

DIVISION OF LOCAL GOVERNMENT SERVICES
SHARED SERVICES AGREEMENT
COVER SHEET

PROVIDER: Mutual Aid-Pine Hill/Berlin Boro/Berlin Twp./Clementon COUNTY: Camden

RECIPIENT: Waterford Township COUNTY: Camden

BRIEF DESCRIPTION OF SERVICE:

Mutual Aid and Assistance Agreement between Borough of Pine Hill, Borough of Berlin, Township of Berlin, Borough of Clementon and Township of Waterford for the dispatching and utilization of Public Works Personnel and Equipment during catastrophic events, major emergencies, etc.

EFFECTIVE DATE: Oct 27, 2014

EXPIRATION DATE: Oct 31, 2017

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

**TOWNSHIP OF WATERFORD
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

RESOLUTION # 2014-233

**RESOLUTION OF THE TOWNSHIP OF WATERFORD APPROVING
MUTUAL AID AND ASSISTANCE AGREEMENT**

WHEREAS, the Borough of Pine Hill, Borough of Berlin, the Township of Berlin, the Township of Waterford and the Borough of Clementon have determined to enter into a Mutual Aid and Assistance Agreement with the other to provide for the dispatching and utilization of Public Works Personnel and Equipment whenever one of the Municipalities requires such mutual aid and assistance for catastrophic events, major emergencies and extraordinary devastation caused by threats by nature such as major storms, hurricanes, floods or from other man-made threats having an impact on the Municipality requesting such aid and assistance and which endangers the health, safety or property of the residents of one of the Participating Municipality and is so large in scope and magnitude that it exceeds the resources of a single Municipality, said Mutual Aid and Assistance Agreement is attached hereto and incorporated by reference herein; and

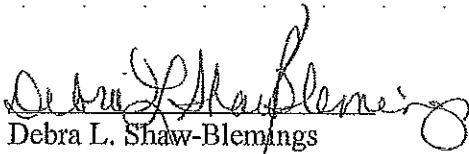
WHEREAS, said Agreement is designed and meet the needs of a Participating Municipality in the event of such above described disaster and to bring together the collective resources of the Participating Municipalities to the scene of such a disaster or emergency in the shortest possible time, in an orderly manner, with clear lines of control and authority as set forth in said Agreement; and

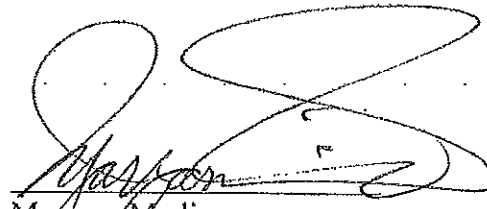
WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) permits local Municipalities to enter into Agreements for Shared Services for a mutual public purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Waterford, County of Camden, and State of New Jersey, that for the reasons set forth hereinabove, it hereby approves the attached Mutual Aid and Assistance Agreement with the named Municipalities and authorizes the appropriate Township Officials to execute said Agreement on behalf of the Township.

BE IT FURTHER RESOLVED this Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.


 Debra L. Shaw-Blemings
 Acting Township Clerk

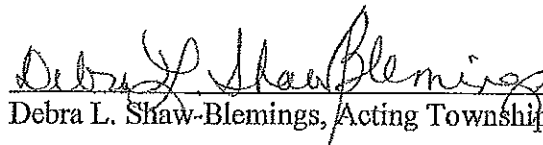

 Maryann Merlino
 Mayor

Adopted: September 24, 2014

	RICHARDSON	YEATMAN	CRITELLI	KOONS	MERLINO
YES	X	X	X	X	X
ABSTAIN					
NO					
ABSENT					

CERTIFICATION

I, Debra L. Shaw-Blemings, Acting Township Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on September 24, 2014, at the Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.


 Debra L. Shaw-Blemings, Acting Township Clerk

**MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
PARTICIPATING UNITS**

THIS AGREEMENT is made the 27th day of *October*, 2014 between *the Borough of Berlin*, with an address at 59 S. White Horse Pike, Berlin, New Jersey, 08009; *the Township of Berlin*, with an address at Municipal Building, 135 Route 73 South, West Berlin, New Jersey, 08091; *the Borough of Pine Hill*, with an address 45 W. 7th Avenue, Pine Hill, New Jersey, 08021; and *the Township of Waterford*, with an address at Municipal Building, 2131 Auburn Avenue, Atco, New Jersey, 08004; and *the Borough of Clementon*, with an address at Municipal Building, 101 Gibbsboro Road, Clementon, New Jersey 08021; hereinafter referred to "Participating Municipalities."

WHEREAS, the Participating Municipalities recognize that each is entering into this Agreement for mutual aid and assistance with the other to provide for the dispatching and utilization of Public Works personnel and equipment whenever one of the Municipalities requires such mutual aid and assistance for catastrophic events, major emergencies and extraordinary devastation caused by threats from nature such as major storms, hurricanes, floods or from other manmade threats having an impact on the Municipality requesting such aid and assistance and which endangers the health, safety or property of the residents of a Participating Municipality and is so large in scope and magnitude that it exceeds the resources of a single Municipality; and

WHEREAS, such disasters can occur at any time, often with little or no advance warning. Therefore, this Mutual Aid and Assistance Agreement is designed to meet the needs of a Participating Municipality in the event of such a disaster. It has been designed to bring together the collective resources of the Participating Municipalities to the scene of such a disaster or emergency in the shortest possible time, in an orderly manner, with clear lines of control and authority as set forth hereinbelow.

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.) permits local Municipalities to enter into Agreements for Shared Services for a mutual public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth between the parties to this Agreement, the parties agree as follows:

1. **Mutual Aid and Assistance** – Upon the request as provided herein, Participating Municipalities shall provide municipal aid and assistance to each other, to include, but not limited to the following:
 - A. Rendering of aid and assistance, including pre-established immediate response, by one or more Participating Municipalities to an emergency scene under the control and/or jurisdiction of another Participating Municipality.
 - B. Rendering of aid and assistance by one or more Participating Municipalities to another Participating Municipality to serve as a supplemental reserve protection in the requesting Municipality’s jurisdiction or because the requesting Municipality is on another emergency or otherwise currently unable to address the emergency need in its jurisdiction.
2. **Request for Mutual Aid and Assistance** – All requests for mutual aid and assistance shall be made by contact to a designated official in each Participating Municipality, or their designee, identifying the needed aid and assistance. Subject to the limitations set forth in Paragraph 6 below, upon such request, the other Participating Municipality or Municipalities shall provide as quickly as possible Public Works equipment and/or personnel to the scene of the emergency to provide the aid and assistance required to the extent available.
3. The responding Municipality shall be responsible for all compensation to be paid to its employees, and any other negotiated contractual benefits. If overtime assistance is required, the requesting Municipality shall pay said overtime cost to the responding Municipality.

4. The responding Municipality shall only be responsible for any damage to or loss of equipment provided in response for aid and assistance caused by or arising out of its own negligence.

5. **Incident Supervisor** – The Incident Supervisor of the requesting Municipality shall have the overall command authority of all Participating Municipalities at the scene of the emergency, unless that individual is unavailable or participating in addressing another emergency in the requesting Municipality. In such event, the most senior official of the other Participating Municipalities in response shall be the Incident Supervisor. The Incident Supervisor is the responsible party to whom everyone reports and for coordinating the response to the emergency.

6. **Limitation of Providing Mutual Aid and Assistance** –

Notwithstanding Paragraph 2 hereof, nothing contained in this Agreement shall be construed to require a Participating Municipality to make a Mutual Aid and Assistance Response if the response will leave the Participating Municipality's jurisdiction without sufficient Public Works equipment and personnel for its own emergency response or protection or it is determined that the Assisting Municipality can no longer provide said services and equipment.

7. **Death or Disability** – If an employee of a Participating Municipality suffers injury or death at the scene of a Mutual Aid and Assistance emergency, the employee or the employee's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the individual would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Municipality in accordance with applicable law.

Said rights, benefits and compensation shall be paid by the Participating Municipality and not by the requesting Municipality. Each Participating Municipality shall be individually responsible for providing adequate benefits, coverage and compensation for its employees, other than overtime.

8. **Liability Insurance** – Each Participating Municipality shall maintain adequate liability insurance, the minimum limits of which shall be \$5,000,000.00 single limit

and \$10,000,000.00 or Aggregate and Worker's Compensation Insurance at the statutory limits. Additionally, the Requesting Municipality agrees to defend and hold harmless and indemnify a Participating Municipality in the event of a lawsuit arising out of such mutual aid or assistance unless caused by the gross negligence of the Participating Municipality.

9. Term/Withdrawal – The term for this Agreement shall be for three years unless terminated or rescinded by one or all of the Participating Municipalities during that time. Any Participating Municipality may withdraw from this Agreement by providing all other Participating Municipalities 60 days advance written notice of withdrawal. In the event of withdrawal by any Participating Municipality, this Agreement will continue in full force and effect for all remaining Participating Municipalities for remainder of the term. The Agreement may be renewed for an additional term by Approving Resolutions of the Participating Municipality.

10. Entire Agreement – This Agreement constitutes the entire understanding by and between the Participating Municipalities. This Agreement supersedes all communications, representations or prior Agreements, or otherwise, between the Participating Municipalities with respect to the subject matter hereof.

11. Amendments - This Agreement may not be amended, altered or modified in any manner except in writing signed by all parties hereto.

12. Invalid Clause - The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

13. Assignability - This Agreement and all rights, duties and obligations contained herein may not be assigned without the parties' prior written consent, which shall not be unreasonably withheld or delayed.

14. Waiver - It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

15. Applicable Law – This Agreement shall be construed in accordance with the

law of the State of New Jersey.

IN WITNESS WHEREOF, each Participating Municipality has executed this Agreement and affixed its corporate seal on the date as shown hereinabove. By executing this Agreement each Participating Municipality acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is attached to this Agreement.

ATTEST:

Charles Sotera

BOROUGH OF BERLIN

John J. Romano

ATTEST:

Thomas Indarood

TOWNSHIP OF BERLIN

John Maggion

ATTEST:

[Signature]

BOROUGH OF PINE HILL

[Signature]

ATTEST:

Debra H. Fleming

TOWNSHIP OF WATERFORD

[Signature]

ATTEST:

John R. [Signature]

BOROUGH OF CLEMENTON

John M. [Signature]