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ORDINANCE NO. 1 OF 2018

AN ORDINANCE OF THE COUNTIES OF DAUPHIN, FRANKLIN AND ADAMS, 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 COMMUNICATIONS 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 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 14 North Main Street, Chambersburg, Pennsylvania 17201; 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, Dauphin, Franklin and Adams Counties each have duties to operate an emergency telecommunications system to provide emergency and disaster communications 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 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, Dauphin, Franklin, and Adams Counties, through their respective Departments of Emergency Services, have been working to develop a consolidated emergency communication system, known as the South Central Inter-County Communications Network (hereafter “SCICNET”), which will be able to provide planned redundancies and back-up capabilities for all three counties, and meet the goals noted above; 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.

NOW THEREFORE, be it **ENACTED AND ORDAINED** by each County, by the County Board of Commissioners of Dauphin, Franklin, and Adams Counties, each operating independently, and it is hereby **ENACTED AND ORDAINED** by the authority of the same, as follows:

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

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

SECTION 3. System Overview. The South Central Inter-County Communications Network (“SCICNET”) consists of a Project 25 digital radio communications network, with redundant master sites located at the Adams County Department of Emergency Services 911 Center and the Dauphin County Department of Public Safety 911 Center. The joining of these master site systems create a common, standards driven, P25 platform that will support the continued growth of a wide-area fully interoperable regional communications system among the three counties, and contains all of the network servers, routers, switching infrastructure, system controllers, and management components that will make the wide-area P25 network fully operational. Specific system details and operational parameters are contained in the system design, which is included in the document entitled “Astro 25 Regional Master Site with Dynamic System Resiliency (DSR), South Central Inter-County Communications Network (SCICNET),” prepared by Motorola Solutions, Inc., and dated November 10, 2017 (hereafter “Motorola Agreement”). A copy of the Motorola Agreement is attached hereto as Exhibit “A,” incorporated herein, and made an essential part hereof.

SECTION 4. Purpose. The purpose of this Agreement is to provide for the establishment of and legal framework for the SCICNET, and the sharing of the operations and maintenance of this regional public safety radio system.

SECTION 5. Governance. The SCICNET will be organized, managed, and governed under the auspices of a document identified as the “South Central Inter-County Communications

Network (SCICNET) Radio Communications Charter and Governance Procedures for SCICNET Users” (hereafter referred to as the “Charter”). A copy of the Charter is attached hereto as Exhibit “B,” incorporated herein, and made an essential part hereof.

SECTION 6. Representation. The Charter provides details as to the SCICNET Communications Council (hereafter “SCICNET – CC”), which SCICNET – CC shall have day to day responsibility for management and operation of the SCICNET. The SCICNET – CC shall be managed by the SCICNET Executive Board (hereafter “SCICNET – EB”). Each County shall have one (1) vote for the conducting of business under the Charter as a member of the SCICNET – 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 SCICNET – 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 SCICNET – EB, which shall be done by action of the Board, followed by written confirmation of appointment sent to the SCICNET – 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 SCICNET and SCICNET – 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 SCICNET upon approval by a majority vote of the existing members. Any new member will be entitled to one (1) vote on the SCICNET – 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 SCICNET – 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, and County of Adams agree to share the cost of operating and maintaining SCICNET. 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 33.33% percent per County. This pro rata cost share may be reduced if other governmental entities join the SCICNET. It is understood that such membership will be on an equal, pro rata share basis.

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

- a. The members agree to continue the existing bi-annual hardware and software upgrade strategy for the SCICNET dynamic system resiliency (DSR) master sites, as required and provided for in Exhibit B. The costs of this strategy shall be seen as an operational cost of SCICNET.
- b. The members agree to maintain and keep current each suite of non-master site equipment, which equipment is essential for the independent county communication systems and are required to interface with, interoperate with, or connect to the SCICNET master sites, in a manner to ensure that they are compatible with and do not interfere with operation of the SCICNET and its DSR master sites.
- c. The duration of this agreement shall be at least seven (7) years from the date of execution.
- d. The agreement may be terminated by the members after the initial seven (7) year term, but will continue on an annual basis, beginning with January 1 of each subsequent year, if notice is not received as required in subsection 9(e) below.
- e. It is understood that this agreement relates to the provision of emergency communications, and a long lead time is required for the testing and establishment of any replacement system for one or more members of the SCICNET. For those

reasons, termination requires at least an eighteen (18) month lead time. Termination shall be by written notice to the other members, providing notice of the intent of any party to terminate the agreement, shall be signed by the Board of Commissioners or government executive, and shall include the desired date the member plans to exit SCICNET membership.

- f. The SCICNET may be continued by the remaining members, based upon advice of the SCICNET – CC. However, the decision to continue the SCICNET shall remain solely a decision of the individual members, in their contractual powers.
- g. Any county that is a party to this agreement that chooses to dissolve the agreement or its participation in SCICNET will have no rights to the regional switches or its portion of ownership, as the SCICNET supports vital public operations for the remaining parties to this agreement.
- h. 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 SCICNET.
- i. No real or personal property shall be required for the establishment of the SCICNET.
- j. To the extent any U.S. Federal Communications Commission licenses must be acquired, or use of any privately owned radio bandwidth is necessary, such licenses or bandwidth shall be acquired prior to the operation of the SCICNET.

SECTION 10. Finances. The County of Dauphin will act as the fiduciary agent for the SCICNET. In that role, Dauphin shall administer the approved SCICNET operating budget, and invoice the member counties (and other governments, as applicable), for their proportionate share of the costs on a quarterly basis. Dauphin County shall also ensure that any initial construction costs be invoiced to the respective County. The initial cost for establishment of the SCICNET shall be as previously negotiated between Motorola Solutions, Inc., and each individual County. Any future new member shall have the responsibility and cost of ensuring

that its radio system is compatible with the SCICNET. Disagreements about compatibility shall be decided by the SCICNET – CC.

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.

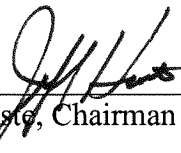
INTENDING TO BE LEGALLY BOUND, this Ordinance is **ENACTED AND
ORDAINED** this 16 day of May 2018.

ATTEST:

**DAUPHIN COUNTY
BOARD OF COMMISSIONERS**



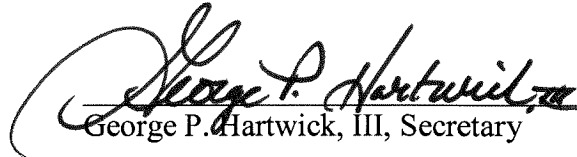
Chad Saylor, Chief Clerk



Jeff Haste, Chairman



Mike Pries, Vice Chairman



George P. Hartwick, III, Secretary