

A RESOLUTION OF
CALN TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

RESOLUTION #2022-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CALN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING WITH CHESTER COUNTY FOR THE USAGE OF THE PUBLIC SAFETY TRAINING CAMPUS.

WHEREAS, Chester County Government owns and operates a Public Safety Training Center located at 137 Modena Road, Coatesville PA 19320, where various trainings and tactical facilities are located for use by the local public safety community, and

WHEREAS, Caln Township Police utilizes the facility for various training and educational opportunities that are provided in conjunction with the staff of Chester County Emergency Service, and

WHEREAS, Chester County Government requires that every agency that utilizes the facility agree to the rules and regulations outlined in the Memorandum of Understanding attached as an exhibit to this Resolution, and

WHEREAS, some of the issues described in the Memorandum of Understanding identify fees, training certification and insurance requirements necessary for the cooperative use of the Public Safety Campus.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF CALN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA AUTHORIZE THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING WITH CHESTER COUNTY FOR THE USAGE OF THE PUBLIC SAFETY TRAINING CAMPUS.

DULY ADOPTED THIS 31st day of March 2022.

ATTEST:

ON BEHALF OF
CALN TOWNSHIP
BOARD OF COMMISSIONERS

Kristen Denne, Township Secretary

Paul Mullin, President

Resolution 20122-16 A resolution authorizing the
Chief of Police to sign a
Memorandum of Understanding with
Chester County for the usage of the Public Safety Training Campus

RESOLUTION ACTION RECORD

Resolution Type: _____ No. _____

Pertaining to: _____

Duly adopted at a meeting of the Board of Commissioners held: _____

Motion by: _____ Seconded by: _____

	VOTE: YES	NO	ABSTAIN	ABSENT
_____ President: Mr. Mullin	_____	_____	_____	_____
_____ Vice President: Ms. Kennedy	_____	_____	_____	_____
_____ Commissioner Young	_____	_____	_____	_____
_____ Commissioner Tindaro	_____	_____	_____	_____
_____ Commissioner Evans	_____	_____	_____	_____

**MEMORANDUM OF UNDERSTANDING
FOR USE OF CHESTER COUNTY PUBLIC SAFETY TRAINING
CAMPUS FACILITIES**

1. Parties: This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the County of Chester, whose address is 313 West Market Street, West Chester, PA 19380, and Caln Township Police

2. Purpose: The purpose of this MOU is to establish the terms and conditions for use of the Public Safety Training Campus located at 137 Modena Road, Coatesville, Pennsylvania.

3. Term of MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than two years from that date. This MOU may be terminated, without cause, by either party upon two months written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.

4. Responsibilities of County: The County of Chester will provide access to the Training Campus Facilities and provide on-site staff personnel to assist with Campus access and facilities operations. Usage fees will be assessed as specified in the Campus Fee Schedule.

5. Responsibilities of Agency: The Caln Township Police agrees to payment as specified within the Campus Usage Fee Schedule, and agrees to provide the following information to the Public Safety Training Campus, 137 Modena Road, Coatesville, PA 19320, Attn: Director for Training and Development prior to use of the facility: valid training certificates for all agency Instructors who may be assisting with or conducting training, current roster for all personnel who will be participating, and assurance that Training Campus Rules and Policies will be strictly adhered to; will be provided to the County as requested or otherwise required.

6. General Provisions

A. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of the Commonwealth of Pennsylvania. The courts of the Commonwealth of Pennsylvania shall have jurisdiction over any action arising out of this MOU and over the parties and the venue shall be the Court of Common Pleas, Chester County, Pennsylvania.

C. Entirety of Agreement: This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity: The County of Chester and the
and their respective governing bodies do not waive their sovereign immunity or any immunity provided under the Pennsylvania Political Subdivision Tort Claims Act (42 Pa. C.S. Section 8541 et seq.), by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a

party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. Insurance and Indemnification: The Caln Township Police warrants that it maintains and shall continuously maintain commercial general liability insurance with policy coverage(s) that meets or exceeds the amount set forth above in Paragraph #5. The Caln Township Police agrees to release, indemnify, defend and hold harmless the County of Chester, its employees and officers from and against any and all claims, suits, actions liabilities, damages, losses, costs, or expenses, including but not limited to attorney's fees which the County may sustain or incur related to or on account of (1) any damage to or destruction of County property or equipment caused by the Caln Township Police; (2) any injury to or death of any person or persons arising in any manner out of the use of County Facilities and or Training Campus as a result of any error(s), omission(s), or other negligent, reckless or intentional acts, in whole or in part, of the Caln Township Police, its officers, employees and/or invited guests.

7. Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

County of Chester

J. Patrick Davis
Director for Training and Development

J. Patrick Davis
Director for Training and Development

Date

Chief Joseph G. Elias

March 31, 2022

Agency Representative

Date