

2015-16

AN ORDINANCE BY PRINCETON ESTABLISHING A MUTUAL AID AGREEMENT FOR EMERGENCY POLICE SERVICES AMONG AND BETWEEN THE MUNICIPALITIES OF MERCER COUNTY PURSUANT TO N.J.S.A. 40A:14-156, 40A:14-156.1, 40A:14-156.2 AND 40A:14-156.3.

WHEREAS, N.J.S.A. 40A:14-156, 40A:14-156.1, 40A:14-156.2, and 40A:14-156.3 authorize municipalities to enter into mutual aid and assistance agreements for police services in cases of emergencies; and

WHEREAS, the County of Mercer consists of twelve municipalities, eleven of which have municipal police or fire departments operating for or within the Township of East Windsor, the Township of Ewing, the Township of Hamilton, the Borough of Hightstown, the Township of Hopewell, the Township of Lawrence, the Borough of Pennington, the Municipality of Princeton (comprised of the former Township of Princeton and the former Borough of Princeton), the City of Trenton, the Township of Robbinsville (formerly the Township of Washington), and the Township of West Windsor, which regularly interact and provide assistance to each other in police related emergencies; and

WHEREAS, each of the aforementioned municipalities in the County of Mercer wish to formalize and refine existing practice by entering into mutual aid agreements;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Municipality of Princeton, Mercer County, New Jersey, as follows:

Section 1: Mutual Aid Agreements – Established. Pursuant to N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1 et seq., there are hereby established mutual aid agreements among and between this municipality and each of the aforementioned municipalities in the County of Mercer, New Jersey, which shall become effective upon the adoption by one or more of the aforementioned municipalities (hereinafter referred to as "participating municipalities") of reciprocal ordinances to provide mutual aid in police services in case of emergency. This agreement shall apply whenever this municipality may have an emergency within its boundaries requiring additional police assistance to protect life and property, and whenever any of the aforementioned municipalities may experience a similar emergency.

Section 2: Emergency – Defined, S.O.P. For purposes of this Ordinance, the term "emergency" shall be defined to include situations in which the number of available police officers in a participating municipality is insufficient to meet the public need in a particular situation and situations where police aid involving special expertise, training or equipment is required in order to protect public safety, life, and property or to assist in suppressing a riot or disorder. No formal declaration of emergency is required to implement the provisions of the Mutual Aid Agreement.

Section 3: Requests for Assistance. The Chief, Police Director, or acting head of the Police Department or Mayor, or Chief Executive Officer of a participating municipality, is hereby authorized to request assistance from the Chief or other head of the Police Department of any other participating municipality to provide aid in accordance with N.J.S.A. 40A:14-156 et seq.

Section 4: Provision of Assistance. A participating municipality shall provide police assistance when a valid request in accordance with this Agreement to supply personnel is made, to the extent possible without endangering persons or property within the confines of the providing municipality.

Section 5: Powers, Rights, Immunities. The members of the providing municipality's Police Department supplying aid shall have the same powers, authorities, rights, and immunities as the members of the police force of the requesting municipality when aid is being rendered therein. Said members shall also have, while so acting, such rights and immunities as they may otherwise enjoy in the performance of their normal duties in the municipality rendering such assistance.

Section 6: County Critical Incident Management Plan. These mutual aid agreements established herein by and between the aforementioned municipalities in the County of Mercer shall further authorize mutual police aid and assistance under the County Critical Incident Management Plan as established by the Mercer County Prosecutor as the Chief Law Enforcement Official in the county. The plan provides for a response by specially trained regional Emergency Response/Special Weapons and Tactics Team in the event of certain hostage, barricade, sniper, high risk armed apprehensions, terrorist, or similar situations occurring within a municipality within the County of Mercer.

Section 7: Benefits, Injury, Death. Members of the police force of the providing municipality suffering injury, or their legal representatives, if death results while rendering assistance in the requesting municipality, shall be entitled to all such salary, pension rights, Workers' Compensation, or other benefits, as they would have accrued if such injury or death had occurred in the performance of duties in their own municipality, with such benefits to be the responsibility of the providing municipality.

Section 8: Reimbursement. A municipality receiving police assistance hereunder pursuant to the terms of the County Critical Incident Management Plan shall not be required to directly reimburse the regional team for services so provided. The member municipalities shall, however, otherwise support the function of the respective regional response teams by providing the necessary manpower, equipment, and supplies on an ongoing annual basis pursuant to the terms of the County Critical Incident Management Plan.

Where emergency police aid is otherwise provided under circumstances outside of the County Critical Incident Management Plan, reimbursement shall be pursuant to N.J.S.A. 40A:14-156, or such other terms and conditions for reimbursement specifically agreed to between specific municipalities.

Section 9: Federal Emergency Management Agency ("FEMA") Reimbursement. The municipality receiving emergency police aid (hereinafter referred to as "Receiving Entity") may seek reimbursement from FEMA for the cost of the services rendered by the municipality providing the emergency police aid (hereinafter referred to as "Providing Entity"). Reimbursement paid by FEMA shall not be contingent on the declaration of an emergency, major disaster, or fire by the Federal government. Reimbursement provided by FEMA is subject to the following conditions:

- a. The Receiving Entity must request reimbursement from FEMA in accordance with the provisions set forth in the FEMA Recovery Policy RP9523.6 dated November 10, 2012, as may be amended from time to time.
- b. Reimbursement for "Emergency Work," as that phrase is referenced in FEMA Recovery Policy RP9523.6, shall include, but is not limited to, work necessary to meet immediate threats to life, public safety, and situations described in **Section 2: Emergency - Defined, S.O.P.**, herein.
- c. Only a Receiving Entity is eligible for FEMA reimbursement as described herein. The Providing Entity may seek reimbursement from the Receiving Entity.
- d. The Receiving Entity shall provide FEMA with an executive summary of the emergency police aid services requested and received, and the associated costs (e.g., labor, equipment, materials, etc.). Both the Receiving Entity and the Providing Entity shall keep and maintain detailed records of the services requested and received. Such records shall be maintained for at least three years after the emergency police aid has been rendered.
- e. A Receiving Entity shall submit a copy of this agreement to FEMA with its reimbursement request.
- f. A Receiving Entity shall submit a written and signed certification to FEMA with its reimbursement request, which shall include:
 - i. The type and extent of emergency police aid assistance requested and received;
 - ii. The labor and equipment rates used to determine the cost of the emergency police aid; and
 - iii. A statement that all of the emergency police aid rendered by the Providing Entity was eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§5121-5206) and applicable FEMA regulations and policies."

Section 10: Effective Date. This Ordinance shall take effect upon final passage and publication according to law. It shall become effective with respect to this municipality's activities

with another participating municipality, when such other participating municipality has adopted an ordinance reciprocal to this one, and such ordinance has become effective in that municipality.

Section 11: Repealer. All ordinances and resolutions or parts thereof inconsistent with this ordinance are repealed.

Section 12: Severability. If any section, paragraph, subsection, clause or provision of this ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and the remainder of the ordinance shall be valid and enforceable.

This ordinance establishes a mutual aid agreement among and between Princeton and the other municipalities in Mercer County with municipal police departments which applies whenever Princeton, or another participating municipality in Mercer County, experiences an emergency within its boundaries requiring additional police assistance to protect life and property.

I, Kathleen K. Brzezynski, Deputy Clerk of Princeton, County of Mercer, State of New Jersey, do hereby certify that the foregoing is a true copy of an ordinance adopted by the Mayor and Council of Princeton at its meeting held May 11, 2015.



Kathleen K. Brzezynski
Deputy Clerk