

COUNTY OF CENTRE

ORDINANCE NO. 1 OF 2001

AN ORDINANCE OF THE COUNTY OF CENTRE, PENNSYLVANIA, ADOPTING THE JOINT ARTICLES OF AGREEMENT FOR SHARING THE PURCHASE, OPERATION, AND MAINTENANCE OF A MOBILE COMMAND AND COMMUNICATIONS POST VEHICLE WITH FERGUSON TOWNSHIP, PATTON TOWNSHIP, STATE COLLEGE BOROUGH, AND THE PENNSYLVANIA STATE UNIVERSITY.

WHEREAS, the County of Centre, the Township of Ferguson, the Township of Patton, the Borough of State College, and the Pennsylvania State University (the Principal Agencies), all of Centre County, Pennsylvania, have a common interest in effective command and communications for a variety of critical incidents and special events; and

WHEREAS, the Principal Agencies desire to cooperate in the purchase, operation and maintenance of a mobile command and communications post vehicle; and

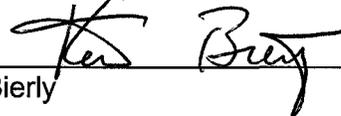
WHEREAS, cooperation among the municipalities in the exercise and performance of their governmental power, duties and functions is authorized by the Act of July 12, 1972, P.L. 762, 53PA. C.S. § 2301, et. seq; and

NOW, THEREFORE, be it Enacted and Ordained by the Board of Commissioners of Centre County, Pennsylvania, and it is hereby Enacted and Ordained by authority of the same as follows:

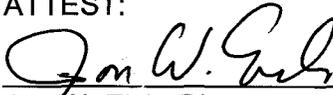
- Section 1. The Centre County Board of Commissioners hereby adopts, by reference, the Mobile Command and Communications Post Vehicle Sharing Agreement, a copy of which is attached to this Ordinance as Exhibit A.
  
- Section 2. All existing Agreements, Resolutions, and Ordinances which are contrary to the provisions of this Ordinance are hereby repealed to the extent necessary to give this ordinance full force and effect.

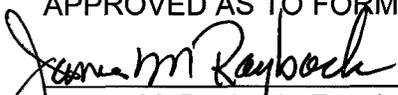
ENACTED AND ORDAINED as an Ordinance by the Centre County Board of Commissioners this 31<sup>st</sup> day of July, 2001.

  
\_\_\_\_\_  
H. Scott Conklin, Chairman

  
\_\_\_\_\_  
Keith Bierly

\_\_\_\_\_  
Connie E. Lucas

ATTEST:  
  
\_\_\_\_\_  
Jon W. Eich, Director  
Administrative Services

APPROVED AS TO FORM AND LEGALITY  
  
\_\_\_\_\_  
James M. Rayback, Esquire  
Solicitor

**Joint Articles of Agreement  
Mobile Command and Communications Post Vehicle  
Sharing Agreement**

This Agreement is made and entered into this 31<sup>st</sup> day of July 2001, between the County of Centre, The Pennsylvania State University, the Borough of State College, and the Townships of Ferguson and Patton collectively referred to as the **Principal Agencies**.

Background of Agreement

The emergency communications and police personnel representing the **Principal Agencies** have determined that critical incidents, natural disasters, major accidents, medical emergencies and fires requiring on-scene responses are in need of a mobile command and communications vehicle. This vehicle will provide effective command and communications for a variety of critical incidents and special events.

Provisions of Agreement

Pursuant to the agreement provisions of the Intergovernmental Cooperation Law (Act of July 12, 1972, P.L. 762, No. 180, as amended) the **Principal Agencies** agree to be legally bound as follows:

Section I:           Equipment to be Shared:

Fully equipped Mobile Command and Communications Vehicle Post

Section II:           Conditions for Sharing of Equipment:

1.           **Vehicle Specifications and Bidding.** The **Principal Agencies** have agreed to the specifications of the vehicle to be purchased. Bidding procedures and the award of a contract shall comply with applicable state law and shall be completed by Ferguson Township on behalf of the **Principal Agencies**. Ferguson Township shall consult with **Principal Agencies** prior to awarding any contract.

2.           **Cost Sharing.** The **Principal Agencies** agree to share the initial capital cost as follows:

Centre County- \$25,000  
The Pennsylvania State University - \$15,000  
State College Borough- \$25,000  
Ferguson Township - \$25,000  
Patton Township -\$25,000

The cost of the vehicle and equipping the vehicle shall be no more than \$115,000. Any additional funds received from any other source shall be used to reduce the shares of the **Principal Agencies** equally in proportion to the capital contribution provided.

3.           **Vehicle Usage.** The vehicle shall be used in accordance with the attached Exhibit "A".

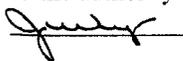
4. **Storage.** The vehicle will be stored at the Bellefonte Emergency Medical Services Building on Willowbank Street in Bellefonte, PA or another location approved by the majority of the Principle Agencies.
5. **Transporting and Fuel.** The vehicle shall be operated in accordance with the provisions of Exhibit "A" with respect to transporting, operating and fueling of the vehicle.
6. **Insurance.** The vehicle shall be titled and insured by the Township of Ferguson. The insurance deductibles and premiums shall be shared equally by each of the **Principal Agencies.**
7. **Maintenance.** The vehicle maintenance shall be the responsibility of the Township of Ferguson designated within the attached Exhibit "A". Maintenance shall be completed on a routine basis to keep the vehicle in good working order. Extraordinary costs for repairs or other equipment breakdown shall be shared equally by the **Principal Agencies**, unless there is a clear act of gross negligence by one of the parties. Deductibles on insurance shall be shared equally by the **Principal Agencies**
8. **Identification.** The vehicle shall be identified as "Emergency Communications and Command". Additionally, the **Principal Agencies** shall be listed in alphabetical order on the vehicle.
9. **Exhibit "A".** The attached Exhibit "A" entitled Emergency Command and Communications Vehicle Policy shall be considered part of this Agreement as though more fully set forth in its entirety. Exhibit "A" may be amended with the approval of the majority of the Principle Agencies without need to modify the Joint Articles of Agreement.

Section III. Termination:

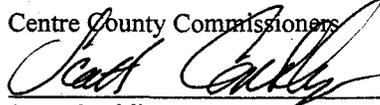
1. **Termination of Articles of Agreement.** The **Principal Agencies** at any time may mutually terminate this Article of Agreement. The termination shall be by formal action of the **Principal Agencies** in a manner by which this Agreement was adopted. The parties shall provide each other notice of their desire to terminate their participation 6 months prior to the beginning of a calendar year. Termination by any party shall not entitle that party to receive any return on its initial capital contribution toward the purchase of the vehicle unless all parties terminate the Agreement and the vehicle is sold. In this instance, each party shall receive a percentage share of the value of the vehicle when sold as a prorated share of the capital contribution, in accordance with Section II Paragraph 2.

Section IV. Effective Date:

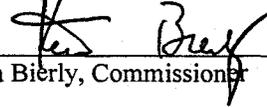
1. **Effective Date of Agreement.** Wherefore, the County of Centre, The Pennsylvania State University, the Borough of State College, and the Townships of Ferguson and Patton have caused this Agreement to be executed by their proper officers pursuant to the authority vested in them by the governing bodies, this 31<sup>st</sup> day of

 2001.

Centre County Commissioners



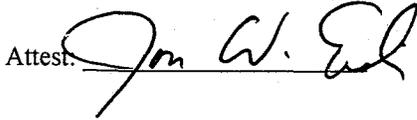
Scott Conklin, Commissioner



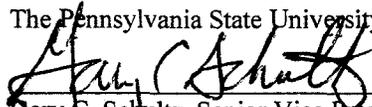
Keith Bierly, Commissioner

\_\_\_\_\_  
Connie Lucas, Commissioner

Attest:

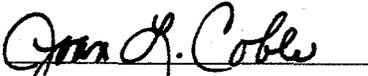


The Pennsylvania State University

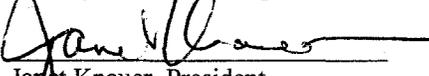


Gary C. Schultz, Senior Vice President for  
Finance and Business/Treasurer

Attest:

  
Joan L. Coble  
Assistant Secretary

Borough of State College

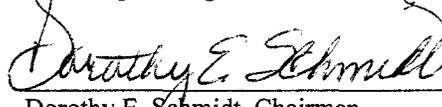


Janet Knauer, President  
State College Borough Council

Attest:

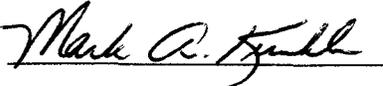


Township of Ferguson

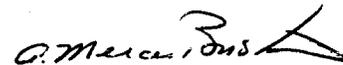


Dorothy E. Schmidt, Chairman  
Ferguson Township Board of Supervisors

Attest:



Township of Patton



Mercer Bristow, Chairman  
Patton Township Board of Supervisors

Attest:



APPROVED BY Principal Agencies

<u>Municipality</u>	<u>Date</u>	<u>Ordinance or Other Document #</u>
County of Centre	_____	_____
Borough of State College	_____	_____
Township of Ferguson	<u>06-04-01</u>	<u>775</u>
Township of Patton	<u>06-20-10</u>	<u>391</u>
The Pennsylvania State University	_____	_____

## **Emergency Command and Communications Vehicle Policy**

**SUBJECT: EMERGENCY COMMAND AND COMMUNICATIONS VEHICLE**

### **I. PURPOSE**

- A. The purpose of this policy is to establish guidelines for the deployment, operation, budget, and general use of the Emergency Command and Communications Vehicle.

### **II. DEFINITIONS**

- A. The following words, when used within this policy, shall have meanings as defined below:

**Chief Executive Officers**– The Municipal Manager, County Administrator and the Senior Vice President for Finance and Business/Treasurer of The Pennsylvania State University or his/her designee.

**Chief of Police Committee** - The Municipal Police Chief, the Director of the County Emergency Communications Center, and The Pennsylvania State University Director of Police Services.

**Mobile Command Post** – The Emergency Command and Communications Vehicle.

**Critical Incident** – Any police incident that could be classified as “out of the ordinary” and would, under normal circumstances, require the establishment of a command post.

**Driver/Operator** – Any emergency service person who is fully trained with respect to driving and operating all functions of the MOBILE COMMAND POST and is designated as such by proper authority.

**Emergency Incident** – Any incident recognized by the responding emergency service agency to pose a significant threat to life and property, which requires the response of substantial resources to address the emergency situation and meets the MOBILE COMMAND POST activation criteria as established by policy.

**Operations Committee** – Representatives of the Principal Agencies appointed by the Chief of Police Committee to a committee to guide the

development of procedures with respect to the MOBILE COMMAND POST, identify current and future MOBILE COMMAND POST project needs, and make recommendations to the Chief of Police Committee. The Chief of Police Committee shall be responsible to approve recommended procedural changes. The Operations Committee will also oversee the use of the MOBILE COMMAND POST and recommend use modifications as needs arise.

**Principal Agency** – Any emergency service, municipal or governmental agency cooperating in the purchase, equipping, titling, insuring, and registering of the MOBILE COMMAND POST.

**User Agency** – Any agency granted use of the MOBILE COMMAND POST for emergency incidents, critical incidents or community events.

### III. POLICY

- A. This policy is set forth to establish guidelines and procedures for effective management, deployment, operation and use of the MOBILE COMMAND POST.
- B. Policy changes shall be made only by a majority of the Principal Agencies as approved by the Chief Executive Officers, upon recommendation of the Police Chief Committee.
- C. The Principal Agencies, as defined, shall be State College Borough, Ferguson Township, Patton Township, The Pennsylvania State University and Centre County.

### IV. PROCEDURE

- A. Deployment of the MOBILE COMMAND POST will be prioritized by taking into consideration the nature and type of emergency or critical incident.
  - 1. The MOBILE COMMAND POST will be deployed by and from the Centre County Emergency Communications Center.
  - 2. Under emergency circumstances, the MOBILE COMMAND POST will be driven and operated by an emergency communications Public Safety Telecommunicator (PST). In the event of a PST being unavailable the vehicle may be deployed by any other properly trained operator.
  - 3. The MOBILE COMMAND POST will be driven and operated **only** by properly trained personnel.

- B. The MOBILE COMMAND POST will be housed in the Bellefonte Emergency Medical Services Building (*tentative*), on Willowbank Street in Bellefonte Borough or another location approved by the majority of the Principle Agencies.
- C. The MOBILE COMMAND POST will be registered to and insured by Ferguson Township, a Principal Agency.
- D. The Operations Committee will be commissioned to guide the development of MOBILE COMMAND POST procedures, identify current and future MOBILE COMMAND POST project needs, and make recommendations to the Chief of Police Committee. The Chief of Police Committee will oversee the Operations Committee.
  - 1. The Operations Committee will oversee the use of the MOBILE COMMAND POST and recommend use modifications as needed.
  - 2. The Operations Committee will work to resolve issues involving the use, storage, maintenance, deployment, and/or appropriate operation of the MOBILE COMMAND POST.
  - 3. The Operations Committee will consist of:
    - a. One member from each Principal Agency, as appointed by the representative to the Chief of Police Committee ;
    - b. A representative from the Centre County Fire Chiefs' Association; as appointed by the Centre County Fire Chiefs Association and
    - c. A representative from the Centre County Ambulance Association as appointed by the Centre County Ambulance Association.
  - 4. The Operations Committee will maintain liaison with the Centre County Emergency Communications (Radio) System Advisory Committee for input and suggestions regarding the MOBILE COMMAND POST.
- E. Primary uses of the MOBILE COMMAND POST include, but are not limited to:
  - 1. Critical incidents
  - 2. Emergency incidents
  - 3. Emergency Management incidents
  - 4. Natural disasters

5. Sobriety checkpoints
6. Civil disturbances
7. Mobile, Emergency Communications Center
8. Major drug interdiction incidents

F. Secondary uses of the MOBILE COMMAND POST include, but are not limited to:

1. Major community events, (i.e., Arts Festival, Ag. Progress Days, Bellefonte Historic Cruise, Etc.)
2. Parades within Centre County
3. Community Policing programs
4. Crime Prevention programs
5. D.A.R.E.
6. Community education programs

G. When appropriately deployed for a primary use incident, the Unified Command System will be employed during MOBILE COMMAND POST operations or as determined by the Incident Commander.

(1) In order to obtain access to the MOBILE COMMAND POST at the scene of a primary use incident, authorized personnel will be issued an appropriate form of command post identification.

- a. Access to the MOBILE COMMAND POST will not be granted without the appropriate, issued identification.
- b. This vehicle is not designed to provide personnel transportation or housing during primary use incidents and access will be limited to necessary personnel only.
- c. The Incident Commander (or his/her designee) has sole authority to assign access except for Communications Center Personnel who have full access at all incidents.
- d. Access to the Communications / Negotiations area of the vehicle is limited to Communications Center Personnel, Negotiators, and other appropriate staff specifically authorized by the Incident Commander.

(2) An appropriate area on the passenger side of the vehicle will be cordoned off and access limited to those personnel actively involved in the incident.

- a) Security of the vehicle and the surrounding area will be maintained at all times.
- b) The Incident Commander will be responsible for the designation of usable Command Post space during an incident.

- (3) Procedures and security systems will be established to restrict access to onboard equipment, systems, and data as is appropriate to the operation and staff.
- (4) The Incident Commander (or his/her designee) will be held responsible for the assignment, appropriate use, and recovery of all onboard equipment during an incident. Repairing or replacing missing or damaged equipment will be the financial responsibility of the User Agency of the Incident Commander.
  - a. At the conclusion of the incident the driver / operator will conduct an equipment inventory and damage assessment of the vehicle and contents.
- (5) The Operations Committee shall establish procedures and guidelines for the replacement of, or restitution for, any consumables or airtime used during the incident.

- H. To reserve the MOBILE COMMAND POST for secondary uses, the Centre County Emergency Communications will maintain an availability list for Principal Agencies and User Agencies (one list).
1. Secondary use requests shall, in most instances, be submitted to the Director of the Centre County Emergency Communications Center, in writing, at least one month in advance of the planned event.
    - a. Principal Agencies will be granted first consideration when scheduling secondary uses.
    - b. User Agencies will be granted consideration based upon a "first come – first served" protocol.
    - c. A primary use incident occurring during a secondary use will take precedent and the Mobile Command Post will respond to the primary use location.
  2. A per-diem fee may be charged to User Agencies, by the Principal Agencies, for secondary uses of the MOBILE COMMAND POST.
    - a. All per diem fees assessed will be deposited into a fund maintained by Ferguson Township for the MOBILE COMMAND POST operating budget. The collection of the per diem will be accomplished through Ferguson Township, the Principal Agency maintaining the operating fund.

3. Centre County may assess a driver/operator fee to User Agencies which cannot supply a properly trained and/or authorized driver/operator for the secondary use event.
  - a. The MOBILE COMMAND POST will not be deployed, operated or otherwise used without the presence of a trained driver/operator.

## V. BUDGET

- A. An annual MOBILE COMMAND POST operating budget proposal will be submitted to the Principal Agency Chief Executive Officers by the Chief of Police Committee prior to August 1 of the previous year.
  1. The budget will include anticipated as well as previously realized costs associated with the operation and maintenance of the MOBILE COMMAND POST.
  2. The budget will also include any proposed additions, enhancements, or upgrades of equipment or software.
  3. The proposed budget for each of the Principle Agencies shall be submitted to the governing body responsible for approving annual appropriations for the Principle Agency.
- B. A fund shall be established by Ferguson Township on behalf of the Principal Agencies, through which collected budget funds will be held and dispersed as needed.
  1. The Principal Agencies have designated Ferguson Township as the Principal Agency to establish and maintain the appropriate financial accounting through which contributed funds can be dispersed.
  2. This fund shall be know as the "Mobile Command Post Operating Fund" and will be used for MOBILE COMMAND POST maintenance, fuel and lubricants, anticipated equipment needs, as well as software and equipment upgrades.
    - a. Each Principal Agency will contribute an **equal share** of funds to the MOBILE COMMAND POST Operating Fund on an annual basis, through the municipal/county/University budget process as ordained by the governing body of each Principal Agency.
    - b. MOBILE COMMAND POST Operating Fund budget contributions shall be offset by usage fees collected during

the previous calendar year unless deemed inappropriate by the Principal Agencies.

- C. The Chief of Police Committee shall prepare an annual use report detailing the incidents and events where the MOBILE COMMAND POST was deployed.

## **VI. MAINTENANCE**

- A. Ferguson Township as a Principal Agency will provide for maintenance of the MOBILE COMMAND POST.
  - 1. General maintenance will consist of regular oil changes, chassis lubrication, tire rotation and changes, basic mechanical procedures and occasional cleaning.
  - 2. Any major maintenance will be contracted out to an appropriate vendor, (i.e., Valley GMC, Town & Country Motors, etc.).
    - a. All maintenance will be funded through the MOBILE COMMAND POST operating fund.

## **VII. AMENDMENTS**

- 1. This agreement may be modified as appropriate by the Principal Agencies in a manner and form consistent with the provisions of the Joint Articles of Agreement.

COUNTY OF CENTRE

ORDINANCE NO. 1 OF 2001

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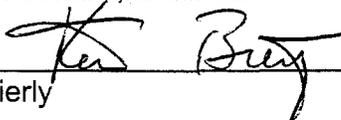
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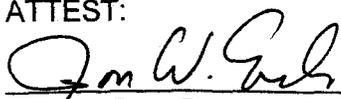
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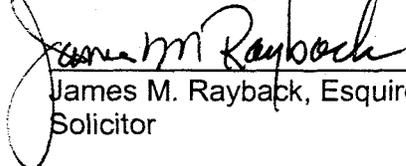
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Connie E. Lucas

ATTEST:

  
\_\_\_\_\_  
Jon W. Eich, Director  
Administrative Services

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
James M. Rayback, Esquire  
Solicitor

# PROOF OF PUBLICATION

State of }  
Pennsylvania } ss.  
County of Centre

Kelly Edwards being duly sworn according to law, says that he or she is an agent of the Centre Daily Times, a daily newspaper of general circulation, having its place of business in State College, Centre County, Pennsylvania, and having been established in the year 1898; that the advertisement, a printed copy of which is attached hereto, appeared in said newspaper on the 21st day of July 2001 that affiant is not interested in the subject matter of the notice or advertisement; that all of the allegations contained herein relative to the time, place and character of the publication are true.

Kelly Edwards  
Witness Signature

Sworn and Subscribed to before me

this 25th day of July

A.D. 20 01.

Carinda A. Brumgard  
Notary Signature

Notary Seal  
Carinda A. Brumgard, Notary Public  
College Twp., Centre County  
My Commission Expires Feb. 10, 2003  
Member, Pennsylvania Association of Notaries

**LEGAL NOTICE**  
Notice is hereby given that the Board of Commissioners of Centre County will, on July 31, 2001, consider adopting AN ORDINANCE OF THE COUNTY OF CENTRE, PENNSYLVANIA, ADOPTING THE JOINT ARTICLES OF AGREEMENT FOR SHARING THE PURCHASE, OPERATION, AND MAINTENANCE OF A MOBILE COMMAND AND COMMUNICATIONS POST VEHICLE WITH FERGUSON TOWNSHIP, PATTON TOWNSHIP, STATE COLLEGE BOROUGH, AND THE PENNSYLVANIA STATE UNIVERSITY. WHEREAS the County of Centre, the Township of Ferguson, the Township of Patton, the Borough of State College, and the Pennsylvania State University (the Principal Agencies), all of Centre County, Pennsylvania, have a common interest in effective command and communications for a variety of incidents and events. WHEREAS the Princ

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true.

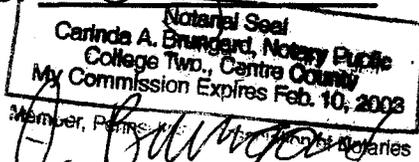
*Kemp Edwards*

**Witness Signature**

**Sworn and Subscribed to before me**

this 25th day of July

A.D. 20 01.



*Carinda A. Brungerd*  
**Notary Signature**

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Jon W. Eich, Director  
Administrative Services