

City of Philadelphia



(Bill No. 080425)

AN ORDINANCE

Authorizing the Mayor, on behalf of the City, to execute a Mutual Aid Agreement by and between the City of Philadelphia and the State of New Jersey, under certain terms and conditions.

WHEREAS, pursuant to the Emergency Management Services Code, 35 Pa. C.S.A. §7101, *et seq.*, hereinafter the “Code,” the Coordinator of each local emergency management organization shall develop Mutual Aid Agreements with similar agencies in other states for reciprocal disaster emergency services including emergency response and recovery; and

WHEREAS, 53 Pa.C.S. § 2301 *et seq.* authorizes intergovernmental cooperation between a local government and similar entities located in another state, in the exercise or in the responsibilities of their respective governmental functions, powers or responsibilities, upon passage of an Ordinance by its governing body; and

WHEREAS, NJ OEM is the New Jersey agency responsible for the preparation of emergency disaster plans for New Jersey, the interagency coordination of the response to such disasters and other emergencies, and is authorized to enter into mutual aid agreements with other States pursuant to N.J.S.A. App. A:9-59, *et seq.* ; and

WHEREAS, the States of Pennsylvania (“Pennsylvania”), and New Jersey have entered into an Interstate Civil Defense and Disaster Compact, as set forth in 35 Pa.C.S. § 7111, and N.J.S.A. 38A:20-3 (“Civil Defense Compact”), and an Emergency Management Assistance Compact, as set forth in Pennsylvania Law 35 Pa C.S. § 7601 *et seq.* and N.J.S.A. 38A:20-4 (“EMAC”), providing for mutual aid in the event of any emergency or disaster, including one resulting from natural disaster or enemy attack; and

WHEREAS, this Agreement is not intended to affect the authority of officials of the City of Philadelphia or the State of New Jersey or the political subdivisions thereof pursuant to the Civil Defense Compact, EMAC or any other law authorizing the chief executives of such states or political subdivisions to exercise emergency powers, but the mutual aid procedures set forth herein are intended to be available for use by such officials when acting pursuant to such powers; and

WHEREAS, the parties hereto wish to establish procedures and protocols for the provision of mutual aid assistance in the prevention of terrorism and the response to natural and man-made disasters, and to ensure the availability and proper coordination of

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mutual aid resources in the event of an emergency or disaster, catastrophic event or mass casualty incident; and

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Mayor, on behalf of the City, is hereby authorized to execute a Mutual Aid Agreement with the State of New Jersey, substantially in the form attached hereto as Exhibit “A”, with such changes as the City Solicitor deems necessary or desirable to protect the interest of the City.

SECTION 2. The Chief Clerk of Council shall keep on file and make available for public inspection all exhibits to this Ordinance.

**MUTUAL AID AGREEMENT
BETWEEN THE STATE OF NEW JERSEY
AND
THE CITY OF PHILADELPHIA**

AGREEMENT made as of the ____ day of _____, 2008, by and between:

THE CITY OF PHILADELPHIA, acting by and through the Managing Director's Office, Office of Emergency Management ("Philadelphia OEM"), with its principal offices located at 1401 John F. Kennedy Boulevard, 14th Floor, Philadelphia, PA 19107;

and

THE STATE OF NEW JERSEY, acting by and through the New Jersey Office of Emergency Management ("NJ OEM"), with its principal offices located at P.O. Box 7068 Trenton, NJ 08628.

WHEREAS, the City of Philadelphia Office of Emergency Management is the agency charged by the City of Philadelphia with the preparation of emergency / disaster plans for Philadelphia and the interagency coordination of the response to such emergencies and disasters; and

WHEREAS, 53 Pa.C.S. § 2301 *et seq.* authorizes intergovernmental cooperation between a local government and similar entities located in another state, in the exercise or in the responsibilities of their respective governmental functions, powers or responsibilities, upon passage of an ordinance by its governing body; and

WHEREAS, NJ OEM is the New Jersey agency responsible for the preparation of emergency / disaster plans for New Jersey, the interagency coordination of the response to such emergencies and disasters, and is authorized to enter into mutual aid agreements with other States pursuant to N.J.S.A. App. A:9-59, *et seq.* ; and

WHEREAS, the States of Pennsylvania (“Pennsylvania”), and New Jersey have entered into an Interstate Civil Defense and Disaster Compact, as set forth in 35 Pa.C.S. § 7111, and N.J.S.A. 38A:20-3 (“Civil Defense Compact”), and an Emergency Management Assistance Compact, as set forth in Pennsylvania Law 35 Pa C.S. § 7601 *et seq.* and N.J.S.A. 38A:20-4 (“EMAC”), providing for mutual aid in the event of any emergency or disaster, including one resulting from natural disaster or enemy attack; and

WHEREAS, this Agreement is not intended to affect the authority of officials of the States of Pennsylvania or New Jersey or the political subdivisions thereof pursuant to the Civil Defense Compact, EMAC or any other law authorizing the chief executives of such states or political subdivisions to exercise emergency powers, but the mutual aid procedures set forth herein are intended to be available for use by such officials when acting pursuant to such powers; and

WHEREAS, the parties hereto wish to establish procedures and protocols for the provision of mutual aid assistance in the prevention of terrorism and the response to natural and man-made disasters, and to ensure the availability and proper coordination of mutual aid resources in the event of an emergency or disaster, such as a mass casualty incident or evacuation; and

WHEREAS, Article IV of the Civil Defense Compact provides that “[w]hensoever any person holds a license, certificate or other permit issued by any State evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any party State to meet an emergency or disaster and such State shall give due recognition to such license, certificate or other permit as if issued in the State in which aid is rendered,” and

WHEREAS, Article V of the Civil Defense Compact provides “No party State or its officers or employees rendering aid in another State pursuant to this compact shall be liable on account of any act or omission in good faith on the part of such forces while so engaged, or on account of the maintenance or use of any equipment or supplies in connection therewith;”

NOW, THEREFORE, the parties to this Agreement hereby agree as follows:

I. PURPOSE

(a) The purpose of this Agreement is to establish procedures and protocols for the provision of mutual aid assistance in the prevention of terrorism and the response to natural and man-made disasters, and to ensure the availability and proper coordination of mutual aid resources in the event of an emergency or disaster, such as a mass casualty incident or evacuation. In the event that a catastrophic event, as defined below, or other emergency or disaster, requires an emergency response beyond the receiving jurisdiction's resources, this Agreement shall set forth the procedure for responding to such a request in a timely and coordinated manner, except to the extent that the chief executive or other authorized official of Pennsylvania or New Jersey, or a political subdivision thereof, acting pursuant to his or her emergency powers under applicable law, has determined that other procedures shall be followed.

(b) This Agreement is not intended to preclude, nor shall it apply to, the longstanding practice among Pennsylvania and New Jersey municipalities that share a bridge to routinely assist one another for incidents that occur on, in or about these bridges.

(c) The procedures and protocols set forth herein shall guide the response to requests for mutual aid but shall not give rise to liability on the part of any party for failure to comply with such procedures and protocols or for actions taken or not taken in response to a request for mutual aid.

II. DEFINITIONS

For the purposes of this Agreement, the following definitions are applicable:

- (a) **Catastrophic Event** – Any incident/event that overwhelms the local jurisdiction’s resources and will likely result in a prolonged, multi-day operation.
- (b) **Communications Center** – The entity responsible for the mobilization of resources in a specific jurisdiction.
- (c) **Contributing Jurisdiction** – The parties to this agreement, their mutual aid partners and any entity responding as part of a coordinated response force lead by one of the parties.
- (d) **Agency Representative** – One or more individuals from the contributing jurisdiction responsible for representing that jurisdiction as liaison at an incident command post.
- (e) **Mutual Aid** – The provision of resources to a receiving jurisdiction.
- (f) **Resources** – The personnel, equipment and vehicles needed to provide mutual aid assistance in the prevention of terrorism and the response to natural and man-made disasters, and to ensure the availability and proper coordination of mutual aid resources in the event of an emergency or disaster, such as a mass casualty incident or evacuation.
- (g) **Incident Command Post** – An on-scene location from which emergency operations are coordinated.
- (h) **Mobilization Point** – A designated geographic area remote from the operational area used to contain resources prior to responding to the Staging Area.
- (i) **Receiving Jurisdiction** - The jurisdiction that requests and receives Mutual Aid.
- (j) **Staging Area** – A designated geographic area used to mobilize resources until directed to the incident site or other response location.

III. MUTUAL AID REQUESTS

(a) The procedures and protocols set forth in this Agreement may be activated for catastrophic events or other emergencies or disasters that require the response of resources above and beyond the capacity of the affected jurisdiction.

(b) The jurisdiction requesting Mutual Aid shall specify the Resources it needs. The parties shall develop, through standard operating procedures or other understandings (including resource typing), the types and numbers of vehicles, types and number of personnel, and other requirements, that will be provided when a request for mutual aid is made.

(c) The Contributing Jurisdiction shall make its best effort to respond to Mutual Aid requests, subject to the needs (whether immediate or anticipated) of the Receiving Jurisdiction, as determined solely by the responsible officials of the Receiving Jurisdiction.

(d) Each jurisdiction shall be responsible for developing standard operating procedures within its jurisdiction for determining who has the authority to request or provide Mutual Aid pursuant to this Agreement; by what process requests are made to the authorized Communications Center; and which communications center within the jurisdiction will internally coordinate the assembly of Resources provided in Mutual Aid.

(e) The Contributing Jurisdiction may withhold resources or deny a request to the extent necessary to provide reasonable protection and services for its own jurisdiction

IV. MUTUAL AID REQUEST PROCEDURES

(a) NJOEM shall serve as the primary Communications Center for New Jersey and shall be responsible for coordinating all requests from parties outside New Jersey for the provision of Resources by Contributing Jurisdictions in New Jersey.

(b) The City of Philadelphia Office of Emergency Management shall serve as the primary Communications Center for Pennsylvania and shall be responsible for coordinating all requests from parties outside Pennsylvania for the provision of Resources by Contributing Jurisdictions in Pennsylvania.

(c) Mutual Aid requests shall only be made by and between the Communications Centers authorized to coordinate a Mutual Aid response.

(d) The jurisdiction requesting Mutual Aid for a designated location shall provide the following information:

1. The requesting party's name, title, and telephone number;
2. The nature of the emergency that has prompted the request for Mutual Aid;
3. Type and number of Resources requested (e.g., number of fire engines, ambulances, law enforcement officers, etc.);
4. Any Specialized Resources requested (e.g., Hazardous Materials Unit, Marine Unit or Decontamination Unit);
5. The time of arrival requested for Mutual Aid and an estimate of the period of time for which such assistance is required;
6. Best interstate or inter-jurisdictional entry point;
7. Staging Areas with best access routes;
8. Location of the Incident Command Post; and
9. Communications channel assignment whenever possible.

(e) The Contributing Jurisdiction's Communications Center shall immediately confirm its receipt of such request and verify its authenticity. For all verified requests, the Communication Center will provide the Receiving Jurisdiction with an estimate of the Resources, if any, available to respond to the Mutual Aid request and an estimated time of arrival of those resources to the designated Staging Area. If the requested resources are unavailable for the requested mutual aid response, the Receiving Jurisdiction shall be immediately so informed.

V. MUTUAL AID OPERATIONS

(a) The Contributing Jurisdiction shall determine in what manner and from which locations the Resources or components thereof shall be organized and dispatched.

(b) The authorized Communications Center shall serve as the communications link between the Agency Representative and the Resources.

(c) Each Agency Representative organizing a response to a request for Mutual Aid shall designate an officer-in-charge of the Contributing Jurisdiction's units as well as an appropriate Mobilization Point to assemble the personnel, vehicles and equipment, equipment and supplies for such assistance and to await direction from the Receiving Jurisdiction as to response locations or designated Staging Area.

(d) All Contributing Jurisdiction's equipment and personnel, when operating in the Receiving Jurisdiction, shall be supervised by the officer-in-charge designated by the Contributing Jurisdiction, through the units' chain of command. The Contributing Jurisdiction's officer-in-charge shall operate under Receiving Jurisdiction's incident command and take direction from Receiving Jurisdiction's incident command personnel.

(e) Whenever possible, Resources will be assigned as a single operational unit. All Mutual Aid will be provided in accordance with the protocols under which the Resources operate in their home jurisdiction, unless otherwise instructed through the Incident Command System.

VI. MUTUAL AID PERSONNEL QUALIFICATIONS, VEHICLES, EQUIPMENT AND SUPPLIES

(a) Personnel possessing the qualifications, sufficient vehicles, equipment and supplies meeting the requirements as may be mutually agreed upon by the Parties, and set forth in standard operating procedures or other understandings, or such other vehicles, equipment and supplies as may be mutually agreed upon by the parties, shall be designated to provide Mutual Aid.

(b) Upon receiving a request for Mutual Aid, the Contributing Jurisdiction shall determine whom among its personnel it will make available to provide Mutual Aid. The Contributing Jurisdiction shall ensure that each of its personnel to be made available for Mutual Aid assistance possess the qualifications set forth in standard operating procedures or other understandings between the parties or such other qualifications as may be mutually agreed upon by the parties, and such other qualifications and training as may otherwise be required by applicable laws, rules and regulations, including the regulations promulgated by the United States Occupational Safety and Health Administration, the Office of Prevention and Control of the Pennsylvania State Department of State, and the New Jersey Department of Environmental Protection.

(c) The Contributing Jurisdiction shall ensure that all vehicles, equipment and supplies to be made available for Mutual Aid meet the requirements required by applicable laws, rules and regulations, including the regulations promulgated by the United States Occupational Safety and Health Administration.

VII. LIABILITY AND REIMBURSEMENT FOR LOSSES AND EXPENSES

(a) The Receiving Jurisdiction shall reimburse the provider of Mutual Aid for any costs incurred including, but not limited to, personnel costs, use of, loss of, or damage to, any vehicles and/or equipment reasonably incurred in connection with the provision of Mutual Aid pursuant to this Agreement, in accordance with the following procedures:

- (1) All requests for reimbursement shall be submitted within ninety (90) days from the date of the mutual aid response in connection with which the loss or expense was incurred. The request shall identify the mutual aid response, the date, location and circumstances of the use, loss or damage, and a detailed description of the vehicles and/or equipment.
- (2) All requests for reimbursement shall be sent to the Receiving Jurisdiction at the address first set forth above.

- (3) Nothing herein shall prevent any party hereto from waiving reimbursement. Whenever possible, parties are encouraged to waive reimbursement.

(b) The parties agree that all providers of Mutual Aid pursuant to this Agreement shall be responsible for the acts and omissions of their own agencies, officers, employees and agents, both before and after their assignment to a Mutual Aid response. Such providers shall not assert any claim, commence any litigation or seek any recovery from the parties or any other provider of Mutual Aid pursuant to this Agreement arising from such acts and omissions of each such provider's own agencies, officers, employees or agents. Nothing herein shall be deemed to affect any defense, immunity or other benefit provided by the laws of the States of Pennsylvania or New Jersey, or to create any liability that does not exist under current law.

(c) The foregoing provisions shall be included in any agreements or standard operating procedures adopted pursuant to this Agreement.

VIII. TERM OF AGREEMENT

(a) Subject to the provisions of this section, this Agreement shall remain in effect unless terminated by an authorized representative one or more of the parties. This Agreement shall remain in effect until notice of termination has been provided to all of the parties. In the event one party terminates this Agreement, the Agreement shall remain in full force and effect as to each and every of the remaining parties.

(b) Either party may terminate this Agreement, with or without cause, upon sixty (60) days advance written notice to each of the representatives of the other party.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the parties, have duly executed _____ copies of this Agreement as of the day and year first written above.

Approved as to form:
Shelley R. Smith, City Solicitor

Chief Deputy City Solicitor

City of Philadelphia:

Michael Nutter, Mayor

State of New Jersey:

City of Philadelphia

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 19, 2008. The Bill was Signed by the Mayor on July 2, 2008.

A handwritten signature in black ink that reads "Patricia Rafferty". The signature is written in a cursive, flowing style.

Patricia Rafferty
Chief Clerk of the City Council