

**BOROUGH OF ALBURTIS
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 395

(Duly Adopted March 27, 2002)

AN ORDINANCE AUTHORIZING THE BOROUGH OF ALBURTIS TO ENTER INTO A MUTUAL AID AGREEMENT WITH THE COUNTY OF LEHIGH AND POLITICAL SUBDIVISIONS IN LEHIGH COUNTY TO PROVIDE FOR RECIPROCAL EMERGENCY ASSISTANCE AMONG THE POLITICAL SUBDIVISIONS; ALLOWING A POLITICAL SUBDIVISIONS WHICH RECEIVES A REQUEST FOR ASSISTANCE TO DETERMINE WHETHER AND TO WHAT EXTENT IT WILL RENDER ASSISTANCE WITHOUT LIABILITY FOR ANY FAILURE TO SUPPLY REQUESTED ASSISTANCE; AND PROVIDING THAT A POLITICAL SUBDIVISION RECEIVING ASSISTANCE SHALL NOT BE REQUIRED TO PAY ANY CHARGE OR COMPENSATION FOR THE SERVICES RECEIVED.

WHEREAS, Section 7504 of the Pennsylvania Emergency Management Code, 53 PA. CONS. STAT. § 7504, authorizes county and local coordinators of emergency management to develop, and county and local governing bodies to ratify, mutual aid agreements with other political subdivisions for reciprocal emergency assistance; and

WHEREAS, the Borough of Alburdis desires to enter into an intergovernmental cooperation agreement with other political subdivisions in Lehigh County under the terms and conditions set forth in the Agreement attached to this Ordinance as **Exhibit A** (the “**Agreement**”) to formalize the agreements and arrangements relative to reciprocal emergency assistance;

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Alburdis, Lehigh County, Pennsylvania, that the Borough of Alburdis shall enter into an Agreement with other political subdivisions in Lehigh County in the form attached to this Ordinance as **Exhibit A**, which is incorporated into this Ordinance by reference, *provided that* the governing body of the County of Lehigh and at least one

other participating political subdivision shall also approve the execution of the Agreement. The President (or Vice President) of Borough Council is hereby authorized and directed to execute the Agreement on behalf on the Borough.

DULY ORDAINED and **ENACTED** by the Borough Council of the Borough of Al-
burtis, this 27th day of March, 2002, in lawful session duly assembled.

**BOROUGH COUNCIL
BOROUGH OF ALBURTIS**

Steven R. Hill, President

Attest:

Melanie Hansen, Secretary

AND NOW, this 27th day of March, 2002, the above Ordinance is hereby AP-
PROVED.

Russell J. Afflerbach, Mayor

Exhibit A

TITLE 35- MUTUAL AID AGREEMENT

THIS AGREEMENT is made this ___ day of _____ of the year ___ pursuant to the provisions of the Act of November 26, 1978, P.L. 1332, 35 Pa. C.S. – Appendix 7101 et seq., known as the Emergency Management Services Code, by and between the following political subdivisions: the COUNTY of LEHIGH; the CITIES of ALLENTOWN and BETHLEHEM; the BOROUGHES of ALBURTIS, CATASAUQUA, COOPERSBURG, COPLAY, EMMAUS, FOUNTAIN HILL, MACUNGIE, and SLATINGTON; the TOWNSHIPS of HANOVER, HEIDELBERG, LOWER MACUNGIE, LOWER MILFORD, LOWHILL, LYNN, NORTH WHITEHALL, SALISBURY, SOUTH WHITEHALL, UPPER MACUNGIE, UPPER MILFORD, UPPER SAUCON, WASHINGTON, WEISENBERG and WHITEHALL; and the LEHIGH-NORTHAMPTON AIRPORT AUTHORITY.

WHEREAS, Section 7501 of the Emergency Management Services Code (here in after, “EMS Code”), directs and authorizes each political subdivision of the Commonwealth to establish a local emergency organization in accordance with the plan and program of the Pennsylvania Emergency Management Agency; and

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

WHEREAS, the County of Lehigh and the above-named municipalities located within the County of Lehigh desire to enter into this Mutual Aid Agreement pursuant to the above cited sections of the EMS Code; and

WHEREAS, by adoption of an ordinance and mutual execution of this Agreement, the above-named political subdivisions desire and intend to formalize the agreements and arrangements relative to reciprocal emergency assistance by and between said political subdivisions.

NOW THEREFORE, in consideration of the mutual covenants contained herein the political subdivisions mutually agree as follows:

1. When used in this Agreement, the term “political subdivision”, and “municipality”, are interchangeable and shall mean any county, city, borough, township or incorporated town or authority thereof.

2. Each above-named municipality agrees to furnish emergency services to any other above-named municipality upon request of such other municipality, the direction of the County Emergency Management Agency or other organization exercising coordination responsibilities pursuant to the EMS Code. The emergency services, as defined by Section 7102 of the EMS Code, 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 protections, temporary restoration of public utility services and other functions related to civilian protection.

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

4. This 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 man-made, natural, or war caused 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 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 cause 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 providing of 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 request for aid hereunder shall state the amount and type of equipment or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding municipality. The responding municipality may, at its discretion, terminate or recall emergency services furnished by it. No municipality shall be held liable to another municipality for failure to supply assistance at the request of the other municipality or entity responsible for coordination of emergency management services.

7. Personnel of the responding municipality shall report to the officer in charge of the requesting municipality of 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 furnishing the emergency services.
8. No political subdivision shall be required to pay any charge or compensation to any other political subdivision for services rendered hereunder. Each political subdivision remains liable for the salaries of its personnel in the same manner as if the personnel were assigned to duty in the home political subdivision, even though said personnel are responding to an emergency in another political subdivision.
9. In the event that the services of a private entity are involved herein, the municipality receiving such services may be required to compensate such entity in such manner as provided for in an agreement between the entity and another municipality for the type of services provided.
10. Each political subdivision shall maintain workmen's compensation insurance to cover emergency services personnel employed by the political subdivision. If injury or loss occurs under any circumstances to any emergency services employee in a political subdivision other than that of his employer, the employing political subdivision shall be solely liable for payments of all workmen's compensation claims arising from said injury or loss. Each political subdivision 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 political subdivision.
11. Each political subdivision shall maintain adequate general and public liability insurance policies which cover the emergency services activities of the political subdivision when acting pursuant to the terms of this Agreement.

12. No political subdivision shall present any claim of any nature against any other political subdivision 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.
13. This Agreement augments any prior mutual aid agreement between any of the political subdivision that are parties to this agreement.
14. This Agreement shall become effective for each political subdivision participating herein upon the adoption of an ordinance by the political subdivision providing for the entry into this Agreement. This Agreement shall continue in force and remain binding upon each political subdivision until the governing body of such political subdivision shall take action to withdraw therefrom. Any political subdivision 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.