

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 131-2017

AUTHORIZING PARTICIPATION IN THE BURLINGTON COUNTY SAFE STREETS INITIATIVE COOPERATION AGREEMENT FOR MUTUAL AID

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, enforcing the law, as well as keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is an efficient and effective use of law enforcement assets to protect life and property, enforce the law and maintain the peace; and

WHEREAS, criminal activity may affect more than one jurisdiction which necessitates joint cooperation between law enforcement agencies to best protect persons and property, enforce the law and maintain the peace; and

WHEREAS, a proactive approach to addressing crime in our communities is desired;

WHEREAS, N.J.S.A. 40A:14-156 and N.J.S.A. 40A:14-156.1 et seq. authorize mutual aid between law enforcement agencies; and

WHEREAS, the Burlington County Safe Streets Initiative has been formed to provide a coordinated multi-jurisdictional approach to fighting violent crime and protecting life and property in Burlington County.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey as follows:

- A. That the Township of Moorestown is hereby authorized and directed to enter into the Burlington County Cooperation Agreement for Mutual Law Enforcement Aid, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.
- B. That the Mayor and Township Clerk of the Township of Moorestown are hereby authorized and directed to execute said Burlington County Cooperation Agreement for Mutual Law Enforcement Aid Agreement on behalf of the Township of Moorestown.
- C. That the Township Clerk of the Township of Moorestown is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Prosecutor's Office. Said Office shall serve as the central repository and shall maintain a master listing of all Signatory Agencies to this Agreement.

VOTE:

DELGADO
JORDAN
LOCATELL
NAPOLITANO
PETRIELLO

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its meeting on June 12, 2017.

Patricia L. Hunt, Township Clerk

**BURLINGTON COUNTY SAFE STREETS INITIATIVE
COOPERATION AGREEMENT FOR
MUTUAL LAW ENFORCEMENT AID**

Pursuant to N.J.S.A. 40A:14-156 and N.J.S.A. 40A:14-156.1 et seq., there is hereby created the BURLINGTON COUNTY LAW ENFORCEMENT SAFE STREETS INITIATIVE which is formed to provide a coordinated law enforcement approach to fighting crime and protecting life and property in Burlington County.

WHEREAS, law enforcement agencies have the responsibility of protecting lives and property, enforcing the law, as well as keeping the peace; and

WHEREAS, extra-jurisdictional sharing of resources and capabilities is an efficient and effective use of law enforcement assets to protect life and property, enforce the law and maintain the peace: and

WHEREAS, criminal activity may affect more than one jurisdiction, which necessitates joint cooperation between law enforcement agencies to best protect persons and property, enforce the law and maintain the peace; and

WHEREAS, a proactive approach to addressing crime in our communities is desired; and

WHEREAS, the parties agree to execute a mutual aid agreement to formalize their intent to work together and share resources as THE BURLINGTON COUNTY SAFE STREETS INITIATIVE within Burlington County; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Signatory Agencies agree as follows:

1. DEFINITIONS

The following terms will have the meanings listed below, unless the context indicates otherwise:

(a) Assisting Agency

Any and all law enforcement agencies that are signatories to this Agreement that provide personnel to assist in a Major Law Enforcement Operation.

(b) Assisting Personnel

Individual officers of the Signatory Agencies assembled to provide law enforcement assistance in a Major Law Enforcement Investigation.

(c) Incident Commander

Pursuant to the National Incident Management System (NIMS), this individual has the responsibility for the overall management of the specific incident/event including planning, logistics, operations and command, subject to the authority of the County Prosecutor as the Chief Law Enforcement Officer of the County.

The Police Chief or Director of Public Safety from the agency requesting assistance will serve as the Incident Commander or appoint a designee to serve as Incident Commander.

(d) Major Law Enforcement Operation

A proactive or reactive operation conducted in response to or seeking to prevent a serious criminal situation or potential situation which requires the expertise and resources beyond those possessed by the Primarily Responsible Agency.

(e) Primarily Responsible Agency

The law enforcement agency that has primary jurisdiction over the geographical area where the Major Law Enforcement Operation is to occur, subject to the authority of the County Prosecutor as the Chief Law Enforcement Officer of the County.

(f) Signatory Agency

Agencies that have signed this Agreement.

2. PRIOR AGREEMENT

This agreement is not intended to replace any existing interlocal and/or mutual aid agreement or practice involving any of the signatories. Further, this agreement is intended to act in conjunction with the BURLINGTON COUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS, which expires on July 31, 2020, as well as any subsequently executed mutual aid agreements designed to foster cooperation among first responders in multi-jurisdictional situations involving homeland security, fire, flood or other emergency situations.

3. REQUEST FOR ASSISTANCE

A Signatory Agency requesting assistance through the Burlington County Safe Streets Initiative for a planned operation shall submit a written Proposal on agency letterhead to the Burlington County Prosecutor's Office. Following review and preliminary approval, a formal Operational Plan shall be prepared and submitted by the requesting agency for final approval.

4. LIMITATION OF PROVIDING MUTUAL AID ASSISTANCE

Nothing in this agreement shall be construed to require a Signatory Agency to provide resources in response to a Request for Assistance for a Major Law Enforcement Operation if the Signatory Agency's assigned personnel are unavailable.

5. OPERATIONAL COMMAND

In the event of a Major Law Enforcement Operation under the terms of this agreement, the Incident Commander of the Primarily Responsible Agency (or another agency designated by them) shall have overall command authority of all participating law enforcement officers from the Signatory Agencies. The operation shall be run in compliance with the procedures set forth in the National Incident Management System (NIMS).

6. AUTHORIZED STAFF

The Signatory Agencies shall provide the names, titles and contact information for personnel who have the authority to commit resources to a Major Law Enforcement Operation.

7. NO CHARGE FOR USE OF PERSONNEL OR EQUIPMENT

No Assisting Agency shall bill a Primarily Responsible Agency for wages, salaries or use of equipment in a Major Law Enforcement Operation, except as is provided for by a pre-existing separate agreement, in which case reimbursements as permitted therein shall be recoverable as provided within said agreement.

- (a) Each Assisting Agency shall be responsible for any repairs and/or damage done to their own vehicles as a result of participation in a Major Law Enforcement Operation.
- (b) This agreement does not supersede any other agreement either formal or informal between jurisdictions (e.g. state, county or federal governments) or between responding units (e.g. fire departments or different municipalities) subject to the authority of the County Prosecutor as the Chief Law Enforcement Officer of the County, nor does this agreement supersede any Directives issued by the County Prosecutor.

8. DEATH OR DISABILITY

If any member of an Assisting Agency suffers injury or death while rendering mutual aid, 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 Assisting Agency in accordance with N.J.S.A. 40A:14-156.1 and N.J.S.A. 40A:14-156.3. Said rights, benefits and compensation shall be paid by the Assisting Agency and not by the Primarily Responsible Agency or other entity that made the request for mutual aid. Each Signatory Agency shall be individually

responsible for providing adequate benefits, coverage and compensation for its members.

9. AUTHORITY OF ASSISTING PERSONNEL

Assisting Personnel participating in a Major Law Enforcement Operation shall have the same powers and authority as the personnel of a Primarily Responsible Agency at the scene of the operation in accordance with N.J.S.A. 40A-156.2. Said Assisting Personnel shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of the normal duties within their own jurisdiction.

10. LIABILITY INSURANCE

Each Signatory Agency shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Primarily Responsible Agency agrees to hold harmless an Assisting Agency in event of any lawsuit arising out of such assistance.

11. HOLD HARMLESS

For all claims, demands, suits, actions, recoveries, judgments and cost and expenses in connection therewith on account of the loss of life, property of any person, agency, corporation, or government entity which shall arise out of the course of or in consequence of any of the negligent acts or omissions of a Signatory Agency occurring during the course of providing services pursuant to this Agreement, that Signatory Agency shall keep, save and hold harmless all other Signatories to this Agreement.

12. TERM/WITHDRAWAL

This Agreement shall commence upon signing by each of the Signatory Agencies and shall continue in full force and effect through December 31, 2027. Any Signatory Agency may withdraw from this Agreement by providing other Signatory Agencies and the County Prosecutor with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Signatory Agency, this Agreement will continue in full force and effect for all remaining Signatory Agencies.

13. MEDIA RELEASES

Only the County Prosecutor or his/her designee shall release information to the media regarding a Major Law Enforcement Operation conducted under the terms of this Agreement.

14. OPERATION PROCEDURES

The Incident Commander (or a designee) will coordinate all arrests, search warrants, criminal charges, reports, evidence collection, transportation of prisoners and other procedures associated with carrying out a Major Law Enforcement Operation, consulting with the County Prosecutor’s Office as necessary.

15. MODIFICATION

The parties may amend, modify or supplement this Agreement only by the express written agreement of the Signatory Parties.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties regarding the subject matter of this Agreement.

17. SAVINGS CLAUSE

Should any provision of this Agreement be found to be invalid or inoperable, it shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the County of Burlington and each municipality representing each of the participating Law Enforcement Agencies has executed this Agreement and affixed its corporate seal on the date indicated. By executing this Agreement each Signatory Agency acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The Moorestown Township Police Department has executed this agreement on the
(Municipality or Police Department)

13th day of June , 2017.

Authorized Signature: _____ Official Title: Chief of Police

Authorized Signature: _____ Official Title: _____