

FRANKLIN TOWNSHIP

Erie County, Pennsylvania

Authorizing Intergovernmental Cooperative Agreement for Centralized County Dispatch

ORDINANCE NO. 3 of 2011

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF FRANKLIN TOWNSHIP AUTHORIZING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN FRANKLIN TOWNSHIP AND ERIE COUNTY FOR DISPATCHING OF EMERGENCY RESPONDERS WITHIN FRANKLIN TOWNSHIP.

WHEREAS, Municipality under Commonwealth law is vested with the authority and unilateral responsibility to insure the public health, safety and welfare of the citizens and public within its jurisdiction, which includes the direct responsibility to provide safe and accurate dispatching services in a timely fashion to its citizens and the general public within its jurisdiction.

WHEREAS, County and Municipality are local governments authorized to enter into intergovernmental cooperation agreements by Pennsylvania's Intergovernmental Cooperation Agreement Act, 53 Pa. C.S. §2301, et seq.; said agreement must be adopted by Ordinance of each party and further requires that the agreement must specifically include the following (as quoted from the Act):

- (1) The conditions of agreement in the case of cooperation with or delegation to other local governments, the Commonwealth, other states, or the Federal Government;
- (2) The duration of the term of the agreement;
- (3) The purpose and objectives of the agreement, including the powers and scope of authority delegated in the agreement;
- (4) The manner and extent of financing the agreement;
- (5) The organizational structure necessary to implement the agreement;
- (6) The manner in which real or personal property shall be acquired, managed, licensed or disposed of; and
- (7) That the entity created under this section shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees; and

WHEREAS, County currently operates through its Department of Public Safety a "public safety answering point" ("PSAP") as that term is defined in the Public Safety Emergency Telephone Act, 35 P.S. §7011, et seq., which currently handles 911 call taking for local governments; and

WHEREAS, County and Municipality desire that the County also handle dispatch services for Franklin Township.

NOW, THEREFORE, the Board of Supervisors of Franklin Township hereby approves the Intergovernmental Cooperative Agreement attached hereto as Exhibit A and authorizes the Chairman of the Board of Supervisors to execute the agreement on behalf of Franklin Township.

**APPROVAL PAGE
FRANKLIN TOWNSHIP ORDINANCE NO. 3 OF 2011**

FRANKLIN TOWNSHIP
BOARD OF SUPERVISORS

JOHN J. SACHAR
Chairman

GARY L. TRUITT
Vice-Chairman

DENNIS D HOWARD
Supervisor

Attest:

DAVID G HENDERSON
Secretary

I hereby certify that the foregoing Ordinance was advertised in the Albion News on the _____ day(s) of _____, 2011, a newspaper of general circulation in the municipality and was duly enacted and approved as set forth at the regular meeting of the Franklin Township Board of Supervisors held on the _____ day of _____, 2011.

DAVID G HENDERSON
Secretary

Exhibit A

Franklin Township

10411 Rt. 98, Edinboro, PA 16412

911 DISPATCH SERVICES INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 6th day of November, 2011, between the County of Erie, a County of the third class of the Commonwealth of Pennsylvania (hereinafter "County"), and Franklin Township, a Municipality of the Commonwealth of Pennsylvania (hereinafter "Municipality").

WHEREAS, County and Municipality are local governments authorized to enter into intergovernmental cooperation agreements by Pennsylvania's Intergovernmental Cooperation Agreement Act, 53 Pa. C.S. §2301, et seq.; and

WHEREAS, County currently operates, through its Department of Public Safety, a "public safety answering point" ("PSAP") as that term is defined in the Public Safety Emergency Telephone Act, 35 P.S. §7011, et seq., which currently handles 911 call taking for local governments; and

WHEREAS, County and Municipality desire that the County also handle dispatch services for Municipality.

NOW THEREFORE, intending to be legally bound, and in consideration of their mutual obligations, County and Municipality hereby agree as follows:

1. Municipality assigns and delegates to County responsibility for provision of emergency communications services, which shall include, but not be limited to, the following: 911 call taking at a central PSAP; entry of initial call data in a computer- aided dispatch network; radio dispatch to the first responding units; recording of phone and radio dispatch dialogue; entry of dispositional data into a records management system; operation of NCIC and CLEAN terminals for field-based inquiries, if applicable; any other ancillary services agreed to by both parties hereto and memorialized in a written addendum to this Agreement.
2. County will provide to Municipality emergency communication services as defined in this Agreement and as amended in any amendment to this Agreement. Municipality shall establish a non-emergency telephone number for its residents to report non-emergency matters directly to Municipality. Municipality shall publicize the non-emergency number through its telephone directory listings, website, newsletters, bulletin boards, announcements, press releases, and other communications. In the event non-emergency calls are received by County, County will refer any non-emergency callers to the Municipality's non-emergency number.
3. County will take all actions necessary and appropriate for the establishment and maintenance of an efficient system to provide the emergency communication services, these including but not being limited to acquisition of such hardware and software and establishment and maintenance of proper databases, including input of existing data pertaining to persons' background information and prior criminal records, etc. as relates to emergency communications services for law enforcement agencies, if applicable, to enable Municipality to maintain accurate and complete records regarding the provision of emergency services.
4. County and Municipality agree to cooperate in the orderly exchange of information as may be necessary to accomplish the purposes of this Agreement, whether through the parties to this Agreement or through committees and/or advisory boards or other standard avenues of communication to develop system standards and operational procedures for the operation of the system which is the subject of this Agreement.
5. Municipality agrees that County will provide emergency dispatching services to the responding agencies serving Municipality and further agrees to adhere to the standard operating guidelines established by County with input from Municipality and local emergency responders. County will operate in full accord with those legal obligations mandated by federal, state and county governments having jurisdiction over such matters.

Municipality acknowledges that County is the sole administrator of the call and radio operations at its PSAP and dispatch center. County is solely liable for the proper operation and conduct of its PSAP and dispatch center.

6. County reserves the right to enter into future agreements concerning purchase, support and maintenance for software pertaining to police, fire, and EMS emergency communications which are provided to Municipality under this Agreement at no cost to Municipality. County shall provide Municipality as the end-user with software for Municipality's record management systems pertaining to police, fire, and EMS emergency communications.
7. County shall advise the Municipality's emergency providers of the minimum system requirements necessary for the Municipality's mobile data terminal units to interface properly with the County's system.
8. Upon notification by either party to this agreement that it (hereafter the "notified party") has received a request for access to, and copies of, any document or information arising out of this Agreement under the Pennsylvania Right to Know Law ("RTKL"), 65 P.S. §67.101 et seq., the other party shall fully assist the notified party in responding to the request. Such assistance shall include providing the notified party within three (3) days, access to, and copies of, any document or information arising out of this Agreement in the other party's possession that the notified party deems a Public Record ("Requested Information") in order to comply with the RTKL. If the other party is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the other party must immediately notify the notified party that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the other party fails to provide the Requested Information to the notified party within the period specified in this provision, the other party shall pay, indemnify and hold the notified party harmless for any damages, penalties, detriment or harm that the notified party may incur as a result of the other party's failure.
9. County shall determine and acquire such real and personal property to be managed, licensed or disposed of in performance of this Agreement. County shall be responsible to provide these at no cost to Municipality.
10. County shall be responsible for establishing such structural organization as is required to provide the services contemplated in this Agreement. County shall be required to provide these at no cost to Municipality.
11. County shall retain all funds paid by owners and users of land line and cellular telephones pertaining to assistance to 911 and emergency dispatch services.
12. This Agreement may not be terminated or modified except by Order of a Court of Competent Jurisdiction or the written agreement of all parties.
13. County shall consider suggestions and/or concerns deemed by the Municipality to be necessary or appropriate to ensure or improve efficient and high quality emergency communications services.
14. The parties agree that disputes between them as to the requirements of this Agreement shall be resolved by means of a mediation process. In the event of a dispute between the parties, the parties agree to first submit the dispute to non-binding mediation. The parties shall utilize the services of the Erie County Bar Association mediation program. The parties shall agree upon the mediator but in the absence of agreement following good faith communication, a court of competent jurisdiction shall select the mediator. The parties or the court shall appoint a mediator that has expertise in the area in controversy.
 - a. The initiating Party (the "Claimant") shall give to the other Party (the "Respondent") written notice of its intention to mediate (the "Demand"), which Demand shall contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedy sought. The date of the said written notice shall be the postmark date of any written notice sent by Certified U. S. Mail, with return receipt requested, or the date of hand delivery of the written notice to the Respondent.
 - b. Should the parties fail to resolve the matter through mediation, then the parties agree to submit the matter to arbitration as provided in the Uniform Arbitration Act, 42 Pa. C.S. §7301 et seq.
 - c. Cost of mediation or arbitration shall be borne equally by the parties.

15. County hereby agrees to indemnify and hold Municipality harmless of and from any and all expenses and liabilities which may arise against Municipality regarding the services and equipment provided pursuant to this Agreement.
16. The parties shall ensure that such ordinance as is required by state law to authorize this Agreement is enacted by their respective legislative bodies.
17. NOTICE. Every notice, demand, or other document or instrument required or permitted to be given or served upon any party hereto shall be in writing and shall be hand delivered or sent by U.S. Certified Mail, return receipt requested, or FedEx, UPS, or other reputable overnight carrier, postage prepaid, to such party at its address set forth below. Notice shall be deemed given on the date of mailing, or on the date of actual delivery if given by hand delivery.

To the County:
 Director of Public Safety
 Erie County
 2880 Flower Road
 Erie, PA 16509

To the Municipality:
 Franklin Township
 10411 Route 98
 Edinboro, PA 16412

18. This Agreement shall be construed and governed in all respects by the laws of the Commonwealth of Pennsylvania.
19. This Agreement may be signed in counterparts and each counterpart shall be as effective as an original.
20. This Agreement shall become effective immediately and 911 dispatch shall commence on December 1, 2011, at 6:00 a.m.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by their authorized officers as of the day and year first above written.

ATTEST:

COUNTY OF ERIE

By: _____ By: _____
 Secretary County Executive

ATTEST:

FRANKLIN TOWNSHIP

By: _____ By: _____
 DAVID G HENDERSON JOHN J SACHAR
 Secretary Chairman, Board of Supervisors

Dated: November 6, 2011