Mutual Aid and Assistance Agreement

Between the Towns of Auburn and Chester

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions contained herein:

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

WHEREAS, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services; and

WHERES, the Towns of Auburn and Chester wish to provide mutual aid and assistance to one another in the area of building inspection and code enforcement services at appropriate times.

THEREFORE, pursuant to RSA 53-A:3, I, the Town of Auburn and Chester enter into this Agreement for reciprocal building inspection and code enforcement services, with this Agreement embodying the understandings, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith

withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under

this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VI of this Agreement.

SECTION I : LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY

A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the towns for a period not to exceed thirty (30) days.

B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

SECTION II: COST DOCUMENTATION

A. Personnel – Provider shall continue to pay its employees according to its then prevailing rules and regulations. At the conclusion of the period of assistance, the Provider shall document all additional direct and indirect payroll costs plus any taxes and employees benefits which are measured as a function of payroll (i.e.: FICA, unemployment, retirement, etc.), incurred as a result of the assistance.

B. Vehicle – Provider shall document any expense incurred for the use of either a municipally-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily posses if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrator while working in Auburn or by the _____ while working in the Town of Chester. However, the individual employees shall be subject to the personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues arising during the

period of the mutual aid assignment shall be addressed to the employing municipality of the individual, to be handled by that employing municipality.

SECTION IV: COMPLIANCE WITH R.S.A. 53-A:3

A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.

B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.

C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Auburn and the Town of Chester to fill in for each other as may be needed within the jurisdictions of Auburn and Chester, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.

D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Auburn and Chester. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.

E. By written notice from one governing board to another, this Agreement may be terminated with 30 days' notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.

F. This Mutual Aid Agreement shall be administered by the governing boards of Auburn and Chester, or their designees. The agreement specifies that the Auburn Board of Selectmen designates the Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.

G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Auburn and Chester as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Auburn or the Town of Chester.

SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employee is engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement, and shall be solely responsible for the premiums.

SECTION VI: IMMUNITY

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental functions. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available under law..

SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and 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. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. 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.

SECTION VIII: EFFECTIVE DATE

This Agreement shall take effect upon its approval by the governing boards of the Towns of Auburn and Chester and upon proper execution hereof. This agreement

shall remain in effect for two years from its execution, and can be renewed by joint action of the two governing boards.

IN WITNESS WHEREOF, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of their governing board, as of the date set forth in this Agreement.

Town of Chester

10/27/16
Jack Cannon

10/27/2016
Richard S. Trask

10/27/16
Cass Buckley

Stephen O. Lanahan, Chairman

TOWN OF AUBURN BOARD OF SELECTMEN TOWN OF CHESTER BOARD OF SELECTMEN

Town of Auburn

31 OCT 16
James Head

10/31/16
Richard Eaton

Dale Phillips 10/31

Witness:
Patricia Tymoniewicz

Witness: