

**ORDINANCE NO. 9 of 2007**

**AN ORDINANCE AUTHORIZING THE COUNTY OF CUMBERLAND TO ENTER INTO A MASTER INTERGOVERNMENTAL COOPERATION AGREEMENT WITH COUNTY MUNICIPALITIES FOR THE USE OF SPECIAL FIRE POLICE FOR MUTUAL AID AND ASSISTANCE.**

**BE IT ENACTED AND ORDAINED** by the Board of Commissioners of Cumberland County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

**SECTION 1: SHORT TITLE**

This Ordinance shall be known and may be cited as the Special Fire Police Mutual Aid Ordinance.

**SECTION 2: LEGISLATIVE INTENT AND APPLICABILITY**

The background of this Ordinance and the legislative intention of the Board of Commissioners in enacting it are as follows:

- A. Cumberland County is a Pennsylvania 4<sup>th</sup> class county.
- B. The Act of December 19, 1996, P.L. 1158, No. 177, referred to as the Intergovernmental Cooperation Law, 53 Pa. C.S. § 2301, *et seq.*, provides that local governments may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities.
- C. The use of Special Fire Police to perform traffic and crowd control services and other necessary functions, whether within or outside the boundaries of the municipality by which they are confirmed, is governed by statutory authority. 35 P.S. § 1201, *et seq.*
- D. The Board of Commissioners of Cumberland County, Pennsylvania, and the governing bodies of the participating municipalities recognize the desirability of sharing Special Fire Police resources for both emergency and non-emergency events for the protection of the health, safety and welfare of all residents.

**SECTION 3: TERMS OF THE AGREEMENT**

- A. The conditions of membership, duration, purpose and objectives of the intergovernmental agreement, including the powers and scope of authority delegated therein, manner and extent of financing, and organizational structure necessary to implement the

agreement are set forth in the Intergovernmental Cooperation Agreement for Special Fire Police Mutual Aid and Emergency Assistance (“Agreement”), a copy of which is attached to this Ordinance as Exhibit “A” and incorporated herein as if set forth in full.

B. Any funds for implementation and continuing participation in the Agreement may be appropriated by the Board of Commissioners of Cumberland County and the governing bodies of participating municipalities as they shall determine, in their sole discretion, from time to time.

C. Real and personal property may be acquired, managed or disposed of under this Ordinance.

D. Each party has the power to enter into contracts for policies of group insurance and employee benefits, including social security, for all of their employees, including those whose duties further the purposes of the Agreement.

**SECTION 4: AUTHORITY TO ENTER AGREEMENT**

The Chairman of the Board of Commissioners of Cumberland County is hereby authorized to execute all documents and perform all actions necessary to cause the County to enter the Agreement.

**SECTION 5: SEVERABILITY**

If any sentence, clause, phrase or section of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Ordinance.

It is hereby declared as the intention of the Board of Commissioners of Cumberland County that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

**SECTION 6: REPEALER**

Any other Ordinance or parts thereof inconsistent with this Ordinance be and are hereby expressly repealed.


**SECTION 7: EFFECTIVE DATE**

This Ordinance shall become effective as provided by law. Each Agreement shall be effective upon the effective date of the Intergovernmental Cooperation Ordinance last enacted by the parties.

ENACTED AND ORDAINED this 25<sup>th</sup> day of July, 2007.

ATTEST:

BOARD OF SUPERVISORS  
TOWNSHIP OF SILVER SPRING

  
Assistant Secretary

By:   
Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR  
SPECIAL FIRE POLICE MUTUAL AID AND EMERGENCY ASSISTANCE**

THIS AGREEMENT is entered in this 25 day of July, 2007 by and between the County of Cumberland, a Pennsylvania fourth class county, with offices at 1 Courthouse Square, Carlisle, Pennsylvania (herein "County"), Silver Spring Township, a Pennsylvania [~~borough~~/~~first class township~~/~~second class township~~], with offices at 6475 Carlisle Pike, Mechanicsburg, Pa. (collectively herein "Municipalities").

WHEREAS, the County and the Municipalities have heretofore entered into mutual aid agreements for the provision of emergency services within the County; and

WHEREAS, the County has established an Emergency Operations Center and has established lines of command authority for joint emergency operations within the County; and

WHEREAS, the County, through its Board of Commissioners and Emergency Operations Center, and the Municipalities, through their respective governing bodies, recognize the desirability of sharing Special Fire Police resources for both emergency and non-emergency events for the protection of the health, safety and welfare of all residents; and

WHEREAS, the nomination, confirmation and utilization of Special Fire Police are governed by Pennsylvania statute, 35 P.S. § 1201, *et seq.*, and

WHEREAS, Special Fire Police are authorized and empowered to perform traffic and crowd control services and other necessary functions, whether within or outside the municipality by which they are confirmed, 35 P.S. § 1202; and

WHEREAS, pursuant to the provisions of Chapter 23, Subchapter A, Intergovernmental Cooperation, of the General Local Government Code, 53 PA. C.S. § 2301, *et seq.*

("Intergovernmental Cooperation Law"), a local government may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body; and

WHEREAS, the governing body of each of the Municipalities has determined to authorize and empower Special Fire Police to provide mutual aid and emergency assistance, whether within or outside of their respective municipal boundaries under the provisions of this Intergovernmental Cooperation Agreement for Special Fire Police Mutual Aid and Emergency Assistance (herein, "Agreement").

NOW, THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

1. RECITALS. The above recitals are incorporated herein by reference.
2. TERM. This Agreement shall continue indefinitely until terminated by a vote of a majority of the then-remaining parties, however, any party may withdraw from the Agreement upon providing thirty (30) days prior written notice to the remaining parties.
3. PURPOSES. The parties intend to implement a uniform procedure for sharing, coordinating and authorizing Special Fire Police resources, while retaining individual autonomy with respect to confirmation of Special Fire Police and approval of their use extraterritorially for non-emergency occasions. The parties also desire to establish uniform responsibility for compensation and other benefits afforded to such Special Fire Police.
4. NOMINATION AND CONFIRMATION OF SPECIAL FIRE POLICE. Each municipality in which a volunteer fire company is located shall retain full autonomy and sole

discretion with respect to the confirmation of nominees as Special Fire Police and shall exercise such power in accordance with the statutory procedures set forth in 35 P.S. § 1201, as amended from time to time.

5. POWERS OF SPECIAL FIRE POLICE. Nothing herein shall be construed to interfere with the statutory powers of Special Fire Police when engaged in the Home Municipality in circumstances not requiring outside assistance. When rendering mutual aid and assistance outside of the Home Municipality, Special Fire Police shall have the following powers:

- A. To regulate traffic and keep crowds under control at or in the vicinity of any fire on which their company is in attendance and to exercise such other police powers as are necessary in such instance in order to facilitate and prevent interference with the work being performed. When serving at any fire, they shall be subject to the supervision and authority of the National Incident Management System (NIMS) Incident Command or, in its absence, the Fire Chief having command authority at the scene.
- B. To exercise such police powers as are necessary to perform their duties at any function, event or parade conducted by, and under the auspices of, any volunteer fire company. When so serving, they shall be under the supervision and authority of the fire chief of the volunteer fire company hosting such event, parade or function.
- C. To exercise such police powers as are necessary to perform their duties at any event, function or parade conducted by a municipality or an

organization other than a volunteer fire company, providing the request to perform these duties is made by the governing body of the borough or township in which the event will be conducted. When so serving, they shall be under the supervision and authority of the official designated by the Host Municipality. In addition, no Special Fire Police shall so serve unless approval is granted by the governing body of the Home Municipality. Annually during the month of January, each Host Municipality shall approve a list of events at which Special Fire Police assistance from other municipalities is requested. The list, as approved by the Host Municipality, shall be submitted to each Home Municipality from whom assistance is requested for its approval or refusal, which action shall be taken not later than the end of February. The foregoing procedure is intended to assist in coordinating the use of Special Fire Police resources. Nothing herein shall be construed to prevent any Host Municipality from supplementing its approved list of events from time to time and, in such event, shall obtain the approval of any affected Home Municipality as each shall determine. Notwithstanding, priority for sharing of resources shall be given to the annual lists of events as mutually approved. Further, and in all events, first priority for the use of Special Fire Police shall be given to emergencies described in Subparagraph A above.

- D. To regulate traffic and keep crowds under control at or in the vicinity of any accident, flood or any other emergency. When serving at any

accident, flood or emergency, they shall be subject to the supervision and authority of the NIMS Incident Command or, in its absence, the local police authority.

- E. The prior consent of the Home Municipality shall not be required to call out Special Fire Police under the circumstances described in Subparagraphs A, B & D of this Paragraph 5.
- F. In all circumstances, Special Fire Police shall remain subject to the direction of lawful police authority.
- G. A person functioning as Special Fire Police and performing a duty under any of the above conditions shall be deemed to be performing the duties of his employment.

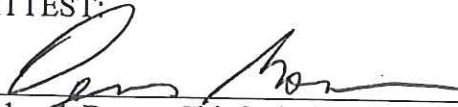
- 6. COUNTY AUTHORITY The parties agree that the County shall have full authority, at all times and without the prior consent of the Home Municipality, to call out such Special Fire Police as it deems necessary to serve at any accident, flood or other emergency. Further, the County has entered agreements with surrounding counties for mutual aid in such circumstances. The parties agree that the County's authority under this paragraph shall extend to the calling out of Special Fire Police, without the prior consent of the Home Municipality, for the provision of services outside of the County under a mutual aid agreement. When serving under the authority of this Paragraph, Special Fire Police shall be subject to the supervision and authority of the NIMS Incident Command or, in its absence, the local police authority.

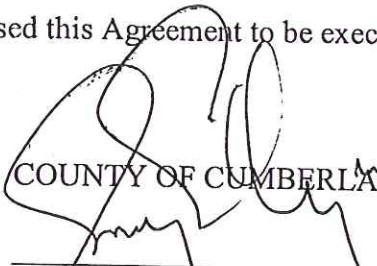
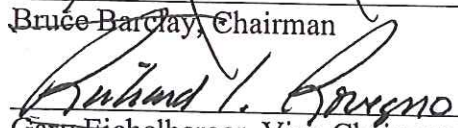
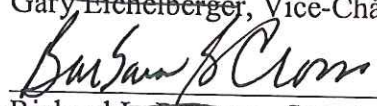
7. FINANCING OF THE AGREEMENT. Compensation payable to Special Fire Police when performing duties under this Agreement shall remain the sole determination of the Home Municipality. Notwithstanding, when serving under the provisions of Subparagraph 5C above, Special Fire Police shall be at full liberty to collect compensation from the private organization hosting such event. Each Home Municipality shall insure that workers compensation coverage is in effect for its Special Fire Police when performing duties and shall provide proof of such coverage to County annually. Responsibility for the payment of the cost of such coverage shall be at the discretion of the Home Municipality from time to time, but in no event shall Special Fire Police perform duties without such coverage being in effect. The governing body of each Home Municipality shall remain at full liberty to provide such other benefits for Special Fire Police as it shall determine in its sole discretion. The acquisition of uniforms, equipment, materials and supplies, and payment of the costs therefore, shall be determined by each Home Municipality and/or its Special Fire Police from time to time and no other party to this Agreement shall be obligated to share in such expense.
8. ACQUISITION OF REAL OR PERSONAL PROPERTY. Each party retains the right, jointly or severally, to acquire, manage or dispose of real or personal property.
9. INSURANCE. Each party retains its autonomous power to enter into contracts for policies of group insurance and employee benefits for its employees.
10. COMPLIANCE WITH ALL LAWS. Each party shall comply with all applicable federal, state and local laws, statutes, ordinances, regulations and rules.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
12. EFFECTIVE DATE. This Agreement shall be effective immediately upon the effective date of the Intergovernmental Cooperation Ordinance last enacted by the parties.


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

ATTEST:

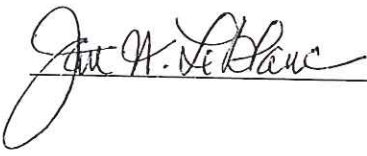
  
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John C. Byrne, Chief Clerk  
*DENNIS MARION*

  
COUNTY OF CUMBERLAND  
\_\_\_\_\_  
Bruce Barclay, Chairman  
  
\_\_\_\_\_  
Gary Eichelberger, Vice-Chairman  
  
\_\_\_\_\_  
Richard L. Rovagno, Secretary

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary

[MUNICIPALITY]

  
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