

**FRANKLIN TOWNSHIP
RESOLUTION #2020-22**

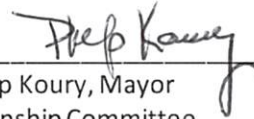
**HUNTERDON COUNTY MUNICIPAL LAW ENFORCEMENT MUTUAL AID
AGREEMENT**

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.

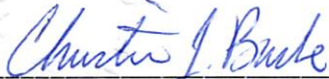
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Franklin that the Mayor and/or Deputy Mayor and appropriate law enforcement official is hereby authorized to sign the Hunterdon County Municipal Law Enforcement Mutual Aid Agreement.

ADOPTED: 03/26/2020



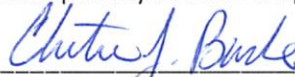
Philip Koury, Mayor
Township Committee

Attest and Affix Seal:



Christine J. Burke, RMC
Municipal Clerk

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 March 26, 2020.



Christine Burke, RMC
Municipal Clerk



HUNTERDON COUNTY MUNICIPAL LAW ENFORCEMENT MUTUAL AID AGREEMENT

Legal Authority

Pursuant to N.J.S.A. 40:14-156 *et.seq.*, the undersigned law enforcement agencies 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.

Natural or man-made emergencies often require resources exceeding those possessed by the police department in the subject municipality. By signing this agreement a law enforcement agency pledges its intent to aid other municipalities 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 peace 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 extra manpower.

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 stricken law enforcement agency 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 refuse 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 stricken agency 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 in an adjacent 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.

Resources rendered pursuant to this agreement shall be rendered without expectation of reimbursement. Requesting agencies or other sources may provide reimbursement if they wish.

Participating law enforcement agencies shall indemnify their employees and provide them personal benefits, including benefits that arise due to injury or death, as provided by federal, state or local law.

Participating agencies shall repair or replace any damage to their resources that occur while providing assistance, regardless of fault.

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

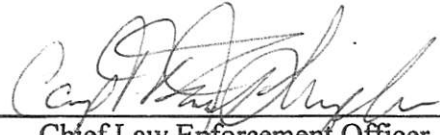
Termination


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

**SECTION 6
Signatory Page**

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
Political Entity or Agency


Chief Law Enforcement Officer
TIMOTHY SNYDER


President, Mayor, Chairman or other Chief
Executive Officer (if applicable)
PHILIP KOURY

CAPTAIN
Title

4/6/2020
Date

4/6/2020
Date

Attest: 

MUNICIPAL CLERK
Title

4/6/2020
Date