

**Intrastate Mutual Aid Agreement
County Emergency Response Program
For CBRNE/Hazardous Materials Incidents**

This Agreement, has been made this _____ day of _____, 2008, between the county governing bodies in the State of New Jersey for the purposes of establishing a single, intrastate mutual aid document to coordinate CBRNE (chemical, biological, radiological, nuclear, and explosive) and hazardous materials (Hazmat) emergency response services and to establish that all CBRNE and Hazmat response programs will utilize the Unified Command Structure as required by the National Incident Management System (NIMS). This Agreement is intended to address a single large-scale CBRNE or Hazmat incident or multiple, simultaneous incidents that may occur within a county overwhelming that county's emergency CBRNE/Hazmat response capabilities. This agreement is not intended to supplant any existing CBRNE/Hazmat teams or a county's capability to respond to CBRNE/Hazmat incidents.

WITNESSETH:

WHEREAS: Pursuant to N.J.S.A. 26:3A2-21 et seq., all counties in the State of New Jersey, through their respective County Agencies certified pursuant to the County Environmental Health Act (CEHA), N.J.S.A. 26:3A2-21 et seq., insure the provision of CBRNE/Hazmat emergency response services within the municipalities of their respective county-wide response jurisdictions; and

WHEREAS: All counties in the State of New Jersey, through their county governing body named below, desire to formalize an intrastate CBRNE/Hazmat Emergency Response Mutual Aid Agreement, upon reciprocal terms, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (Adopted April 3, 2008, P.L. 2008, c. 63 and effective November 1, 2008); and

WHEREAS: This intrastate CBRNE/Hazmat Emergency Response Mutual Aid Agreement shall be in addition to, and shall not conflict with, any CBRNE/hazardous materials emergency response mutual aid in a declared state of emergency as covered by the New Jersey Civil Defense Act, N.J.S.A 9-33 et seq. and shall supplement each county's Emergency Operations Plan, Hazardous Materials Annex and be made a part thereof; and

WHEREAS: Within each respective county, there exists CBRNE/Hazmat Emergency Response program(s) whose function, inter alia, is to respond to and address incidents which result in the discharge or release of hazardous materials into the environment, including CBRNE incidents; and

WHEREAS: A large scale, prolonged, or significant CBRNE/Hazmat incident may exceed the manpower and resources of a county in which the incident occurred, or multiple, simultaneous incidents may occur that exceed a county's resources and/or any inter-county mutual aid agreements that already exist and have been implemented; and

WHEREAS: The county in which such an incident has occurred must coordinate additional emergency response resources as may be required to contain and control the emergency event and also provide back-up coverage within the impacted county should another CBRNE/Hazmat incident occur; and

WHEREAS: During such periods of activation, the county CBRNE/Hazmat emergency response program in which the incident has occurred shall retain all command and control functions, will coordinate with the State Office of Emergency Management; and shall utilize the Unified Command Structure as required by the National Incident Management System (NIMS) when working with out-of-county CBRNE/Hazmat emergency response agencies responding to the identified mutual aid incident; and

WHEREAS: Each of the counties that have entered into this Agreement will provide the county requesting such mutual aid with available staff that includes Hazmat technicians, appropriately equipped vehicles, analytical instrumentation, spill and discharge containment resources, and mass/gross decontamination operational materials; and

WHEREAS: The counties named below are desirous of authorizing their CBRNE/Hazmat response personnel and equipment to provide assistance to other counties through this Intrastate CBRNE/Hazmat Emergency Response Mutual Aid Agreement in accordance with approved State and County Emergency Operations Plan; with the NJDEP Technical Requirements for Site Remediation, N.J.A.C. 7:26E; applicable PEOSH requirements; and the February 2003 "Hazmat Emergency Response Teams Standards for Operations and Training" New Jersey State Police guidance document or its successor.

NOW THEREFORE, in consideration of the mutual aid promised between the parties hereto and contained therein, the counties in the State of New Jersey that sign this document, do mutually agree as follows:

1. To continue to insure the provision of CBRNE/Hazmat emergency response services and to make such services available to support a request for mutual aid necessitated by a large-scale and/or multiple CBRNE/Hazmat incidents, consistent with the terms of this agreement.
2. When large-scale and/or multiple CBRNE/Hazmat incident(s) occur and warrant the implementation of this Agreement, the county Office of Emergency Management Coordinator of the county in which the incident has occurred (the "Requesting Coordinator" or "Requestor") will initiate the request to any/all other county Office of Emergency Management Coordinator(s), (the "Responding

Coordinator"). The Requesting Coordinator shall describe the nature of the emergency; what resources and/or personnel are necessary; provide an estimate on the duration of needs; explain why the requesting county is unable to meet these needs internally; and request one of the following actions: (a) Respond to the incident; (b) Stand-by at their point of operations for subsequent response; or (c) Stand-by at a location specified by the Requesting Coordinator until directed to respond to the existing or subsequent CBRNE/Hazmat incidents.

3. The Responding Coordinator will inform the Requestor whether the resources and/or personnel are available without compromising of the Responding Coordinator's primary jurisdiction and is also responsible for backfilling resources should resources and/or personnel be deployed out of the county.
4. The Responding Coordinator may decline to provide assistance should the request jeopardize the critical needs of the Responding Coordinator's primary jurisdiction. A declination in this instance shall not constitute a breach of this Agreement.
5. Upon notification, through established communications protocols, the requested CBRNE/Hazmat agencies (hereinafter the responding CBRNE/Hazmat agency) shall take action as stipulated in 2.(a), (b) or (c) above and shall fall under the direction and control of the County Office of Emergency Management in which the emergency incident has occurred in accordance with the established Incident Command System structure. The responding CBRNE/Hazmat agency will maintain the final decision on personnel overtime. Whenever this agreement is implemented, the State Office of Emergency Management shall be notified. In addition, where two or more counties receive requests from the same Requesting

Coordinator to respond to a CBRNE/Hazmat incident, all coordination shall be through the existing State OEM Coordinators.

6. All responding CBRNE/Hazmat agencies will provide available staff that include certified Hazardous Materials Technicians (or equivalent) and provide such services to supplement ongoing emergency response operations consistent with their training.
7. All responding CBRNE/Hazmat agencies will provide appropriate vehicles, equipment, and decontamination modalities, as may be requested and available in support of emergency operations.
8. The Requestor or his designee shall be the lead on any bill back and cost recovery operations related to this emergency mutual aid coverage, as permitted under the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and the County Environmental Health Act (CEHA), N.J.S.A. 26:3A2-21 et seq. for all CBRNE/Hazmat agencies seeking reimbursement of reasonable costs expended as part of their deployment to the requesting county;
9. All CBRNE/Hazmat agencies shall cooperate with each other in any civil actions which may be instituted;
10. At all times, the participating CBRNE/Hazmat agencies shall hold each other harmless from any and all damages, or claims for damages, to persons or property which may result from the acts, failure to act, or willful misconduct of their respective employees, agents, or instrumentality's in carrying out the assigned duties under this agreement. The hold harmless protections will not apply where

the damages and/or injuries result from documented cases of gross negligence of the agency under whose direction the assigned duties were performed;

11. This Agreement becomes effective upon signature of two or more county governing bodies and remains valid as to those counties which are signatories to this agreement until either all counties have withdrawn from this Agreement or if this Agreement is superseded;
12. Any party may terminate their participation in this agreement by providing at least ninety (90) days written notice to each of the remaining parties to this agreement; and
13. This agreement may not be modified except through a written amendment approved by the respective governing bodies of those counties which are still signatories to this agreement.

IN WITNESS WHEREOF: The parties have caused this agreement to be executed by their Chief Executive Officers on the date and year written therein.

ATTEST:

The County of _____

, Clerk
Board of Chosen Freeholders

, Director
Board of Chosen Freeholders