

MUNICIPALITY OF MONROEVILLE
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2514

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

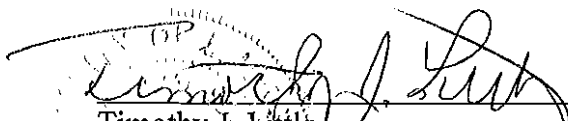
BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in Council
assembled as follows:

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 April, 2011.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Timothy J. Little
Municipal Manager



Gregory Eroshenko
Mayor

ENTERED INTO LEGAL BOOK: April 22, 2011

FIRE SERVICE AGREEMENT

THIS AGREEMENT, made this 12th day of April, 2011, by and between the **MUNICIPALITY OF MONROEVILLE**, a municipal Corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (Hereinafter “Municipality”),

**A
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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, and their Relief Association being MONROEVILLE VOLUNTEER FIREMAN’S RELIEF ASSOCIATION INC., all Non-Profit Corporations, organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter “Companies”).

WHEREAS, Pennsylvania Statute Title 53 Pa. C.S.A. §2961 and/or 53 Pa. C.S. §46171 provides that Home Rule Municipalities and/or Boroughs are responsible for providing emergency services to its citizens and the authority to further designate those entities, if any, that shall provide those services on behalf of the Municipality;

WHEREAS, the Companies are the providers and supporting entities of fire, rescue, and emergency medical services in the Municipality on the Municipality’s behalf as is statutorily required by Pa. Statute;

WHEREAS, the Municipality desires the continued provision of fire, rescue, emergency medical services, and other related emergency responses by the Companies and further desires to provide the appropriate funding to the Companies for them to meet those required services;

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 #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 and Municipality acting through the Municipal Manager as the representative of Municipal Council all agree to meet and 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:

2011	\$47,500.00
2012	\$47,500.00
2013	\$47,500.00
2014	\$47,500.00
2015	\$47,500.00

MFCC will provide paid invoices for the funds spent by them for the yearly allocation. These invoices will be submitted by each Station for the previous year. Otherwise, the non-submitting Fire Company (Station) that does not submit the invoices will not be permitted the next year's allocation until corrected.

The MFCC agrees to submit a copy of the Monroeville Firemen's Relief Association yearly financial statement and report to the Manager.

3. The Companies and the Municipality agree upon the appropriate replacement cycle for all apparatus engines purchased hereunder based upon a fifteen (15) year replacement schedule and the identified fire service needs of the Municipality. Prior to the purchase of any vehicle on the 15 year replacement cycle, The MFCC agrees to review with the Municipality to determine the possibility of any possible delay in order to be fiscally responsible to the municipality. All ladder trucks, utility and any special support vehicles shall be replaced upon a twenty (20) year replacement cycle. 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 safety and needed 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 placed in a separate municipal fund for the sole purpose of supplement future apparatus purchases. If the individual Company spent money to originally purchase the replaced apparatus, the Municipality shall pay to the individual Company a 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. 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 or excepted by Law. 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. If in the event an apparatus bid exceeds the fair estimate provided by Fire Company to Municipality, the specific Fire Department/Company acquiring the apparatus shall pay the difference or the bid will not be awarded unless otherwise agreed to.

7. The Municipality officially recognizes and shall provide a comprehensive insurance package (liability and casualty) for all vehicles, equipment, buildings, and other

property and assets used or owned by the Companies and/or Municipality that is/are located within the Municipality of Monroeville:

Monroeville Volunteer Fire Company #1

Monroeville Volunteer Fire Company #3

Monroeville Volunteer Fire Company #4

Monroeville Volunteer Fire Company #5

Monroeville Fire Company #6

Monroeville Firemen's Relief Association

Said coverage shall include general liability, vehicle, collision, Workers' Compensation, comprehensive, property, 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 reasonable 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 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 by a Certified third party vendor with warranty of NFPA compliance) of hose, ladders, and pumps that is required by the Insurance Service Office (ISO) and meets the National Fire Protection Association (NFPA) standards. The Municipality shall keep all records of the repair, maintenance, upkeep, and preventative maintenance of the vehicles addressed by this Agreement.

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 as per this Agreement. Exhibit "B" shows the maximum cost to the Municipality for the capital expenses over the life of this Agreement.

10. The Municipality, upon additional negotiation with the MFCC, shall provide appropriate additional funds for such items as the parties agree to be desirable for the

enhancement of required services to ensure quality fire, rescue, and emergency medical service delivery in the Municipality's community or as required at Law. For this Agreement, both parties have identified the continued enhancement of the Public Safety/Fire Service Training Facility as a mutually acceptable project.

11. The Municipality shall maintain all communications equipment and shall provide any related service repair agreements as required between the parties. Installation, repair, 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, emergency medical services, and mutual aid responses as required. The provision of these services shall include best efforts to provide 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 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 Fire Service 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 necessary resources prior to final action.

13. The MFCC shall provide a Public Fire Education and Prevention Program with the fire/home/business safety materials, and costs of this important Program. These costs that are not Act 84 Section 6 Fund eligible shall be the Municipality's responsibility. The Program agenda and objectives shall be periodically reviewed annually by the Municipal Manager and the MFCC.

14. The Municipality currently provides its own Public Safety Dispatching Center. The Monroeville Fire Chiefs Committee will meet with the Monroeville Police Chief and the Municipal Manager during each year and yearly prepare a report and present this report to council at the first August Work Session each year. This report will provide their findings and actions plans on the feasibility to merge the Dispatch center and radio systems with the County

of Allegheny when appropriate. The Municipality agrees to twenty-four (24) hour fire, rescue and emergency medical service dispatch services. The Municipality shall attempt to continue to meet the standards and criteria for dispatching services presently in place as of the signing of this agreement. The Municipality recognizes that there are National Fire Protection Association (NFPA), Emergency Medical Dispatch (EMD), Association of Public Communication Officers (APCO), and Pennsylvania State requirements. The Municipality shall endeavor to meet all of these criteria. Yearly, through its agreement, the MFCC agrees to discuss and evaluate the Monroeville Public Safety Dispatching Center for the purpose of maintaining its own dispatch center. Yearly through this Agreement, the MFCC agrees to discuss and evaluate the Monroeville Public Safety Dispatching Center for the purposes of maintaining its own Dispatch Center. If in the event the Municipality chooses not to have a Dispatch Center, the Municipality shall agree to be responsible for the Companies' direct costs to a) transition to the County System (including all software interface(s), patches, acquisitions, and installation of **required** computers, equipment, and radios, all consultant/education costs of Members necessary, including minitors, mobile radios, and portable replacement equipment, etc.), b) the Municipality shall retain the dispatch center in "idle mode" for three (3) years to be available for 911 Center periods of inability to support Monroeville Emergency operations, and c) Monroeville will lease, but continue to own **so long as it is legally able to** the frequencies and Monroeville Radio/Dispatch and system equipment. If it is replaced by County 911, Monroeville will still retain ownership **so long as it is legally able to** of the entire system and frequencies for an indefinite period.

15. The Municipality shall provide Workers' 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 or as required or permitted at Law.

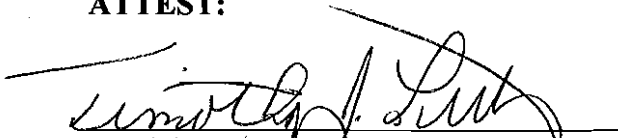
A suitable form of insurance coverage shall provide income protection coverage beginning on the first day of injury. The MFCC shall cooperate in loss prevention activities designed to control premiums and prevent injury to Fire Company personnel.

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.

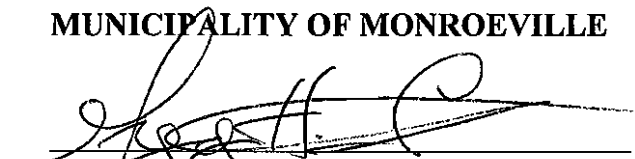
17. This Agreement shall not be changed, amended, or modified unless agreed to in writing and signed by the parties hereto. If at the end of the term of this agreement a new agreement is not established, the parties agree to the terms of this agreement remaining in force.

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

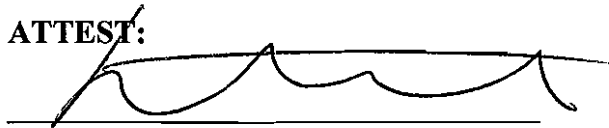
ATTEST:


Municipal Manager

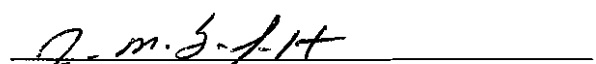
MUNICIPALITY OF MONROEVILLE


Mayor

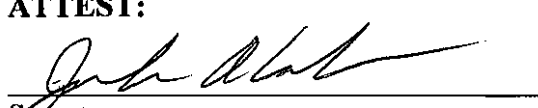
ATTEST:


Secretary


MONROEVILLE FIRE COMPANY #1


President

ATTEST:


Secretary

MONROEVILLE FIRE COMPANY #3


President

ATTEST:

Kenneth D. Cole
Secretary

MONROEVILLE FIRE COMPANY #4

[Signature]
President

ATTEST:

[Signature]
Secretary

MONROEVILLE FIRE COMPANY #5

[Signature]
President

ATTEST:

[Signature]
Secretary

MONROEVILLE FIRE COMPANY #6

[Signature]
President

ATTEST:

MONROEVILLE FIRE COMPANY #1

[Signature]
Brian Reed, Chief

MONROEVILLE FIRE COMPANY #3

[Signature]
Joseph Wyzy, Chief

MONROEVILLE FIRE COMPANY #4

[Signature]
Scott Feyes, Chief

MONROEVILLE FIRE COMPANY #5

[Signature]
Ronald Harvey, Chief

MONROEVILLE FIRE COMPANY #6

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Harold Katofsky, Chief

EXHIBIT "A"

VEHICLE REPLACEMENT SCHEDULE

Station	Vehicle	Replacement Year
1	2006 Engine/Pumper	2026 (20 year)
1	1992 Engine/Pumper	2012
1	2009 Air Truck	2029 (20 year)
3	2008 Engine/Pumper	2023
3	1994 Command Vehicle	2014 (20 year)
3	2008 Mini Pumper	2028 (20 year)
4	2008 Engine/Pumper	2023
4	1996 Engine/Pumper	2011
4	2003 Ladder Truck	2023 (20 year)
5	1997 Engine/Pumper	Removed From Fleet
5	2006 Engine/Pumper	2021
5	2009 Ladder Truck	2029 (20 year)
6	2010 Engine/Pumper	2025
6	2011 Engine/Pumper	2026

PROPOSED REPLACEMENT SUMMARY

2012	One Engine (Station 1)
2013	No Purchases
2014	One Engines (Station 4) are to move at Council request (orig 2011)
2014	One Command Vehicle (Station 3)
2015	No Purchases
2016	No Purchases
2017	No Purchases
2018	No Purchases
2019	No Purchases
2020	No Purchases
2021	Two Engines (Station 1 and Station 5)
2022	No Purchases
2023	Two Engines and One Ladder Truck (Station 3 and Station 4)
2024	No Purchases
2025	One Engine (Station 6)

“EXHIBIT B”

Maximum Cost of this Agreement		
2012	One Engine Station 1	\$600,000.00
2014	One Engine Station 4	\$600,000.00
2014	One Command Station 3	\$500,000.00
	Total This Contract	\$1,700,000.00