

SOUTH ORANGE VILLAGE
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RESOLUTION #2021-157

May 24, 2021

RESOLUTION AUTHORIZING ENTERING INTO AN INTERLOCAL AGREEMENT TO PROVIDE AUTOMATIC AID RELATED TO FIRE RESPONSES BETWEEN THE TOWNSHIP OF MAPLEWOOD AND THE TOWNSHIP OF SOUTH ORANGE VILLAGE

WHEREAS, the Township of Maplewood ("Maplewood") and the Township of South Orange Village ("South Orange") presently enjoy a local fire Mutual Aid Plan and apply policies and procedures designed to coordinate the effective utilization of fire service resources; and

WHEREAS, the Mutual Aid Plan is based upon the planning criteria, objectives, requirements, responsibilities and concepts of operational essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents; and

WHEREAS, Maplewood and South Orange have decided to formalize an Automatic Aid plan in this regard and enter into an Interlocal Agreement reflecting their decided policy for Automatic Aid for the fire department services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village, County of Essex, State of New Jersey that:

1. The Township of South Orange Village does hereby approve the entry into a Interlocal Agreement with the Township of Maplewood to provide Automatic Fire Aid pursuant to Agreement annexed hereto or in substantially similar form and made a part hereof.
2. The Village President and the Village Clerk be and are hereby authorize to execute such Agreement on behalf of the Township of South Orange Village.
3. This Agreement shall become effective upon acceptance and execution by the Township of Maplewood.



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown			X			
Coallier		X	X			
Haskins			X			
Hartshorn Hilton	X		X			
Jones			X			
Zuckerman			X			

CERTIFICATION

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, May 24, 2021.

Ojetti E. Davis
Acting Village Clerk

INTERLOCAL AGREEMENT TO PROVIDE AUTOMATIC AID
RELATED TO FIRE RESPONSE BETWEEN
THE TOWNSHIP OF SOUTH ORANGE VILLAGE AND
THE TOWNSHIP OF MAPLEWOOD

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the Township of South Orange Village, a municipal corporation of the State of New Jersey, maintaining offices at 76 South Orange Avenue, 3rd Floor, South Orange, NJ 07079 (“South Orange” or “Village”) and Township of Maplewood, a municipal corporation of the State of New Jersey, maintaining offices at 574 Valley Street, Maplewood, New Jersey 07040 (“Maplewood” or “Township”), both located in the County of Essex, State of New Jersey, (collectively referred to at times herein as “Participating Units”).

RECITALS

WHEREAS, South Orange and Maplewood presently enjoy a local fire Automatic Aid plan and apply policies and procedures designed to coordinate the effective utilization of fire service resources; and

WHEREAS, a Fire Automatic Aid Plan is based upon the planning criteria, objectives, requirements, responsibilities and concepts of operation essential for the implementation of all necessary and appropriate protective or remedial measures to be taken in response to emergency incidents; and

WHEREAS, the Village and the Township have decided to formalize their existing cooperation in this regard and enter into this agreement reflecting their decided policy for Automatic Aid for fire department services.

NOW, THEREFORE, in consideration of the Automatic promises and agrees made herein, the Participating Units hereby agree as follows:

1. **Automatic Aid and Assistance.** Upon requests as provided herein, Participating Units shall provide aid and assistance to each other. Automatic Aid and Assistance shall include, but are not necessarily limited to, the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by

one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.

- b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
- c. Participating in training exercises with other participating units as may be mutually scheduled from time to time, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.

2. **Procedure for Requests for Automatic Aid and Assistance.** All requests for automatic aid shall be made by one municipal fire department or an authorized representative through the Dispatch Center. The Participating Unit receiving such request shall immediately summon any available units to the scene of the emergency in accordance with that department's established policies and procedures in effect at the time of the request.

3. **Specific Considerations.**

- a. The Participating Units acknowledge that the Village's portable, mobile and console radios have been modified to enable communication between the two departments.
- b. The Village agrees to contract with the Regional Emergency Medical Services Communications System to initially handle the Village's Fire Department dispatch, call screening, apparatus tracking, paging, quarterly reports, access to computer-aided dispatching, accessibility to voice recording technology, RF radio system interface, etc.
- c. The Village agrees to purchase and acquire the necessary software required to meet the

- specific requirements required to enable the dispatch system.
- d. The Participating Units will assign Training Officers to communicate as necessary to establish practical training evolutions and to identify target hazards. Training Officers will design specific operational strategies and tactics for certain locations with special attention being given to situational dependent incidents utilizing situational awareness, institutional knowledge, and previous incident response data.
 - e. The Participating Units will dispatch one engine company on automatic aid to the other department to the scene of a report of a structure fire, to a confirmed structure fire, or to incidents that the respective tour commander is confident will benefit from additional resources.
 - f. The Participating Units acknowledge that their respective ability to respond on an automatic assignment response may be impacted by pre-existing automatic aid assignments to other contiguous departments as well as by informal response by the Township to Irvington Fire Department, Union Fire Department and Maplewood Fire Department EMS related calls and transports.
 - g. The Participating Units shall be responsible for their primary mission of providing fire protection to their respective communities by securing the necessary resources for their first alarm response that may include using mutual or automatic aid.
 - h. To the extent determined by the local Incident Commander, automatic aid resources may be requested on a "need-only" basis. The host agency shall ensure all resources are being utilized and released as soon as possible.
4. **Authority at Emergency Scene.** Unless otherwise agreed upon by the Participating Units at the scene of an emergency, the host municipality shall have overall command authority of Participating Units at the scene of the emergency.
5. **No Charge for Use of Personnel or Equipment.**
- a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making automatic aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the

Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.

- b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at an automatic aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the Automatic aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
 - c. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.1 le).
 - d. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A. 26:2K-60.
6. **Death, Injury or Disability.** If any member of a Participating Unit suffers injury or death at the scene of an automatic aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating Unit of which the individual is a member, and not by the Requesting Unit or any other Participating Unit. Each Participating Unit shall be solely responsible for providing adequate benefits, coverage and compensation for its members, including when death, injury or disability results from participating in this

Automatic aid plan.

7. **Members Authority.** The members of each Participating Unit making an automatic aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. **Hold Harmless.** The Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
9. **Dispute.** Any dispute arising under this contract shall be submitted to an agreed upon retired Superior Court Judge for Mediation. The costs of which are to be shared equally. Should Mediation fail, the parties may pursue their remedies at law or in equity.
10. **Severability.** If any section, paragraph, sub-paragraph, clause or provision of this Contract shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, sub-paragraph, clause or provision so adjudged and the remainder of the Contract shall be deemed valid and effective.
11. **New Jersey Law.** This Contract is to be construed and governed by the laws of the State of New Jersey.
12. This Contract may only be modified in a writing signed by both parties.

IN WITNESS WHEREOF, the Township of South Orange Village and the Township of Maplewood have executed this Agreement and acknowledge that said execution has been duly authorized by proper Resolution of its governing body.

Township of South Orange Village

Ojetti E. Davis
Acting Village Clerk

Shenna Collum
Village President

Township of Maplewood

Elizabeth J. Fritzen
Township Clerk

Frank McGehee
Mayor

Acknowledged

Acknowledged

Chief Daniel Sullivan

Chief Michael Weber