

## **Mutual Aid Agreement among Public Health Agencies in Emergency Preparedness Region \_\_**

**This Mutual Aid Agreement (“Agreement”) is entered into by and between the public health agencies of the following cities and towns:**

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### **Section 1: Purpose**

The purpose of this Agreement is to provide for mutual aid and assistance between the municipalities entering into the Agreement when the resources normally available to a municipality are not sufficient to cope with a situation which requires public health action. The health and well being of a community will best be protected through the concerted efforts of multiple public health agencies 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.

This Agreement is in no way intended to substitute for the ordinary public health activities of any city or town. The parties intend that designees from the Sending Agency will not operate as the sole personnel of the Receiving Agency.

### **Section 2: Authority**

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**

**Authorized Representative** means an official of a signatory entity who is authorized to request, offer, or otherwise provide assistance under this Agreement, and is authorized by law to execute a contract in the name of a governmental unit. A member/designee of the public health agency, if so authorized shall be the authorized representative. If a member/designee of the public health agency is not authorized, the authorized representative shall be the chief executive officer or other officer so authorized; and this officer shall work jointly with a member/designee of the public health agency.

**Mutual Aid** means aid to another public health agency in the form of personnel, equipment, facilities, services, supplies, or other resources appropriate to public health programs, including but not limited to inspections; vaccination clinics; centers for the distribution of pharmaceuticals; administrative assistance; specimen collection, conveyance, and testing; consulting; environmental assessment; and other programs.

**Public Health Agency** means the appropriate and legally designated health authority of the city, town, or other legally constituted governmental unit within the Commonwealth having the usual powers and duties of the board of health or health department of a city

or town.

**Receiving Agency** means the public health agency requesting mutual aid from another public health agency.

**Region** means one of the Emergency Preparedness Regions established by the Massachusetts Department of Public Health.

**Sending Agency** means the public health agency that provides mutual aid to another public health agency.

#### **Section 4: Other Agreements**

This Agreement recognizes and does not supersede present and future mutual aid agreements or intermunicipal agreements among the signatories of this Agreement.

This Agreement does not limit any party jurisdiction's ability to enter into mutual aid agreements in the future with neighboring municipalities and public health agencies, whether inside or outside Region \_\_\_.

#### **Section 5: Requests for Assistance**

1. The public health agency of each party jurisdiction shall designate an authorized representative in accordance with Section 3. The authorized representative of a Receiving Agency may request the assistance of another party jurisdiction by contacting the authorized representative of that jurisdiction. The authorized representative of a Sending Agency may authorize the sending of mutual aid.

2. The provisions of this Agreement shall apply only to requests for assistance made by and to the authorized representative.

A. Requests may be verbal or in writing.

B. If verbal, the request shall be confirmed in writing at the earliest possible date, but no later than 10 calendar days following the verbal request.

C. Written requests shall provide the following information:

(1) A description of the function for which assistance is needed;

(2) The amount and type of personnel, equipment, materials, services, supplies, and/or other resources needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Sending Agency's response and a point of contact at that location.

D. The parties recognize that especially during an emergency, the requirements for protection of the public health and safety may require work, services, or supplies beyond that contained either in an oral or written request (confirmation). Nothing in this Agreement should be construed to limit the ability of either agency or its personnel to respond in any manner necessary for the preservation of the public health and safety. To the extent such services or supplies are extended,

the provisions of this Agreement shall apply.

### **Section 6: Limitations**

1. The provision of mutual aid is voluntary. Neither the Sending nor Receiving Agency shall be required to deplete its own resources.
2. The extent of assistance to be furnished under this Agreement shall be determined solely by the Sending Agency, and the assistance furnished may be recalled at the sole discretion of the Sending Agency; provided however, that the Receiving Agency shall determine the scope of services to be delivered by the Sending Agency. Unless otherwise specified by the Receiving Agency in its request for assistance or otherwise, persons from the Sending Agency shall have the same legal enforcement authority in the receiving community as other persons serving in similar capacities in the Receiving Agency.

### **Section 7: Supervision and Control**

1. Personnel sent to assist another community under this Agreement will continue under the command and control of their regular supervisors, but they will come under the operational control of the Receiving Agency. The Receiving Agency may use an incident command system (ICS) or unified command system.
2. Employees shall remain employees of their own agencies at all times. Each agency, sending or receiving, shall be responsible for its own employees' wages, benefits, and similar obligations.

### **Section 8: Powers and Rights**

Each Receiving Agency shall afford to the personnel of any Sending Agency operating within the Receiving Agency's jurisdiction the same powers and rights as are afforded to like personnel of the Receiving Agency.

### **Section 9: Liability**

1. Each party shall be liable for the acts and omissions of its own employees and not for the employees of any other agency in the performance of this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. Each party agrees to indemnify and hold harmless the other parties to this Agreement from liability resulting from the acts and omissions of its own employees, including travel, in the performance of this Agreement to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258.
2. By entering into this Agreement, none of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law.
3. This Agreement is by and between the municipalities which have executed it. Each

states that it is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person.

### **Section 10: Workers Compensation**

If applicable, each party jurisdiction shall provide for the payment of workers compensation and death benefits to the personnel of its own jurisdiction.

### **Section 11: Reimbursement**

1. Under this Agreement, there is no expectation of automatic or contractual reimbursement for the provision of any mutual aid. However, the parties may develop compensation agreements separately or within the context of this Agreement.
2. In the event of an emergency requiring state or federal assistance, Sending and Receiving Agencies may apply for any type of state or federal assistance.
3. In any fiscal year in which a Sending Agency provides service to a Receiving Agency under this Agreement, both agencies shall keep records appropriate to record the services performed, costs incurred, and reimbursements and contributions received. Such records shall be available for, and shall be subject to, audit as is otherwise required by law for municipal financial records. Such records shall also be summarized in a financial statement that will be issued to the Receiving Agency, and to any other participant in the Agreement upon request.

### **Section 12: Implementation**

1. This Agreement shall be binding and in effect after it is signed in accordance with the local charter or bylaws, and upon its approval by the legislative body, of any two municipalities.
2. Additional parties may join this Agreement upon acceptance and execution of it.

### **Section 13: Term of Agreement**

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**

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.

[City/Town] of \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Title and Agency]

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_  
[Name]  
City/Town Counsel

Approved by [Appropriate Executive Officer]:

\_\_\_\_\_ Date: \_\_\_\_\_

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