

Upon motion by John H. Groh, seconded by Richard P. Figaski, the following Ordinance was duly enacted, 3 voting in favor of enactment, 0 voting against enactment.

**ORDINANCE NO. 2014-2**

**An Ordinance of the Township of Millcreek pursuant to the provisions of 53 Pa. C.S.A. § 2301, et seq., authorizing inter-governmental cooperation with the County of Erie and other municipalities which are members of the Erie Area Council of Governments with respect to acquisition, installation and maintenance of radio-based traffic system signal preemption intersection equipment to assist in timely delivery of emergency services; setting forth the terms of such authorization and delegation; approving the initial agreement and authorizing future amendment to include additional municipalities and intersections to be served.**

**WHEREAS**, various Erie County municipalities have assisted in the timely and safe delivery of emergency services by implementing “radolite” or ”Relco” systems at street intersections to give priority to vehicles delivering emergency services; and

**WHEREAS**, equipment from such system has become dated and does not appear to be susceptible to updates or significant repair; and

**WHEREAS**, participating municipalities have conducted investigation and believe that replacement of outdated equipment with radio-based traffic signal preemption intersection equipment is a proper and cost-efficient way of providing intended protections to vehicles delivering emergency services; and

**WHEREAS**, the Townships of Fairview, Harborcreek, Lawrence Park, Millcreek and Summit have jointly solicited proposals for such equipment, have committed funding to the project, have secured financial assistance by LECOM and Millcreek Community Hospital, have secured additional funding via the County of Erie subject to several requirements which are addressed in the proposed inter-governmental cooperation agreement and have identified those intersections within the participating Municipalities most in need of the new equipment; and

**WHEREAS**, Millcreek Township has provided dispatch communication services to assist its Police Department, Fire Departments providing service to areas of the Township, the Millcreek Township Sewer Authority, the Millcreek Township Water Authority, various departments of the Township and owners of certain properties contracting with the Township; and

**WHEREAS**, the General Assembly of the Commonwealth of Pennsylvania, at 53 Pa. C.S.A. § 2301, et seq., has authorized local governments to enter into agreements involving intergovernmental cooperation; and

**WHEREAS**, for the foregoing reasons, the Board of Supervisors has determined that Millcreek Township should join in that Inter-Governmental Agreement attached to this Ordinance to arrange for improvements in the system of safe and prompt delivery of emergency services; and

**WHEREAS**, said Agreement anticipates and supports future amendments to include additional municipalities and arrange for additional intersections to be served in the future, all in a manner consistent with the Agreement now proposed, as it may in the future be amended; and

**WHEREAS**, the enabling statute requires that a local government adopt an appropriate ordinance prior to entering into intergovernmental cooperation.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** by the Supervisors of Millcreek Township, Erie County, Pennsylvania and it is hereby enacted and ordained as follows:

1.01. The conditions of agreement with respect to delegation and assignment by Millcreek Township to the County of Erie of responsibility for providing emergency communications dispatch services are as follows:

- A. It is the intention of this Township that the Participating Municipalities in the attached Agreement and the County of Erie cooperate in acquisition, installation and maintenance of radio-based traffic signal preemption intersection equipment (receivers) to serve as many of those intersections identified in appendices to said Agreement as may be amended as is practicable.
- B. Duties for solicitation of bids, consideration of bids, contract administration, administration and accounting of funds raised and expended and future addition of participating municipalities, intersections to be upgraded and future maintenance of all equipment shall be as set forth in the proposed Inter-Governmental Agreement.
- C. The Municipality in which each improved intersection is located shall be responsible for the care, maintenance and repair of such equipment upon its first being placed in operation.
- D. The duration of the term of the agreement is intended to be permanent. The agreement(s) may not be terminated or modified absent the written agreement of Millcreek Township.
- E. Neither the Townships nor the County of Erie is responsible for establishing any structural organization to implement the agreement.


1.02. The Board of Supervisors shall have authority to enter into new or amended inter-governmental cooperation agreements with the County of Erie and/or with additional municipalities wishing to join in the system created by this Agreement, such amendatory agreements being authorized by this Ordinance and not requiring future approval by ordinance.

1.03. The Emergency Vehicle Preemption System Cooperation Agreement attached hereto, is hereby approved. The Board of Supervisors shall have authority to approve future amendatory agreements consistent with this Agreement without the need for an authorizing ordinance.

1.04. If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person, property or circumstances is for any reason held invalid or unconstitutional by any court, such holding shall not be construed to affect the validity of any of the remaining provisions of this Ordinance or its application, for such portion shall be deemed as a separate, distinct and independent provision from the remaining provisions which shall be and remain in full force and effect. It is hereby declared the legislative intent that this Ordinance would have been adopted had such valid or unconstitutional provision of its application not been included herein.

1.05. All Ordinances or parts of any Ordinances inconsistent herewith are hereby repealed.

**BE IT ENACTED** this 4<sup>th</sup> day of March, 2014.

  
Richard P. Figaski, Secretary

**EMERGENCY VEHICLE PREEMPTION SYSTEM  
INTER-GOVERNMENTAL COOPERATION AGREEMENT**

**THIS AGREEMENT** is entered into this 4th day of March, 2014, between the Township of Millcreek (“Millcreek”), the Township of Harborcreek (“Harborcreek”), the Township of Fairview (“Fairview”), the Township of Lawrence Park (“Lawrence Park”) and the Township of Summit (“Summit”), all political subdivisions of the Commonwealth of Pennsylvania situated and having their offices in the County of Erie, Pennsylvania (collectively, “Municipalities”), and the County of Erie (“County”).

**WHEREAS**, Municipalities are local governments authorized to enter into inter-governmental cooperation agreements by Pennsylvania’s Intergovernmental Cooperation Agreement Act, 53 Pa. C.S. Section 2301, et seq.; and

**WHEREAS**, the Municipalities are all members of the Erie Area Council of Governments (“COG”) and have previously authorized membership in and participation with joint purchasing and other activities of the COG; and

**WHEREAS**, the Municipalities, in cooperation with one another, have studied acquisition and installation of equipment at designated intersections to assist providers of police, fire and emergency medical services, a listing of such designated intersections being attached hereto and incorporated as part of this Agreement as Appendix 1; and

**WHEREAS**, an emergency vehicle preemption system will reduce travel time to sites at which emergency services are required and in transport of persons needing emergency medical services in a manner which reduces potential risks at traffic signal-controlled intersections; and

**WHEREAS**, the emergency vehicle preemption system will allow for better utilization of existing, aged and not currently reliable RELCO preemption equipment; and

**WHEREAS**, Municipalities desire to enter into an intergovernmental agreement in order to establish and confirm a procedure for the solicitation of bids and award of contracts for an emergency vehicle preemption system to be established at various traffic signal-controlled intersections within participating Municipalities; the installation and implementation of purchased equipment; sharing of costs and for future events, including but not limited to acquisition and installation of additional equipment and/or the inclusion of additional municipalities within this Agreement; and

**WHEREAS**, the County has awarded a grant of \$100,000.00 to assist in this Project, subject to certain administrative requirements which include the County’s administration of the fund paying for at least the initial phase of acquisition of system equipment; and

**WHEREAS**, the parties also desire to provide for future amendments to this Agreement allowing for inclusion of additional intersections within the system, additional municipalities participating in the Project and acquisition of services and equipment necessary to maintain, repair, reconstruct or improve existing systems and equipment, and to provide for the funding thereof and processes to be utilized to solicit proposals and make contract awards in the future.

**NOW, THEREFORE**, and intending to be legally bound, the parties covenant and agree as follows:

1. Joint Purchasing. The Municipalities collectively shall advertise their solicitation of bids for provision of specified radio-based traffic signal preemption receivers and emergency vehicle preemption equipment in quantities agreed by the Municipalities. After review and consideration of bids received, each Municipality shall award a contract to the lowest responsible bidder for that quantity and nature of equipment desired for those intersections within each such Municipality as are designated by the respective Municipalities for inclusion. Each Municipality shall share equally in payment of costs incurred in bid and contract administration. Each Municipality shall be responsible for paying all costs of the installation relating to that Municipality. In reliance upon this Agreement prior to its formal execution, the parties jointly solicited bids and received one bid, from Emergency Traffic Systems, Inc. dated September 27, 2013, which Municipalities believe is responsive to the solicitation of bids and remains effective.

2. Designated Bid and Contract Administrator. Millcreek has been designated as bid and contract administrator for the Project. After communication with all other municipalities, Millcreek shall prepare and cause to be issued with due public notice a joint solicitation for bids for the desired equipment in such number as the municipalities, collectively, determine. Bids shall be submitted to Millcreek and thereafter reviewed by a committee comprised of three (3) persons designated by Millcreek, Harborcreek and Fairview. Bids shall be reviewed based on criteria determined prior to receipt of bids. Detail regarding all bids received and the committee's recommendation shall be provided to all participating municipalities. Millcreek shall prepare the contract document, which shall be made a part of the bid documents. Each municipality shall use the adopted contract document and award a contract as to its own purchase. Each Municipality shall provide notice of such decision to Millcreek, which shall provide contractor with all notices of award and other information, and which shall be responsible to obtain required insurance, certificates and warranties from the contractor, all of which shall extend to all participating municipalities. The County shall be provided with copies of bid submissions, contract award notices and of all contracts entered into.

3. Bids; Determination of Quantities. Municipalities shall solicit bids for provision of receivers and other required equipment on a per-unit basis, the solicitation to identify all those intersections potentially involved. Municipalities shall determine the total quantity of equipment to be purchased after review of bids and consideration of available funding.

4. Funding of Improvements. At least with respect to the initial phase of the Project, all funding contributions shall be paid over to the County of Erie, to be deposited into an account restricted to use solely for payment of equipment and services related to solicitation of proposals, consideration of proposals, contract administration and costs of equipment and services due under awarded contracts. Total funding for the initial phase of this Project shall be \$231,000.00, provided as follows:

Lawrence Park Township	\$ 1,000.00	Harborcreek Township	\$15,000.00
Fairview Township	\$20,000.00	Millcreek Township	\$45,000.00
Summit Township	\$20,000.00	LECOM/Mlk Comm.	\$30,000.00
County of Erie	\$100,000.00		

5. Administration of Project Funding. Project funds shall be used for installation of radio-based traffic signal preemption intersection equipment (receivers), including costs of bid solicitation and contract administration actually incurred, but not for research and development or product development. The County and Millcreek initially shall develop a system acceptable to each which ensures compliance with these requirements and the proper administration of Project funds. The County shall provide to Millcreek's Treasurer written confirmation of all sums received into or disbursed from the dedicated account. Millcreek will be responsible for providing such information to the other Municipalities. Upon receipt of the Inter-Municipal Agreement signed by and for all Municipalities, the County shall remove the restriction previously established on the grant by ordinance.

6. Determination of Intersections to be Served. In each phase of the Project, those intersections determined to be served by the Project will be limited to those for which sufficient funds exist. Grant funds by the County and LECOM/Millcreek Community Hospital shall be utilized at various intersections as determined by the Municipalities with priority given to various corridors to hospitals. Each Municipality's contribution shall be allocated solely to that Municipality's share of contract administration expense and cost of acquiring system equipment at intersections within said Municipality's boundaries. As additional funds are secured, additional intersections may be served, subject generally to the principles set forth above in this Paragraph.

7. Installation of Equipment. Each Municipality shall be responsible for installation of receivers and other equipment purchased pursuant to this Agreement. A Municipality may enter into an agreement providing for installation of its receivers and equipment by Millcreek Township personnel on terms to be determined between that Municipality and Millcreek based on the number of intersections and quantity of equipment involved. If Millcreek installs preemption equipment for another Municipality, such Municipality shall pay to Millcreek all sums due for services involved in installation of equipment within thirty (30) days after the date of Millcreek's invoice.

8. Maintenance and Repair of Installed Equipment. Each Municipality shall be solely responsible for ensuring that all equipment obtained and installed for intersections within the boundaries of that Municipality shall be properly maintained and repaired by such Municipality.

9. Additional Participants and Intersections. Upon request by another municipal member of the COG, the Participating Municipalities and the County may agree to amend this Agreement so as to include one or more additional municipalities as parties to this Agreement, subject to the terms and conditions of this Agreement. Upon request therefor by a participating Municipality and/or by a proposed additional Municipality, Participating Municipalities and the County may agree to amend this Agreement for the purpose of adding or modifying intersections to be served under this Project.

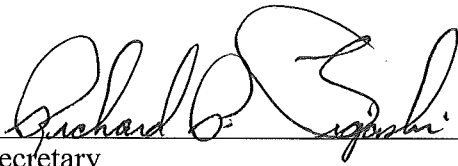
10. Duration of Agreement. This Agreement shall remain in effect unless terminated by act of all of the Municipalities. Should funding not allow for acquisition or installation of receivers and other required equipment at all of the designated intersections, or if Municipalities in the future should identify other signal-controlled intersections needing such equipment or replacement of equipment, bids shall be solicited, bids and contracts shall be administered and equipment shall be purchased and installed in accordance with the provisions of this Agreement.

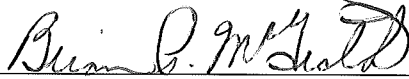
11. Miscellaneous Provisions. This Agreement may not be modified or amended except by a writing signed by or on behalf of all of the Municipalities. Each Municipality has enacted an ordinance authorizing this Agreement as required by 53 Pa. C.S. Section 2305 prior to approving this Agreement, either specifically as to this Agreement or otherwise. The governing body of each Municipality and of the County of Erie have approved this Agreement and authorized their respective officials to sign this Agreement on their behalf. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their authorized officers as of the date(s) respectively set forth below.

ATTEST:

**TOWNSHIP OF MILLCREEK**

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Chair, Board of Supervisors

Date: March 4, 2014