

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

APRIL 6, 2023

**RESOLUTION AUTORIZING A MEMORANDUM OF AGREEMENT WITH
HANOVER TOWNSHIP POLICE DEPARTMENT**

RESOLUTION 23-04-06-45

WHEREAS, Hanover Township Fire District No. 3 participates in the Rescue Task Force with and under the guidance of the Hanover Township Police Department, and

WHEREAS, the District is desirous of maintain such participation, and

WHEREAS, the Memorandum of Agreement, attached hereto has been reviewed and approved by General Counsel to the District, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF FIRE DISTRICT No. 3, TOWNSHIP OF HANOVER, COUNTY OF MORRIS, STATE OF NEW JERSEY as follows:

1. The Chairman of the Board of Fire Commissioners, or his/her designee is authorized to sign and execute the attached Memorandum of Agreement, between Fire District No. 3 and the Hanover Township Police Department.

It is hereby certified that this resolution is adopted by the Board of Fire Commissioners on this the 6th day of **April, 2023**.

MaryLou DeSimone, Secretary

Fire District No. 3

TOWNSHIP OF HANOVER, COUNTY OF MORRIS

Certification

I, **MaryLou DeSimone**, Secretary of the Board of Fire Commissioners of Fire District No. 3, Township of Hanover, County of Morris, State of New Jersey, hereby certify that the Commissioners at a meeting held on the 6th day of **April, 2023** duly adopted the attached resolution;

23-04-06-45 AUTHORIZING AN MOA WITH HANOVER TOWNSHIP POLICE DEPARTMENT

This resolution was introduced by Commissioner:

X Cornine **DeSimone** **Dugan, Jr.** **Waldron** **Keyser**

and was seconded by Commissioner

Cornine **DeSimone** **Dugan, Jr.** **X Waldron** **Keyser**

Record of the Vote

	Cornine	DeSimone	Dugan, Jr.	Waldron	Keyser
Yes	X	X	X	X	X
No					
Abstain					
Absent					

MaryLou DeSimone, Secretary

Date: March 16, 2023

To: Hanover Township Fire District 3

From: Hanover Township Police Department

Subject: Memorandum of Understanding between the Hanover Township Police Department, Hanover Twp. Fire District 2 and Hanover Twp. Fire District 3 to provide response support to the Rescue Task Force for Hanover Township, New Jersey

RECOMMENDATION

It is recommended that the Hanover Township Police Department authorize the execution of the attached Memorandum of Understanding for the formation of a Rescue Task Force to join Law Enforcement, EMS, and Fire in a common operating goal for the protection of the citizens of Hanover Township, New Jersey against terrorist related mass casualty incidents, including active shooter incidents.

SCOPE

This Memorandum of Understanding is between the Hanover Township Police Department, Hanover Twp. Fire District 2 and Hanover Twp. Fire District 3.

FISCAL IMPACT/FUNDING SOURCE

The initial funding source for activities identified in this Memorandum of Understanding and associated training and equipment is provided by the Northern New Jersey Urban Area Security Initiative. If the Hanover Township Police Department, Hanover Twp. Fire District 2 and Hanover Twp. Fire District 3 agree to continue the partnership developed under this Memorandum of Understanding beyond equipment expiration, as well as privately contracted training, subsequent funding for the local Rescue Task Force activities and resources identified will be the responsibility of the partnering agencies within this Memorandum of Understanding.

BACKGROUND

First responders regularly respond to a variety of incidents. The current trend of home grown and foreign terrorist attacks have shifted to attacks using firearms, explosives, fire as a weapon, and other highly destructive weapons. These incidents are becoming increasingly common. Hanover Township, New Jersey recognizes the need to integrate the local Law Enforcement, EMS, and Fire response organizations into a single, cohesive team capable of operating in these highly volatile situations. The ultimate goal of the Rescue Task Force Program is to increase pre-hospital patient survivability.

The overwhelming focus of this new and innovative program requires a paradigm shift and change in thinking. Studies have shown that any delay in treatment increases the risk of mortality.

Michael Loock
Chief of Police
Hanover Township Police Department

**MEMORANDUM OF UNDERSTANDING BETWEEN THE HANOVER TOWNSHIP
POLICE DEPARTMENT, HANVOER TWP FIRE DISTRICT 2 AND HANOVER TWP
FIRE DISTRICT 3 FOR THE FORMALIZATION
OF EFFORTS IN FURTHERANCE OF THE COLLABORATIVE CAPABILITIES
AND READINESS FOR THE FORMATION OF A RESCUE TASK FORCE TEAM FOR
THE TOWNSHIP OF HANOVER**

General Purpose

The Purpose of this MOU is to establish a formal understanding between participating parties for the collaborative participation in the Hanover Township Rescue Task Force. This agreement applies to the deployment of participating agency members within Hanover Township, New Jersey.

General Provisions

This Memorandum of Understanding is dated for identification this **6th** day of **April, 2023**, and is made by and between the Hanover Township Police Department, law enforcement and investigations, with a base of operations at 1000 Route 10 Whippany, NJ 07981 (hereinafter referred to as “HTPD”); Hanover Twp. Fire District 2, fire suppression/prevention and rescue, with a base of operations at 10 Troy Hills Rd Whippany, NJ 07981 (hereinafter referred to as “HTFD-2”); and Hanover Twp. Fire District 3, fire suppression/prevention, rescue and emergency medical services (EMS), with a base of operations at 82 Ridgedale Avenue Cedar Knolls, NJ 07927 (hereinafter referred to as “HTFD-3”).

RECITALS

- a) HTPD, HTFD-2, and HTFD-3 agencies are dispatched to respond to high risk/critical incidents requiring specially trained Rescue Task Force teams.
- b) HTPD, HTFD-2, and HTFD-3 have long recognized that mutual aid and cooperation in response to critical incidents can be enhanced and made more effective and expeditious through the standardization of training, tactics, and equipment of their respective agencies.
- c) HTPD, HTFD-2, and HTFD-3 recognize that having a cadre of highly trained and skilled responders throughout the three disciplines, fully capable of functioning as an integrated team when the situation dictates, reduces the risk of injury and loss of life to victims; and increases the likelihood of successful patient survivability during critical incidents through the increased capabilities provided thereof.

- d) Each participating agency has expressed a desire to respond more swiftly and consistently to critical incidents. Standardized and continuous training of our personnel provide for a more expedient response in situations that are fluid, quickly evolving, and require the immediate response of the Rescue Task Force.
- f) The purpose of this document is to formalize an agreement between HTPD, HTFD-2, and HTFD-3 as it pertains to the ongoing, regular, and standardized training and equipping of these respective agencies, so that they can more effectively provide support for one another; and operate as a fully integrated team when the incident warrants said response.
- g) HTPD, HTFD-2, and HTFD-3 desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resultant from that ongoing cooperative agreement.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, it is agreed as follows.

1. ENTITIES' STATUS

It is formally agreed that the response of HTPD, HTFD-2, and HTFD-3 will retain their status as separate and independent agencies which possess the unique skills and capabilities to act as a fully integrated Rescue Task Force team when the situation dictates such response under the ultimate authority of HTPD.

2. MISSION STATEMENT

It is the intent of the signatories to achieve the following:

- a) Ensure that the training, tactics, equipment, and skill sets of the members of the Rescue Task Force teams are mutually compatible to the greatest degree possible to further enhance the effectiveness and operational readiness of the team.
- b) Provide for an enhanced **rapid response** Rescue Task Force team which can be organized in the minimal amount of time possible for critical incidents where an immediate response is needed at a local, community-based level.

3. TERM

This agreement will take effect upon the signing of said document by all listed signatories, and will remain in full force and effect for five years in conjunction with the expiration of distributed ballistic gear.

Any party listed herein has the right to terminate participation at any time and for any reason.

HTPD has the right to terminate this MOU, inclusive of the requisition of current equipment, if HTFD-2 and/or HTFD-3 is not operating to expected standards.

4. PERSONNEL

HTPD are responsible for vetting and approving Rescue Task Force individual members in coordination with HTFD-2 and HTFD-3 leadership.

The decision to approve or dismiss any proposed, or active member(s) shall be under the authority of the Chief of Police or his or her designee. In addition to the aforementioned authority wrested with the Chief of Police, the decision to dismiss any HTFD-2/HTFD-3 Rescue Task Force member(s) lies with HTFD-2, HTFD-3/EMS leadership.

Personnel assigned to the Rescue Task Force shall be active and dependable members of their respective agency. Personnel must be in good standing and must demonstrate a minimum of 2 years continued service within their respective agency, or prior service approved by the Chief of Police, or his/her designee. Personnel must be over 21 years of age. In addition:

- 1) All participating personnel will attend scheduled training sessions, including classroom, field trainings, and exercises.
- 2) Rescue Task Force members from all agencies are to attend mandatory training as requested by HTPD. At a minimum, Rescue Task Force members will be required to attend:
 - a) Community Based Rescue Task Force Introductory Program
 - b) Bleeding Control (BCon) – National Association of Emergency Medical Technicians (NAEMT) (Or equivalent)
 - c) Tactical Emergency Casualty Care (TECC)- NAEMT (Or equivalent)

- 3) Additional training opportunities that Rescue Task Force members may but are not obligated to attend include, but are not limited to:
 - a) Law Enforcement and First Responder Tactical Casualty Care – NAEMT (Or equivalent)
 - b) Active Threat Integrated Response Training (ATIRC)- NAEMT (Or equivalent)
- 4) A minimum of two (2) Rescue Task Force exercises per year, coordinated by POLICE, should be conducted in a facility that is likely a vulnerable target for an active shooter or terrorist-related mass casualty incident.
- 5) ALL Rescue Task Force members will be issued individual Personal Protective Equipment (PPE) that will be approved by the Chief of Police or his/her designee.

5. TEAM COMMAND AND MANAGEMENT

When Rescue Task Force team members are operating as an integrated, multi-disciplined team, they shall operate within the parameters of their individual disciplines under the integrated local Rescue Task Force structure, at the direction of HTPD.

6. TEAM COMPOSITION AND STRUCTURE

A Rescue Task Force response may be composed of one responder, at a minimum.

7. RESPONSIBILITIES

The Chief of Police or his/her designee, is responsible for operations planning, as well as the implementation and coordination of all operational plans. The Chief of Police, or his/her designee, is also responsible for training and administrative duties, including overall functioning of the Rescue Task Force.

HTPD, HTFD-2, and HTFD-3 leadership are jointly responsible for ensuring that all policies and procedures of their respective agencies are mutually congruous, supportive, and void of conflicting direction or material.

HTPD is responsible for the completion of the Rescue Task Force's specific mission and for supervising and directing the deployment of the team. HTPD, in consultation with HTFD-2 and HTFD-3 leadership, are also responsible for the overall functioning of the team, including operations, training, equipment, and personnel.

Rescue Task Force team members work under the supervision of the HTPD. Team members will follow all scope of practice policies, procedures, and guidelines specifically outlined in their respective agencies' policy manuals.

8. ACTIVATION

The Rescue Task Force may respond to critical incidents at the request of the HTPD upon notification of an active shooter or terrorist related mass casualty incident.

9. FIREARMS

HTFD-2 and HTFD-3 members, regardless of personal weapon permits, are not authorized to carry weapons as part of the Rescue Task Force program.

10. POLICIES AND PROCEDURES

Each responder assigned to the Rescue Task Force will follow the general operating procedures adopted by the responder's associated agency.

11. AMENDMENTS/ENTIRE AGREEMENT

Amendments and/or modifications to this Agreement can be proposed at any time by any of the three organizations participating in this initiative. No amendment shall be effective unless the amendment is in writing and signed by each of the agencies.

This Agreement supersedes any and all other agreements, either oral or in writing, between the agencies with respect to the subject matter herein. Each agency acknowledges that this Agreement contains the entire agreement between the agencies.

16. INDEMNIFICATION

It is agreed that each individual participating agency hereby indemnifies, and holds harmless, the Partnering Agencies from, and against, all claims for personal injuries or damages of any Partnering Agency personnel arising from the activities directed through the Hanover Township Rescue Task Force.

IN WITNESS WHEREOF, this Agreement is executed by HTPD, HTFD 2, and HTFD 3 for the Township of Hanover.

Hanover Township Police Department

ATTEST:

By: _____
Michael Loock, Chief

Date: _____

Hanover Twp. Fire District 2

ATTEST:

by: _____
Paul Perrello, Chief

Date: _____

Hanover Twp. Fire District 3

ATTEST:

by: _____
Gary E. Keyser, Chairman

Date: April 6, 2023