

RESOLUTION NO. 25 - 2003

**RESOLUTION AUTHORIZING WEST CHESTER TOWNSHIP TO ENTER INTO A
PUBLIC WORKS MUTUAL AID CONTRACT WITH MEMBER JURISDICTIONS OF
THE CENTER FOR LOCAL GOVERNMENT**

WHEREAS, the West Chester Township Board of Trustees recognizes that a natural disaster, calamity or tragedy can occur unexpectedly and challenge West Chester Township's resources and capabilities beyond routine service; and,

WHEREAS, the Center for Local Government, a not for profit consortium of local government member jurisdictions, has organized interest from its members to create a Public Works Mutual Aid contract; and,

WHEREAS, it is the expressed desire of the member jurisdictions of the Center for Local Government to agree to unite by contract for the purpose of rendering mutual aid, assistance, manpower and equipment, to each other in the event of emergency situations arising within their individual jurisdictions wherein their own Public Works resources is deemed inadequate; and,

WHEREAS, all member jurisdictions, participating in the contract, recognize that the citizens will be better served and protected both in life and limb as well as in property by having available the mutual aid, assistance, manpower and equipment of the other parties to this contract; and,

WHEREAS, the West Chester Township Board of Trustees acknowledges the value in being a Public Works Mutual Aid participant, the need in supporting our neighboring jurisdictions in times of disaster, and the need in assisting each other in restoring the quality of life for all citizens.

NOW THEREFORE, BE IT RESOLVED that the West Chester Township Board of Trustees does hereby agree to:

SECTION 1. Authorize the Township Administrator to enter into a Public Works Mutual Aid contract upon which the following terms and conditions apply:

Section a. No provision of this contract shall be construed to place liability upon any other party hereto for failure to respond to a request for assistance hereunder, if, in the sole discretion of the party being requested, their services are considered necessary to the community or are for which they are primarily responsible. Further, it is agreed that each party hereto bears the burden of protecting that area through which it gain its compensation and authority of jurisdiction, and that any decision to render aid to another party hereto requesting same must bear on this principle.

Section b. **REQUESTS FOR AID (By Whom Made)** A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made only by the Chief Administrative Officer or his/her designee(s) of a jurisdiction as a party to this contract.

Section c. **REQUESTS FOR AID (Manner)** A request for aid, assistance, manpower, or equipment under the provisions of this contract shall be made to the person or agency having the responsibility of dispatching such requested party on calls within its own area of jurisdiction. Such requests shall be made, insofar as practicable, in the following manner:

- a.) The authority requesting same will spell out specifically what aid, assistance, manpower, or equipment it requires;
- b.) They shall state the nature and location of the emergency where such aid is needed;
- c.) The respondent shall cause an entry of the request to be made on appropriate departmental records, stating the time, pieces of equipment, personnel and the duration of time each was utilized. A copy of the entry shall be forwarded to the Center for Local Government at the earliest convenience.
- d.) For the purpose of the above, each party hereto shall provide each of the other parties the name and public service number of the dispatching authority for the department. Such lists shall be combined into one item and distributed to all parties hereto as the need demands.

Section d. **CHARGES** No charge shall be made to or by any party to this contract for the services rendered under this contract unless agreed upon by the jurisdiction in advance, it being the expressed intention of the parties hereto that the sole consideration is the mutual promises, each to the other, of rendering aid, assistance, manpower or equipment.

No part of this contract, however, shall be construed as to avoid or nullify any other valid and existing contract which may be in effect between parties hereto or with parties not entering into this contract.

Section e. **DAMAGES – LOSSES – INJURIES** The parties hereto mutually agree that no party rendering aid, assistance, manpower, or equipment under the provisions of this contract shall seek damages or reimbursement for loss or injury to equipment from any party hereto requesting such aid, assistance, manpower, or equipment, except as hereinafter provided; further, that there shall be no reimbursement for any indemnity award or premium contribution assessed against the employing party for Workers' Compensation or other benefits arising by reason of injury or death to a member of a force of such party while engaged in rendering services under the terms of this contract, it being mutually agreed between the parties hereto that the responding party shall be solely responsible for any loss or damages sustained by third parties injured or damaged by any act of said responding party in rendering aid, assistance, manpower, or equipment under the terms of this contract.

Section f. **TERM OF CONTRACT** This agreement shall be in effect for a period of three (3) years from the effective date hereof and shall be automatically renewed for successive periods of three (3) years as to all parties, unless termination and notice to withdrawal is completed in accordance with the terms herein.

Section g. **TERMINATION** It is mutually agreed by the parties that any party may terminate this agreement at any time upon written notice served by registered mail to the other party sixty (60) days in advance of such effective termination. Such termination or withdrawal, however, shall not be deemed termination of the entire contact and agreement as to

the remaining parties hereto and as to those remaining, this agreement will continue in full force and effect with the mutual promise of such parties remaining as the consideration therefore.

Upon receipt of the notice of intent by registered mail from any party hereto, the Center for Local Government, the party designated as the official repository for this contract, will notify all other parties hereto of the details of such notice.

Section h. **IMPLEMENTATION** It is mutually agreed that this contract shall be implemented by the organization known as the Center for Local Government, as such group shall be responsible for distribution of the various instruments connected with same, and for acting, through its administrator, as the official repository for same and for sending notices to parties hereto as herein provided.

It is further mutually agreed that membership in the said Association is a prerequisite for being a party to this contract; such limitation being expressed within the limits of membership as hereinafter provided.

Section i. **PARTIES (Membership)** Shall be comprised of the members of the Center for Local Government

Section j. **EXECUTION** This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. All of the counterparts shall be filed with the administrator, of the Center for Local Government, who shall be deemed the official repository for this agreement and contract is accepted, together with the citation for providing who shall sign the counterpart binding said party.

The administrator of the Center for Local Government shall send to each party to this contract a certificate indicating the names of all parties to the same as soon as practicable after the effective date hereof.

Section k. **ADDITIONAL PARTIES TO CONTRACT** It is mutually agreed by the parties hereto that from time to time new parties to this agreement may be added, provided other requirements are met as specified herein, and further provided that all parties to this contract have been notified by the administrator of the Center for Local Government, by registered or certified mail, no later than thirty (30) days after their acceptance. The date of the initial term shall coincide with the then existing term of this contract, whether within the initial term or successive automatic renewal term hereof, and from that time shall be for the same term as other parties to this contract.

Section l. **EFFECTIVE DATE** This agreement shall become effective upon execution by the Chief Administrative Officer and will be effective on that date as to all parties who have executed the agreement in accordance with law and have returned same to the administrator of the Center for Local Government. The administrator, when making initial distribution of the agreement counterparts, shall indicate the dates forth herein to all parties.

Section m. SEPARABILITY OF CLAUSES It is mutually agreed by the parties hereto that should any part, section, clause or specification herein be decided unlawful or unconstitutional, the remaining parts, sections, clauses and specifications shall continue to operate as if independent thereof.

SECTION 2. Authorize the Township Administrator when warranted to negotiate non-substantive changes to the agreement that are in the best interest of West Chester Township and approved by the Law Director.

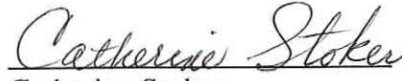
Adopted this 24th day of June, 2003.



David Tacosik

yes

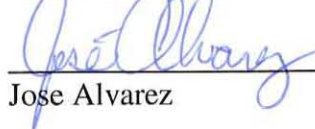
Yes / No



Catherine Stoker

YES

Yes / No




Jose Alvarez

yes

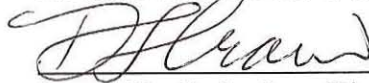
Yes / No

ATTEST:



Patricia Williams, Township Clerk

APPROVED AS TO FORM:



Donald L. Crain, Law Director

CERTIFICATE OF PUBLICATION

<hr/>		First Reading
Date	June 10, 2003	
<hr/>		Emergency Reading
Date		
<hr/>		Second Reading
Date	June 24, 2003	
<hr/>		First Publication (After Approval)
Date and Newspaper	June 30, 2003 Journal News	
<hr/>		Second Publication (After Approval)
Date and Newspaper	July 3, 2003 Pulse Journal	
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Date and Newspaper	July 7, 2003 Journal News	
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Date and Newspaper	July 10, 2003 Pulse Journal	
<hr/>		Certificate of Publication
Clerk Signature & Date	<i>Patricia Williams, 8/25/03</i>	