

Memo

To: Robert Bruschi
From: Robert Gregory
CC: Linda McDermott, Kathy Monzo
Date: 4/1/2014
Re: Mutual Aid Agreement with Ewing Township

The mutual aid agreement outlines the following; If Ewing Township has an emergency situation and needs the help of Princeton and as long as it does not deplete the fire protection in Princeton that the Fire Department would give assistance to the Town of Ewing. The agreement also insures that we have the proper insurance in place should a firefighter get injured or die while at an incident in Ewing Township. The agreement ensures Ewing that Princeton and or our insurance pays any and all medical bills and death benefits that have been agree on between Princeton and the Fire Department.

RESOLUTION
Mayor and Council of Princeton

BE IT RESOLVED that the Mayor and Municipal Clerk of Princeton are hereby authorized to execute a Mutual Aid Agreement with Ewing Township, Mercer County, New Jersey, for situations that may arise when additional fire protection and emergency management services are needed.

I, Linda S. McDermott, Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by Mayor and Council of Princeton at its meeting held April 7, 2014.

Linda S. McDermott
Municipal Clerk

Mutual Aid Agreement between the Township of Ewing and Princeton

THIS AGREEMENT is made effective as of the ___ day of _____, , by and between the TOWNSHIP OF EWING, 2 Jake Garzio Drive, Ewing, New Jersey 08628, and PRINCETON, 400 Witherspoon Street, Princeton, NJ 08540 (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, both the Township of Ewing and Princeton provide fire protection for their citizens; and

WHEREAS, situations may arise when the respective Parties may need to call upon one another for fire protection assistance; and

WHEREAS, pursuant to N.J.A.C. 5:75A-2.2, the Parties are desirous of entering into a Mutual Aid Agreement ("AGREEMENT").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein below contained, the sufficiency of which are hereby acknowledged by each of the parties hereto to the other, the Township of Ewing and Princeton, intending to be legally bound hereby, covenant and agree as follows:

1. **Scope of Service.** The Parties hereto shall allow their individual fire departments and force, or volunteer fire company(s) (hereinafter "Fire Departments") to be made available for the purpose of fire protection and emergency management, including men and equipment, as may be required by either Party. Services of this type shall only be provided when requested by the Commanding Officer or his designee at the scene to which assistance is needed or a Party's director of emergency services. However, services shall not be provided if it would cause either party's collective Fire Departments to become under-manned or would unduly interfere with the efficient operation of said Fire Departments or would otherwise endanger person or property within the municipality rendering such assistance. Such determinations shall be made by the ranking officer of an individual Fire Department or a Party's director of emergency services.
2. **Command Authority.** In the event a request is made pursuant to this AGREEMENT for aid by the Parties hereto, the responding firefighters, together with their equipment, shall be and shall remain under the full direction, control and authority of their respective ranking officer; however, the responding Party shall obey the official in charge at the scene to which the responding party has been summoned.
3. **Firefighter Benefits.** If any member of a Fire Department shall, in rendering assistance pursuant to this AGREEMENT, suffers any casualty or death he or his designee or legal representative shall be entitled to all salary, pension rights, workmen's compensation and other benefits to which such member would be entitled if such casualty or death occurred in the performance of his duties in the municipality rendering such assistance.
4. **Firefighter Immunities.** Any member of a Fire Department rendering assistance pursuant to this AGREEMENT shall also have, while so acting, such rights and immunities as they otherwise enjoy in the performance of their normal duties in the municipality rendering such assistance.

5. Workers' Compensation. The Parties hereto agree to provide Worker's Compensation Insurance, or other sufficient insurance, to cover any member of its own Fire Department providing aid under this AGREEMENT. Mutual aid responses made under this AGREEMENT shall be recognized as authorized responses by the Parties.

6. Liability Insurance. The Parties hereto agree to furnish adequate liability insurance to cover their Fire Department personnel and equipment for mutual aid assistance requests under this AGREEMENT. Accordingly, the parties shall notify their insurers of this AGREEMENT and ensure that their coverage extends to the services provided under this AGREEMENT. Mutual aid responses made under this AGREEMENT shall be recognized as authorized responses by the Parties.

7. Compensation. No Party receiving mutual aid hereto shall be required to provide compensation, monetary or otherwise, to the other Party.

8. Hazardous Materials Incidents. Any mutual aid request pursuant to this AGREEMENT deemed to be a Hazardous Materials Incident, including, but not limited to, spills, leaks, fires, ruptures, and/or explosions, in, at, or on, any land, waterway, railway, and/or roadway on or within the municipal boundaries of the Parties to this AGREEMENT and where the responsible individual or entity is identified, each Party signing this AGREEMENT will bill the responsible individual or entity for services rendered as per federal law. If the responsible individual or entity is not identified and it becomes necessary to seek federal funding, the municipality where the Hazardous Material incident took place will seek such reimbursement with the intent of providing equitable distribution to ONLY those Parties directly involved in the mitigation of the Hazardous Materials Incident.

9. Severability and Reformation. In the event that any provision set forth herein (or any part thereof) is held to be invalid or unenforceable by any court of competent jurisdiction, or otherwise conflicts with applicable law, such provision (or part thereof) shall be deemed reformed to comport with the requirements of applicable law, if and to the extent possible, or, if or to the extent not possible, deleted herefrom, and this AGREEMENT shall be construed to give effect to the reformed and/or remaining provisions (and parts thereof).

10. Terms of Agreement. This AGREEMENT shall be effective upon arrival, as evidenced below, by the authorized officials of the respective Parties hereto, and shall continue in full force and effect until terminated. Any Party wishing to terminate their involvement in this AGREEMENT may do so by notifying the other Party, in writing, at least Ninety (90) Days prior to the date of termination. Upon withdrawal by any Party from this AGREEMENT, no mutual aid assistance shall be provided to or by any Party pursuant to this AGREEMENT.

11. No Assignment. This AGREEMENT may not be assigned by any Party hereto without the written consent of the other Party.

12. Entire Agreement. This writing contains the entire agreement of the Parties hereto and no promises, covenants, agreements, representations or warranties, other than those expressly herein set forth, have been made or relied upon by any of the Parties hereto. The terms of this AGREEMENT shall govern in the event that there is any dispute among the Parties.

13. No Oral Modification. This AGREEMENT may not be modified, altered, amended, changed or waived, except pursuant to a writing signed by all of the Parties hereto.

IN WITNESS THEREOF, the parties hereto set their hands and seals the Month, Day and Year stated below.

TOWNSHIP OF EWING
Mercer County, NJ

By: _____
Bert Steinmann, Mayor

Date: _____

By: _____
Kim Macellaro, Municipal Clerk

Date: _____

PRINCETON
Mercer County, NJ

By: _____
Liz Lempert, Mayor

Date: _____

By: _____
Linda S. McDermott, Municipal Clerk

Date: _____

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING MUTUAL AID AGREEMENTS WITH ALL MUNICIPALITIES OF MERCER COUNTY, NEW JERSEY, THE MORRISVILLE BOROUGH, BUCKS COUNTY, PENNSYLVANIA, AND THE JOINT FIRE DEPARTMENT BETWEEN THE YARDLEY BOROUGH, BUCKS COUNTY, PENNSYLVANIA AND THE TOWNSHIP OF LOWER MAKEFIELD, BUCKS COUNTY, PENNSYLVANIA

Resolution #14R-61 WHEREAS, the Township has determined that situations may arise when additional fire protection services may be needed by the Township and neighboring municipalities; and

WHEREAS, in connection with the administration of the Township's government affairs and functions and in furtherance of the public safety of the Township and its neighboring municipalities, the Township desires to enter into mutual aid agreements with all Mercer County, New Jersey municipalities, including Hopewell Township, Pennington Township, Borough of Princeton, City of Trenton, Hightstown Borough, East Windsor Township, Robbinsville Township, Hamilton Township, Township of West Windsor, and Lawrence Township, along with the Morrisville Borough, Bucks County, Pennsylvania, and the joint fire department between the Yardley Borough, Bucks County, Pennsylvania and the Township of Lower Makefield, Bucks County, Pennsylvania; and

WHEREAS, the Township seeks to consent to the aforesaid mutual aid agreements pursuant to N.J.A.C. 5:75A-2.2.

NOW THEREFOR, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township is hereby authorized to enter into mutual aid agreements with all Mercer County, New Jersey municipalities, including Hopewell Township, Pennington Township, Borough of Princeton, City of Trenton, Hightstown Borough, East Windsor Township, Robbinsville Township, Hamilton Township, Township of West Windsor, and Lawrence Township, along with the Morrisville Borough, Bucks County, Pennsylvania, and the joint fire department between the Yardley Borough, Bucks County, Pennsylvania and the Township of Lower Makefield, Bucks County, Pennsylvania; and

2. The Mayor is authorized to execute such contracts and documents as are necessary to effectuate this award.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 11th day of March 2014.





Kim J. Macellaro, RMC
Municipal Clerk