

## TARENTUM BOROUGH / ALLEGHENY LUDLUM

### MUTUAL AID AGREEMENT

WHEREAS, the undersigned believe it is desirable to enter into a written agreement establishing the terms and conditions under which the Fire Department, Fire Companies, Ambulance, and Rescue Service who become parties hereto shall provide mutual aid and assistance to each other.

NOW, THEREFORE, the undersigned, in consideration of the mutual covenants and promises contained herein, agree as follows:

1. The fire departments and companies which are parties hereto agree that they shall render unto each other, on a mutual basis, such fire-fighting services as shall be requested, subject to the conditions hereinafter set forth in the following sections and attached addendums.
2. Subject to the conditions set forth in the following sections, each of the undersigned authorizes fire department or fire departments as the case may be or company members, personnel and equipment to respond to calls for assistance made by any of the undersigned.
3. No fire department or company which is a party hereto shall be required to respond, wholly or in part, to a call for assistance made by any other party hereto if, in the sole discretion and opinion of the chief or line officer in charge for the time being of the fire department or company from whom assistance is requested, any one of the following conditions exists:
  - a. the fire department or company from whom assistance is requested is already engaged in rendering service at another fire;
  - b. the fire department or company from which assistance is requested is not prepared to render such assistance or the rendering of such assistance would be unduly burdensome, dangerous or expensive;
  - c. rendering the assistance would leave the fire department or company's usual service area without adequate protection;
  - d. the fire department or company from which assistance is requested has a previous commitment to answer an alarm, participate in training or to be engaged in such other activity as would make it unfeasible, unduly expensive, danger or burdensome to render such assistance; or
  - e. such other conditions as make it inadvisable or unduly burdensome, dangerous or expensive to render such assistance.
4. (a) The incident commander at the location of the fire shall communicate his instructions, directions, and requests directly to the chief or line officer in charge for the time being of any fire company from outside his municipality.

(b) The chief or officer in charge of an individual fire company responding from outside the municipality to a call shall accordingly be directly responsible for the specific duty assignment of the individual firemen and equipment from his own department or company in accordance with the general direction requests and direction given by the incident commander in charge of the initial hose fire company.

5. It is agreed that any party to this agreement may withdraw therefrom only upon giving written notice to the other parties here thirty (30) days prior to said withdrawal.
6. This agreement shall not be construed or interpreted to create a partnership, joint venture, association or other such entity or to result in any liability whatsoever being imposed upon any of the parties hereto as a result of the actions of any other party.
7. It is hereby covenanted and agreed that no municipality, its officials, officers, councilmen, agents, employees, supervisors, auditors, fire department(s), its officers or individual members shall be liable under this agreement for any damages for failure to furnish fire equipment, fire apparatus or sufficient numbers of men or for failure to do anything needful or proper in responding to, going to, attending or returning from any fire in pursuance of this agreement or extinguishing the same; nor shall the municipalities, its officials, officers, councilmen, agents, employees, supervisors, auditors, fire department(s), its officers or individual members be liable in damages or in any manner for carelessness, or negligence in failure to respond to any fire call or for any acts or failure to do any acts, in, under the pursuant to this agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties to this agreement have hereunto set their hands and seals as of this 16<sup>th</sup> day of March, 2009.

ATTEST:

  
Secretary


ATTEST:

  
Chief Fire Inspector

BOROUGH OF TARENTUM:

  
President

ALLEGHENY LUDLUM:

  
Plant Protection General Supervisor