RESOLUTION 67– 2017
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. 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 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.S.A. 52:14E-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 Council of the Borough of Woodbury Heights 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 a 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 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.

BOROUGH OF WOODBURY HEIGHTS

BY: _____
ROBBIE J. CONLEY, MAYOR

ATTEST:

_____
JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular meeting held on the 19th day of July, 2017.

_____
JANET PIZZI, BOROUGH CLERK

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

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 during a county declared state of emergency. All requests for mutual aid and assistance for any type of asset shall be initiated through the Gloucester County Department of Emergency Response, Office of Emergency Management.

All Fire asset request shall be approved by the Gloucester County Fire Coordinator during a County State of Emergency. The Gloucester County Department of Emergency Response, Office of Emergency Management through the Gloucester County Fire Coordinator shall coordinate the deployment of participating Fire units to the scene of the emergency in accordance with the pre-established policies and procedures in effect at the time of the request.

The Gloucester County Department of Emergency Response, Office of Emergency Management shall coordinate the deployment of all other non-fire participating units to the scene of emergency or non-emergency in accordance with the pre-established policies and procedures in effect at the time of the request.

3. Request for Mutual Aid and Assistance during a non-County State of Emergency. In the event of an unforeseen emergency which prevents prior notification to Gloucester County Department of Emergency Response and equipment of the participating unit has been deployed to another participating unit with a pre-existing agreement for service and is a contiguous jurisdiction, the Gloucester County Department of Emergency Response, shall be notified by the deployed participating unit which sends the equipment, when the incident permits the participating unit shall report 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 has been notified of the deployment and the whereabouts of the equipment.

a. Each jurisdiction shall develop a local Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. If the local jurisdiction elects to, they may annually provide a copy of their plan 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 to be inserted into their current EOP.

b. 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.

4. 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). All other participating agencies shall operate in compliance with the National Incident Management System (NIMS).

5. Use of Personnel or Equipment

a. When a jurisdiction (Requesting Member) does not have sufficient resources to respond to an incident or event, it may request resources from another jurisdiction (Responding Member) through a "mutual aid" agreement that must be enacted immediately to save lives, protect improved property, protect public health and safety, or avert or lessen the threat of a disaster. The Requesting Member may reimburse the Responding Member for each of the following categories of costs incurred during an incident or event as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

b. Personnel – The Responding Member may be reimbursed by the Requesting Member for personnel costs incurred for work performed during an incident or event. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's

designated supervisor(s) must keep accurate records of work performed by personnel during an incident or event. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

c. Equipment – The Requesting Member may reimburse the Responding Member for the use of equipment during an incident or event, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member may reimburse Responding Member for such rental costs.

d. If the Incident Commander of the Requesting Unit is operating on an additional emergency scene, the Incident Commander shall designate a person from the Requesting Unit if possible, to help assist, manage or direct the scene of the secondary emergency. This person shall be charged with the responsibility of managing all requests for Personnel, Equipment or cost to mitigate the emergency that the units are operating on.

e. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

f. Payment Period – The Responding Member may provide an itemized bill to the Requesting member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than (90) ninety days following the end of an incident or event. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member unless the incident or event is a federally declared disaster this timeline could be extended.

g. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.

h. 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.

i. 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.

j. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq.

6. 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, public works and/or emergency protection.

7. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid incident or event 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.

8. Members Authority. The members of each Participating Unit making a mutual aid 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.

9. 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.

10. Term: Withdrawal. This Agreement shall commence upon signing by each of the participating Units and shall continue full force and effect through December 31, 2022 and henceforth every five years thereafter. Any Participating Unit may withdrawal from this Agreement by providing all municipalities, fire districts or other Participating Units, the Gloucester County Department of Emergency Response, 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.

11. 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.

12. 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.

GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS

The County of Gloucester, Municipality, City and/or Borough, which will be representing the Municipality, Fire District and Municipal Police and/or local fire departments including volunteer fire companies or EMS organizations, public works 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 _____, 2017.

ATTEST: **COUNTY OF GLOUCESTER**

_____ _____

LAURIE BURNS, CLERK **ROBERT M. DAMMINGER, DIRECTOR**

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

The Borough of Woodbury Heights has executed this Agreement on the 19 day of
(Borough/Municipality/Fire District)
July, 2017

AUTHORIZED SIGNATURE: _____ **Official Title** Mayor

Robbie J. Conley
(Print Name)

ATTEST:

AUTHORIZED SIGNATURE: _____ **Official Title** Clerk/Admin

Janet Pizzi
(Print Name)