

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

THIS AGREEMENT is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Atlantic and all of its departments, municipalities including, but not limited to, municipal emergency management agencies, police, Emergency Medical Service and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, or disaster response units, hereinafter sometimes referred to as “Participating Units”, “Requesting Units” or “Responding Units”.

WHEREAS, the President in Homeland Security Directive (HSPD)- 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local¹ and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor or County or Local Emergency Management Coordinator control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

¹ As defined in the Homeland Security Act of 2002, Section 2(10): the term “local government” means “(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments...regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity.” 6 U.S.C. 101(10)

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1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include 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 to 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, 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. **Requests for Mutual Aid and Assistance.** All requests for mutual aid and assistance shall be through the office of the Atlantic County Emergency Management Coordinator, the Atlantic County Sheriff's Department Communications, the Atlantic County Fire Coordinator, the Atlantic County EMS Coordinator, the County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. The office of the Atlantic County Sheriff's Department Communications shall immediately summon Participating County Dispatch Centers for notification of requested Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request. At such time when the Atlantic County Emergency Communications Center is fully operational all notification and coordination activities will be switched from the Atlantic County Sheriff's Dispatch Center to the Atlantic County Emergency Communications Center.
 - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the County Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year or for Emergency Management Agencies upon their four (4) year required recertification.
 - i. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.
 - ii. The appropriate County Emergency Management, Fire, EMS or County Prosecutor will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.

3. **Tactical Command and Authority at Emergency Scene.** The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the

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emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).

4. **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 mutual 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 a mutual 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 mutual 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. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
 - d. 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. 58:10-23.11e).
 - e. 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.
5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.
6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual 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 and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.

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7. **Members Authority.** The members of each Participating Unit making a mutual 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. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.

9. **Term; Withdrawal.** This Agreement shall continue for five (5) years from the date of resolution by the Atlantic County Board of Chosen Freeholders or until terminated or rescinded by all Participating Units. Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the Atlantic County Office of Emergency Management, the office of Atlantic County Sheriff's Department Communications, the respective Fire, EMS, County Prosecutor or his designee with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.

10. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.

11. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

IN WITNESS WHEREOF, County of Atlantic and each Municipality, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part hereof. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The _____ has executed this agreement on the
(Fire department, Municipality or Corporation)

_____ day of _____, 20____

Authorized Signature: _____ Official Title _____

Authorized Signature: _____ Official Title _____

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SAMPLE - RESOLUTION 2015-

**AUTHORIZING MEMBERSHIP IN A MUTUAL AID AND ASSISTANCE AGREEMENT
WITH PARTICIPATING UNITS.**

WHEREAS, mutual aid and assistance agreements between municipalities, counties, emergency management agencies, law enforcement agencies police, Emergency Medical Service, fire departments, fire companies or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A: 14-26 and 40A: 14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD)- 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor or County or Local Emergency Management Coordinator control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et. seq, and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality and/or fire district to enter into a mutual aid and assistance agreement with the County of Atlantic and other municipalities including (but not limited to) emergency management agencies, municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED, by the _____

_____ of the _____ of _____ ,

County of _____ , and State of New Jersey as follows:

- A. That the _____ is hereby authorized and directed to enter into the Atlantic County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

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B. That the _____ and _____

Of the _____ are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the _____.

C. That the _____ is hereby authorized and directed to forthwith forward a copy of this Resolution and an executed copy of Schedule A of the agreement to the offices of the Atlantic County Office of Emergency Management for review and filing by the appropriate Fire, EMS and County Prosecutor or his designee as appropriate.