

City of Philadelphia



(Bill No. 090577)

AN ORDINANCE

Authorizing the Mayor, on behalf of the City, to execute the “Southeastern Pennsylvania Mutual Aid and Intergovernmental Cooperation Agreement,” by and between the City of Philadelphia and Bucks, Chester, Delaware and Montgomery Counties, under certain terms and conditions.

WHEREAS, Pursuant to the Emergency Management Services Code, 35 Pa. C.S.A. §7101, *et seq.*, as amended, and the Counterterrorism Planning, Preparedness, and Response Act, Act No. 227 of 2002, 35 P.S. §§ 2140.101-2140.33, county emergency management 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;

WHEREAS, the Emergency Management Services Code authorizes political subdivisions to enter into intergovernmental cooperative agreements pursuant to the Intergovernmental Cooperation Law, 53 Pa. C.S.A. §2301, *et seq.*;

WHEREAS, the emergency management coordinators of Philadelphia and Bucks, Chester, Delaware and Montgomery Counties have negotiated an agreement 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, catastrophic event or mass casualty incident; and

WHEREAS, the Mayor has requested that Council, pursuant to the requirements of the Emergency Management Services Code, approve of the agreement negotiated between the parties; **NOW, THEREFORE**,

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Mayor, on behalf of the City, is hereby authorized to execute the “Southeastern Pennsylvania Mutual Aid and Intergovernmental Cooperation Agreement” by and between the City of Philadelphia and Bucks, Chester, Delaware and Montgomery Counties, 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.

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

THIS MUTUAL AID AGREEMENT (hereinafter "Agreement"), made and entered into on September ____, 2009 among the following Counties, all of which are political subdivisions of the Commonwealth of Pennsylvania, by their duly elected Board of Commissioners (or County Council), Chief Executive or Managing Director (or Chairman of County Council): Bucks, Chester, Delaware, Montgomery, and the City of Philadelphia (hereafter referred to as "Political Subdivisions").

WHEREAS, Pursuant to Emergency Management Services Code, 35 Pa. C.S.A. §7101, et seq., as amended, (hereinafter the "Code") and the Counterterrorism Planning, Preparedness, and Response Act, 35 P.S. §§ 2140.101-2140.33 (Act No. 227 of 2002) (hereinafter the "Act"), county emergency management 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,

AND

WHEREAS, 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"),

AND

WHEREAS, the Parties recognize that the people and communities in this Region are vulnerable to damage, injury, and loss of life and property from a disaster and that these events present equipment and manpower requirements beyond the capacity of each individual Party,

AND

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency,

AND

WHEREAS, the Parties wish to provide for a body to coordinate the region's emergency preparedness and to furnish mutual aid to cope with disasters, and are so authorized to make this Agreement pursuant to State Law.

NOW, THEREFORE, WITNESSETH, that, for and in consideration of mutual promises and agreements contained herein, the Political Subdivisions hereby agree as follows:

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

1. The above is expressly incorporated herein as material part of the Agreement.
2. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms under State Law.

**Creation and Management of the Southeastern Pennsylvania Regional Task Force
by an Executive Board**

3. The Political Subdivisions hereto do hereby create the Southeastern Pennsylvania Regional Task Force (hereinafter the "SEPA RTF").
4. The mission of the SEPA RTF is to establish a strategic partnership to manage the risks created by all hazards through an integrative, collaborative and cooperative program that builds, maintains, and enhances preparedness capabilities amongst stakeholders in the region. This partnership respects the primary operational responsibility and authority to respond to emergencies vested in county and municipal governments.
5. SEPA RTF shall be governed by an executive board of five (5) members, consisting of the County Emergency Management Coordinator from each of the Political Subdivisions (hereinafter the "Board"). Any member may designate in writing a qualified representative to serve and vote in that member's stead.
6. Each member of the Board shall appoint a solicitor for counsel on issues relevant to the mission of the SEPA RTF. The five solicitors, or their agents, shall meet at least twice a year.
7. The Board shall establish, by majority vote, certain policies to carry out the mission of SEPA RTF (hereinafter "Operating Policies").
8. All decisions of the Board, as specified in this Agreement and in the Operating Policies, shall be determined by a simple majority vote of the Board.
9. The Board may appoint an executive director to assist it in the oversight and operations of the SEPA-RTF and any agents or contractors appointed by the Board.

Management of SEPA RTF through an Agent

10. For the purposes of receiving United States Department of Homeland Security (hereinafter the "US DHS") Homeland Security Grant Program funds (hereinafter the "HSGP funds"), SEPA RTF shall serve as the Urban Area Working Group (hereinafter the "UAWG").

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

11. Grants to an individual Political Subdivision, regardless of the source, are not part of the contemplated funding of SEPA RTF under this Agreement.
12. The expenditure of HSGP funds and the location of facilities and equipment to support the mission of SEPA RTF shall be determined by a majority vote of the Board.
13. The Board shall appoint an agent (hereinafter the "Agent") to manage, through the SEPA-RTF executive director and Board, the programmatic, financial and grant-related activities of SEPA RTF in accordance with State Law and with policies and guidelines set by the Board, the Commonwealth of Pennsylvania, and US DHS.
14. The Board shall select the Agent through a competitive process managed by the Pennsylvania Emergency Management Agency (hereinafter "PEMA"). Qualified organizations and individuals, as well as the Political Subdivisions, may compete through this process to be the Agent.
15. The Agent shall establish special interest bearing account(s) for SEPA RTF to carry out the mission of SEPA RTF and its responsibilities as the Agent.
16. The Agent shall conduct financial audits as required by State Law and with policies and guidelines set by the Board, the Commonwealth of Pennsylvania, and US DHS.
17. The controller or auditor of any participating Political Subdivision may audit the finances of SEPA RTF.
18. The Agent, within the budget allotted for such costs, shall establish a management and administrative structure to carry out the mission of SEPA RTF, with approval of the Board and in accordance with the Operating Policies.
19. The Political Subdivisions shall cooperate with the Agent in a timely manner in providing programmatic, financial and other grant-related information consistent with Operating Policies.

Cooperation in Emergency Planning, Training, and Exercise Activities

20. The Political Subdivisions, through the Board and SEPA RTF, agree to cooperate in the prevention of and preparation for emergencies and disasters through coordinated planning, training and exercise activities.
21. The Political Subdivisions, through the Board and SEPA RTF, agree to share information to support the prevention of and preparation for emergencies and disasters. Information includes, but is not limited to, documents whether in paper or electronic form and/or electronic data.

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

Cooperation in Emergency Response and Recovery Operations

22. This Agreement is not intended to preclude, nor shall it apply to, the longstanding practice among the Political Subdivisions that share a border to routinely assist one another for incidents that occur on, in or about these borders.
23. 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.
24. The Board shall establish policies and procedures, consistent with State and Local Law and this Agreement, to affect mutual aid responses.
25. The procedures and protocols set forth in this Agreement may be activated for catastrophic events or other emergencies, disasters, or events that require the response of resources above and beyond the capacity of the affected Political Subdivision.
26. The Responding Political Subdivision shall make its best effort to respond to Mutual Aid requests, subject to the needs (whether immediate or anticipated) of the Requesting Political Subdivision, as determined solely by the responsible officials of the Requesting Political Subdivision.
27. Each Political Subdivision shall be responsible for developing standard operating procedures within its Political Subdivision 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 Political Subdivision will internally coordinate the assembly of Resources provided in Mutual Aid.
28. Each Political Subdivision shall provide copies of these procedures to the other Political Subdivisions.
29. In accordance with the Code, Chapter 73, Subchapter C, §7337: A Responding Political Subdivision shall ensure that adequate insurance protection is in effect covering all vehicles and equipment used in response to an intrastate mutual aid request.
30. In accordance with the Code, Chapter 73, Subchapter C, §7338: Notwithstanding any other provision of law, a Responding Political Subdivision shall provide appropriate workers' compensation insurance protection for municipal employees and volunteers duly dispatched by the Responding Political Subdivision when responding to a request under this system. Personnel of a responding political subdivision who sustain injury or death in the course of and arising out of their employment shall be entitled

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

to all applicable benefits normally available to personnel while performing their duties for their employer. Responders shall receive any additional Federal and State benefits that may be available to them for line-of-duty deaths.

31. Pursuant to the Act, participation by a Political Subdivision, an individual, or employer on SEPA RTF, specialized regional response teams or task forces, specialized statewide response teams, or Urban Search and Rescue task forces, shall not be construed to permit an insurer to raise workers' compensation insurance premiums. 35 P.S. §2140.207(b).

Liability

32. In accordance with the Code, Chapter 73, Subchapter C, §7339: All activities performed under the intrastate mutual aid system are deemed to be governmental functions. For the purposes of liability, all persons responding under the operational control of the Requesting Political Subdivision shall be deemed to be employees of the Requesting Participating Political Subdivision. Except in cases of willful misconduct, gross negligence or bad faith, neither the Participating Political Subdivisions nor their employees shall be liable for the death of or injury to persons or for damage to property when complying or attempting to comply with the system. This subchapter shall provide no immunity, rights or privileges for any individual responding to an incident where the response has not been requested by a Participating Political Subdivision.
33. In accordance with the Code, Chapter 73, Subchapter C, §7339: no Political Subdivision, its governing body, employees, agents, representatives, 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.
34. In accordance with State Law, the provisions of 42 Pa. C.S. §8331 (relating to medical good Samaritan civil immunity), §8332 (relating to non-medical good Samaritan civil immunity), or §8332.4 (relating to volunteer-in-public service negligence standard) shall apply to members of specialized regional response teams or taskforces, specialized statewide response teams, or Urban Search and Rescue task forces and individuals who provide logistical, material, or other forms of support to such teams during activation or deployment to a potential or actual emergency/disaster or while engaged in drill or exercise activities.
35. 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 specialized regional response teams or

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

taskforces, specialized statewide response teams, or Urban Search and Rescue task forces. 35 P.S. §2140.208.

36. Nothing herein is intended to abrogate, divest or limit the immunities available to each participating municipality and/or its employees subject to this Agreement provided pursuant to the Pennsylvania Political Subdivision Torts Claim Act (42 Pa C.S. Section 8541, et seq.).

Term

37. This Agreement shall continue in force and remain binding on each participating Political Subdivision for one year with an automatic renewal for additional one year terms on the execution date of the Agreement, unless and until the Board of Commissioners (or County Council), Chief Executive or Managing Director (or Chairman of County Council) of a participating Political Subdivision shall take action to withdraw from the Agreement. Such action shall not be effective until thirty (30) days after written notice of withdrawal has been sent by the Political Subdivision desiring to withdraw to the other participating Political Subdivisions to this Agreement.

Notices

38. Any notices required hereunder shall be given as follows:

If to the County of Bucks, to:

Chief Operating Officer
55 East Court Street
Doylestown, PA 18901

Director, Emergency Services
911 Freedom Way
Ivyland, PA 18947

If to the County of Chester, to:

Chief Administrative Officer
2 North High Street
West Chester, PA 19382

Director, Department of Emergency Services
601 Westtown Road
West Chester, PA 19380

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

If to the County of Delaware, to:

County Council
Government Center Building
Media, PA 19063

If to the County of Montgomery, to:

Chief Operating Officer
P.O. Box 311
Norristown, PA 19401

Director, Department of Public Safety
50 Eagleville Road
Eagleville, PA 19403

If to the City of Philadelphia, to:

City Solicitor
One Parkway Building
Philadelphia, PA 19107

Deputy Managing Director for Emergency Management
240 Spring Garden Street
Philadelphia, PA 19123

If to the Commonwealth of Pennsylvania, to:

Director, Pennsylvania Emergency Management Agency
2605 Interstate Drive
Harrisburg, PA 17110-9364

Director, PEMA Eastern Area
Hamburg Center
Hamburg, PA 19526

39. Notices shall be deemed given when received if given in person, by facsimile or by electronic means (if a record of receipt is kept by the sending party showing the date and time of receipt) or three (3) days following deposit in the United States Mail, postage prepaid, to the address set forth above.

40. Any Political Subdivision and the Commonwealth of Pennsylvania may change its contact individual and/or address for notice by giving written notice of the change to the other Political Subdivisions and the Commonwealth of Pennsylvania and the agent of SEPA RTF.

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

Miscellaneous

- 41. This is a complete agreement and supersedes the Agreement dated May 3, 2005.
- 42. 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".
- 43. This Agreement shall become effective immediately upon its execution by the chief executives of each of the five (5) member counties composing the SEPA RTF.
- 44. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 45. Duly authenticated copies of this Agreement shall, at the time of its approval, be deposited with each of the Political Subdivisions, with the Commonwealth of Pennsylvania Emergency Management Agency and with the regional task force office.

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.

COUNTY OF BUCKS, PENNSYLVANIA

By _____
Charles H. Martin, Chairman

By _____
James F. Cawley, Esq., Commissioner

Attest:

David M. Sanko, Chief Clerk Date
Chief Operating Officer

By _____
Diane M. Ellis-Marseglia, Commissioner

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

COUNTY OF CHESTER, PENNSYLVANIA

ATTEST:

W. Evelyn Walker
Chief Clerk

Terence Farrell
Chairman

Carol Aichele
Commissioner
Vice Chairman

Kathi Cozzone
Commissioner

COUNTY OF DELAWARE, PENNSYLVANIA

Chairman, County Council

ATTEST:

Chief County Clerk

**Southeastern Pennsylvania
Mutual Aid and
Intergovernmental Cooperation Agreement**

COUNTY OF MONTGOMERY, PENNSYLVANIA

Montgomery County Board of Commissioners

James R. Matthews, Chairman

Joseph M. Hoeffel, Vice Chairman

Bruce L. Castor, Jr.

ATTEST:

Robert W. Graf
Chief Operating Officer

CITY OF PHILADELPHIA, PENNSYLVANIA

ATTEST:

Shelly Smith, Esq.
City Solicitor

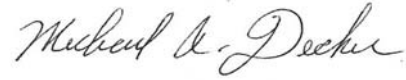
Michael A. Nutter
Mayor

City of Philadelphia

BILL NO. 090577 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on October 22, 2009. The Bill was Signed by the Mayor on October 23, 2009.



Michael A. Decker
Chief Clerk of the City Council