

## MUTUAL AID AND ASSISTANCE AGREEMENT

**WHEREAS**, the safety and quality of life issues of the citizens of the State of New York is of the utmost importance to all levels of state, local government and emergency services; and

**WHEREAS**, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 seek to enter into a Mutual Aid and Assistance Agreement in order to provide for assistance to one another in an effort to reduce costs to our residents; and

**WHEREAS**, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 will agree to communicate to determine which mutual aid projects will be beneficial to both agencies; and

**WHEREAS**, pursuant to the Constitution of the State of New York, the Town of Halfmoon and the Halfmoon Waterford Fire District #1 are allowed to enter into mutual aid and assistance agreements which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during a circumstance as approved by the participants;

**NOW THEREFORE**, the parties agree as follows:

1. Pursuant to the terms and conditions set forth in this Agreement, the parties hereto shall cooperate to provide adequate mutual aid to another as mutually agreed upon.
2. Whenever employees and/or volunteers are rendering aid and assistance pursuant to this Agreement, such employees shall remain the responsibility of their respective agency and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographic limits of the Town.
5. To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligent acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.
6. This Agreement may be modified at any time upon the mutual written consent of the parties.

7. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

DATED: \_\_\_\_\_

BY: Kevin J. Tollisen  
Town Supervisor

DATED: \_\_\_\_\_

BY: Earl McMahon  
Chairman of the Board of Fire  
Commissioners

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