MUTUAL AID AGREEMENT BETWEEN

THE CITY OF LANCASTER (ACTING THROUGH ITS LANCASTER BUREAU OF FIRE)
AND
LEBANON COUNTY (ACTING THROGUH LEBANONCOUNTY'S SPECIAL OPERATIONS)

I. PURPOSE

This Mutual Aid Agreement ("Agreement") is entered into between the City of Lancaster and its Lancaster Bureau of Fire ("LBF") and Lebanon County and its Lebanon County Special Operations ("LCSO'[1]) for the purpose of establishing a framework for cooperation and coordination in response to hazardous materials incidents occurring within Lancaster County, Pennsylvania.

The intent of this Agreement is to enhance regional response capabilities, ensure the protection of life, property, and the environment, and promote efficient utilization of specialized hazardous materials resources.

II. AUTHORITY

This Agreement is authorized under the laws of the Commonwealth of Pennsylvania, including but not limited to the Intergovernmental Cooperation Act (53 Pa.C.S. § 2301 et seq.), and applicable emergency management statutes and regulations.

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III. SCOPE

This Agreement governs the provision of hazardous materials response support by the LBF to incidents occurring within Lancaster County upon request by LCSO..

IV. DEFINITIONS

Hazardous Materials Incident: Any incident involving the release or potential release of a hazardous substance that poses a threat to public health, safety, or the environment.

Requesting Agency: Lebanon County Special Operations.

Assisting Agency: Lancaster Bureau of Fire.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources.

V. ACTIVATION AND REQUEST PROCEDURES

1. Requests for assistance shall be made by LCSO through the Lancaster County-Wide Communications Center or other established inter-county communication channels.
2. Requests should specify the type and level of resources needed.
3. Lancaster Bureau of Fire resources may be deployed based on availability and operational readiness.
4. All deployments shall be documented through appropriate dispatch and incident reporting systems.

VI. COMMAND AND CONTROL

1. All operations shall be conducted under the National Incident Management System (NIMS) and Incident Command System (ICS).

2. LCSO shall retain operational control of hazardous materials functions during incidents in which they request assistance under this Agreement.

3. LBF personnel assigned as Hazardous Materials Technicians shall operate under the direction of the LCSO's Officer in Charge (OIC) within the established ICS structure.

4. Lebanon County Special Operations will function as the Hazardous Materials Group under the Incident Command structure of the Authority Having Jurisdiction (AHJ).

5. LBF personnel may function in roles including, but not limited to:

    - Entry Team Member(s)
    - Decontamination Team Member(s)
    - Technical Specialist(s)

VII. RESPONSIBILITIES

A. Lebanon County Special Operations

- Serve as the primary requesting agency.
- Coordinate the request for assistance and provide situational awareness.
- Ensure integration ofLBF personnel into the incident command structure.
- Provide liaison support as needed.

B. Lancaster Bureau of Fire

- Provide trained and certified hazardous materials personnel only; no specialized hazardous materials equipment shall be deployed under this Agreement unless otherwise mutually agreed in advance.
- Ensure that only personnel certified to the Hazardous Materials Technician level (or

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higher), in accordance with OSHA 29 CFR 1910.120 (HAZWOPER) and applicable Pennsylvania standards, respond to requests under this Agreement.

- Ensure that all responding personnel maintain current annual hazardous materials medical evaluations (physicals), coordinated through the Lancaster County Local Emergency Planning Committee (LEPC).
- Operate in accordance with OSHA (where applicable to the LBF), EPA, and applicable state regulations.
- Maintain operational readiness and personnel qualifications.
- Coordinate with Lebanon County Special Operations regarding tactical operations.

VIII. LIABILITY AND IMMUNITY

Each party shall be responsible for the acts and omissions of its own personnel. Nothing in this Agreement shall be construed to waive any immunities or protections afforded under Pennsylvania law, including the Political Subdivision Tort Claims Act.

IX. WORKERS' COMPENSATION

Each party shall be responsible for providing workers' compensation coverage for its own personnel in accordance with applicable laws and regulations.

X. COST RECOVERY AND REIMBURSEMENT

I. I. It is anticipated and expected that LBF will be reimbursed for its costs associated with response services performed under this agreement. Unless otherwise agreed upon in writing, each party shall bear its own costs associated with response under this Agreement. Reimbursement for personnel hours of Lancaster Bureau of Fire members shall be coordinated through the Lancaster County Local Emergency Planning

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Committee (LEPC).

II. LCSO is responsible for its own costs associated with service calls performed under this agreement. In the event that cost recovery for any services provide hereunder by either LBF or LCSO is pursued by LEPC from a responsible party, all recovery efforts shall be conducted in accordance with the South-Central Task Force Hazardous Materials Cost Recovery Program.

III. For cost recovery purposes, Lancaster Bureau of Fire shall provide hourly salary rates for responding personnel to Lebanon County Special Operations to support documentation and billing.

IV. Any extraordinary expenses may be subject to reimbursement upon prior approval.

XI. TRAINING AND EXERCISES

The parties agree to cooperate in joint training and exercises to enhance interoperability, readiness, and operational effectiveness.

XII. TERM AND REVIEW

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of one **(1)** year.

This Agreement shall renew automatically for additional one-year periods .

Notwithstanding the forgoing, either party may terminate this Agreement with thirty (30) days written notice to the other party.

XIII. AMENDMENTS

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This Agreement may be amended at any time by mutual written consent of both parties.

XIV. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XV. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

XVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Aid Agreement as of the dates set forth below.

FOR THE CITY OF LANCASTER

Name: _____

Title: Mayor_____

Signature: _____

Date: _____

FOR LEBANON COUNTY

Name: _____

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Title: .....

Signature: _____

Date: _____

XVII. OPTIONAL APPROVALS (IF REQUIRED)

County/Legal Review: _____

Emergency Management Approval: _____

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