

MUTUAL AID AGREEMENT

R3-2005

THIS AGREEMENT, made this 10th day of February, 2005, by and between the Municipalities of the County of Chester, Commonwealth of Pennsylvania, duly existing under the laws of the Commonwealth of Pennsylvania.

WITNESSETH, as follows:

WHEREAS, the said Municipalities are responsible for the health, safety and welfare of their residents; and

WHEREAS, the said Municipalities are empowered by the Legislature to enter into contracts to provide adequate levels of protection from emergencies for their Municipalities; and

WHEREAS, the Municipalities have determined that the mutual sharing of emergency services resources can provide for a high level of protection from emergencies for their residents;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, intending to be legally bound do covenant and agree, as follows:

ARTICLE I: Scope of Services

The parties hereto agree to allow their individual emergency service departments, to provide protection in the form of assistance to other Municipalities who are parties to this AGREEMENT and their emergency services departments, in accordance with the terms and conditions set forth herein. The parties agree to allow their emergency services departments to provide apparatus and manpower for this purpose when requested to do so by any party hereto, who may be in need of such services.

Services of this type shall be provided when requested by the senior available elected official or his/her designee, of the Municipality requesting such mutual aid. The assistance requested can include all normal response of Fire, Police, and Rescue, in addition to those services specifically defined in the Emergency Management Services Code, Act of November 26, 1978, P.L. 1332, Mo. 323 35 Pa.C.S.A. Section 7101, et seq.

ARTICLE II: Command Authority

The Chairman of the municipal governing body and/or the designated Emergency Management Agency representing the Municipality to which mutual aid is being furnished shall be in charge of all emergency operations within his or her municipality. Any municipality initiating response to another municipality under the terms of this AGREEMENT shall fall under the command authority of the officer in charge of the emergency operation to which they are responding during the course of rendering the requested assistance.

It shall be the responsibility of the officers of each municipal Emergency Management Agency to determine numbers and types of assistance that shall respond when requested. These officers shall also be responsible to notify those Emergency Management

agencies that provide mutual aid, in writing, of their responsibilities and duties in responding to mutual aid assistance requests.

ARTICLE III: Compensation and Insurance

The parties hereto agree to provide Workers' Compensation, or other sufficient insurance to cover their own emergency services personnel as they undertake emergency operations within and without their municipalities under the terms of this AGREEMENT. Mutual aid responses made by any department under this AGREEMENT shall be recognized as authorized responses of those departments by their municipalities. Municipalities who are parties to this AGREEMENT shall also provide or cause their Emergency Management agency to furnish adequate Liability Insurance to cover their respective emergency service personnel and apparatus during responses to mutual aid assistance requests. Municipalities receiving mutual aid pursuant to this AGREEMENT are relieved of any liability incurred by emergency services agencies other than their own.

Except as herein provided, no party hereto shall be required to reimburse another municipality or its emergency services agencies for mutual aid service rendered hereunder.

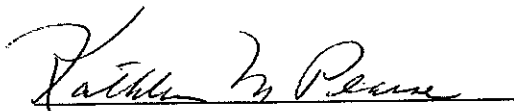
ARTICLE IV: Term of Agreement

This AGREEMENT shall be effective upon execution, as evidenced below, by the authorized officials of the respective parties hereto, and shall continue in full force and effect until terminated. Any party wishing to terminate their involvement in this AGREEMENT may do so by notifying all other parties hereto, in writing, of their intent to withdraw at least ninety (90) days prior to the date of termination. Withdrawal by any party from this AGREEMENT shall not affect the responsibilities and duties of the remaining parties hereto.



If a Municipality who is not a party to this AGREEMENT requests assistance, the municipality asked to render aid may do so solely at its discretion and may charge the requesting municipality whatever fees the assisting municipality deems reasonable.

IN WITNESS WHEREOF, the said party hereunto set their hands and seals the day and year above written.

For the County of Chester



Kathleen M. Pearce
Chief Clerk


Donald A. Mancini, Chairman
Carol Aichele, Commissioner
Andrew E. Dinniman, Commissioner

DES ✓
PD ✓

RESOLUTION No. 3-2005

NOW, THEREFORE, BE IT RESOLVED by the *Board of Supervisors of the Township of Honey Brook, County of Chester, Commonwealth of Pennsylvania* adoption of the County Wide Mutual Aid Agreement.

ADOPTED this 13 day of April 2005

Chairman

Gregory H. Cary
Vice Chairman

Donald Johnson
Member

ATTEST:

Date: April 13, 2005

Mary Brown
(Secretary)