

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, made the 14 day of November, 1991, by and between the Adams County Board of Commissioners, represented by the Adams County Emergency Management Agency, 111-117 Baltimore Street, Room 6, Gettysburg, Adams County, Pennsylvania, 17325-2313, hereinafter referred to as "County" and the Boroughs and Townships of Adams County, all of which are political subdivisions of Adams County, by their duly elected and incumbent Borough Councils and Boards of Supervisors, hereinafter referred to as "the Political Subdivisions of Adams County", and more specifically referenced in Attachment I to this Agreement.

WHEREAS, pursuant to Section 7504 of the Emergency Management Services Code (35 Pa. C.S.A. Section 7101 et seq.), County and local coordinators of emergency management shall develop mutual aid agreements with adjacent political subdivisions for reciprocal emergency assistance, which mutual aid agreements shall be ratified by the governing bodies of the political subdivisions involved; and

WHEREAS, by mutual execution of this Agreement, the Political Subdivisions of Adams County desire and intend to formalize the agreements and arrangements relative to reciprocal emergency assistance by and between said Boroughs and Townships:

NOW, THEREFORE, WITNESSETH: that, with the foregoing recitals incorporated by reference herein and deemed essential parts hereof, and for and in consideration of the mutual promises and agreements contained herein, and intending to be legally bound hereby, the Political Subdivisions of Adams County hereby agree as follows:

1. The Political Subdivisions of Adams County agree to furnish Emergency Services, as defined in Section 102 of the Emergency Management Services Code as firefighters, police, medical and health, rescue, disaster warning, communications, shelter, evacuation and other named emergency response and recovery services, to each other upon request, upon a non-reimbursable basis. No Political Subdivision of Adams County shall present any claim of any nature against any other Political Subdivision of Adams County for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

2. This Agreement shall apply to the following circumstances and/or situations:

(a) The dispatch of emergency service equipment and/or personnel by one or more Political Subdivisions of Adams County in response to the occurrence or the threat of a man-made, natural or war-caused disaster;

(b) The distribution of materials, supplies, equipment and other forms of aid by and between the Political Subdivisions of Adams County;

(c) The staffing and equipping of an emergency operations center responsible for coordinating the emergency response activities of either one or more Political Subdivisions of Adams County affected by an actual or imminent disaster emergency;

(d) The dispatch of emergency service equipment, material and/or personnel by either one or more Political Subdivisions of Adams County in response to a Declaration of Local Disaster Emergency declared by either one or more Political Subdivisions of Adams County;

(e) Response to incidents (actual and imminent) which endanger the health, safety or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract or remove the danger caused by the incident;

(f) Participation in exercises, drills or other training activities designed to train personnel to prepare for, cope with, or prevent the occurrence of any disaster emergency.

3. Any dispatch by one or more Political Subdivisions of Adams County of emergency service equipment and/or personnel pursuant to this Agreement shall be subject to the following terms and conditions and shall be in accordance with the Adams County Emergency Management Agency and its Department of Communications System policies and procedures, including the Adams County Emergency Management Agency's contracted Hazardous Material Response Units:

(a) Any request for aid hereunder shall state the amount and type of equipment and/or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

(b) The responding organization shall report to the officer in charge of the requesting organization or his designee at the location to which the equipment and/or personnel are dispatched, but shall be subject to the orders and operational control of the responding organization's officer on scene.

(c) The responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within its normal emergency services area.

4. Plans for the orderly evacuation and reception of evacuees of one or more Political Subdivision of Adams County by the other Political Subdivisions, resulting from a disaster/emergency situation, shall be developed by representatives of the party Political Subdivisions and their local emergency management service organizations. Such plans shall include the manner of transporting evacuees, the number of evacuees to be received at different locations, the manner in which food, clothing, housing, and medical care will be provided, the registration of the evacuees, and all other relevant factors.

5. This Agreement shall become effective immediately upon its ratification by two or more of the Borough Councils and/or Boards of Supervisors of the Political Subdivisions of Adams County listed in Attachment I to this Agreement as evidenced by the execution of their respective Attachment II page with the Adams County Board of Commissioners. Duly authenticated copies of the respective Attachment II pages of the Agreement shall, at the time of their execution, be deposited with each of the other participating Political Subdivisions and with the Adams County Emergency Management Agency.

6. This Agreement shall continue in force and remain binding on each Political Subdivision which duly executes the same until its Borough Council or Board of Supervisors takes formal action to withdraw therefrom. Such action shall not be effective until thirty (30) days after notice of the withdrawal has been sent by the Political Subdivision desiring to withdraw to the other Political Subdivisions that are parties to this Agreement and the County.

IN WITNESS WHEREOF, the undersigned Political Subdivisions of Adams County, by their respective Borough Councils or Boards of Supervisors, as the case may be, as set forth on the attached pages of Attachment II, have duly executed this Mutual Aid Agreement for Emergency Services on the respective dates listed on those Attachment II pages.

ATTACHMENT I

This Mutual Aid Agreement for Emergency Services supersedes and replaces any earlier Mutual Aid Agreements between the various Political Subdivisions of Adams County. These "Political Subdivisions of Adams County" and the Parties to this Agreement, once they have acted in accordance with Paragraph 5, are:

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| 1. Borough of Abbottstown | 14. Township of Berwick |
| 2. Borough of Arendtsville | 15. Township of Butler |
| 3. Borough of Bendersville | 16. Township of Conewago |
| 4. Borough of Biglerville | 17. Township of Cumberland |
| 5. Borough of Bonneauville | 18. Township of Franklin |
| 6. Borough of Carroll Valley | 19. Township of Freedom |
| 7. Borough of East Berlin | 20. Township of Germany |
| 8. Borough of Fairfield | 21. Township of Hamilton |
| 9. Borough of Gettysburg | 22. Township of Hamiltonban |
| 10. Borough of Littlestown | 23. Township of Highland |
| 11. Borough of McSherrystown | 24. Township of Huntington |
| 12. Borough of New Oxford | 25. Township of Latimore |
| 13. Borough of York Springs | 26. Township of Liberty |
| | 27. Township of Menallen |
| | 28. Township of Mount Joy |
| | 29. Township of Mount Pleasant |
| | 30. Township of Oxford |
| | 31. Township of Reading |
| | 32. Township of Straban |
| | 33. Township of Tyrone |
| | 34. Township of Union |

ATTACHMENT II

The Municipality of Gettysburg Borough and the Adams County Board of Commissioners hereby agree to the attached "Mutual Aid Agreement For Emergency Services" to give emergency assistance to all the Municipalities of Adams County as stated in this Mutual Aid Agreement.

BOROUGH OF GETTYSBURG

ATTEST:

(Seal)

Sara L. Weaver

SARA L. WEAVER
BOROUGH SECRETARY

BY: J. William Ditzler

J. WILLIAM DITZLER

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VICE- PRESIDENT BOROUGH COUNCIL

ATTEST:

(Seal)

Brenda J. Constable

Brenda J. Constable,
Chief Clerk

BY: Robert W. Klunk

Robert W. Klunk,
President

MUNICIPAL EMERGENCY
MANAGEMENT AGENCY

ADAMS COUNTY EMERGENCY
MANAGEMENT AGENCY

BY: John D. Lawver, Jr.

Local E.M.A. Coordinator
JOHN D. LAWVER, JR.

BY: Richard L. Ketterman

Richard L. Ketterman,
Director/EMC