

ORDINANCE NO. 2004-03

AN ORDINANCE AUTHORIZING THE COUNTY OF YORK, PENNSYLVANIA TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE COUNTIES OF ADAMS, CUMBERLAND, DAUPHIN, FRANKLIN, LANCASTER, LEBANON, AND PERRY TO CREATE THE SOUTH CENTRAL REGIONAL PENNSYLVANIA COUNTER TERRORISM TASK FORCE AND TO GOVERN THE COUNTY'S PARTICIPATION IN THE TASK FORCE.

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

SECTION 1: SHORT TITLE

This Ordinance shall be known and may be cited as the South Central Regional Pennsylvania Counter Terrorism Task Force Mutual Aid Ordinance.

SECTION 2: LEGISLATIVE INTENT AND APPLICABILITY

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

- A. The County of York is a third class county.
- 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 two or more counties may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities.
- C. The South Central Regional Pennsylvania Counter Terrorism Task Force (herein, Task Force) is formed to implement the regional task force concept to coordinate activities and funding under the Counter Terrorism Planning Preparedness and Response Act of 2002, 35 P.S. § 2140.101, *et seq.*, and to coordinate activities with the Pennsylvania Emergency Management Agency.

D. The Board of Commissioners of York County determines that it is in the best interest and safety of its citizens to join the Task Force to participate in regional counter terrorism activities and share in the use of regional resources.

SECTION 3: TERMS OF THE MUTUAL AID AGREEMENT

A. The conditions of membership, duration, purpose and objectives of the Task Force mutual aid agreement, including the powers and scope of authority delegated therein, manner and extent of financing, organizational structure necessary to implement the Task Force and manner in which personal property will be acquired, managed and disposed of are set forth in the Agreement, a copy of which is attached to this Ordinance as Exhibit "A" and incorporated herein as if set forth in full.

B. No real estate will be acquired, managed, licensed or disposed of under this Ordinance.

C. Each county has the power to enter into contracts for policies of group insurance and employee benefits, including social security, for all of their employees, including those whose duties further the purposes of the Agreement.

SECTION 4: AUTHORITY TO ENTER AGREEMENT

The Chairman of the Board of Commissioners of the County of York is hereby authorized to execute all documents and perform all actions necessary to cause the County to enter the mutual aid agreement and join the Task Force.

SECTION 5: SEVERABILITY

If any sentence, clause, phrase or section of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Ordinance.

It is hereby declared as the intention of the Board of Commissioners of the County of York that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

SECTION 6: REPEALER

Any other Ordinance or parts thereof inconsistent with this Ordinance be and are hereby expressly repealed.

SECTION 7: EFFECTIVE DATE

This Ordinance shall become effective immediately.

ENACTED AND ORDAINED this 28th day of April, 2004.

ATTEST:

COUNTY OF YORK



Charles R. Noll
Administrator/Chief Clerk

By: 

Lori O. Mitrick, President

By: 

Douglas E. Kilgore, Vice President

By: 

Steve Chronister, Commissioner

SOUTH CENTRAL PENNSYLVANIA COUNTER TERRORISM TASK FORCE MUTUAL AID AND COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ 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 County Commissioners and governing executives, Adams, Cumberland, Dauphin, Franklin, Lancaster, Lebanon, Perry and York, hereafter collectively referred to as “ Counties.”

WHEREAS, on September 26, 2000, the Pennsylvania Emergency Management Council approved the concept of the Regional Task Force Organization; the authority to disburse the funds under the Regional Task Force concept, and the authority for the Director of PEMA to withhold funding, if necessary; and

WHEREAS, pursuant to the Emergency Management Services Code, Title 35 Pa C.S. § 7101, *et seq.*, hereinafter the “Code” and Pa. Act 227-2002 (Counter Terrorism Planning Preparedness and Response Act of 2002), hereinafter “Act 227 ,” County Emergency Management 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 Counties to enter into cooperative agreements pursuant to the Intergovernmental Cooperation Law, 53 Pa. C.S.A § 2301 *et seq.*, as mandated by Act 227; and

WHEREAS, by mutual execution of this Agreement, the Counties desire and intend to formalize their agreement to provide mutual aid for emergency assistance and preparation among said Counties.

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

1. The Counties hereto do hereby create the South Central Pennsylvania Counter Terrorism Task Force (hereinafter South Central Task Force) for the purposes set forth herein.
2. For the purpose of this agreement, the South Central Task Force shall designate a fiscal agent to manage funds. For this purpose, the Treasurer of the fiscal agent shall set up a special interest bearing account to effectuate such purpose. The fiscal agent shall be the repository of grants and donations made to the South Central Task Force. The fiscal agent shall be bonded in an amount sufficient to secure the highest amount of funds under his control at any one time during the term of this Agreement.
3. Payments, reimbursements and expenses shall be paid and received by the fiscal agent and accounted for in accordance with the requirements of the Title 35, Act 227, PEMA regulations, and government accounting practices.
4. The South Central Task Force may enter into agreements with third parties to facilitate the management and delivery of equipment, training, exercises and related services consistent with the direction of the grants authority. Any agreements shall be approved by a majority of the Executive Board representatives.
5. Direct grants to individual counties outside of the scope of the Regional Task Force are not part of the contemplated funding of South Central Task Force unless specifically agreed to by the receiving county.
6. South Central Task Force shall be governed by an Executive Board consisting of one representative from each county who shall be the County Emergency Management Coordinator or his/her designee. Any purchases and/or reimbursement of expenses made by the fiscal agent on behalf of the South Central Task Force shall be made upon a determination of agreement of a majority of the Executive Board representatives.
7. The controller or auditor of any participating county may audit the expenses and payments under this agreement.

8. Location of facilities and/or equipment purchased under this agreement shall be determined by a majority vote of the Executive Board.
9. Counties agree to provide mutual aid to each other in the event of a disaster emergency, as defined in §7102 of the Code upon request on a non-reimbursable basis. Each county shall provide such emergency assistance as reasonably available when such request is made by the Emergency Management Coordinator (or designee) of the requesting county.
10. Each county agrees to allow the use of its 911 communications center by the Task Force to facilitate the purposes of this Agreement. The Executive Board shall establish policies and procedures for coordinating the joint utilization of county 911 communications centers and the Commonwealth's emergency operations center. Each emergency management coordinator shall retain the right to reject the use of the center under his jurisdiction in the event the exclusive use of the center is otherwise required. The Executive Board shall also establish policies and procedures for the joint utilization of county emergency management agencies.
11. In addition to the mutual aid covenants contained in this agreement, it is the purpose and intent of this agreement to cooperate in disaster preparedness in the Counties.
12. Any request for aid by a County Emergency Management Coordinator (or designee) hereunder, shall state, as best as possible, the type and amount of personnel and/or equipment being requested, the specific requesting agency, and the location to where such resources will report and deploy. The responding county will ultimately determine the amount of resources that will be provided to the requesting county.
13. Resources from the responding county shall report to the officer-in-charge (or designee) of the requesting organization at the location to which the equipment and/or personnel are dispatched, but shall remain under the operational control of the responding county.
14. Each party shall be an independent contractor and responsible for its own employees, their salaries and benefits, including overtime, death benefits, workers' compensation, heart and lung benefits, and for the acts of its employees under this Agreement pursuant to law. Each party shall provide such public liability and other

insurance as appropriate to protect against any claims arising out of that party's performance under this Agreement and not otherwise provided. Nothing in this Agreement shall be construed to limit the political subdivision tort claim immunity of the parties.

15. Each county agrees to make its personnel available for drills and training as scheduled by the Executive Board, subject to the needs of the county which shall take priority at all times.
16. Nothing contained herein shall require any county to respond to a request for mutual aid or to continue to render such mutual aid if the resources supplied to the requesting county are needed in the responding county, as determined by the responding county.
17. In cases where multiple requests for mutual aid assistance are made at the same time, thereby making compliance with the minimum requirements of this agreement impossible for the responding county, the Emergency Management Coordinator of the responding county shall determine how to best respond to the requests based upon an assessment of the events and their potential local and regional impacts. The Emergency Management Coordinator may send all available resources under this agreement to the jurisdiction with the highest priority emergency, or may send some resources to each requesting jurisdiction. The responding Emergency Management Coordinator shall inform the requesting county of the county's decision.
18. Each county to this agreement agrees to make its best effort to enter into Mutual Aid Agreements for emergency services within its county borders.
19. This agreement shall become effective immediately upon its ratification by the Board of Commissioners of each county. Duly authenticated copies of this agreement shall, at the time of their approval, be deposited with each of the Counties and with the Commonwealth of Pennsylvania Emergency Management Agency.
20. This agreement shall continue in force and remain binding on each county until the Board of Commissioners or executive officer of a county shall take action to withdraw therefrom. Such action shall not be effective until thirty (30) days after written notice of withdrawal has been sent by the county desiring to withdraw to the

other Counties as parties to this agreement.

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF ADAMS

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF DAUPHIN

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF FRANKLIN

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF LANCASTER

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF LEBANON

Chief Clerk

Board of Commissioners

IN WITNESS WHEREOF, the undersigned County, by their respective Board of Commissioners, duly execute this agreement the day and year first above written.

ATTEST:

COUNTY OF PERRY

Chief Clerk

Board of Commissioners

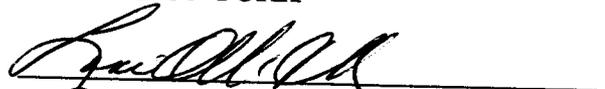
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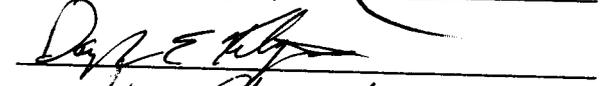
ATTEST:

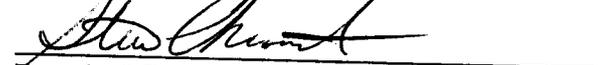
COUNTY OF YORK



Chief Clerk







Board of Commissioners