

**MUTUAL AID FIRE FIGHTING ASSISTANCE AGREEMENT
BETWEEN LINGOHOCKEN FIRE COMPANY
AND THE BOARD OF FIRE COMMISSIONERS
HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1**

Article 1: Scope of Service

The Parties hereto agree to allow their individual Emergency Services Departments, to provide protection in the form of assistance to other agencies 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, which may be in need of such service. Services of this type shall only be provided when requested by the agency's Incident Commander or their designee requesting such aid and shall further include all normal response of Fire.

Article 2: Command Authority

The District Fire Chief of the Fire District or municipality and/or the designated Emergency Management Office representing the municipality to which the mutual aid is being furnished shall be in charge of all emergency operations within their municipality. Any agency initiating response to another agency under the terms of this AGREEMENT shall fall under the command authority of the Incident Commander of the emergency operations to which they are responding during the course of rendering the requested assistance. It shall be the responsibility of the officers of each municipal Fire and Emergency Management Office to determine numbers and types of assistance that shall respond when requested, as well as what types of emergency calls. These officers shall be responsible to notify those Emergency Management Agencies that they earmark to provide mutual aid, in writing, of their duties and responsibilities in responding to mutual aid assistance requests.

Article 3: Compensation and Insurance

The Parties hereto agree to provide Worker's Compensation, or other sufficient insurance to cover their own emergency service personnel as they undertake emergency operations within and outside of 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 provide Errors and Omissions Insurance coverage for the officers and members of their individual departments.

The Parties hereto agree to furnish adequate liability incurred by emergency services agencies other than their own. No Party hereto shall be required to reimburse another municipality or its emergency services agency.

Specific to this AGREEMENT, pertaining to Hazardous Materials Incidents: At any specific target hazard or at any incident dispatched as, or deemed to be, a Hazardous Materials Incident, included but not limited to spills, leaks, fires, ruptures, and/or explosions in, at, or on, any land, waterway, railway, and/or roadway on or within the municipal boundaries of the Parties to this AGREEMENT. In Hazardous Materials Incidents where the responsible Party or Parties is identified, each agency signing this AGREEMENT will bill the Party or Parties directly for services rendered as per federal law. If the Party or Parties is not identified and it becomes necessary to see federal funding, the municipality where the Hazardous Material Incident took place will see such reimbursement with the intent of providing equitable distribution to ONLY those agencies directly involved in the mitigation of the Hazardous Materials Incident.

Article 4: Effects of Agreement

The Parties hereto agree to bind themselves to the terms of this AGREEMENT. No legal liability shall be imposed upon the said Parties, or their Fire Departments, except those concerning compensation, liability and other insurance as set forth in Article 3, herein.

Article 5: Terms of Agreement

This AGREEMENT shall be effective upon arrival, 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, in writing, at least Ninety (90) Days prior to the date of termination. Withdrawal by any Party from this AGREEMENT

shall not affect the duties and responsibilities of the remaining Parties hereto. Upon withdrawal, no mutual aid assistance shall be provided to or by any Party, pursuant to this AGREEMENT, after said Party has withdrawn from this AGREEMENT.

IN WITNESS THEREOF, the said Parties hereunto set their hands and seals the Month, Day, and Year stated below.

HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1

BOARD OF FIRE COMMISSIONERS

By: 

Title: Chairman

Date: 2/2/17

By: 

Title: Treasurer

Date: 2/2/17

LINGOHOCKEN FIRE COMPANY

By: 

Title: Chief 35

Date: 1-3-17

By: 

Title: PRESIDENT

Date: 1-3-17