

WESTERN MASSACHUSETTS REGIONAL HOMELAND SECURITY ADVISORY COUNCIL

for Berkshire, Franklin, Hampden and Hampshire Counties

Western Massachusetts Intergovernmental Emergency Mutual Aid Agreement

This Mutual Aid Agreement (“Agreement”) is entered into by and between the following cities and towns: (list all cities and towns that have signed the agreement)

Section 1: Purpose

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement to provide services to prevent and combat the effects of a mass casualty incident or emergency and disasters as defined in Chapter 639 of the Acts of 1950 when a local emergency has been declared and local resources are insufficient to meet this unusual need.

The safety and well being of a community will best be protected through the concerted efforts of multiple governments providing assistance to one another. The promotion and coordination of this assistance through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

Section 2: Authority

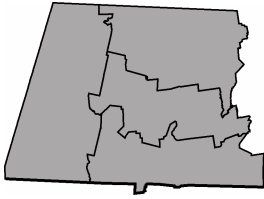
The Agreement is intended for use in an emergency situation, “in the light of exigencies of an extreme emergency situation” as excerpted from Chapter 639 of the Acts of 1950, as codified under Mass Gen. Laws. C. 33, appendix and other relevant State and local laws and policies. In addition, pursuant to M.G.L. Chapter 40, Section 4A, mutual aid agreements may be made among municipalities or municipal agencies, with the authorization of the City Council and Mayor in a city, and of Town Meeting in a town.

Section 3: Definitions

Mutual Aid means aid to another local government in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public safety and welfare.

Inter-municipal refers to the surrounding local governments participating in this mutual aid agreement.

Receiving Government means the local government requesting mutual aid from another local government.



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Sending Government means the local government sending mutual aid to another local government.

Section 4: Other Agreements

This Agreement supersedes prior past mutual aid agreements or inter-municipal agreements among the signatories of this Agreement, except for the Berkshire, Franklin, Hampden and Hampshire Counties Fire and Police Mutual Aid Agreements and the State Fire Mobilization Agreements which are not superseded by this agreement.

This Agreement does not limit any municipalities' ability to enter into mutual aid agreements in the future.

Section 5: Requests for Assistance

In order to request mutual aid pursuant to this Agreement, the receiving Government must declare a local emergency as defined in Chapter 639 of the Acts of 1950 and then request mutual aid from the Sending Government.

Section 6: Limitations

The provision of mutual aid is voluntary. Neither the Sending nor Receiving Government shall be required to deplete its own resources.

Section 7: Supervision and Control

Personnel and equipment dispatched to a Receiving Government shall remain employees of their respective Sending Government, but shall work under the overall discretion of the Receiving Government.

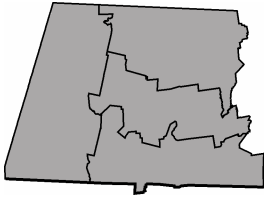
The Receiving Government will utilize the incident command system and responding resources from Sending Government(s) will be incorporated as appropriate into that system.

Section 8: Powers and Rights

Employees of the Sending Government agencies that are parties to this Intergovernmental Mutual Aid Agreement shall be granted recognition of their respective jurisdiction, authority, licenses or permits outside their original jurisdiction under this Intergovernmental Mutual Aid Agreement.

Section 9: Liability

The Sending Government will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be part of a claim for reimbursement. The Receiving Government agrees to maintain adequate liability insurance or be self insured and to hold harmless and indemnify the Sending Government



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for any and all claims occurring while its personnel and equipment are working under the direction of the Receiving Government. These indemnities shall include legal fees and costs that may arise from providing emergency aid pursuant to this Agreement, to the extent permissible under Massachusetts General Laws.

Section 10: Workers Compensation

The Sending Government will maintain workers compensation coverage for its employees and liability coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be part of a claim for reimbursement. The Receiving Government agrees to maintain adequate liability insurance or be self insured and to hold harmless and indemnify the Sending Government for any and all claims occurring while its personnel and equipment are working under the direction of the Receiving Government. These indemnities shall include legal fees and costs that may arise from providing emergency aid pursuant to this Agreement, to the extent permissible under Massachusetts General Laws.

Section 11: Reimbursement

Hourly rates, equipment costs, and hours worked by those providing Emergency mutual aid will be provided to the Receiving Government for all actual costs. The Sending Government providing emergency mutual aid may request reimbursement for all actual costs. The Receiving Government agrees to promptly process and pay actual costs to the Sending Government providing emergency mutual aid based on customary and good practices notwithstanding potential reimbursements from State or Federal emergency relief programs.

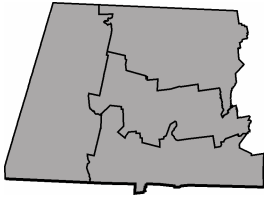
Section 12: Implementation

The purpose of these recitals is to insure that the Sending Government is reimbursed all specified and reasonable costs and assumes no additional liabilities as a result of the Agreement. The Sending Government and its designee shall determine the manner and degree which such emergency mutual aid is utilized.

During the performance of this Agreement, the Receiving Government agrees as follows:

The Receiving Government will not discriminate against any client or applicant for services because of race, color, religion, sex, age, sexual orientation, disability, family status or national origin. The Receiving Government will take affirmative action to ensure that clients, applicants and employees are treated without regard to their race, color, religion, sex, age, sexual orientation, disability, family status or national origin.

In the event of the Receiving Government's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Receiving Government may be declared ineligible to participate in a further emergency mutual aid Agreements.



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The Receiving Government further covenants that in the performance of this Agreement, they do not have any interest, direct or indirect, which will conflict in any manner or degree with the performance of the emergency mutual aid hereunder.

This Agreement shall be governed by the law of the Commonwealth of Massachusetts unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of the county in which the complaining municipality resides, or the Federal District Court sitting in Springfield, Massachusetts.

Both the Sending Government and the Receiving Government shall comply with all applicable rules and regulations promulgated by all local, state, federal and national boards, bureaus and agencies.

Section 13: Term of Agreement

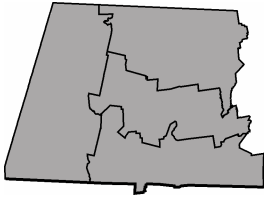
This Agreement represents the entire and integrated Agreement between the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT (list on pages attached) and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT (list on pages attached).

This Agreement is to remain in effect for twenty-five years from the date of execution, at which time it may be extended in accordance with Massachusetts law. Any party may withdraw from this Agreement at any time by sending fourteen (14) days' prior written notice to all other parties. This Agreement shall continue to be in effect among the remaining parties.

Section 14: Severability

This Agreement may be amended only by written instrument signed by all the LOCAL GOVERNMENTS THAT HAVE SIGNED THIS AGREEMENT (MEMA has the original list of signatories).

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this Agreement, and for this purpose the provisions of this Agreement are declared severable.



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[Recommend to add as exhibits, documents reflecting the votes or authorizations for each municipality to join the agreement]

Check your local charter, ordinances, or bylaws for signature requirements. Local laws may require a different form of approval than what is given here, so you may need to make appropriate changes. We strongly advise that your city or town attorney review the Agreement.

Signature page(s) for **Western Massachusetts Intergovernmental
Emergency Mutual Aid Agreement:**

[City/Town] of _____

[City Council Chair/Chair, Board of Selectmen]

By: _____ Date: _____
[Title and Agency--print]

By: _____ Date: _____
[signature]

[City/Town] of _____

[Chair, Board of Health/City's Health Department Agent]

By: _____ Date: _____
[Title and Agency--print]

By: _____ Date: _____
[signature]