

# RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DF 15-0623-7**

Date of Adoption **JUNE 23, 2015**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

*[Signature]*  
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **COX**

SECONDED BY **HUDLEY**

WHEREAS, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the "Fire Mutual Aid Plan"); and

WHEREAS, under the Fire Mutual Aid Plan, each municipality or fire district must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

WHEREAS, the Fire Mutual Aid Plan must be 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;

NOW THEREFORE, BE IT RESOLVED, that the MAYOR AND THE GOVERNING BODY of the TOWNSHIP of IRVINGTON does hereby ratify and authorize execution of a Fire Mutual Aid Plan among participating municipalities in and around Essex County, New Jersey, in accordance with the form agreement attached as Attachment "A" and pursuant to N.J.S.A. 52:14E-14 and N.J.A.C. 5:75A-2.2.

## RECORD OF COUNCIL VOTE

X = Indicates Vote    N.V. = No Vote    A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				JONES, 2ND VICEPRESIDENT	X			
COX	X				LYONS	X			
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **JUNE 23, 2015**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *[Signature]* DATE **JUN 23 2015**

BA ☒ BLDG ☐ CFO ☐ COURT ☐ DHS ☐ DHW ☐ DPW ☐ ENG ☐ FIRE ☒ INIC ☐ JUDGE ☐ LIBR ☐ LICEN ☐ LEGAL ☐ MAYOR ☐ OCDP~DIR ☐  
OCDP~AD ☐ P&R ☐ PAYROLL ☐ POL~DIR ☐ POL~CF ☐ PURCH ☐ SEC~PB/BA ☐ TAX ☐ TAX~AS ☐ TAX~COL ☐ TRAFFIC ☐ UEZ ☐  
ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): \_\_\_\_\_

**FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

**THIS AGREEMENT** is made between the parties and participating municipalities and public entities as set forth on Schedule A attached hereto, all of which are either located in the County of Essex, State of New Jersey, or are agencies or instrumentalities thereof (with such participating municipalities referred to at times herein as "Participating Unites").

**RECITALS**

**WHEREAS**, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A. 52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C. 5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively, the "Fire Mutual Aid Plan"); and

**WHEREAS**, under the Fire Mutual Aid Plan, each municipality or fire district must prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate the effective utilization of fire service resources where the implementation of the Fire Mutual Aid Plan is determined to be necessary or appropriate; and

**WHEREAS**, the Fire Mutual Aid Plan must be 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**, this agreement has been authorized by the members of the [GOVERNING BODY] and recommended for execution by the [MUNICIPALITY] and by the Essex County Fire Coordinator, Essex County Fire Chiefs Association and the Fire Chief of [MUNICIPALITY];

## **FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

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

1. **Mutual Aid and Assistance.** Upon requests as provided herein, Participating Units shall provide mutual aid and assistance to each other. Mutual 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 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 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 Mutual Aid and Assistance.** All requests for mutual aid shall be made through the East Orange Fire Department Emergency Dispatch Center, which has been and shall be known as the "Essex County Mutual Aid Response Plan Dispatch Center." Such requests may 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 Regarding Essex County Mutual Aid Response Plan.**
  - a. The East Orange Fire Department Emergency Dispatch Center will continue to serve as the central and sole communications center for this Essex County Mutual Aid Response Plan. For the purposes of the Mutual Aid Plan, East Orange's Dispatch Center shall be identified as "**Essex County Mutual Aid Dispatch.**" They shall provide a regional call center to coordinate and deploy resources throughout the County when necessary to assist all departments effectively and efficiently manage fire and other emergencies.

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- b. Via the Essex County Mutual Aid Dispatch, all Participating Units shall provide a daily status report of the availability of their resources via the Essex County Mutual Aid Radio. This report should reflect any changes in regular availability or status.
- c. All 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.
- d. All requests for mutual aid and assistance shall be made by Participating Units to Essex County Mutual Aid Dispatch with respect to any local fire activity and the 1<sup>st</sup> alarm resources deployed for. In addition periodic situation status reports (approximately every 30 minutes) shall be provided so that mutual aid resource planning and mobilization can be effectively coordinated.
- e. All Participating Units shall request additional resources through the Essex County Mutual Aid Dispatch Center via the applicable Essex County Mutual Aid frequency. All additional resources, either directly to the incident or for station coverage, shall be deployed as a "Task Force" consisting of Two (2) Engines and One (1) Ladder unless otherwise requested. A pre-designated Chief Officer shall be dispatched directly to the incident(s) with the Task Force. In the absence of a Chief Officer, the "Task Force" Truck Company Officer shall be designated as the Task Force Leader.
- f. The Essex County Mutual Aid Dispatch shall dispatch Task Forces based on the specific requirements of the incident, geographical relation to the municipality in need and the availability of other resources.
- g. For purposes of this plan, an "alarm" shall consist of a "Task Force of 2 Engines, 1 Truck and a Chief Officer."
- h. If additional resources are needed to manage the incident, through their Local Fire Dispatch the Incident Commander shall request a (2<sup>nd</sup>, 3<sup>rd</sup>, etc. alarm) to respond to an incident. The Essex County Mutual Aid Dispatch shall then determine whether to refer the incident to a Task Force with a Chief Officer to respond directly to the scene.
- i. If Station Coverage is required, a Participating Unit's Local Fire Dispatch shall request a "Task Force for Station Coverage." Station Coverage Task Forces may be required to respond to the original incident, other incidents within that municipality or to incidents in other municipalities where adequate resources are not immediately available. If the Covering Task Force is deployed, the Essex County Fire Coordinator shall provide additional resources as needed. Every effort will be made by Essex County Mutual Aid Dispatch to maintain adequate resources throughout the County during active incidents.

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- j. All mutual aid units be staffed minimally with a Company Officer and Two (2) Firefighters.
- k. It is recommended that all Participating Units provide "guides," meaning Command Officers or any personnel to assist and or free up task force resources, to help alleviate the stress on the mutual aid system. If a guide cannot be provided then the host agency shall contact the Essex County Fire Coordinator.
- l. As determined by the local Incident Commander, mutual aid resources shall be requested on a "need-only" basis. The host agency shall ensure all resources are being utilized and released as soon as possible. In addition, the host agency shall begin making provisions of recalling their personnel when the incident is expected to remain active beyond a reasonable time.
- m. The Essex County Mutual Aid Dispatch shall be responsible for notifying the Essex County Fire Coordinator of any incident which has required a mutual aid request. The Coordinator or his designee shall report to the Essex County Mutual Aid Dispatch Center, staging area(s), or where the Incident Commander deems necessary.

**Comment [a1]:** Not clear on what a guide is or is supposed to do. This needs to be made clearer.

### **4. Unique Aspects Relative to the Participation of the Newark Fire Department:**

- a. The Newark Fire Department shall be utilized only as a special need or upon an urgent request. The Newark Fire Department shall provide minimally two (2) Engine Companies, One (1) Truck Company and a Chief Officer.
- b. The Newark Fire Department shall not be utilized for station coverage unless other resources cannot be provided in a reasonable time frame or other extenuating circumstances dictate otherwise.
- c. Newark Fire Department will provide or request mutual aid "Task Forces" via the Essex County Mutual Aid Dispatch Center .
- d. Newark Fire Department will satisfy Regional Response and Staffing Obligations in the following specialized areas:
  - 1) USAR – Metro Urban Search and Rescue Strike Team
  - 2) Two Fireboat Responses
  - 3) Cascade/Air Unit
  - 4) Back-up Hazmat Response Unit to the County

### **5. Minimum Qualification for Personnel Responding Under this Mutual Aid Plan:**

- a. All Departments shall be responsible for ensuring that all Firefighters are certified in accordance with New Jersey FF 1 Standard, ICS 200 and NIMS 700

## **FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

- b. All Departments shall be responsible for ensuring that all Company Officers are certified in accordance with ICS 200 and NIMS 700
  - c. All Departments shall be responsible for ensuring that all Chief Officers are certified in accordance with ICS 200, ICS 300 and NIMS 700
6. **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.
7. **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.



## **FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

8. **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.
9. **Death, Injury 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 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 mutual aid plan.
10. **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.
11. **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.
12. **Term; Withdrawal.** This Agreement shall be reviewed and revised from time to time as the need may arise, but will continue indefinitely or until terminated or rescinded by all Participating Units. Any Participating Unit may withdraw from this Agreement by providing all other Participating Units, and the Essex County Fire Coordinator, 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.

IN WITNESS WHEREOF, 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 of its governing body.

**FIRE MUTUAL AID AGREEMENT BETWEEN  
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

**SCHEDULE A**

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.



**FIRE MUTUAL AID AGREEMENT BETWEEN  
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

**FIRE MUTUAL AID AGREEMENT BETWEEN  
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

**FIRE MUTUAL AID AGREEMENT BETWEEN  
PARTICIPATING ESSEX COUNTY MUNICIPALITIES**

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative:

The [MUNICIPALITY] has authorized and executed this agreement on the \_\_\_\_ day of  
\_\_\_\_, 2014.

\_\_\_\_\_  
Authorized Representative: