

**Public Works Emergency/Non-Emergency
Mutual Aid Agreement**
[always have town legal review before adopting]

This Mutual Aid Agreement (herein known as the ‘Agreement’) is between the municipalities of **XX and XX. [as many or as little towns as you like.** This Agreement is executed when all parties sign, effect the [day] of [month], [year].

It is understood and agreed that every municipality has a vested interest in the preservation of our local and regional road systems for the benefit of the traveling public. The purpose of this Mutual Aid Agreement is to provide a framework through which the municipalities named herein may assist each other in times of need.

Each municipality possesses the necessary equipment and personnel to address routine transportation maintenance and construction activities but recognizes that it would not be capable of responding to catastrophic emergencies or natural disasters. In response, each Municipality has clearly demonstrated that emergency and non-emergency related cooperation remains in the best long-term interests of all parties. Accordingly, each municipality realizes that having this cooperative agreement and related guidelines is essential to ensuring a consistent, coordinated, and timely response in providing mutual aid.

A. General

Each municipality signing this Mutual Aid Agreement agrees to the following general terms and conditions as follows:

- 1) Category of aid. This Agreement covers aid relating to activities traditionally associated with public works and highway construction and maintenance activities.
- 2) Equipment & Coverage. Assistance covered under this agreement includes but is not limited to: administrative services, skilled highway personnel, and use of related equipment.
- 3) Counterparts. The Signatories may execute this Agreement in multiple counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 4) Execution. Each municipality hereto has read, agreed to and executed this Agreement on the date indicated.
- 5) Authorization. The execution of this Agreement has been signed by a properly authorized representative of the municipality after any appropriate approval has been received from the governing body of the municipality.
- 6) Administrative requirements. Participating municipalities shall prepare as an addendum to this Agreement which shall identify: the designated contact person(s) authorized to act on behalf of the municipality, a general checklist of equipment, available personnel resources (i.e., number of staff and job task assignments), and (if applicable) identification of available material sources for road construction/maintenance. Updates to this list shall be made as necessary. The municipality rendering aid shall also document the expenses of equipment, materials, and personnel during the time of aid for potential monetary reimbursement during federally declared disasters.

- 7) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the aiding municipality and the decision to render aid will be made by the municipality's designated contact person. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds. No municipality shall have any liability to any other municipality by reason of their inability to respond to a request for aid.
- 8) Indemnification. Each requesting municipality agrees to indemnify and hold harmless any aiding municipality and its employees, officers and agents from any claim relating to cost, damage or injury of any description to any person or property caused by or through the action of any aiding municipality while rendering aid pursuant to this Agreement. It is understood that acts of gross negligence and/or illegal behavior are exempt from indemnification.
- 9) Insurance. Each aiding municipality shall be responsible for providing insurance to the fullest extent possible, including but not limited to workman's compensation insurance, to cover any damage or injury of any description to any person, property or equipment owned or provided by an aiding municipality to the extent the damage or injury may have occurred while rendering aid to a Requesting Municipality.
- 10) Duration. This agreement shall remain in force until such time as revoked in writing giving thirty (30) days notice to the other parties.

B. Emergency Aid

Each municipality signing this Agreement agrees to render emergency aid to any of the other signatories as follows:

- 1) Request for aid. Mutual aid shall not be requested unless the municipality's resources are deemed inadequate. The requesting municipality agrees to make a verbal request, followed by a written request, to the aiding municipality within a reasonable time after aid is needed and with reasonable specificity. Requests should be made by and to the municipality's authorized representative.
- 2) Operating Structure & Protocols. It is further agreed that command will be structured in accordance with the Incident Command System (ICS) of the National Incident Management System (NIMS), and that if the emergency/disaster is multi-jurisdictional, a Unified Command will be employed when practical.
 - a. It is further agreed that when any personnel or equipment is deployed under the terms of this agreement, the authorized representative of the aiding municipality shall report to the requesting municipality's authorized representative. Orders by the requesting municipality will be given to the aiding municipality who will then give orders or direction to their personnel and then remain in communication with the requesting municipality. The aiding municipality may be under the direct control of an officer of the requesting municipality only by mutual agreement.
 - b. In all cases and at all times, the person in charge shall have the right and responsibility to ensure that all personnel are asked to perform only those tasks or operations that are consistent with their training and are in accordance with their home protocols and accepted safe practices.
 - c. Visiting personnel shall remain under the control of "command" until the requesting municipality releases said personnel and equipment or until said personnel are recalled by the aiding

municipality. Such personnel and equipment shall be released as soon as reasonably possible and returned to the aiding municipality.

d. Lastly, it is agreed that each assisting emergency response organization will operate in accordance with its home district protocols and each emergency response person will operate according to the protocols of his/her own organization, and within the scope of his/her own training and certification, or under the supervision of a person with appropriate training and certification. In no event shall the aiding municipality be required to perform in a way inconsistent with their home protocols or inconsistent with accepted safe practices.

3) Compensation. It is further agreed that nothing herein shall preclude the parties from mutually agreeing to make and receive payment for services rendered in accordance with the cost provisions referred to in this agreement. Likewise, where a Municipality is responsible for causing the emergency are liable for coverage of expense of the emergency, coverage of such expense may be pursued from aiding municipality. Otherwise there shall be no compensation for providing emergency mutual aid.

C. Non-Emergency Aid

Each municipality signing this Agreement agrees to render aid under non-emergency but extraordinary circumstances to any of the other signatories as follows:

1) Request for aid. Mutual aid and assistance shall not be requested unless the municipality's resources are deemed inadequate. The requesting municipality agrees to make a verbal request, followed by a written request, to the aiding municipality within a reasonable time after aid is needed and with reasonable specificity. Requests should be made by and to the Municipality's authorized representative.

2) Compensation. Within 30 days of the return to the home work station of all personnel and equipment of the aiding municipality, the aiding municipality may submit to the requesting municipality an invoice of all charges related to the aid provided pursuant to this Agreement, which invoice shall be paid by the requesting municipality within thirty business days of receipt.

3) Invoices to the Requesting Municipality. Compensation to the requesting municipality may occur by concurrence from the Requesting and aiding municipality and shall be invoiced as follows:

a. Personnel. Charges for personnel shall be in accordance with the standard practices of the aiding municipality.

b. Equipment. Charges for equipment, such as dump trucks, graders, and other equipment used in response to a request for aid, shall be the municipal rates approved under state guidelines, or in the absence of municipal rates, at the rates set forth in the then-current FEMA Schedule of Equipment Rates (or equivalent schedule promulgated by any successor agency to FEMA), for such equipment in the aiding municipality's location. Equipment charges shall include the cost for the reasonable cost of repairs actually paid in the event of damage to equipment incurred in the course of rendering aid to the extent such cost is not otherwise covered by available insurance.

c. Transportation. The aiding municipality shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.

- d. Ancillary Expenses. Charges for ancillary expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the aiding municipality.

So Agreed: Town of _____

By: _____ Title: _____

Date: _____

So Agreed: Town of _____

By: _____ Title: _____

Date: _____