

City of Philadelphia



(Bill No. 050071)

AN ORDINANCE

Authorizing the Managing Director, on behalf of the City, to execute a Mutual Aid Agreement creating the Southeastern Pennsylvania Terrorism Task Force (“SEPTTF”), under certain terms and conditions.

WHEREAS, pursuant to the Emergency Management Services Code, 35 Pa. C.S.A. §7101, et seq., hereinafter the “Code” and the Counterterrorism Planning, Preparedness and Response Act, 35 P.S. §§ 2140.101–2140.303 (Act No. 227 of 2002), County Coordinators shall develop Mutual Aid Agreements with adjacent Political Subdivisions for reciprocal disaster preparedness and prevention as well as emergency response and recovery; and

WHEREAS, the Code authorizes Political Subdivisions to enter into cooperative agreements pursuant to the Intergovernmental Cooperation Law, 53 Pa. C.S.A. §2301 et seq.; and

WHEREAS, the Code requires that Mutual Aid Agreements be ratified by the Governing Bodies of the Political Subdivisions involved; now, therefore,

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Managing Director, on behalf of the City, is hereby authorized to execute a Mutual Aid Agreement creating the Southeastern Pennsylvania Terrorism Task Force, 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.

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SOUTHEASTERN PENNSYLVANIA MUTUAL AID AND INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____ 2004, among the following Counties, all of which are political subdivisions of the Commonwealth of Pennsylvania, by their duly elected and incumbent Board of Commissioners and Governing Executives: Bucks, Chester, Delaware, Montgomery, and the City of Philadelphia, hereafter collectively referred to as “Political Subdivisions”.

BACKGROUND

Pursuant to the Emergency Management Services Code, 35 Pa. C.S.A. §7 101, et seq. (hereinafter the “Code”) and the Counterterrorism Planning, Preparedness and Response Act, 35 P.S. §§ 2140.101—2140.303 (Act No. 227 of 2002) (hereinafter the “Act”), county coordinators of political subdivisions are required to develop Mutual Aid Agreements with adjacent political subdivisions for reciprocal disaster preparedness and prevention as well as emergency response and recovery.

The Code authorizes political subdivisions to enter into intergovernmental cooperative agreements pursuant to the Intergovernmental Cooperation Law, 53 Pa. C.S.A. §2301 et seq. (hereinafter the “Cooperation Law”; the Code, the Act and the Cooperation Law are hereinafter referenced collectively as “State Law”).

The Political Subdivisions desire and intend to formalize their agreement to provide for reciprocal disaster preparedness and prevention as well as emergency response and recovery in accordance with State and Local Law.

The Philadelphia Home Rule Charter, at Section 8-402, mandates departments of the City of Philadelphia to cooperate with other governmental entities, including agencies of the Commonwealth of Pennsylvania and any of their political subdivisions.

For and in consideration of mutual promises and agreements contained herein, the Political Subdivisions agree as follows:

AGREEMENT

1. The above Background is expressly incorporated herein as a material part of this Agreement.

PURPOSE

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2. The Political Subdivisions hereto do hereby create the Southeastern PA Terrorism Task Force. (hereinafter “SEPTTF” or “Task Force”) for the purposes set forth herein.

3. Political Subdivisions hereby agree to mutually aid each other in emergency response and recovery in the event of a Manmade or Natural Disaster Emergency or Terrorism Event, as those terms are defined in §7 102 of the Code, upon request on a non-reimbursable basis. Each responding Political Subdivision (hereinafter the “Responding Political Subdivision”) shall provide such emergency assistance as it reasonably has available when such request is made by the Emergency Management Coordinator of the requesting Political Subdivision (hereinafter the “Requesting Political Subdivision”).

4. In addition, it is the purpose and intent of the parties to this Agreement to cooperate in Disaster Preparedness and Prevention in the Political Subdivisions as those terms are defined under State Law.

GOVERNANCE

5. The Task Force shall be governed by a Board consisting of the County Emergency Management Coordinator (or their designee) of each Political Subdivision (hereinafter the “Board”).

6. The location of facilities and/or equipment purchased under this Agreement shall be determined by a majority vote of the Board.

7. The Political Subdivisions agree to participate in training exercises, drills and, when necessary, actual activation and deployment of personnel and/or equipment.

OPERATIONS

8. Any request for aid by a County Emergency Management Coordinator of a Requesting Political Subdivision hereunder, shall state, as best as possible, the amount and type of equipment and/or personnel requested and to whom and at what location such personnel shall report, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the Responding Political Subdivision.

9. Requests for aid or equipment shall be made through the County Emergency Management Agencies or the State Operations Center.

10. The Responding Political Subdivision shall report to the officer in charge of the Requesting Political Subdivision (or its designee) at the location to which the equipment

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and/or personnel are dispatched, but said resources shall be subject to the orders and operational control of the Responding Political Subdivision's highest ranking officer on scene.

11. Nothing contained herein shall require any Political Subdivision to respond to a request for mutual aid or to continue to render such mutual aid if the resources supplied to the Requesting Political Subdivision are needed by the Responding Political Subdivision, as determined solely by the Responding Political Subdivision.

12. In cases where two or more requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this Agreement impossible for a single responding party, the Emergency Management Coordinator of the Responding Political Subdivision shall determine, based on a reasonable appraisal of the emergencies of the requesting jurisdictions, how best to respond to the requests. Such Emergency Management Coordinator may determine to send all available resources under this Agreement to the jurisdiction with the most dire emergency, or he may send some resources to each requesting jurisdiction. The Emergency Management Coordinator shall inform the Requesting Political Subdivision of the Responding Political Subdivision's decision.

13. Each Political Subdivision to this Agreement agrees to make its best efforts to enter into mutual aid agreements for emergency services with any county, city, borough, incorporated town or township and/or other providers of emergency services within its borders.

14. Plans for the orderly evacuation and reception of the evacuees of one Political Subdivision by another Responding Political Subdivision, responding to a Disaster Emergency or Terrorism Event, shall be developed by representatives of each Political Subdivision through their Emergency Management organizations. Such plans shall include the manner of transporting evacuees, the number of evacuees to be received at different locations, the manner in which for clothing, housing and medical care will be provided, the registration of evacuees and all other relevant factors.

15. In the event of Disaster Emergency or Terrorism Event that would require the evacuation of a secured facility such as a prison or detention facility, the parties hereto acknowledge and agree to provide support for one another as a host for inmates insofar as resources are permitted. The parties hereto agree that when such conditions arise, they will endeavor to quickly respond to the emergency and to provide needed services to the fullest extent possible.

FINANCIAL STRUCTURE

16. Bucks County has been designated the agent (hereinafter the "Agent") of each of the Political Subdivisions for the purpose of paying expenses generated by the Task

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Force and receiving funds/grants and payments to the Task Force under this Agreement. To effectuate this purpose, the Treasurer of the Agent shall set up a special interest bearing code account.

17. Any purchases and/or reimbursements of expenses made by the Agent on behalf of the Task Force shall be made upon a determination of agreement of a majority of the Task Force representatives.

18. Payments, reimbursements and expenses of the Task Force shall be paid and receipted by the Agent and accounted for in accordance with the requirements of the Code.

19. Grants from whatever source to an individual Political Subdivision are not part of the contemplated funding of the Task Force under this Agreement.

20. The controller or auditor of any participating Political Subdivision may audit the expenses of the Task Force and payments made under this Agreement.

LIABILITY

21. In accordance with State Law, no Political Subdivision, its governing body, employees, agents, representative, responding emergency personnel and/or their heirs, representatives, administrators or agents shall present any claim of any nature against the other for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

22. Each Political Subdivision shall be responsible for, and bear any and all costs for Workman's Compensation and death benefits for its own employees, agents, representatives or responding personnel pursuant to this Agreement. Each Political Subdivision warrants that it maintains Workman's Compensation insurance, or is a qualified self-insurer for Workman's Compensation pursuant to the statutory requirements of the Commonwealth of Pennsylvania.

23. Pursuant to the Act, participation by a Political Subdivision, an individual or employer on the Task Force, specialized regional counterterrorism response team, specialized Statewide response team, or urban search and rescue task force shall not be construed to permit an insurer to raise Workman's Compensation premiums. 35 P.S. § 2140.207(b).

24. In accordance with State Law, the provisions of 42 Pa. C.S. § 8331 (relating to medical good Samaritan civil immunity), 8332 (relating to nonmedical good Samaritan civil immunity) or 8332.4 (relating to volunteer-in-public-service negligence standard) shall apply to members of a specialized regional counterterrorism response team, an urban search and rescue task force or a specialized Statewide response team and

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individuals who provide logistical, material or other forms of emergency response support to such a team or task force during activation or deployment of a team or taskforce to a potential or actual manmade or natural disaster or while engaged in a task force or team drill or training exercise. 35 P.S. § 2140.207(a).

25. In accordance with State Law, the Commonwealth of Pennsylvania shall indemnify a county or Political Subdivision for any costs related to damaged county or municipal property which results from participation in a specialized regional counterterrorism task force, specialized regional counterterrorism response team, or a specialized Statewide response team. 35 P.S. § 2140.208.

TERM

26. This Agreement shall continue in force and remain binding on each Political Subdivision for one year with an automatic renewal for additional one year terms on the execution date of the Agreement or until the Board of Commissioners or Executive Officer of a Political Subdivision shall take action to withdraw there from. Such action shall not be effective until thirty (30) days after written notice of withdraw has been set by the Political Subdivision desiring to withdraw to the other Political Subdivisions as parties to this Agreement.

MISCELLANEOUS

27. Pursuant to the Code, this Agreement has been ratified by the governing bodies of the Political Subdivisions involved. The Legislation ratifying this Agreement is attached hereto as Exhibit "A".

28. This Agreement shall become effective immediately upon its execution by the Board of Commissioners or Managing Director of each Political Subdivision. Duly authenticated copies of this Agreement shall, at the time of their approval, be deposited with each of the Political Subdivisions and with the Commonwealth of Pennsylvania Emergency Management Agency.

28. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms under State Law.

IN WITNESS WHEREOF, the undersigned Political Subdivisions, by their Respective Board of Commissioners (or County Council), Chief Executive or Managing Director (or Chairman of County Council), duly execute this Agreement the day and year first above written.

Approved as to Form:

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Pedro A. Ramos
City Solicitor

Per: _____
Gabriel J. Chorno
Assistant City Solicitor

ATTEST:

COUNTY OF BUCKS

Chief Clerk

Board of Commissioners

ATTEST:

COUNTY OF CHESTER

Chief Clerk

Board of Commissioners

ATTEST:

COUNTY OF DELAWARE

Chief Clerk

Board of Commissioners

ATTEST:

COUNTY OF MONTGOMERY

Chief Clerk

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Board of Commissioners

ATTEST:

CITY OF PHILADELPHIA

Managing Director

Philip R. Goldsmith

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 2, 2005. The Bill was Signed by the Mayor on June 15, 2005.



Patricia Rafferty
Chief Clerk of the City Council