

RESOLUTION 52-13
RESOLUTION AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE
AGREEMENT WITH PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between Municipalities, Counties, Law Enforcement Agencies Police, Emergency Medical Service, Fire Departments, Fire Companies or EMS organizations and Fire Departments situated in Fire Districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A-9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act”, N.J.A.C. 52:14 & 11 et seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et seq.; and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality to enter into a mutual aid and assistance agreement with the County of Gloucester and other Municipalities including (but not limited to) Municipal Police, Emergency Medical Service or Fire Departments, Volunteer Fire Companies or EMS organizations and/or Fire Districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Clayton, County of Gloucester that:

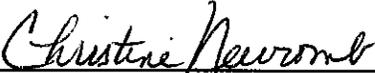
1. The Mayor and Borough Clerk are hereby authorized to execute and directed to enter into the Gloucester County Mutual Aid and Assistance Agreement between Participating Units, a copy of which: is attached hereto and made part hereof, on the terms and conditions contained herein.

2. The Mayor and Borough Clerk are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the County of Gloucester.

3. The Clerk of the Borough is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Gloucester County Department of Emergency Response, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

ADOPTED at a regular meeting of the Mayor and Council of the Borough of Clayton, which was held on February 14, 2013.

ATTEST:



CHRISTINE NEWCOMB, Clerk

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

THIS AGREEMENT shall commence upon signing of the parties set forth on Schedule A (attached hereto) all of which are either the County of Gloucester and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Services and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, and other jurisdictions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App. A9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52: 14E-11 et seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et seq., and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency; and

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WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. Mutual Aid and Assistance. Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:

- a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
- b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
- c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.
- d. Participating Units shall provide any and all resources of a municipality including police and fire, personnel equipment, and any other resources available by the municipality including but not limited to public works.

2. Request for Mutual Aid and Assistance

All requests for mutual aid and assistance shall be initiated through the Gloucester County Department of Emergency Response, Office of Emergency Management. The Gloucester County Department of Emergency Response, Office of Emergency Management shall immediately summon participating units to the scene of the emergency in accordance with the pre-established policies and procedures in effect at the time of the request. In the event of an unforeseen emergency which prevents prior notification to Gloucester County Department of Emergency Response, Office of Emergency Management and equipment of the participating unit has been deployed to another participating unit with a pre-existing agreement for service and is a

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contiguous jurisdiction, the Gloucester County Department of Emergency Response, Office of Emergency Management, will be notified by the participating unit which sends the equipment as soon as possible of the deployment and exactly what equipment has been deployed and the location of said equipment. Nothing within this Agreement should prohibit a participating unit from requesting assistance from another participating unit, as long as there is a pre-existing agreement for services and contiguous jurisdiction and provided that the Gloucester County Department of Emergency Response, Office of Emergency Management has been notified of the deployment and the whereabouts of the equipment.

- a. Each local jurisdiction shall develop a Municipal Mutual Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Gloucester County Department of Emergency Response, Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with New Jersey Fire Service Emergency Deployment Regulation N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

3. Incident Command and Authority at Emergency Scene. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State incident Management System N.J.A.C. 5:73-1.6(b).

4. No Charge for Use of Personnel or Equipment.

- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.

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- c. This agreement shall supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities) with the exceptions of agreements involving local fire mutual aid plans.
 - d. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:IE-5.3/N.J.S.A. 58:10-23.11e). Any reimbursement will be as set forth by the State of New Jersey and shall only be paid when the State submits funds accordingly.
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq.
5. Limitation of Providing Mutual Aid and Assistance. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
 6. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.
 7. Members Authority. The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
 8. Liability Insurance. Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, at all times during the term of this Agreement, the Participants shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the assistance to be performed pursuant to this Agreement.
 9. Term: Withdrawal. This Agreement shall commence upon signing by each of the

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Participating Units and shall continue full force and effect through December 31, 2016 and henceforth every five years thereafter. Any Participating Unit may withdrawal from this Agreement by providing other Participating Units, the Gloucester County Department of Emergency Services, the County Fire Coordinator, the County EMS Coordinator within sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.

10. Legal Authority. This Agreement shall not be construed to designate any Participating Unit as an Agent of the County or vice versa. All parties shall be deemed as independent contracting units and no employer/employee status or relationship shall be construed as flowing from this Agreement. This Agreement for mutual aid shall be viewed in accordance with Federal and New Jersey law.

11. Entire Agreement. This Agreement constitutes the entire: understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

The County of Gloucester, Municipality and/or Borough, which will be representing the Municipality, Borough and Municipal Police and/or local fire departments including volunteer fire companies or EMS organizations, and Fire Districts which should all represent a participating unit shall execute this Agreement and affix its corporate seal on the date indicated. By executing this Agreement, the Gloucester County Freeholder Director, Mayor, and representative of the Fire District all representing Participating Units hereby acknowledge that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this Agreement and made a part of this Agreement.

The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the ____ day of _____, 2013.

COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

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The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the _____ day of _____, 2013.

The Borough of Clayton has executed this Agreement on the 14th day of
(Borough/Municipality)

February, 2013.

Authorized Signature:  Official Title Mayor

Authorized Signature: Christine Newcomb Official Title Clerk