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RESOLUTION NO. 21 OF 2022

A RESOLUTION OF THE COUNTY OF DAUPHIN, IN CONJUNCTION WITH THE COUNTIES OF ADAMS, FRANKLIN, AND CUMBERLAND, UNDERTAKEN UNDER THE AUTHORITY OF THE PENNSYLVANIA INTERGOVERNMENT COOPERATION ACT, 53 PA. C.S. § 2301, ET SEQ., PLANNING FOR THE DEVELOPMENT AND OPERATION OF A REGIONAL TELECOMMUNICATION SYSTEM KNOWN AS THE SOUTH CENTRAL INTER-COUNTY PHONE NETWORK, PLANNING FOR THE MANAGEMENT, FUTURE ACTIVITIES AND FUNDING OF THAT NETWORK, AGREEING TO WORK IN CONCERT WITH AND TO UNDERTAKE FINANCIAL AND OTHER OBLIGATIONS WITH EACH OF THE OTHER COUNTIES, AND CREATING AN AGREEMENT FOR SUCH ACTIVITIES

RECITALS

WHEREAS, the County of Dauphin (“Dauphin”), is a third class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Dauphin County Board of Commissioners, with a business address of 2 South Second Street, 4th Floor, Harrisburg, Pennsylvania 17101, and a mailing address of P.O. Box 1295, Harrisburg, Pennsylvania 17108; and

WHEREAS, the County of Adams (“Adams”), is a fifth class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Adams County Board of Commissioners, with a business address of 117 Baltimore Street, Suite 201, Gettysburg, Pennsylvania 17325; and

WHEREAS, the County of Franklin (“Franklin”), is a fourth class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and legislative powers of the Franklin County Board of Commissioners, with a business address of 272 North Main Street, Chambersburg, Pennsylvania 17201; and

WHEREAS, the County of Cumberland (“Cumberland”), is a third class county organized under the laws of the Commonwealth of Pennsylvania, operating through the executive and

legislative powers of the Cumberland County Board of Commissioners, with a business address of 1 Courthouse Square, Room 200, Carlisle, Pennsylvania 17013; and

WHEREAS, Dauphin, Franklin, Cumberland and Adams Counties each have duties to operate a Public Safety Answering Point (PSAP) in their respective county, such responsibilities flowing from, but not limited to, the Public Safety Emergency Telephone Act, Act 118 of 2010, P.L. 1181, codified at 35 Pa. C.S. § 5301 – 5398; the Hazardous Material Emergency Planning and Response Act, Act 165 of 1990, P.L. 639, codified at 35 P.S. § 6022.101 – 6022.307; the Counterterrorism Planning, Preparedness and Response Act, Act 227 of 2002, P.L. 1967, codified at 35 P.S. § 2140.101 – 2140.303; and the Emergency Management Services Code, Act 323 of 1978, P.L. 1332, codified at 35 Pa. C.S. § 7101 – 7904; and

WHEREAS, the Boards of County Commissioners of Dauphin, Franklin, Cumberland and Adams Counties each believe that the ability to rapidly and securely communicate over large regions of southcentral Pennsylvania, including beyond the boundaries of each county when needed, to provide back-up communications systems to each of the other counties, to comply with recognized standards for emergency and interoperable communications systems, to ensure infrastructure redundancy, all while operating more cost effectively, are desirable goals; and

WHEREAS, the Intergovernmental Cooperation Act, Act 177 of 1996, P.L. 1158, codified at 53 Pa. C.S. 2301 – 2317, allows local governments as that term is defined in the Act, which definition includes counties, to enter into agreements to provide for the sharing of responsibilities, costs, and fulfillment of statutory and related duties; and

WHEREAS, Dauphin, Franklin, Cumberland and Adams Counties, through their respective Departments of Emergency Services or Public Safety, have been working to develop a consolidated emergency communication system, known as the South Central Inter-County Phone Network (hereafter “SCIPNet”), which will be able to provide planned redundancies and back-up capabilities for all four counties, and meet the goals noted above.

NOW THEREFORE, BE IT RESOLVED by the Dauphin County Board of Commissioners, and it is hereby **RESOLVED** by the authority of the same, as follows:

SECTION 1. Incorporation of Recitals. The Recitals stated above are incorporated into this Resolution as if fully repeated herein and made an essential part hereof.

SECTION 2. Intergovernmental Agreement. It is the intention of Dauphin County, Adams County, Cumberland County, and Franklin County that this Resolution and the referenced exhibits shall also serve as the Intergovernmental Agreement among the four counties. Unless stated otherwise, the use of “agreement,” “intergovernmental agreement” and “resolution” shall refer to the same document.

SECTION 3. System Overview. In 2018, the Counties of Adams, Dauphin and Franklin adopted ordinances to create the South Central Inter-County Communications Network (“SCICNet”). The SCICNet vision is to establish a regional public safety system which increases resiliency, redundancy, and interoperability while reducing the overall cost of ownership. Today, the SCICNet membership governs, operates, and shares a regional P25 Public Safety Radio Network covering an area of 1,850 square miles. The SCICNet Executive Board believes expanding the SCICNet vision to include a shared 911 Call Handling System will provide member counties additional technical, operational, and economic benefits.

Adams, Dauphin, Cumberland, and Franklin Counties process 911 telephone calls and text messages utilizing separate VESTA®911 Call Handling Systems and networks and desire to partner for the purpose of designing, procuring, implementing, operating, and maintaining a fully redundant 911 Call Handling Solution. Pennsylvania Emergency Management Agency has awarded the SCICNet Member Counties a 2020 9-1-1 Statewide Interconnectivity Funding Program Grant for this purpose (Exhibit A). Pennsylvania Emergency Management Agency awarded a 2021 9-1-1 Statewide Interconnectivity Funding Program Grant to include Cumberland County in 911 Call Handling Solution Project (Exhibit A-1).

The Next Generation 911 Call Handling System will incorporate the core services and transport functionality of the Commonwealth of Pennsylvania's Emergency Services IP Network (ESINet). The network and core services are provided by Comtech Telecommunications Corporation as contracted by Pennsylvania Emergency Management Agency.

SECTION 4. Purpose. The purpose of this Agreement is to provide establishment of and legal framework for SCIPNet to share the procurement, implementation, operation, maintenance, and strategic planning of a regional 911 Call Handling System.

SECTION 5. Governance. The SCIPNet will be organized, managed, and governed under the auspices of a document identified as the "South Central Inter-County Phone Network (SCIPNet) Shared 911 Call Handling Equipment Charter and Governance Procedures for SCIPNet Users" (hereafter referred to as the "Charter"), which is incorporated by reference thereto.

SECTION 6. Representation. The Charter provides details as to the SCIPNet Communications Council (hereafter "SCIPNet – CC"), of which SCIPNet – CC shall have day to day responsibility for management and operation of the SCIPNet. The SCIPNet – CC shall be managed by the SCIPNet Executive Board (hereafter "SCIPNet – EB"). Each County shall have one (1) vote for the conducting of business under the Charter as a member of the SCIPNet – EB, with a majority of the Charter signatories being considered a quorum for meetings. Telephonic or other remote attendance, participation and voting are authorized for SCIPNet – EB representatives so long as the remote attendee can clearly identify himself or herself with the use of chosen technology. Each County Board of Commissioners shall appoint a representative to the SCIPNet – EB, which shall be done by action of the Board, followed by written confirmation of appointment sent to the SCIPNet – CC, in care of the Dauphin County Department of Public Safety. It is understood that the appointee will typically be a member of the Department of Public Safety or Emergency Services, and that he or she will be fully conversant with SCIPNet and SCIPNet – CC management issues, and shall be empowered by the respective County to act in and on their behalf.

SECTION 7. New Members. New members may be added to the SCIPNet upon approval by a majority vote of the existing members. Any new member will be entitled to one (1) vote on the SCIPNet – EB, provided all contractual and other duties have been met. Addition of other governmental entities will require the adoption of a new Intergovernmental Agreement, wherein the new cost share and members will be identified therein. Pro rata costs for the year to date, and other costs when determined to be fair and equitable, may be assessed to new members. All such costs, if assessed, must be agreed to by the SCIPNet – CC prior to addition of new members, and must be captured in a written offer of membership.

SECTION 8. Cost Sharing. The County of Dauphin, County of Franklin, County of Cumberland and County of Adams agree to share the cost of operating and maintaining SCIPNet. Such cost shall be identified by July 15 of each year, to allow the respective counties to ensure such costs are included within their respective annual budgets. Such operational and management costs shall be apportioned equally on an annual basis, with the initial cost share being 25% percent per County. This pro rata cost share may be reduced if other governmental entities join the SCIPNet. It is understood that such membership will be on an equal, pro rata share basis.

SECTION 9. Understandings. The following understandings exist among the four Counties:

- a. The members agree to participate in the prescribed hardware, software upgrades and maintenance strategies for the SCIPNet Shared NG911 Call Handling Equipment, as recommended by the solution manufacturer and as necessary to ensure a comprehensive cyber security framework. The costs of this strategy shall be considered an operational cost of SCIPNet.
- b. All members agree to maintain and keep current all facilities and equipment, both core and ancillary, deemed essential for the continued operations and successful interface of subsystems appliances that are an operational part of the SCIPNet and its Shared NG911 Call Handling Equipment.

- c. A SCIPNet member may elect to cancel their participation in the Agreement after the initial Five (5) term. Otherwise, the agreement shall continue for each member on an annual basis beginning the first day of January 1st of each subsequent year, if notice is not received as required in subsection 9(d) below.
- d. It is understood by all parties that this agreement relates to the provisioning of a dedicated public safety network and its associated telecommunication systems components, of which require extended lead times for establishing service, testing, or modifying the system or its components. For this reason, termination of member participation requires at least eighteen (18) months advance notice. Any action to terminate the Agreement shall be by written notice to all members describing the intention to withdraw their participation in the Agreement. Such notice shall be signed by the Board of Commissioners or government executive and shall include the desired date the member plans to exit SCIPNet membership.
- e. Upon the departure of a member county, the SCIPNet Agreement shall continue in force with the remaining members until such time as the advice of the SCIPNet – CC suggest otherwise. The decision to continue membership in the SCIPNet Agreement shall remain the sole responsibility of the individual members, in accordance with their contractual obligations and authority.
- f. Any member county who, upon dissolving its participation in SCIPNet, shall have no right of ownership or right of further use of the utility or core components of the SCIPNet as described by the Agreement.
- g. No separate governmental or organizational structure is necessary for the administration or implementation of this agreement. No additional employee of any member government is required for the operation and management of the SCIPNet.
- h. No real or personal property shall be required for the establishment of the SCIPNet.

- i. The Communication Center resources of each county shall not be considered a common resource and utilized at the discretion of any member. Rather, any and all requirements to augment a member's workforce and/or seek backup or expanded call handling capability due to a current or impending event shall be accomplished in accordance with established policy and procedure.

SECTION 10. Finances. The County of Dauphin will act as the fiduciary agent for the SCIPNet. In that role, Dauphin County shall administer the approved SCIPNet operating budget, and invoice all member counties (and other entities, as applicable), for their proportionate share on a quarterly basis. Dauphin County shall also ensure that any initial costs, specific to member participation, be invoiced to the respective County. The initial cost for establishment of the SCIPNet shall be determined through a competitive procurement process which presents the member counties with the best value. Future members shall have the responsibility and cost of ensuring its 911 Call Handling Equipment is compatible with the SCIPNet. Ambiguous interpretations concerning compatibility shall be decided by the SCIPNet – CC and its vendors.

SECTION 11. Governing Law. This agreement is governed by the laws of the Commonwealth of Pennsylvania.

SECTION 12. Severability. If any provision of this agreement, or the application of any provision of this agreement to any entity or circumstance, is held to be invalid, illegal, or unenforceable, or inconsistent with any present or future law, ruling, rule, policy or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter of this agreement, then the validity, legality, and enforceability of the remaining provisions of this agreement and ordinance shall not in any way be affected or impaired and such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, policy or regulation, and the remainder of this agreement and ordinance, and the application of such provision to any entity or circumstances other than those to which it shall be held inconsistent, shall not be affected.

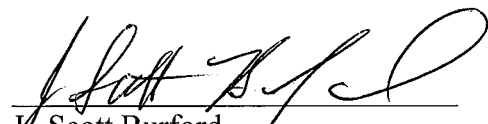
SECTION 13. Assignment. No member may assign its rights under this agreement and ordinance without the prior written consent of all other members.

SECTION 14. Multiple Enactments. This Intergovernmental Agreement may be adopted in multiple original agreements, as ordinances and agreements both, and all such enactments will be considered as one agreement for purposes of enforceability and interpretation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers.

ATTEST:


**COUNTY of DAUPHIN
COMMONWEALTH of PENNSYLVANIA**




Scott Burford
Chief Clerk/Chief of Staff



Mike Pries, Chairman
Board of Commissioners



Chad Saylor, Vice-Chairman
Board of Commissioners



George P. Hartwick, III, Secretary
Board of Commissioners

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