

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of April, 2003, by and between the Borough of Tamaqua and the Township of Schuylkill, political subdivisions of the County of Schuylkill, Commonwealth of Pennsylvania.

WHEREAS, the said municipalities are geographically located adjacent to or in close proximity to each other; and

WHEREAS, the said municipalities have determined that the cooperation of the fire companies in each of the same municipalities by crossing their respective boundary lines will increase the ability of each municipality to protect and serve the residents of the entire area.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants and conditions herein, promise and agree with each other as follows:

SECTION 1. SCOPE OF SERVICES

1. The parties agree and authorize the fire companies in their respective municipalities to furnish stand-by aid and actual aid and assistance in fire and rescue protection upon request of the other and to assist each other in the fighting of fires and any other emergencies in each other's respective communities by supplying equipment and apparatus as well as manpower.
2. The Fire Chief and/or the Officer In Charge shall be in charge of all emergency operations within his or her municipality. However, the Fire Chief and/or the Officer In Charge representing the fire department which is providing mutual aid shall continue, at all times during the providing of mutual aid assistance under this

Agreement, to have direct control and supervision over all the members of his or her fire department.

3. It shall be the responsibility of the Fire Chief and/or Officer in Charge to determine the number and type of apparatus that shall respond when requested, as well as on what types of emergency calls. These officers shall also be responsible to notify the fire department providing mutual aid of their responsibilities and duties in responding to requests for mutual aid assistance. When assistance is required, both Fire Department's protocol will be adhered to.

4. Each municipality shall continue to be responsible for the equipment and firemen in their respective communities, among other things providing sufficient insurance including workmen's compensation and liability insurance. Mutual aid responses made under this Agreement shall be recognized as authorized responses of the fire departments by their Municipality.

SECTION 2. COMPENSATION AND INSURANCE

5. Each fire department shall independently and adequately insure its equipment against loss and damage, shall independently and adequately insure against its own liability for personal injury, death and property damage, and shall be fully responsible for any injury or death of its agents and/or personnel. The parties agree that the fire department assuming command control at the scene shall assume all liability for and hold all other parties harmless from all liabilities which arise out of command decisions or judgments made by the requesting fire department officers or personnel. Subject to the above, each fire department agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold the other parties hereto harmless therefrom, as to all actions relating to performance under this Agreement.

6. Neither Municipality nor fire department shall be required to reimburse the other Municipality or fire department for operating expenses incurred for mutual aid responses.

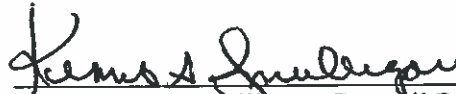
7. Each municipality shall be responsible for any claims resulting from improper or allegedly improper action of its firemen, and each municipality agrees to indemnify, defend and safe harmless the other municipalities from any claims asserted against the other municipalities by reason of improper or alleged improper or negligent actions of a municipality's firemen.

SECTION 3 **TERM AND EFFECT OF AGREEMENT**


8. This Agreement shall be effective upon approval, as evidenced below, by the authorized officials of the respective Municipalities and shall continue in full force and effect until terminated. Any party may terminate this agreement upon thirty (30) days written notice to the other party. Upon withdrawing from this Agreement, no mutual aid assistance shall be provided to or by that party, pursuant to this Agreement, after said party has withdrawn from the Agreement.

IN WITNESS WHEREOF, and intended to be legally bound hereby, and in accordance with the proper action of each of the governing bodies of the respective municipalities, the parties hereto have caused this instrument to be executed by their proper officials and their municipal seals affixed the day and hear first above written.

BOROUGH OF TAMAQUA


Kenneth A. Smulligan, Council President

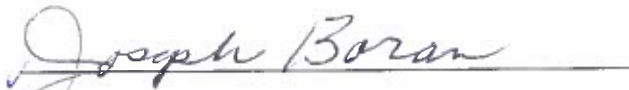
ATTEST:

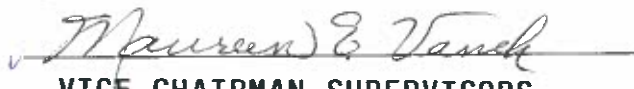

Georgia B. Depos
Borough Secretary


Stephen J. Bayer, Council Vice-President



Herman F. Lutz, Fire Committee Chairperson


TOWNSHIP OF SCHUYLKILL


CHAIRMAN SUPERVISORS


VICE CHAIRMAN SUPERVISORS

ATTEST:


SECT. TREASURER


SUPERVISORS