

ORDINANCE NO. 808-2019

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH HAMPDEN TOWNSHIP FOR PURPOSES OF PROVIDING MUTUAL FIRE AND RESCUE SERVICES.

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

SECTION 1: LEGISLATIVE INTENT AND APPLICABILITY

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

A. East Pennsboro Township and Hampden Township are Pennsylvania townships of the first class, each duly existing under the laws of the Commonwealth of Pennsylvania.

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, or powers or responsibilities.

C. Pursuant to 53 P.S. §56554, East Pennsboro Township and Hampden Township are authorized by the Pennsylvania First Class Township Code to enter into contracts with the proper authorities of adjacent townships for mutual aid or assistance in fire protection.

D. East Pennsboro Township and Hampden Township (the "Townships" and each a "Township") are geographically adjacent municipalities, with East Pennsboro Township being provided fire and rescue service by East Pennsboro Fire Department and Hampden Township being provided fire and rescue service by Hampden Township Volunteer Fire Company No. 1.

E. Both Townships have non-contiguous portions of their municipalities that are separated by certain major highway features or physical barriers that may cause delay in responding to emergency calls in such area by the fire company in which fire or rescue emergency arises.

F. East Pennsboro Township and Hampden Township agree that these non-contiguous areas in each of their municipalities would be more timely, economically and effectively served by East Pennsboro Fire Department responding to fire and rescue calls in Hampden Township's non-contiguous area and by Hampden Township Volunteer Fire Company No. 1 responding to fire and rescue calls in East Pennsboro's non-contiguous area.

G. The Townships desire to enter into an agreement to provide mutual aid by each providing to the other fire and rescue services in the other Township's non-contiguous area.

SECTION 2: TERMS OF THE AGREEMENT

A. The terms, conditions, duration, requirements, purposes and objectives of the agreement between the Townships to provide mutual aid for fire and rescue services in the non-contiguous area of other Township, including the powers and scope of authority delegated therein, are set forth in a Mutual Aid Agreement (the "Agreement"), a copy of which is attached to this Ordinance as "Exhibit A" and incorporated herein as if set forth in full.

B. The terms of the Agreement shall become effective upon the Townships enacting an ordinance as required by the Intergovernmental Cooperation Law and shall continue until terminated by either Township by prior notice in writing as provided in the Agreement.

C. The objectives of the Agreement are to provide *inter alia*, for East Pennsboro Fire Department to provide fire and rescue service in a non-contiguous area of Hampden Township, which non-contiguous areas are specified in the Agreement and Hampden Township Volunteer Fire company No. 1 to provide fire and rescue service in a non-contiguous area of East Pennsboro Township.

D. There is no financing necessary to implement the terms and requirements of the Agreement. Each Township shall each be responsible for payment of its respective costs associated with the actions to be undertaken through the Agreement.

E. No particular or unique organizational structure will be created by or be necessary to implement the Agreement.

F. The Agreement does not provide for real or personal property to be acquired, managed, licensed or disposed of by the Townships.

G. No new entity is being created by the Agreement; accordingly, there are no particular powers or authorities being established that would otherwise be associated with the existence of a new entity.

SECTION 3: AUTHORITY TO ENTER AGREEMENT

The President of the Board of Commissioners of East Pennsboro Township is hereby authorized to execute all documents and perform all actions necessary to cause East Pennsboro Township to enter into the Agreement with Hampden Township.

SECTION 4: SEVERABILITY

If any provision, sentence, clause, phrase or section of this Ordinance or the Agreement is for any reason found to be illegal or invalid, such illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases or sections of this Ordinance or of the Agreement. It is hereby declared as the intention of the Board of Commissioners of Hampden Township that this Ordinance and Agreement would have been adopted or approved, as the case may be, had the illegal or invalid provision, sentence, clause, phrase or section thereof no been included therein.


SECTION 5: EFFECTIVE DATE

This Ordinance shall become effective upon the date of enactment below.

ENACTED AND ORDAINED this 10th day of July, 2019.

ATTEST:

TOWNSHIP OF EAST PENNSBORO
BOARD OF COMMISSIONERS



A. John Pietropaoli, Secretary

By: 

John W. Kuntzelman, President

EXHIBIT A

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of August ,

2019, by and between:

TOWNSHIP OF HAMPDEN, a township of the first class, located in Cumberland County, Pennsylvania, having its office at 230 South Sporting Hill Road, Mechanicsburg, PA 17050, party of the first part, hereinafter called "Hampden"

AND

TOWNSHIP OF EAST PENNSBORO, a township of the first class, located in Cumberland County, Pennsylvania, having its office at 98 South Enola Drive, Enola, PA 17025, party of the second part, hereinafter called "East Pennsboro".

BACKGROUND:

WHEREAS, Hampden and East Pennsboro are adjoining municipalities sharing a common municipal boundary; and

WHEREAS, as first class townships, Hampden and East Pennsboro are required to provide fire and rescue service in response to incidents within their respective municipalities; and

WHEREAS, both Hampden and East Pennsboro have fire and rescue services in their municipalities, with Hampden providing such services through Hampden Township Volunteer Fire Company No. 1 and East Pennsboro through the East Pennsboro Fire Department (each a "fire department"); and

WHEREAS, both Hampden and East Pennsboro have non-contiguous portions of their municipalities that are separated by certain major highway features or other physical barriers that may cause delay in responding to emergency calls in such area by the fire company in which the fire or rescue emergency arises; and

WHEREAS, Hampden and East Pennsboro agree that these non-contiguous areas in each of their municipalities would be more timely, economically and effectively served by Hampden Township Volunteer Fire Company No. 1 responding to fire and rescue calls in East Pennsboro's non-contiguous area and East Pennsboro Fire Department responding to fire and rescue calls in Hampden's non-contiguous area; and

WHEREAS, pursuant to 53 P.S. §56554, Hampden and East Pennsboro are authorized by the Pennsylvania First Class Township Code to enter into contracts with the proper authorities of an adjacent township for mutual aid or assistance in fire protection without the necessity of receiving bids or otherwise requiring bonds as required for other contracts under existing law; and

WHEREAS, in accordance with the Intergovernmental Cooperation Law, 53 Pa.C.S. §2301, *et seq.*, local governments, such as Hampden and East Pennsboro, may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, Hampden and East Pennsboro desire to enter into this Agreement to address their respective rights, obligations and duties with respect to providing fire and rescue services in the non-contiguous area of the other municipality as more fully delineated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises by the parties, and intending to be legally bound, Hampden and East Pennsboro hereby agree as follows:

1. The preamble set forth above is incorporated herein and made part of the parties' Agreement.

2. Hampden shall, through Hampden Township Volunteer Fire Company No. 1, be responsible for providing fire and rescue services to that non-contiguous portion of East Pennsboro Township identified as the areas encompassing PA Route 581, accessed from U.S. Routes 11 and 15 and accessing the 4400 block of Industrial Park Road through Hampden Township, which area is further delineated on the map attached hereto and incorporated by reference herein as "Exhibit A". Accordingly, Hampden Township Volunteer Fire Company No. 1 will respond to all incidents on PA Route 581 from the Hampden Township municipal border to the border with Camp Hill Borough and from Industrial Park Road from the Hampden Township municipal border to the municipal board with Lower Allen Township.

3. East Pennsboro shall, through the East Pennsboro Township Fire Department, be responsible for providing fire and rescue services to that non-contiguous portion of Hampden Township identified as the area along Blue Mountain Road/Holtz Road accessed from Tower Road in East Pennsboro Township, which area is further delineated on the map attached hereto and incorporated by reference herein as "Exhibit A". Accordingly, East Pennsboro Fire Department will respond to all incidents on Blue Mountain Trail including Holtz Road, from Interstate 81 to the Perry County boundary line and from the East Pennsboro Township municipal border west towards Spring Lane for all land parcels accessing from Tower Road.

4. The non-contiguous area of Hampden Township for which East Pennsboro Fire Department shall be responsible under this Agreement shall be dispatched and reported as a primary East Pennsboro fire and rescue response, and the Fire Chief of Hampden Township Volunteer Fire Company No. 1 shall be provided with notification of all incidents, fire investigations, hazardous material releases and potential code compliance issues. Similarly, the non-contiguous area of East Pennsboro Township for which Hampden Township Volunteer Fire Company No. 1 shall be responsible under this Agreement shall be dispatched and reported as a primary Hampden fire and rescue response, and the Fire Chief of East Pennsboro Fire Department shall be provided with notification of all incidents, fire investigations, hazardous material releases and potential code compliance issues.

5. Hampden and East Pennsboro agree that each, through its respective officers and/or designees, will retain control and authority over response management and responsibility for their respective municipalities, including, but not limited to, phantom fire box response system, emergency management, decisions pertaining to all incidents, emergency medical service, code enforcement and law enforcement services. Both municipalities further agree that each, through its respective officers and/or designees, will retain control and authority over response management and responsibility for decisions pertaining to all incidents within the non-contiguous area of the adjoining municipality for which each has become responsible under this Agreement.

6. Those individuals appointed by his, her or their respective municipal governing bodies responsible for ensuring proper and timely fire and rescue response shall work cooperatively to ensure that the obligations of this Agreement are fulfilled. The Fire Chiefs in

Hampden and East Pennsboro will provide Cumberland County dispatch notice of this Agreement so that dispatches to the non-contiguous areas are properly communicated and made.

7. Both Hampden and East Pennsboro agree that the response protocol to any working or well-involved fire by either fire company in either municipality in a non-contiguous area shall require at a minimum of one (1) unit to be listed on the response card and to respond from the responsible municipal fire company.

8. Each party shall be responsible for all costs associated with providing fire and rescue services to the non-contiguous area of the other Township. Neither Township shall request funds, contributions or that financial allocations be made by the other Township for purposes of offsetting costs that are incurred or anticipated to be incurred by providing fire or rescue services to the non-contiguous area of the other Township.

9. The parties agree to comply with, and to advise their employees, fire department members, subcontractors and agents to comply with, applicable state and federal laws and regulations relating to the security, protection and privacy of individually identifiable health care information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated thereunder, as they may be amended from time to time, as well as the applicable confidentiality and breach provisions of applicable law. Each party and their respective fire departments shall maintain the confidentiality of records and medical information, in accordance with applicable state and federal laws, rules and regulations.

10. After this Agreement is authorized by an ordinance adopted by both Townships, this Agreement shall become effective. This Agreement shall continue until terminated at any time with 60 days prior written notice by either Township sent to the other by certified mail. The

party providing written notice of termination shall be responsible for coordinating with the Cumberland County 911 call center modification of the call boxes effective upon the date of the termination of this Agreement.

11. The appointed Fire Chiefs for East Pennsboro and Hampden join in the execution of this Agreement to note their consent to the mutual aid to be provided their respective fire departments and to the terms as specified in this Agreement.

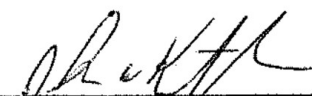
IN WITNESS WHEREOF, the parties hereto have each caused the due execution of this Agreement by its duly authorized officers as of the day and year aforesaid.

ATTEST:



John Pietropaoli, Township Manager

TOWNSHIP OF EAST PENNSBORO

By: 

John Kuntzelman, President
Board of Township Commissioners

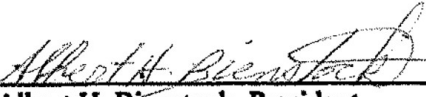
(TOWNSHIP SEAL)

ATTEST:



Keith B. Meets, Township Secretary

TOWNSHIP OF HAMPDEN


By: 

Albert H. Bienstock, President
Board of Township Commissioners

(TOWNSHIP SEAL)



Erik G. Owen, Fire Chief
East Pennsboro Fire Department



Richard D. Flinn, III, Fire Chief
Hampden Township Volunteer Fire
Company No. 1