all fire department equipment and vehicles. The MFCC agrees to cooperate fully with a fuel rationing plan should the Municipality implement a fuel rationing plan for all municipal service departments. The method and location of repair work shall be determined by the MFCC, subject to the approval of the Municipal Manager. In addition, the Municipality agrees to provide yearly testing of hose, ladders, and pumps that is required by the Insurance Service Office (ISO) and meets the National Fire Protection Association (NFPA) standards up to an amount not to exceed \$3500. per company per year.

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9. A schedule of all apparatus, including the type, year, operating company, fixed replacement and acquisition schedule 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 that the continued enhancement of the Public Safety/Fire Service training facility as a mutually acceptable project predicated on the submission by the MFCC and acceptance by the Municipality of Monroeville of a business plan for the Monroeville Public Safety Training Center.
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

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proficiency levels for volunteer fire companies, rapid and appropriate 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 Federal, state and 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 currently provides its own public safety dispatching center. The Municipality will endeavor 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. If for financial reasons the Municipality considers closing the

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communications center and moving operations to the Allegheny County 9-1-1 Center during the life of this agreement the Municipality of Monroeville agrees to meet and discuss the impact of this move prior to approving the close of the center.

15. The Municipality shall provide Workmen's Compensation insurance coverage on all fire companies and Monroeville Emergency Medical Services 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.

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- 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.

ATTEST:



Marshall W. Bond
Municipal Manager

MUNICIPALITY OF MONROEVILLE



James Lomeo
Mayor

FIRE SERVICE AGREEMENT

ATTEST: **MONROEVILLE FIRE COMPANY #1**

Secretary

President

ATTEST: **MONROEVILLE FIRE COMPANY #3**

Secretary

President

ATTEST: **MONROEVILLE FIRE COMPANY #4**

Secretary

President

ATTEST: **MONROEVILLE FIRE COMPANY #5**

Secretary

President

ATTEST: **MONROEVILLE FIRE COMPANY #6**

Secretary

President

ATTEST:

MONROEVILLE FIRE COMPANY #1

Brian McCollum, Chief

MONROEVILLE FIRE COMPANY #3

Joseph Hyzy, Chief

MONROEVILLE FIRE COMPANY #4

Kenneth D. Cole, Chief

MONROEVILLE FIRE COMPANY #5

Ronald Harvey, Chief

MONROEVILLE FIRE COMPANY #6

Harold Katofsky, Chief

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EXHIBIT "A"

VEHICLE REPLACEMENT SCHEDULE

Station	Vehicle	15 Year	Actual Year
1	2006 Engine/Pumper	2021	2021
1	1992 Engine/Pumper	2007	2012
1	1993 Air Truck	2008	2008
3	1987 Engine/Pumper	2002	2007
3	1994 Command Vehicle	2009	2014
4	1988 Engine/Pumper	2003	2007
4	1996 Engine/Pumper	2011	2011
4	2003 Ladder Truck	2018	2018
5	1988 Engine/Pumper	2003	2006
5	1997 Engine/Pumper	2012	2012
5	1989 Ladder Truck	2004	2009
6	1990 Engine/Pumper	2005	2008
6	1995 Engine/Pumper	2010	2010

PURPOSED REPLACEMENT SUMMARY

2005	One Engine (Station 1)
2006	One Engine (Station 5)
2007	Two Engines (Station 3) and (Station 4)
2008	One Engine (Station 6) and One Air Truck (Station 1)
2009	One Ladder Truck (Station 5)
2010	One Engine (Station 6)
2011	One Engine (Station 4)
2012	Two Engines (Station 1) and (Station 5)
2013	No Purchases
2014	One Command Truck (Station 3)
2015	No Purchases
2016	No Purchases
2017	No Purchases
2018	One Ladder Truck (Station 4)
2019	No Purchases