

**FRANKLIN TOWNSHIP
RESOLUTION #2024-28**

**HUNTERDON COUNTY MUNICIPAL LAW ENFORCEMENT AND EMERGENCY
SERVICES SHARED SERVICES MUTUAL AID AGREEMENT**

WHEREAS, the Township Committee of the Township of Franklin, County of Hunterdon, recognizes the need for safeguarding life and property within Hunterdon County during an emergency; and

WHEREAS, the Township Committee of the Township of Franklin pledges its intent to aid other municipalities during an emergency by assigning resources to the affected area.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Franklin that the Mayor and/or Deputy Mayor and appropriate law enforcement official is hereby authorized to sign the Hunterdon County Municipal Law Enforcement and Emergency Shared Services Mutual Aid Agreement.

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on May 23, 2024.



Christine Burke, RMC
Municipal Clerk



**HUNTERDON COUNTY MUNICIPAL LAW ENFORCEMENT AND
EMERGENCY SHARED SERVICES MUTUAL AID AGREEMENT
BETWEEN:**

**Town of Clinton Police Department, Clinton Township Police Department,
Delaware Township Police Department, Flemington Borough Police Department,
Franklin Township Police Department, Frenchtown Borough Police Department,
High Bridge Borough Police Department, Holland Township Police Department,
Lambertville City Police Department, Lebanon Township Police Department,
Raritan Township Police Department, Readington Township Police Department,
Tewksbury Township Police Department, Washington Township (Morris) Police
Department (Covering Califon Borough), West Amwell Township Police
Department**

Legal Authority

Pursuant to N.J.S.A. 40A:14-156.1 *et.seq.*, the undersigned municipality and its law enforcement agency(ies) agree, as follows:

SECTION 1

Purpose

The purpose of this agreement is to safeguard life and property within Hunterdon County during an emergency by authorizing and facilitating mutual aid. This agreement is also intended to set forth the respective responsibilities of the Requesting Law Enforcement Agency and the Participating Law Enforcement Agency during the course of a Mutual Aid Incident.

Natural or man-made emergencies often require resources exceeding those possessed by the police department in the subject municipality. By signing this agreement the municipality and its law enforcement agency pledges its and their intent to aid other municipalities in the County of Hunterdon during an emergency by assigning resources to the affected area. This assignment shall occur as circumstances permit and in accordance with this agreement.

SECTION 2

Definitions

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

Law Enforcement Personnel: An employee of a participating law enforcement agency, who is a police officer as defined by state law and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual Aid: A definite and prearranged written agreement and plan whereby regular response and assistance is requested or provided.

Mutual Aid Incident: A disaster, emergency, scheduled special event or any other incident where the senior law enforcement officer, based upon training and experience, anticipates the need for additional personnel or resources.

Mutual Aid Plan: The logistical and structured framework encompassing protocols and procedures for facilitating mutual assistance between the participating enforcement agencies.

Participating Law Enforcement Agencies: A law enforcement agency that commits itself to this mutual aid agreement by an authorized representative's signature.

Requesting Law Enforcement Agency: A participating law enforcement agency that has primary jurisdiction over the site of the incident but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to the incident without the assistance of others.

Responding Law Enforcement Agency: A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a law enforcement agency in need of assistance during a mutual aid incident.

Scheduled Special Event: A public event that involves the anticipated gathering of a large number of people.

SECTION 3

Scope and Terms of the Mutual Aid Agreement

Each undersigned agency agrees that it shall respond to requests for assistance by Requesting Law Enforcement Agencies. Further, each agency agrees to bring such law enforcement resources as is necessary.

Each agency may decline to render assistance or recall assistance whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

Requests for Mutual Aid may be initiated only when the needs of the Requesting Agency exceed its available resources. Responding personnel shall be released and returned to

their jurisdiction as soon as the agency in need of assistance is able to satisfactorily address the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever Mutual Aid is deemed necessary by the supervisor of the Requesting Agency, that supervisor may request assistance from other agencies in this agreement. The assistance shall be provided in accordance with the attached Mutual Aid Plan and Policy.

The decision to send resources to a Mutual Aid request rests solely with the supervisor of the requested agency. If resources are provided, they may be recalled as soon as the situation is under control.

By way of example only and not by limitation, a supervisor of an agency within a jurisdiction covered in this agreement may send mutual aid assistance to another agency prior to request when that agency is responding to a potentially dangerous call that may require additional resources. The supervisor shall recall those resources as soon as the call is under control, or they have been disregarded by the agency in need of assistance.

A Participating Law Enforcement Agency shall be responsible for dispatching only fully qualified and trained personnel with all necessary equipment, including safety equipment, to fulfill the roles to which they are assigned.

Resources rendered pursuant to this agreement shall be rendered without expectation of reimbursement. The Requesting Law Enforcement Agency shall not be obligated to pay any Participating Law Enforcement Agency that responds or reimburse it for any costs or expenses. Requesting Agencies or other sources may provide reimbursement if they wish.

The Participating Law Enforcement Agency shall be solely obligated to: (a) pay and compensate (including overtime if required) and (b) provide required benefits to its employees who respond in accordance with its policies and procedures, including any applicable Collective Bargaining Agreements.

The Participating Law Enforcement Agency shall be solely obligated and responsible to provide any applicable injury, death, or other benefits as required by N.J.S.A. 40A:14-156.3 and such other personnel benefits as required by federal, state or local law.

Employees of a Participating Law Enforcement Agency who respond to a Mutual Aid Incident shall remain employees of the Participating Law Enforcement Agency and shall not, for any purposes, be considered employees of the Requesting Law Enforcement Agency.

The Requesting Law Enforcement Agency shall have no obligation to reimburse a Participating Law Enforcement Agency for any damage to its equipment or personal property, or for the exhaustion or use of its supplies. Participating agencies shall repair or replace, at their sole cost and expense, any damage to their resources that occur while

providing assistance, regardless of fault. Requesting Agencies or other sources may provide reimbursement if they wish.

Each Participating Law Enforcement Agency shall provide and cover its employees and the Agency with Police Professional Liability coverage and such other insurance coverage(s) as necessary to respond to claims, damages, suits or penalties which may arise out of a response to a Mutual Aid Incident.

Each Participating Law Enforcement Agency shall be responsible for defending itself and shall be solely responsible for indemnifying and holding harmless its own employees for any claims, damages, suits or penalties which may arise out of its participation in, and response to, a Mutual Aid Incident.

The Requesting Law Enforcement Agency is not responsible to a Participating Law Enforcement Agency for indemnifying, providing a defense, or any coverage, for claims, damages, suits, or penalties during a Mutual Aid Incident except those claims arising out of the Requesting Law Enforcement Agency's direct fault or negligence or the negligence or fault of the Requesting Law Enforcement Agency's employees.

The refusal to provide aid pursuant to this agreement shall not give rise to any liability.

This agreement shall not be construed as an agreement for the benefit of any third party. No third party shall have any right of action whatsoever hereunder for any cause.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses and attorney fees.

SECTION 4

Adoption

This Mutual Aid Agreement shall take effect when approved and executed by a representative of a Participating Law Enforcement Agency who has the legal authority to sign and enter into this agreement on behalf of his or her agency.

SECTION 5

Termination

Participating law enforcement agencies may withdraw from this agreement after ninety (90) days written notice addressed to each of the other participating agencies.

Signatories:

This signatory certifies that this Mutual Aid Agreement has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Franklin Township Police Department

CHIEF TIMOTHY SNYDER
Chief Law Enforcement Officer

Chief Timothy Snyder
Signature

05/23/2024
Date

MAYOR MICHAEL HOMULAK
President, Mayor, Chairman or Chief Executive Officer (if applicable)

Michael Homulak
Signature

05/23/2024
Date

Attest:

CHRISTINE BURKE, TOWNSHIP CLERK
Witness

Christine J. Burke
Signature

05/23/2024
Date

