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A RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, NEW JERSEY, SUPPORTING THE MORRIS COUNTY FIRE MUTUAL AID PLAN

WHEREAS, the Borough of Mount Arlington provides fire protection resources for ordinary emergency response requirements within its jurisdiction; and

WHEREAS, the Fire Departments in Morris County have a day-to-day responsibility to provide for the safety and security of lives and property; and

WHEREAS, local resources can become exhausted during the small percentage of large magnitude fire or disaster occurrences; and

WHEREAS, mutual aid is the most cost-effective method of providing sufficient resources to a local jurisdiction for those extraordinary occurrences; and

WHEREAS, it is of mutual benefit for fire agencies located within the County of Morris to provide supplemental resources to each other in the event of a local emergency or disaster; and

WHEREAS, the Morris County Fire Mutual Aid Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of fire department personnel and equipment whenever a local fire agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of a fire or emergency; and

WHEREAS, a County Mutual Aid Plan is encouraged by, and is compatible with the State of New Jersey Resource Deployment Act; and

WHEREAS, participation in a County Mutual Aid Plan will not impose liability on the local entity; and

WHEREAS, it is the desire of the governing body of the Borough of Mount Arlington to participate in the Morris County Fire Mutual Aid Plan in accordance with the plan as submitted by the Morris County Alliance of Active Fire Chiefs.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, as follows:

The Borough of Mount Arlington does hereby agree to authorize their fire protection agency to provide mutual aid assistance to each participating municipality, district, state or federal organization, as identified in the Morris County Fire Mutual Aid Plan approved by the Morris County Alliance of Active Fire Chiefs on July 13, 2016 and as may be amended from time to time by the Morris County Alliance of Active Fire Chiefs and ratified by this body.

The Mayor is hereby authorized to execute the Morris County Fire Mutual Aid Plan between participating Morris County municipalities and Fire Districts on behalf of the Borough of Mount Arlington.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the County Board of Chosen Freeholders, the County Fire Coordinator, the County OEM Coordinator and all Morris County Municipalities.

I hereby certify the above to be a true copy of a resolution adopted by the Mayor and Borough Council of Borough of Mount Arlington at a regular meeting held on October 4, 2016.

Linda DeSantis, RMC
Municipal Clerk

FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS

THIS AGREEMENT is made between the parties and participating municipalities, Fire Districts and public entities as set forth on Schedule A attached hereto, all of which are either located in the County of Morris, State of New Jersey, or are agencies or instrumentalities thereof (with such participating municipalities referred to at times herein as "Participating Unites").

RECITALS

WHEREAS, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the "Fire Mutual Aid Plan"); and

WHEREAS, under the Fire Mutual Aid Plan, each municipality or fire district must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

WHEREAS, the Fire Mutual Aid Plan must be based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents; and

WHEREAS, this agreement has been recommended for execution by the Townships, Municipalities and Fire Districts of Morris County and by the Morris County Alliance of Active Fire Chiefs and the Municipal and Fire District Fire Chiefs;

NOW, THEREFORE, in consideration of the mutual promises and agrees made herein, the Participating Units hereby agree as follows:

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1. **Mutual Aid and Assistance**. Upon requests as provided herein, Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include, but are not necessarily limited to, 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 to 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 as may be mutually scheduled from time to time, 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. Out of County Mutual Aid requests shall follow the terms and conditions of the State Fire Service Resource Deployment Act and Civil Defense & Control Act and shall be coordinated via the appropriate County and/or State Fire Coordinators.

2. **Procedure for Requests for Mutual Aid and Assistance**. All requests for mutual aid shall be made through the Municipality's local Emergency Dispatch Communications Center. Such requests may be made by one fire department or an authorized representative through their local fire Dispatch Center. The Participating Unit receiving such request shall immediately summon any available units to the scene of the emergency in accordance with that department's established policies and procedures in effect at the time of the request.

3. **Specific Considerations Regarding Morris County Mutual Aid Response Plan**.

    a. The Morris County Communications Center can serve as a centralized resource for this Morris County Mutual Aid Response Plan. They shall provide a regional call center to assist, coordinate and deploy County or dispatched municipal resources throughout the County when necessary to assist all departments effectively and efficiently manage fire and other emergencies.

b. Via the Morris County Fire Coordinator, all Participating Units shall provide a status report of the availability of their resources via on-line apparatus report, telephone, or via the Morris County Radio system. This report should reflect any changes in regular availability or status.

c. All Participating Units shall be responsible for their primary mission of providing fire protection to their respective communities by securing the necessary resources for their first alarm response that may include using mutual or automatic aid.

d. All requests for mutual aid and assistance shall be made by Participating Units to their local fire dispatch Communications Center with respect to any local fire activity and the 1st alarm resources deployed for. In addition periodic situation status reports (approximately every 20 minutes) should be provided so that mutual aid resource planning and mobilization can be effectively coordinated.

e. All Participating Units shall request additional resources through their local dispatch Communications Center via the applicable assigned fire or operations radio talkgroup. All additional resources, either directly to the incident or for station coverage, shall be deployed as requested via run card..

f. The local fire dispatch Communications Center shall dispatch resources based on the specific requirements of the incident run card, geographical relation to the municipality in need and the availability of other resources.

g. If additional resources are needed to manage the incident, through their Local Fire Dispatch the Incident Commander shall request a (2nd, 3rd, etc. alarm) to respond to an incident. .

h. If Station Coverage is required, a Participating Unit's Local Fire Dispatch shall request resources for Station Coverage. Station Coverage units may be required to respond to the original incident, other incidents within that municipality or to incidents in other municipalities where adequate resources are not immediately available. If the Covering resource is deployed, the Morris County Fire Coordinator, in conjunction with the Incident Commander or agency requesting resources, shall facilitate additional resources as needed..

i. All mutual aid units shall be staffed minimally with a Unit Resource Leader and Two (2) Qualified/Interior Firefighters.

j. It is recommended that all Participating Units provide "guides," meaning Command Officers or any personnel to assist and or free up task force resources, to help alleviate the stress on the mutual aid system. If a guide cannot be provided then the host agency shall contact the Morris County Fire Coordinator.

k. As determined by the local Incident Commander, mutual aid resources shall be requested on a "need-only" basis. The host agency shall ensure all resources are being utilized and released as soon as possible. In addition, the host agency shall begin making provisions of recalling their personnel when the incident is expected to remain active beyond a reasonable time.

l. The Morris County Communications Center shall be responsible for notifying the Morris County Fire Coordinator of any incident which has required a mutual aid request, when so advised. The Coordinator or his designee shall report to the Morris County Communications Center, staging area(s), or where the Incident Commander deems necessary.

4. **Minimum Qualification for Personnel Responding Under this Mutual Aid Plan:**

a. All Departments shall be responsible for ensuring that all Firefighters are certified in accordance with New Jersey FF 1 Standard, ICS 200 and NIMS 700

b. All Departments shall be responsible for ensuring that all Company Officers are certified in accordance with Incident Command Level I and NIMS 700

c. All Departments shall be responsible for ensuring that all Chief Officers are certified in accordance with Incident Command Level II and NIMS 700

5. **Authority at Emergency Scene**. Unless otherwise agreed upon by the Participating Units at the scene of an emergency, the host municipality shall have overall command authority of Participating Units at the scene of the emergency.

6. **Expense for Use of Personnel or Equipment**.

a. 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.

b. This agreement does not 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).

c. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).

d. This agreement recognizes the provisions as required by New Jersey Resource Deployment Act, Civilian Defense & Control Act App.9-33 et seq. and Emergency Medical Services N.J.S.A. 26:2K-60.

7. **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.

8. **Death, Injury 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 of which the individual is a member, and not by the Requesting Unit or any other Participating Unit. Each Participating Unit shall be solely responsible for providing adequate benefits, coverage and compensation for its members, including when death, injury or disability results from participating in this mutual aid plan.

9. **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.

10. **Mutual Indemnification**. In addition to the other rights and remedies of the parties herein, each Municipality and Fire District agrees to indemnify and hold harmless the sending and/or receiving Municipality, Fire District and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by any Municipality's or Fire District's personnel arising out of this Agreement or any of the obligation assumed by the Municipality or Fire District hereunder, provided it is determined by a Court having the appropriate jurisdiction that any Municipality or Fire District is solely or jointly responsible for such liability. In the event it is determined by a Court that any

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Municipality or Fire District is not solely responsible for said liability, then the Municipality's or Fire District's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Municipality or Fire District. The Municipality and Fire District shall resist and defend, at the expense of the Municipality or Fire District, such action or proceeding with counsel reasonably satisfactory to the other. In addition, at its option, any Municipality or Fire District may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Municipality's or Fire District's obligation under this paragraph.

11. **Term; Withdrawal**. This Agreement shall be reviewed and revised from time to time as the need may arise, but will continue indefinitely or until terminated or rescinded by all Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, and the Morris County Fire Coordinator, with 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.

IN WITNESS WHEREOF, each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part hereof. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution of its governing body.

The County of Morris has authorized and executed this agreement on the _____ day of _____, 2016.

_____
Authorized Representative: