

ORDINANCE NO. 133, 2001

AN ORDINANCE AUTHORIZING THE TOWNSHIP OF TILDEN, BERKS COUNTY, PENNSYLVANIA TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF BERKS AND OTHER POLITICAL SUBDIVISIONS WITHIN THE COUNTY OF BERKS TO PROVIDE RECIPROCAL EMERGENCY ASSISTANCE BY AND BETWEEN THE PARTIES TO THAT AGREEMENT.

WHEREAS, the Township of Tilden, Berks County, Pennsylvania ("Tilden") is a "political subdivision," as defined in the act of November 26, 1978, No. 323, P.L. 1332, 35 Pa. C.S.A. §7101 et seq., as amended, known as the Emergency Management Services Code (the "Code"); and

WHEREAS, under the terms of the Code, a political subdivision, by the act of its governing body, is directed and authorized to develop an emergency management organization in accordance with the plan and program of the Pennsylvania Emergency Management Agency ("PEMA"); and

WHEREAS, Section 7504 of the Code directs counties and political subdivisions to develop mutual aid agreements with other political subdivisions for reciprocal emergency assistance; and

WHEREAS, Tilden desires to enter into a Countywide Mutual Aid Agreement (the "Agreement") pursuant to the Code with the County of Berks, various political subdivisions within the County of Berks, and private entities located within the County of Berks.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of Tilden, Berks County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

1. Scope. Tilden is hereby authorized to enter into the Agreement with the County of Berks, various political subdivisions within the county of Berks, and private entities located within the county of Berks, to provide for reciprocal emergency assistance. A true and correct copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Purpose. Tilden shall provide and receive reciprocal emergency assistance as specified in the Agreement as required by the Code.

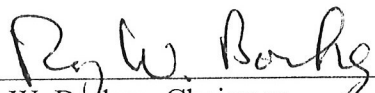
3. Term. The term of the Agreement will continue in force and remain binding upon Tilden until Tilden takes action to withdraw therefrom. Tilden may withdraw upon ninety (90) days' written notice to each of the parties to the Agreement.

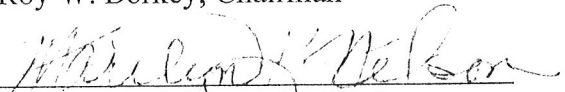
4. Severability. If any sentence, clause, section or part of this Ordinance is for any reason found to be illegal, invalid or unconstitutional, such illegality, invalidity or unconstitutionality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the intent of the Board of Supervisors of Tilden Township that this Ordinance would have been adopted had such illegal, invalid or unconstitutional sentence, clause, section or part thereof not been included therein.

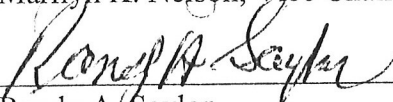
5. Effective Date. This Ordinance shall become effective five (5) days following the date of adoption.

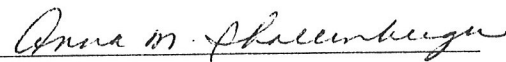
DULY ENACTED AND ORDAINED this 14th day of August, 2001.

TOWNSHIP OF TILDEN  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Roy W. Borkey, Chairman

  
\_\_\_\_\_  
Marilyn K. Nelson, Vice Chairman

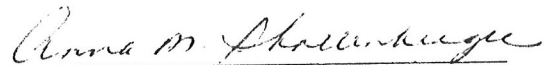
  
\_\_\_\_\_  
Randy A. Saylor

Attest:   
\_\_\_\_\_  
Secretary

## CERTIFICATION

I hereby certify that the foregoing ordinance was advertised on July 23, 2001, in the Reading-Eagle Times, a newspaper of general circulation in the Township of Tilden, Berks County, PA and was duly enacted and approved as set forth at a regular meeting of the Township of Tilden on August 14, 2001, at 7 P. M., prevailing time, in the Township Municipal Building, 874 Hex Highway, Hamburg, Berks County, PA.

ATTEST:

  
Anna M. Shollenberger, CGS, CMC  
Secretary

117248.1

EXHIBIT A  
COUNTY-WIDE MUTUAL AID AGREEMENT

COUNTY-WIDE MUTUAL AID AGREEMENT

AGREEMENT NO. \_\_\_\_\_

This **AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2001, pursuant to the provisions of the Act of November 26, 1978; No. 323, P.L. 1332, 35 Pa. C.S.A. §7101 et seq., as amended, known as the Emergency Management Services Code (the "Code"), by and between the following political subdivisions: the COUNTY OF BERKS (the "County") and all other municipalities and private entities designated in the signatory section of the Agreement (Attachment I).

**WHEREAS**, Section 7501 of the Code directs and authorizes each political subdivision to develop an emergency management organization in accordance with the plan and program of the Pennsylvania Emergency Management Agency; and

**WHEREAS**, Section 7504 of the Code directs county and local coordinators of emergency management to develop mutual aid agreements with adjacent political subdivisions for reciprocal emergency assistance; and

**WHEREAS**, the County and the below named municipalities and private entities located within the County desire to enter into this County-Wide Mutual Aid Agreement pursuant to the above cited sections of the Code; and

WHEREAS, by adoption of an ordinance, if necessary, and mutual execution of this Agreement, the County, municipalities and private entities desire and intend to formalize the agreements and arrangements relative to reciprocal emergency assistance by and between said parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County, municipalities and private entities signing below mutually agree as follows:

1. When used in this Agreement, the term "municipality" shall mean any city, borough, township or incorporated town. The term "private entity(ies)" shall include but not be limited to: privately operated fire organizations, ambulance service, fire, police, and rescue companies independent of any municipality.

2. The County, each signatory municipality or private entity agrees to furnish emergency services to any other signatory municipality, private entity or the County upon request of such other municipality, private entity or the County through the direction of the County Emergency Management Agency, or other organization exercising coordination responsibilities pursuant to the Code. The emergency services may involve the preparation for and the carrying out of functions, other than functions for which military forces are primarily responsible, to prevent, minimize and provide emergency repair of injury and damage resulting from disaster, together with all other activities necessary or incidental to the preparation for the carrying out of these functions. The functions include without limitation, fire fighting services, police services, medical and health services,

rescue, engineering, disaster warning services, communications, radiological shelter, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, emergency resource management, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection.

3. Each municipality authorizes the provision of emergency services by emergency services personnel of other municipalities, if and when the municipality or such services are provided pursuant to the exercise of emergency management coordination responsibilities of the County or other organization.

4. In addition to the emergency services outlined in Paragraph 2, this ~~County-Wide Mutual Aid Agreement~~ Agreement shall apply to the following circumstances and/or situations:

(a) The dispatch of emergency services equipment and/or personnel by one or more municipalities in response to the occurrence or threat of a man-made, natural or war-caused disaster;

(b) The distribution of materials, supplies, equipment and other forms of aid by and between municipalities;

(c) The staffing and equipping of an emergency operations center responsible for coordinating the emergency response activities of one or more municipalities affected by an actual or imminent natural disaster emergency;

(d) The dispatch of emergency service equipment, material and/or personnel by one or more municipalities in response to a declaration of local disaster emergency declared by one or more municipalities;

(e) Response to incidents (actual or imminent) which endanger the health, safety or welfare of the public which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract or remove the danger caused by the incident;

(f) Participation in exercises, drills or other training activities designed to train personnel to prepare for, cope with or prevent the occurrence of any disaster emergency.

5. It is mutually understood and agreed that the provision and direction of disaster emergency management services is the responsibility of the lowest level of government affected. When two or more municipalities within the County are affected, the County Emergency Management Agency shall exercise responsibility for coordination and support to the area of operations.

6. Any requests for aid hereunder shall state the amount and type of equipment or personnel requested, but the actual amount and type of equipment and number of personnel to be furnished shall be determined by the responding municipality or private entity or County. The responding municipality, private entity or County as the case may be shall dispatch all equipment and personnel and may, at its discretion, terminate or recall emergency services furnished by it. No municipality, private entity or the County shall be



held liable to another municipality, private entity or the County as the case may be for failure to supply assistance at the request of another municipality, private entity or the County responsible for coordination of emergency management services.

7. Personnel of the responding municipality or private entity shall report to the officer in charge of the requesting municipality or his designee at the location to which the equipment or personnel are dispatched, but such equipment or personnel shall remain under the operational control of the municipality or private entity furnishing the emergency services.

8. No municipality, private entity or the County as the case may be shall be required to pay any charge or compensation to any other municipality, private entity and the County for services rendered hereunder. Each municipality, private entity or the County remains liable for the salaries of its personnel in the same manner as if the personnel were assigned to duty in the home municipality, private entity or County, even though said personnel are responding to an emergency in another municipality or private entity.

9. The County and each municipality or private entity shall maintain workmen's compensation insurance to cover emergency service personnel employed by the County, municipality or private entity. If injury or loss occurs under any circumstances to any emergency services employee, then the home municipality or jurisdiction or private entity that employs the emergency services employee shall be solely liable for payments of all workmen's compensation claims arising from said injury or loss. Each municipality or

private entity hereby warrants in writing to the others that it has conferred with its workmen's compensation insurance carrier and that the provision in this Agreement is lawful and in accordance with the insurance policies for workmen's compensation now held by the respective municipality or private entity.

10. The County and each municipality and private entity shall maintain adequate general and public liability insurance policies which cover the emergency service activities of the County or municipality or private entity when acting pursuant to the terms of this Agreement.

11. No municipality or private entity shall present any claim of any nature against any other municipality or private entity for compensation for any loss, damage, or personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

12. This Agreement shall become effective for each municipality or private entity participating herein upon the adoption of an ordinance by the municipality or private entity providing for the entry into this Agreement or in the case of a private entity by execution of this Agreement. This Agreement shall continue in force and remain binding upon each municipality or private entity until the governing body of such municipality or private entity shall take action to withdraw therefrom. Any municipality or private entity that is party to this Agreement may withdraw upon 90 days written notice to each of the other parties.

Upon such event, however, this Agreement shall continue to exist among the remaining parties.

IN WITNESS WHEREOF, the County of Berks and the undersigned municipalities and private entities, by their respective governing bodies, as set forth on the pages of Attachment I, have duly executed this County-Wide Mutual Aid Agreement for Emergency Services on the respective dates listed on Attachment I.

COUNTY OF BERKS

Timothy Anthony Reiver, Chairman

ATTEST:

Mark C. Scott, Commissioner

Christopher M. Brumbach  
Chief Clerk

Judith L. Schwank, Commissioner