

MUTUAL AID AGREEMENT

THIS AGREEMENT made this 7th day of October, 2013, retroactive to January 1, 2013 by the River Edge Volunteer Fire Department ("River Edge") and Maywood Fire Department, ("Maywood") and collectively known as "the Departments".

WITNESSETH

WHEREAS, the departments provide fire safety service to their respective communities; and

WHEREAS, the departments may on occasion, need to call upon each other to provide additional service to each other in times of need ("mutual aid"); and

WHEREAS, the departments agree to provide each other with mutual aid when called upon to do so and are desirous of reducing said agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Calls for Assistance: Each department shall have the right to initiate a call for assistance (mutual aid) to any or all the departments which are the subject of this agreement at any time. Said call for mutual aid shall be at the complete discretion of the requesting community and shall be initiated by contracting the dispatch center of the community which is requested to respond.
2. Response: Any department which received a request for mutual aid shall initiate a call through its usual alert system to its available department members of utilize on duty personnel. Said responding department shall supply all requested available personnel and equipment that it deems available in the reasonable discretion to the requesting department.
3. Chain of Command: The responding department(s) shall report to the Incident Commander of the department requesting the mutual aid. The Incident Commander, or his designee, of the requesting department shall direct all personnel and equipment at the scene.
4. Disclaimer of Liability: Each department agrees that they shall in no way be liable to the other departments for failure or inability to respond to a mutual aid request or to provide the level of personnel or equipment requested. The departments further agree to hold each other harmless from any and all liability which results from the response to or provision of requested mutual aid.
5. Effective Date and Cancellation: This agreement shall take effect upon execution by all parties hereto and shall remain in effect and bind all parties unless and until any department provides written thirty (30) day notice of their desire to opt out of the agreement. Said notice shall be provided to the Fire Chief of all departments participating in this agreement via confirmed written deliver.

WITNESS

Judy Connell
Secretary, Clerk

Jean M. Pelletier
Borough Clerk

By: [Signature]
Sandy Mascaritolo, Mayor

By: [Signature]
John H. Mauthe, Fire Chief
River Edge Volunteer Fire Department

By: [Signature]
Gary Neumann, Fire Chief
Maywood Fire Department

By: [Signature]
Gregg A. Padovano, Mayor