

ORDINANCE NO. 217, 2014

AN ORDINANCE OF TILDEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, AMENDING AND SUPPLEMENTING THE TILDEN TOWNSHIP CODE OF ORDINANCES BY AMENDING CHAPTER 1, ENTITLED "ADMINISTRATION AND GOVERNMENT" TO ADD A NEW PART 8 ENTITLED "BERKS COUNTY EMERGENCY RESPONSE TEAM", AUTHORIZING TILDEN TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF JOINING WITH OTHER POLITICAL SUBDIVISIONS AND ENTITIES AS A MEMBER OF THE BERKS COUNTY EMERGENCY RESPONSE TEAM.

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

SECTION 1. Chapter 1, entitled "Administration and Government", of the Code of Ordinances of Tilden Township is amended and supplemented by adding thereto the following new Part 8, entitled "Berks County Emergency Response Team":

"Part 8

Berks County Emergency Response Team

Section 801. Purpose. A local emergency response team comprised of various Berks County municipalities is established to provide the residents and citizens of the respective municipalities and communities with more efficient, responsive, cost effective and competent emergency response services consistent with the requirements of applicable laws and with the objectives of protecting the health, safety and welfare of municipal residents and landowners.

Section 802. Grant of Power. This Part is adopted pursuant to authority granted in:

A. The Municipal Police Jurisdiction Act, 42 Pa. C.S.A. Section 8951 et seq., as amended, or as it may be amended from time to time (the "Jurisdiction Act");

B. The Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 Pa. C.S.A. Section 2301, et seq.) as amended, or as it may be amended from time to time (the "Cooperation Act").

Section 803. Definitions. The following words or phrases, when used in this Part, shall have the meanings indicated:

Agency - the "Berks County Emergency Response Team" created by various Berks County municipalities and other entities under and pursuant to this and similar ordinances or resolutions, as appropriate, under authority of the Jurisdiction Act.

Township - Tilden Township, Berks County, Pennsylvania.

Section 804. Participation in Agency. Pursuant to and in accord with the authority of the Jurisdiction Act and the Cooperation Act, the Township is hereby authorized to become a member of and to participate in the Agency.

Section 805. Authority to Enter Agreement. Pursuant to and in accord with the above-referenced authority, the Township is hereby authorized and directed to enter into the Berks County Emergency Response Team Agency Agreement which governs the Agency and its affairs, a copy of which is attached as Exhibit "A" and incorporated herein by reference (the "Agreement").

Section 806. Organization. The Agency created and existing under and by virtue of the authority of the Jurisdiction Act, the Cooperation Act and this Part shall be comprised of representatives of the municipalities creating and participating in the Agency. The participation of the Township in the Agency shall be governed and controlled by the terms and conditions of the Agreement, as duly amended from time to time, the provisions of applicable Pennsylvania laws and regulations, and such other policies as may be duly adopted by the Agency in accordance with the Agreement.

Section 807. Finances. The Agency and its activities shall be operated with funds provided by the participating municipalities in accordance with the provisions of the Agreement and such other grants or funding as may be available.

Section 808. Term. The Agency, and the Agreement governing it, shall be for an indefinite term and dependent upon the continued participation of the various member municipalities, but in any event, not less than three (3) years. Thereafter, participating municipalities can withdraw from the Agency upon reasonable notice as provided for in the Agreement.

Section 809. Municipality Participation.

A. The Chief of Police of the Township or his or her designee within his or her department, as determined by the Township, shall serve on the Board of Chiefs of the Agency.

B. The Board of Supervisors of the Township shall authorize, budget, appropriate and pay in a timely manner such initial and annual fees and other necessary charges as provided for under the Agreement to provide the Agency with fiscal resources for its operational requirements, to the extent that such goals and objectives are consistent with and in the best interests of the Township.

C. Township officials and employees shall cooperate fully with the Agency to accomplish the goals and objectives of the Agency.

Section 810. Agency Powers and Duties. The powers and duties of the Agency, its officials, employees and representatives, shall be as set forth in this Part, the Agreement and the other laws, regulations and instruments governing its organization and operation.

Section 811. Property. All property shall be acquired, managed, or disposed of pursuant to the Agreement in accordance with the terms of the Agreement. No acquisition of real property or real estate is authorized.

Section 812. Agency Employees. Although there is no current authority for Agency employees, in the event the Agency is subsequently granted authority by the participating municipalities to hire employees, then the Agency shall be empowered to enter into contracts for policies of group insurance and employee benefits for its employees."

SECTION 2. Any and all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provision.


SECTION 3. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason, declared to be illegal, unconstitutional or invalid by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Board of Supervisors of Tilden Township, Berks County, Pennsylvania, hereby declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.


SECTION 4. This Ordinance shall become effective at the earliest date permitted by law.

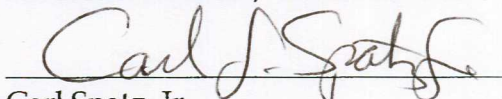
SECTION 5. The Code of Ordinances, as amended, of Tilden Township, Berks County, Pennsylvania shall be and remain unchanged and in full force and effect except as amended, supplemented, and modified by this Ordinance. This Ordinance shall become a part of this Code of Ordinances upon adoption.

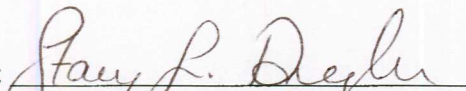
DULY ORDAINED and ENACTED as an Ordinance this 8th day of May, 2014.

BOARD OF SUPERVISORS
TILDEN TOWNSHIP


Gene Schappell, Chairman


Frederick Herman, Vice Chairman


Carl Spatz, Jr.

Attest: 
Stacy L. Degler, Assistant Secretary

[SEAL]

TILDEN TOWNSHIP, BERKS COUNTY, PENNSYLVANIA
JOINDER IN BERKS COUNTY EMERGENCY RESPONSE TEAM
AGENCY AGREEMENT

As authorized by Ordinance No. 217 of Tilden Township, Berks County, Pennsylvania, enacted this 8th day of May, 2014, Tilden Township hereby joins in the Berks County Emergency Response Team Agency Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A".

Dated this 8th day of May, 2014

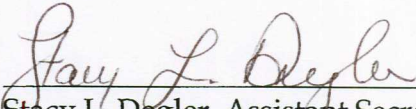
TILDEN TOWNSHIP
Berks County, Pennsylvania

By: Gene L. Schappell
(Vice) Chairman

Attest: Faye L. Depler
(Assistant) Secretary

MUNICIPAL CERTIFICATION

I, Stacy L. Degler, Assistant Secretary of Tilden Township, Berks County, Pennsylvania, do hereby certify that the foregoing Ordinance No. 217 was advertised in the *Reading Eagle*, a daily newspaper of general circulation in Tilden Township, on Tuesday, April 22, 2014, and was duly enacted and approved as set forth at a Regular Meeting of the Board of Supervisors held on May 8, 2014.



Stacy L. Degler, Assistant Secretary

[SEAL]

EXHIBIT A
BERKS COUNTY EMERGENCY RESPONSE TEAM AGENCY AGREEMENT

BERKS COUNTY EMERGENCY RESPONSE TEAM AGENCY AGREEMENT

THIS AGREEMENT is made by and among the following municipalities and police agencies located in Berks County, Pennsylvania and existing by virtue of the various municipal laws of Pennsylvania (the "Agency Members") on the dates indicated pursuant to the authority granted by the referenced ordinance, resolution or as otherwise appropriate:

Name and Address of Municipal Party	Date Agreement Signed	Ordinance/ Resolution No. and Date
County of Berks County Services Center Reading, PA 19601	5-29-08 (Joinder)	1-08 5-29-08
Borough of West Reading 500 Chestnut Street West Reading, PA 19611	3-18-08	969 3-18-08
Borough of Wyomissing 22 Reading Blvd. Wyomissing, PA 19610	3-11-08	1278 3-11-08
Township of Spring 2800 Shillington Road Sinking Spring, PA 19608	3-24-08	356 3-24-08
Township of Robeson 2889 Main Street Birdsboro, PA 19508	3-18-08	08-01 3-18-08
Township of Exeter 4975 DeMoss Road Reading, PA 19606	3-10-08	653 1-28-08
Township of Bern 1069 Old Bernville Road Reading, PA 19605	3-4-08	242 3-4-08
Township of Cumru 1775 Welsh Road Mohnton, PA 19540	3-18-08	675 3-18-08
Township of Amity 2004 Weavertown Road Douglassville, PA 19518	5-21-08	244 5-21-08

Township of Muhlenberg 5401 Leesport Avenue Temple, PA 19560	3-17-08	08-448 3-17-08
Borough of Shillington 999 E. Broad Street Shillington, PA 19607	4-10-08	1081 4-10-08
Berks-Lehigh Regional Police Dept. 127 Quarry Road Kutztown, PA 19560	_____	_____
Central Berks Regional Police Dept. 2147 Perkiomen Avenue Reading, Pa 19606	_____	_____

For and in consideration of the mutual covenants and obligations contained herein and intending to be legally bound hereby, the Agency Members agree as follows:

1. Formation and Operation of the Berks County Emergency Response Team (B.C.E.R.T.) Agency. The Agency Members hereby agree to the formation and establishment of a regional emergency response team named the "Berks County Emergency Response Team" (the "Agency") as authorized by the Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 P.S. Section 2301, et seq.), (the "Act") and the ordinances, resolutions or other authorizing actions of the respective parties as referred to above, which Agency shall have the powers and duties as provided in the above referenced ordinances or resolutions and this Agreement, consistent with the authority of the Act and other applicable laws. Agency Members agree and pledge each to the other, good faith cooperation in the exercise of the powers, duties and functions of the Agency.

2. Purpose. The purpose of this Agency is to carry out the powers and duties of political subdivisions as set forth in 42 Pa. C.S.A. Section 8951, et seq (the Municipal Police Jurisdiction Act) with assistance from non-municipal Agency Members in responses to emergencies in Berks County, Pennsylvania where a special police emergency response team is requested and needed, provided, however, that in the event the Agency receives funds from the United States Department of Homeland Security, it will respond to emergencies at such locations as said funding may require.

3. Membership. To become and remain an Agency Member, a municipality or police agency in Berks County, Pennsylvania shall adopt and maintain in effect an ordinance or resolution authorizing Agency membership in the form of the ordinances or resolutions referred to above, properly authorize and execute this Agreement and comply with all requirements of said ordinance or resolution, this Agreement and other properly adopted policies, including all financial requirements set forth in this Agreement; provided, however, that in the event the County of Berks shall become an Agency Member, it shall not pay any Initial or Annual Membership Fees as set forth in Section 4 below.

4. Membership Fees. All Agency Members shall pay a one time Initial Membership Fee at the time they execute this Agreement in the amount of One Thousand Dollars (\$1,000.00). In addition to the Initial Membership Fee, each Agency Member shall pay an Annual Membership Fee of One Thousand Dollars (\$1,000.00) per calendar year starting with calendar year 2008. The Annual Membership Fee shall be locked and remain \$1,000.00 per year for the first three (3) years of membership. Annual Membership Fees shall for each calendar year be payable on or before March 31st of that calendar year. The Initial Membership Fee for future new members and the Annual Membership Fee and any subsequent adjustments thereto after the expiration of the three (3) year period during which the Annual Membership Fee is locked at \$1,000.00 shall be determined by the Board of Chiefs based upon the budget of the Agency, operational needs of the Agency and income to the Agency from all sources, including but not limited to grants.

5. Term and Termination. A municipality or police agency shall remain as a member of the Agency for three (3) years commencing on the date of the enactment of its authorizing ordinance or resolution ("Initial Term"). Thereafter, the term of this Agreement shall automatically renew annually on the first day of each subsequent year ("Annual Term") unless an Agency Member withdraws from the Agency at the end of the Initial Term or subsequent Annual Term. An Agency Member must send a written notice of intent to withdraw from the Agency at least sixty (60) days prior to the end of the then current Term. Upon an Agency Member's termination of membership in the Agency, either through written notice as set forth above or as a result of the breach of this Agreement by an Agency Member, the Agency Member forfeits its right to all property belonging to the Agency and agrees to return same to the Agency.

6. Organization – Agency Board of Chiefs.

a. Governance. The Agency shall be governed by a "Board of Chiefs" consisting of the Chief of Police of each Agency Member or his/her full time police officer designee within his/her police department as appointed to the Agency by the Agency Member. Each member of the Board of Chiefs shall serve the Agency at the pleasure of the Agency Member that granted the appointment to the position as member of the Board of Chiefs.

b. Duties and Responsibilities. The Board of Chiefs shall carry out the business of the Agency and perform the necessary functions and exercise the stated powers of the Agency to meet the objectives of the Agency consistent with governing laws, ordinances, resolutions, and this Agreement without negatively impacting upon the daily operations of the police department from which the member of the Board of Chiefs is assigned. The Board of Chiefs shall establish rules, regulations, policies and procedures from time to time to govern the Agency's activities and the duties of the responding officers of the Agency Members.

c. Committees. The Agency shall have the right to establish committees from time to time from among the Board of Chiefs or their designees within their respective departments to assist with the conduct of Agency business. The Board of Chiefs Chairman shall appoint members to committees. Each committee will function until such time as its intended purpose is achieved or until dissolved by the Board of Chiefs Chairman.

7. Organization – Chairman and Vice-Chairman. Agency officers shall consist of a Chairman, Vice Chairman, and Secretary/Treasurer, who shall be elected by a majority vote of the Board of Chiefs present at the organizational meeting. The terms of office for the Chairman, Vice Chairman, and Secretary/Treasurer shall be two (2) years starting at the organizational meeting in January of 2008 and ending at the organizational meeting in January 2010. Thereafter, elections shall be held at the January organization meeting in every even year. Provided, however, the term of any member of the Board of Chiefs or officer of the Agency must remain a full time active duty police officer for one of the Agency Members, and provided further that such membership or office is limited to the term of the appointment of such police officer to the Board of Chiefs by the respective Agency Member.

8. Organization – Commander and Deputy Commander. The Agency shall also elect a Tactical Operations Commander and Deputy Commander who shall be elected by a majority vote of the Board of Chiefs present at the organizational meeting. The terms of office for the Tactical Operations Commander and Deputy Commander shall be two (2) years starting at the organizational meeting in January of 2008 and ending at the organizational meeting in January 2010. Thereafter, elections shall be held at the January organization meeting in every even year. Provided, however, the term of any Tactical Operations Commander and Deputy Commander of the Agency must remain a full time active duty police officer for one of the Agency Members, and provided further that such position is limited to the term of the appointment of such police officer to the Board of Chiefs by the respective Agency Member.

9. Meetings. The Agency shall conduct regularly scheduled meetings including an organizational meeting in January of every even calendar year. Times and places of the meetings are to be determined by the Agency. Notice of the times and places of the meetings shall be published annually. The Chairman or his designee may call a special meeting. Notice of all meetings and special meetings shall be advertised, with special meetings advertised at least twenty-four (24) hours prior to the meeting time, and in accordance with the Pennsylvania Sunshine Law. In addition, the Board of Chiefs shall be notified by telephone. Unless otherwise indicated herein, Robert's Rules of Order, Revised, shall cover all proceedings of the Agency.

10. Budget and Finance.

A. Responsibility for Agency Expenses. In addition to membership fees, each Agency Member shall be responsible for and shall be obligated to reimburse the Agency such sums as shall have been actually expended in pursuit of the authorized activities of the Agency, as set forth in the Agreement, which may be revised from time to time and as necessary by the Agency.

B. Purchases and Contracts. The Agency may acquire equipment, goods and services as it may determine are necessary and appropriate for the functions to be carried out by the Agency under and subject to the following conditions:

1. The Agency shall have no responsibility for expenses for services and materials to respond to an emergency situation in any municipality. Those expenses shall be the responsibility of the affected municipality responding organization or affected persons as the case may be.

2. No purchases or contract shall be made without authorization by the Board of Chiefs.

3. No contract shall be made for any equipment, goods, or services involving and expenditure of more than Two Thousand Five Hundred Dollars (\$2,500.00) without prior approval of the majority of the Board of Chiefs.

4. No purchases or contracts shall be made without complying with the requirements of Section 2308 of the Act.

5. The Agency shall be audited annually by a certified public accounting firm selected by the Board of Chiefs.

C. Fiscal Year. The fiscal year of the Agency shall be January 1 to December 31.

D. Budget. The Agency shall on or before September 30 of each year, prepare and submit to each Agency Member a proposed budget and appropriate amounts necessary for Agency business for the following year.

11. Police Officers Assigned to BCERT. Each Agency Member hereby specifically agrees to the following regarding Agency Member police officers assigned to the Agency (the "Officers"):

A. Tactical Officers shall attend two (2) days of training per month in Berks County, Pennsylvania. Tactical Officers shall also attend four (4) days of training in September of each year sponsored by the Northeast Chester Emergency Response Team at the Fort Dix Military Installation in Fort Dix, New Jersey. Crisis Negotiator Officers shall attend training one (1) day per month in Berks County, Pennsylvania. All training required pursuant to this Agreement shall be at the expense of the Agency Member and as approved by the Agency Member.

B. Agency Member Responsibilities. The Officers shall remain employees of the Agency Member and any salary, workers compensation benefits, heart and lung benefits and/or other benefits or other financial compensation for BCERT assignments and/or training shall be the responsibility of the Agency Member. Any injury received by an Officer while responding to, attending, or returning from activation, whether training or actual, with the Agency, shall be considered Agency Member work related and shall fall under the Officer's Agency Member employer rules, regulations and policies.

12. Insurance, Waiver and Indemnity. The Agency shall obtain appropriate policies of insurance providing coverage for the activities of the Agency, the Board of Chiefs, Tactical Operations Commander and the Deputy Tactical Operation Commander under this Agreement. Such policies shall contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Agency Member as to any and all causes of action or claims that may arise out of the activities of the Agency hereunder, provided that coverage containing such waiver of subrogation remains available. Each Agency Member hereby waives any and all claims against all other Agency Members and against the Agency, Board of Chiefs, Tactical Operations Commander and Deputy Commander which may arise out of the activities of the Agency while rendering services under this Agreement. For purposes of liability not covered by insurance protection, in actions arising out of this Agreement, the Agency Member(s) whose police officer's action or inaction gives rise to such uncovered liability shall be solely or proportionately, as the case may be, liable for judgments rendered against any such Agency Member in connection with services rendered to any Agency Member by the Agency or against the Agency for services provided to any Agency Member. The proportion of liability shall be equally divided among all implicated Agency Members at the time that the services in question were rendered. The implicated Agency Members hereby agree to indemnify and hold harmless all other Agency Members from any and all claims by third parties, suits, damages and losses, including costs and expenses and attorney fees incident to or rendering from any injury to any person or any damage to any property which may arise out of the implicated Agency Members' rendering of services under this agreement.

13. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purpose, and all immunities from liabilities enjoyed by the Agency Members within their respective boundaries shall extend to their participation in services outside their respective boundaries and within the geographical area served by the Agency.

14. Invalidity. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any part thereof.

15. Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

BOROUGH OF WEST READING

By: Nathalie Q. Kulesa

Attest: George Zimball

BOROUGH OF WYOMISSING

By:  _____

Attest: Marti Heir

TOWNSHIP OF SPRING

By: _____

Attest: _____

TOWNSHIP OF ROBESON

By: _____

Attest: _____

TOWNSHIP OF EXETER

By: _____

Attest: _____

TOWNSHIP OF BERN

By: _____


Attest: _____

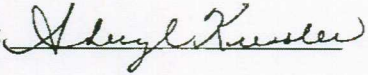
BOROUGH OF WYOMISSING

By: _____

Attest: _____

TOWNSHIP OF SPRING

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TOWNSHIP OF ROBESON

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TOWNSHIP OF EXETER

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TOWNSHIP OF BERN

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BOROUGH OF WYOMISSING

By: _____

Attest: _____

TOWNSHIP OF SPRING

By: _____

Attest: _____

TOWNSHIP OF ROBESON

By: R. K. Lee

Attest: Gale D. Brown

TOWNSHIP OF EXETER

By: _____

Attest: _____

TOWNSHIP OF BERN

By: _____

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BOROUGH OF WYOMISSING

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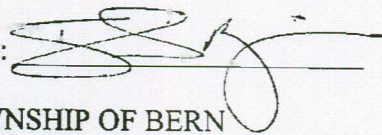
TOWNSHIP OF ROBESON

By: _____

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TOWNSHIP OF EXETER

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TOWNSHIP OF BERN

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BOROUGH OF WYOMISSING

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TOWNSHIP OF SPRING

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TOWNSHIP OF ROBESON

By: _____

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TOWNSHIP OF EXETER

By: _____

Attest: _____

TOWNSHIP OF BERN

By: Bryd a Wgn

Attest: Dina R. Jones

TOWNSHIP OF CUMRU

By: _____

Attest: _____

TOWNSHIP OF AMITY

By: _____

Attest: _____

TOWNSHIP OF MUHLENBERG

By: _____

Attest: _____

BOROUGH OF SHILLINGTON

By: _____

Attest: _____

BERKS-LEHIGH REGIONAL
POLICE

By: _____

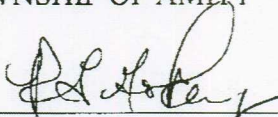
Attest: _____

TOWNSHIP OF CUMRU

By: _____

Attest: _____

TOWNSHIP OF AMITY

By:  _____

Attest:  _____

TOWNSHIP OF MUHLENBERG

By: _____

Attest: _____

BOROUGH OF SHILLINGTON

By: _____

Attest: _____

BERKS-LEHIGH REGIONAL
POLICE

By: _____

Attest: _____

TOWNSHIP OF CUMRU

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TOWNSHIP OF AMITY

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TOWNSHIP OF MUHLENBERG

By: *[Signature]*

Attest: *[Signature]*

BOROUGH OF SHILLINGTON

By: _____

Attest: _____

BERKS-LEHIGH REGIONAL POLICE

By: _____

Attest: _____

TOWNSHIP OF CUMRU

By: _____

Attest: _____

TOWNSHIP OF AMITY

By: _____

Attest: _____

TOWNSHIP OF MUHLENBERG

By: _____

Attest: _____

BOROUGH OF SHILLINGTON

By: Michael S. Moring

Attest: Janet M. Boyd

BERKS-LEHIGH REGIONAL
POLICE

By: _____

Attest: _____

CENTRAL BERKS REGIONAL
POLICE

By: _____

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Attest: _____

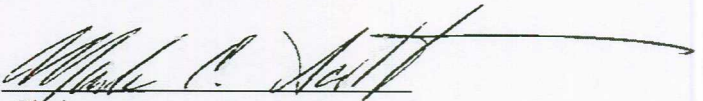
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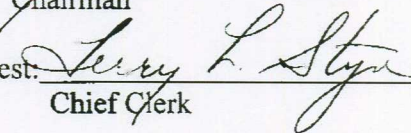
COUNTY OF BERKS JOINDER IN
BERKS COUNTY EMERGENCY RESPONSE TEAM
AGENCY AGREEMENT

As authorized by Ordinance No. 1-08 of the County of Berks enacted this 29th day of May 2008, the County of Berks hereby joins in the Berks County Emergency Response Team Agency Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A."

Dated this 29th day of May, 2008.

COUNTY OF BERKS

By: 
Chairman

Attest: 
Chief Clerk

**BOROUGH OF FLEETWOOD JOINDER IN
BERKS COUNTY EMERGENCY RESPONSE TEAM
AGENCY AGREEMENT**

As authorized by Ordinance No. 582 of the Borough of Fleetwood, Berks County, Pennsylvania, enacted this 14th day of March, 2011, the Borough of Fleetwood hereby joins in the Berks County Emergency Response Team Agency Agreement, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A".

Dated this 14th day of March, 2011.

BOROUGH OF FLEETWOOD

By: *Alexander J. Apple*
President

Attest: *Debra S. Lindeman*
Secretary