

RESOLUTION #5-1998

BE IT RESOLVED, by the authority of the Board of Supervisors
(Name of governing body)
_____ of the Township of Honey Brook ;
(Name of Municipality)
Chester County, and it is hereby resolved by authority of the same, that

the Roadmaster of said Municipality be authorized and directed to sign
(Designate official title)

the attached Agreement on its behalf and that the Secretary/Treasurer be EMJ
(Designate official title) 2/11/98

authorized and directed to attest the same.

ATTEST:

Honey Brook Township
(Name of Municipality)

Ruby M. Witman
(Signature & designation of official title)
Secretary/Treasurer

By: Dallas D. Fore
(Signature & designation of official title)
Chairman

(SEAL)

I, Ruby M. Witman, Secretary/Treasurer
(Name) (Official title)
of the Township of Honey Brook, do hereby certify that the
(Name of governing body and municipality)

foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Supervisors, held the 14th day of January, 1998.
(Name of governing body)

Date: January 14, 1998

Ruby M. Witman
(Signature & designation of official title)
Secretary/Treasurer

Note: A separate Resolution must be completed and included for each municipality listed as a party in this Agreement.

AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT, made and entered into this 2nd day of January, 1998, by and between the **HONEY BROOK FIRE COMPANY**, Honey Brook, Pennsylvania, and the **BOARD OF SUPERVISORS OF HONEY BROOK TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA**.

The Honey Brook Fire Company for and in consideration as set forth herein agrees to render fire protection services to all residents of the Township of Honey Brook, Chester County, Pennsylvania for the calendar year in which this Agreement has been executed as set forth above.

In consideration of said services, Honey Brook Township agrees to pay to the Fire Company the sum of \$1.00 for the one year service.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Attest:

**HONEY BROOK TOWNSHIP
BOARD OF SUPERVISORS**

Ruby M. Pittman
Secretary/Treasurer

Arthur J. [Signature]

Dallas D. Foef

Michel A. Jany

HONEY BROOK FIRE COMPANY

John W. Jacobus Jr.
Ronald S. Shleg

**AGILITY AGREEMENT
BACKGROUND:**

- A. The Department is undertaking an organizational research and development project, known as the Agility Project, to explore mutually beneficial ways to deliver highway maintenance services on state and local roads.
- B. A pilot phase for the Agility Project is being conducted for a one-year period and will involve the undertaking of maintenance activities on state and local roads in 15 pilot areas throughout the Commonwealth. Upon conclusion of the pilot phase, the Department will evaluate future expansion based on pilot results and proceed accordingly.
- C. The MUNICIPALITY(IES) identified has(have) the equipment, materials, and/or personnel available and ready to provide the activities identified in paragraph two of the agreement on both its own roads and state highways in a prompt and efficient manner.
- D. The DEPARTMENT has the equipment, materials, and/or personnel available and ready to provide the activities identified in paragraph two of the agreement on both its own roads and those under the MUNICIPALITY's(IES') jurisdiction in a prompt and efficient manner.
- E. The DEPARTMENT and the MUNICIPALITY(IES) are desirous of participating in the Agility Project to enhance services to the motoring public and are entering into this Agreement to identify the activities which each party may perform as a member of an Agile Maintenance Enterprise (AME) and their respective rights and obligations.

AGILITY AGREEMENT TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto for, in consideration of the mutual promises hereinafter set forth, with the intention of being legally bound hereby agree as follows:

1. The MUNICIPALITY shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The MUNICIPALITY's(IES') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the MUNICIPALITY's(IES') roads.

2. The DEPARTMENT shall, using its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others, in accordance with applicable provisions of the DEPARTMENT's Specifications; Publication 408 (1994) and its amendments and supplements; the policies and procedures set forth in the DEPARTMENT's MORIS Highway Maintenance Foreman's Manual, Publication 113; and all applicable provisions of the DEPARTMENT's Publication 203, entitled "Work Zone Traffic Control", which publications are all incorporated herein by reference as though physically attached, and in good workmanlike manner, provide on state and local highways the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the MUNICIPALITY(IES) under this Agreement. The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the MUNICIPALITY's(IES') provision of maintenance activities which it is providing under this Agreement on state highways.

3. The DEPARTMENT and the MUNICIPALITY(IES) agree, acknowledge, and understand that each party undertakes its responsibilities independently and that its employees and/or lessors shall not be considered employees of the other party for purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it

indemnify, defend, or save harmless the MUNICIPALITY(IES) for the negligent acts of the DEPARTMENT's employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.. The MUNICIPALITY(IES) shall not be liable, nor shall it/they indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the MUNICIPALITY's(IES') employees and/or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.

4. Activities undertaken by any/all parties under this Agreement on the other party's roadways shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and workmanlike manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. Neither/No party shall be obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being performed within its jurisdiction by another party.
5. The following designated contract provisions are hereby incorporated by reference as though set forth in full herein:
 - "Commonwealth Nondiscrimination Clause", dated November 19, 1985
 - "Contractor Integrity Provisions", dated December 20, 1991
 - "Provision Concerning the Americans with Disabilities Act" dated February 3, 1993
6. This document may be executed by the parties signatory hereto in counterpart; such execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.