

**Deptford Fire District  
and  
Reliance Hook & Ladder Company  
MUTUAL AID AGREEMENT**

THIS AGREEMENT, is entered into on this 25 day of September, 2013 between the Deptford Fire District, organized and existing under the laws of the State of New Jersey, and the Reliance Hook & Ladder Company, organized and existing under the laws of the Commonwealth of Pennsylvania (collectively, the “Fire Departments”).

**WITNESSETH:**

WHEREAS, the Fire Departments are responsible for the health, safety, and welfare of their residents; and

WHEREAS, N.J.A.C. 5:75A-2.2(a) requires each New Jersey municipality to prepare, adopt and maintain a local mutual aid plan; and

WHEREAS, the Fire Departments have determined that the mutual sharing of fire service resources can provide for a high level of protection from emergencies for their residents; and

WHEREAS, the Fire Departments recognize that, in case of fire or other emergency, it may need to request the aid of another fire department; and

WHEREAS, response plans have been developed by the Fire Chief of each of the Fire Departments that call for the response of resources from outside of their respective jurisdictions; and

WHEREAS, each fire resource listed in the attached Appendix “A” recognizes that, in case of fire or other emergency, it may be requested to provide aid to any of the other Fire Departments; and

WHEREAS, each party hereto recognizes that it may wish to provide fire fighting equipment and personnel to another party in response to a request for such aid; and

WHEREAS, it is desirable to set forth the mutual rights and obligations resulting from the request for such aid and response thereto; and

WHEREAS, the parties listed in the attached Appendix “A” have regulatory authority to enter into agreements regarding such rights and obligations;

NOW, THEREFORE, it is mutually agreed as follows:

**DEFINITIONS:**

**Emergency Incident:** Any situation to which a unit of the fire service responds to deliver emergency services including, but not limited to, rescue, fire suppression, special operations and other forms of hazard control and mitigation.

**Incident Commander:** The individual in overall command or control of the fire service personnel, and associated emergency equipment and emergency vehicles, at the site of an emergency incident.

## **IT IS AGREED THAT:**

1. The Fire Departments have agreed to allow their individual fire departments and ambulance squads to provide protection in the form of assistance to each other, in accordance with the terms and conditions set forth herein. The Fire Departments may allow for the provision of apparatus and manpower for this purpose when requested to do so by either Fire Department who may be in need of such service. Services of this type shall only be provided when requested by the Fire Chief or on-scene Incident Commander of the Fire Department requesting such mutual aid.
2. The furnishing of such aid shall be wholly within the discretion of the Fire Chief or Commanding Officer of the responding Fire Department or his authorized subordinate, and no liability shall arise from a failure or refusal to furnish such aid.
3. If the responding Fire Department elects to and does begin to furnish such aid, it may at any time and for any reason withdraw any or all of its personnel or equipment, and no liability shall arise from such withdrawal.
4. The requesting Fire Department shall not be required to reimburse any responding Fire Department for aid furnished, supplies, equipment, and/or any operating expenses incurred for mutual aid responses under this agreement.
5. When the resources of a responding Fire Department arrive at the scene of an emergency incident, its Chief or Commanding Officer shall report to the Incident Commander of the incident for instructions and briefing. The Chief or Commanding Officer of the responding Fire Department shall exercise sole control and direction over its personnel and equipment in carrying out the directives of the Chief or Commanding Officer of the incident.
6. The Fire Departments agree to provide Workers' Compensation, or other sufficient insurance to cover their own fire department personnel as they undertake emergency operations within the jurisdictions of the Fire Departments under the terms of this agreement. Mutual aid responses made under this agreement shall be recognized as authorized responses of those departments by their municipalities. All authorized personnel acting in the line of duty in rendering mutual aid shall be considered employees of their respective Fire Department, regardless of the time or place of injury.
7. The Fire Departments agree to furnish adequate liability insurance to cover their respective emergency service personnel and apparatus during mutual aid responses per this agreement. Specifically, each Fire Department shall maintain public liability insurance at a minimum of \$2,000,000 with a minimum of a \$5,000,000 excess umbrella policy, either as a self-carrier or through an insurance carrier, being the amount deemed necessary by the respective parties. A requesting unit agrees to hold harmless a participating unit in the event of any lawsuit arising out of mutual aid rendered under this agreement. Fire Departments receiving mutual aid per this agreement are relieved of any liability incurred by emergency service agencies other than their own.
8. Rights and Immunities. The personnel of each responding unit making a mutual

aid and assistance response shall 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. Each Fire Department shall certify by signing this agreement that each of its responding personnel have completed all of the training required by the New Jersey Division of Fire Safety, the New Jersey Department of Labor (PEOSHA), the New Jersey Department of Health and Senior Services and any other regulatory agency with jurisdiction over the fire service. A list of the training requirements is included in Appendix "B" and Appendix "C".
12. Nothing herein shall affect any rights, duties or liabilities between a Fire Department and its employees, officers or agents.
13. Any Fire Department wishing to terminate this agreement may do so by providing six (6) months advance notice in writing to all other parties.
14. This agreement between the Fire Departments shall automatically renew on its anniversary date every two (2) years as required by N.J.A.C. 5:75A-2.2(a).
15. This agreement is for the Deptford Fire Department and the Reliance Hook & Ladder Company. All local agreements as listed in appendix "A" will be done by local resolutions and filed every two (2) years.
16. This agreement revokes and replaces any previous agreement between the Fire Departments on the subject of mutual fire aid.

**DEPTFORD FIRE DEPARTMENT  
AND  
RELIANCE HOOK & LADDER COMPANY**

_____	_____
Deptford Fire District #1 Chairman	Date
_____	_____
Deptford Fire Department Battalion Chief	Date
_____	_____
Reliance Hook & Ladder Company Chief	Date

## **CONTACT INFORMATION**

***Deptford Fire Department 1370 Delsea Drive Deptford, NJ 08096***

Phone: (856) 848-3098      FAX: (856) 848-3298

Battalion Chief Rich Thomas      Office - (856) 848-3098      Cell – (609) 820-7693

***Reliance Hook & Ladder 1661 Mill Road, Boothwyn PA 19061***

Phone: (610)      FAX: (610)

Chief Michael Byrne      Office - \_\_\_\_\_ Cell: (610) 787-0976

**APPENDIX “A”**

The fire agencies listed below have been included in response plans prepared by the Fire Chief of the Deptford Fire Department for the Deptford Fire District and the Fire Chief of Reliance Hook & Ladder Company.

***GLOUCESTER COUNTY, NJ***

**1. DEPTFORD FIRE DEPARTMENT**

***DELAWARE COUNTY, PA***

**1. RELIANCE HOOK AND LADDER OF BOOTHWYN**

## **APPENDIX “B”**

The following training and/or certifications are required by all members of the fire service in New Jersey.

### **NEW JERSEY DIVISION OF FIRE SAFETY:**

1. FIREFIGHTER 1 CERTIFICATION
2. INCIDENT MANAGEMENT – LEVEL 1 CERTIFICATION

### **NEW JERSEY DEPARTMENT OF LABOR (PEOSHA):**

1. CONFINED SPACE AWARENESS
2. LOCK-OUT / TAG-OUT TRAINING
3. Compliance with a Respiratory Protection Program as required by 29 CFR 1910.134

### **NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES:**

1. HAZARD COMMUNICATIONS
2. RIGHT to KNOW
3. BLOODBORNE PATHOGENS / INFECTION DISEASE CONTROL
4. HAZARDOUS MATERIALS AWARENESS and OPERATIONS
5. All required annual or bi-annual refresher training

### **GLOUCESTER COUNTY OFFICE OF EMERGENCY RESPONSE**

1. CBRNE AWARENESS AND OPERATIONS (ONLY)

## **APPENDIX “C”**

The following training and/or certifications are minimum requirements for all members of the fire service by the Pennsylvania State Fire Commissioner.

### **PENNSYLVANIA MINIMUM REQUIREMENTS**

1. INTRODUCTION TO THE FIRE SERVICE
2. ESSENTIALS OF FIREFIGHTING
3. CPR/AED
4. FIREFIGHTER 1
5. INCIDENT MANAGEMENT LEVEL 1