

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL
OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF
MORRIS, NEW JERSEY, AUTHORIZING EXECUTION OF A MUTUAL AID
AGREEMENT WITH PICATINNY ARSENAL'S FIRE AND EMERGENCY
SERVICES**

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor and Borough Clerk are authorized to execute a Mutual Aid Agreement with Picatinny Arsenal's Fire and Emergency Services.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the term of the Mutual Aid Agreement is for a period of two years, commencing on September 1, 2010 and terminating on August 31, 2012.

This Resolution shall take effect immediately.

I hereby certify this to be an accurate and true resolution as approved by the Mayor and Borough Council at a Meeting held on September 7, 2010.



Linda DeSantis, RMC
Borough Clerk

**DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)**

This agreement, entered into this 1 day of September 2010, between the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code and Mount Arlington Fire Department is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting to include emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions.

1. It is agreed that:

a. On request to a representative of the Picatinny Arsenal Fire Department by a representative of the Mount Arlington Fire Department, firefighting equipment and personnel of the Picatinny Arsenal Fire Department will be dispatched when available to any point within the area for which the Mount Arlington Fire Department normally provides fire protection as designated by the representative of the Mount Arlington Fire Department.

b. On request to a representative of the Mount Arlington Fire Department by a representative of the Picatinny Arsenal Fire Department, firefighting equipment and personnel of the Mount Arlington Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the Picatinny Arsenal Fire Department.

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following condition:

(1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within that area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Mount Arlington Fire Department normally provides fire protection, the Chief of the Picatinny Arsenal Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

f. The chief fire officers and personnel of the fire departments of both parties of this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with security requirements and , as feasible, to jointly conduct prefire planning inspections and drills.

g. The technical heads of the Fire Departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

h. All equipment used by Mount Arlington Fire Department in carrying out this agreement will be owned by the Mount Arlington Fire Department; and all personnel acting for Mount Arlington Fire Department under this agreement will be an employee or volunteer member of Mount Arlington Fire Department.

2. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days notice of said cancellation.

FOR Mount Arlington Fire Department

Arthur R. Ondish Mayor
419 Howard Boulevard
Mount Arlington, NJ 07856

For The Secretary of the Army

HERB KOEHLER LTC, LG
Picatinny Arsenal
Garrison Commander