

**MUTUAL AID AND ASSISTANCE AGREEMENT FOR THE POLICE
DEPARTMENTS OF THE CITY OF PORT JERVIS AND
THE TOWN OF DEERPARK**

THIS AGREEMENT made and entered into this ___ day of _____, 20__ between the CITY OF PORT JERVIS, a municipal subdivision of the State of New York, 14-20 Hammond Street, P.O. Box 1002, Port Jervis, New York 12771, hereinafter “PORT JERVIS”, and the TOWN OF DEERPARK, a municipal subdivision of the State of New York, 420 Route 209, PO Box 621, Huguenot, New York, 12746, hereinafter “DEERPARK”.

WITNESSETH

WHEREAS, PORT JERVIS, as a city under the laws of New York State, has an operating Police Department, and

WHEREAS, DEERPARK, as a town under the laws of New York State, has a Police Department established pursuant to §150 of the Town Law of the State of New York, and

WHEREAS, the municipalities seek to enter a Mutual Aid and Assistance Agreement in order to provide for the sharing of resources, personnel and equipment in the event of an emergency that would require resources, personnel and equipment beyond what either municipality could provide on its own, and

WHEREAS, the municipalities already share facilities in the form of a firing range located on Canal Street in PORT JERVIS, and

WHEREAS, pursuant to the Constitution of the State of New York, Municipalities are allowed to enter into mutual aid and assistance agreement which may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services during an emergency,

NOW, THEREFORE, IT IS HEREBY AGREED by PORT JERVIS and DEERPARK as follows:

1. AGREEMENT – PORT JERVIS and DEERPARK agree that their Police Departments may supply resources, supplies, equipment, facilities, personnel and services upon request, as may be available and practicable, in the event of an emergency, if the Police Chief of either municipality deems it appropriate. The extent of the assistance shall be determined by the Police Chief of the municipality providing assistance.

2. RECALL – The municipality providing assistance shall hold back sufficient resources, supplies, equipment, facilities, personnel and services to maintain adequate services within its territory. The municipality providing assistance may recall any resources, supplies, equipment, facilities, personnel and services should the need arrive. The need to recall shall be determined by the Police Chief of the municipality providing assistance. When a determination to recall has been made, the municipality providing assistance shall give notice to the municipality receiving assistance of the recall as soon as practicable.
3. COMPENSATION – The municipality receiving assistance shall not be obligated to compensate the municipality providing the assistance or for the use of resources, supplies, equipment, facilities, personnel and services, including but not limited to the following:
 - A. Wages or withholding for unemployment;
 - B. Workers compensation; and
 - C. Payment of benefits.
4. WAIVER OF CLAIMS – PORT JERVIS and DEERPARK expressly waive any and all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this agreement.
5. CONTROL – In the event of an emergency that would cause this agreement to be used, the Police Chief of the municipality receiving assistance shall be in charge while assistance is provided. The Police Chief of the municipality providing the assistance shall advise and assist in the use of the resources, supplies, equipment, facilities, personnel and services.
6. PRIVILEGES AND IMMUNITIES – To the extent permitted by law, all privileges and immunities from liability which normally attach to the activities contained herein shall also apply to the activities of the municipalities while performing under this agreement.
7. CASUALTY – The effect of death, injury, or disability to any officer while acting pursuant to this agreement and beyond the normal geographic area of his/her Police Department shall be the same as if it occurred while acting within his/her normal capacity and with the normal geographic area of the Police Department.

8. INDEMNIFICATION – No municipality shall be liable for any lost property, damaged property, medical expenses, property replacement, or other damages that arise from performance of this agreement, made by any employee of the municipality providing assistance.
9. ADMINISTRATION – It is the intention of PORT JERVIS and DEERPARK that no separate or additional legal entity be created by this agreement to govern or facilitate performance hereunder. All administration of this Agreement shall be carried out by PORT JERVIS and DEERPARK only.
10. DISCHARGE OF PUBLIC DUTY – This Agreement shall not relieve any employee of PORT JERVIS and DEERPARK of any obligation or responsibility imposed by law except that performance must be in satisfaction of any obligation imposed by law.
11. VIOLATIONS – The personnel of the municipality providing assistance shall be permitted to issue appearance tickets and make arrests within the jurisdiction of the municipality receiving the assistance when such an act is observed. This shall include appearance tickets and arrests for violations, misdemeanors, and felonies. The matters shall be heard by the jurisdiction receiving assistance.
12. COMPLIANCE – PORT JERVIS and DEERPARK agree that each will comply with all applicable Federal, State, and Local Laws, Rules, and Regulations during the performance of this agreement.
13. REQUIRED PROVISIONS OF LAW – Each and every provision and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either municipality, this contract shall be amended to add same.
14. MODIFICATION – This Agreement constitutes the complete understanding of the parties. No modification of any provisions contained herein shall be valid unless they are in writing and signed by an individual duly authorized by each municipality.
15. NO ASSIGNMENT – In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, PORT JERVIS and DEERPARK are prohibited from assigning this agreement, its rights in this agreement, or its power to execute this agreement, to any other entity without the previous consent in of the other municipality. Such consent shall be in writing.

16. SIGNING – The undersigned have been duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the respective municipality.

CITY OF PORT JERVIS

TOWN OF DEERPARK

BY: _____

BY: _____

Russell Potter, Mayor

Karl A. Brabenec, Supervisor