

**HOUSE . . . . . No. 31**

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**The Commonwealth of Massachusetts**

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**In the Year Two Thousand Nine**  
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An Act CREATING A STATEWIDE MUTUAL AID SYSTEM.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. Chapter 40 of the General Laws is hereby amended by inserting after  
2 section 4I the following new section:-

3 Section 4J. Statewide Mutual Aid Agreement

4 There is hereby created a Statewide Mutual Aid Agreement, the purpose of which is to  
5 create a framework for the provision of mutual aid assistance among the parties to the agreement  
6 in the case of any public safety incident. The assistance to be provided pursuant to the  
7 agreement shall include, but not be limited to fire service, law enforcement, emergency medical  
8 services, transportation, communications, public works, engineering, building inspection,  
9 planning and information assistance, mass care, resource support, public health, health and  
10 medical services, search and rescue, and any other resource, equipment or personnel that a party  
11 to the agreement may request or provide in anticipation of, or in response to, a public safety  
12 incident.

13 Article I. DEFINITIONS

14 Governmental unit: A city, town, county, a regional transit authority established under  
15 the provisions of chapter 161B, a water or sewer commission or district established under the  
16 provisions of chapter 40N or pursuant to a special law, a fire district, a regional health district  
17 established under the provisions of chapter 111, the Massachusetts Port Authority, a regional  
18 school district, a law enforcement council, or any other political subdivision of the  
19 Commonwealth.

20 Employee: A person employed full time or part time by a governmental unit, any  
21 volunteer officially operating under a governmental unit, and any person contractually providing  
22 services to a governmental unit.

23 Agreement: The Statewide Mutual Aid Agreement established by this section.

24 Law Enforcement Council: A non-profit corporation organized under G. L. c. 180 whose  
25 directorate includes municipal police chiefs and whose membership includes (i) municipalities  
26 whose participation in the council has been authorized by their principal executives, and (ii)  
27 other law enforcement agencies; and whose purpose is to provide:

- 28 a.) mutual aid to its members pursuant to mutual aid agreements;
- 29 b.) mutual aid and /or requisitions for aid to non-members consistent with the  
30 provisions of G. L. c. 40, s. 8G and/or G. L. c. 41, s. 99; and,
- 31 c.) enhanced public safety by otherwise sharing resources and personnel.

32 Party: A governmental unit that is a party to the agreement pursuant to this section.

33 Sending party: A party that renders aid or assistance to another party pursuant to the  
34 Agreement.

35            Requesting party: A party that requests aid or assistance from another party pursuant to  
36 the Agreement.

37            Public safety incident: Any event, emergency or disaster, that threatens or causes harm to  
38 public health, safety and/or welfare and that exceeds, or reasonably may be expected to exceed,  
39 the response or recovery capabilities of any governmental unit. These events include, but are not  
40 limited to, natural and manmade disasters, technological hazards, planned events, civil unrest,  
41 health related events and emergencies, acts of terrorism, and trainings and exercises that test and  
42 simulate the ability to manage, respond to or recover from any of the forgoing events.

43            Authorized representative: In the case of a city or town, the mayor, city manager, town  
44 manager, town administrator, executive secretary, police chief or on-duty shift commander of the  
45 police department, fire chief or on-duty shift commander of the fire department, health director  
46 or chair person of the Board of Health, and the emergency management director. In the case of a  
47 governmental unit that is not a city or town, the chief executive officer or on-duty shift  
48 supervisor.

49            Emergency Management Assistance Compact (EMAC): The interstate compact that  
50 provides for mutual assistance between the Commonwealth and certain other states pursuant to  
51 Chapter 339 of the Acts of 2000.

52            International Emergency Management Assistance Compact (IEMAC): The international  
53 compact that provides for mutual aid between the Commonwealth and certain other states and  
54 provinces of Canada pursuant to Section 58 of Chapter 300 of the Acts of 2002.

55            Commonwealth: The Commonwealth of Massachusetts.

56 Incident command system (ICS): The standardized National Incident Management  
57 System (NIMS) that establishes an on-scene management system of procedures for controlling  
58 personnel, facilities, equipment and communications from different agencies to work together  
59 towards a common goal in an effective and efficient manner. ICS is the chain of leadership and  
60 command at the scene of an emergency or other event for which mutual aid assistance is  
61 provided.

62 Mutual Aid Assistance: cross-jurisdictional provision of emergency services, materials or  
63 facilities by agencies or organizations to assist each other when existing resources are or may be  
64 inadequate.

## 65 Article II. PARTIES TO THE AGREEMENT

### 66 A. Cities and Towns

67 Except as provided for herein, all cities and towns of the Commonwealth automatically  
68 shall be parties to the agreement.

69 The mayor in the case of a city, the city manager in the case of a Plan D or E city, or the  
70 town manager, town administrator, or chair of the board of selectmen upon approval by a  
71 majority vote of the board of selectmen in the case of a town, is authorized to act on behalf of the  
72 city or town to opt out of the agreement by notifying the Director of the Massachusetts  
73 Emergency Management Agency (MEMA) in writing. The removal of said municipality from  
74 the agreement shall take effect ten (10) days following receipt by MEMA of the written  
75 notification.

76           If a city or town has opted out of the agreement as provided herein but wishes to rejoin  
77 the agreement, the mayor in the case of a city, the city manager in the case of a Plan D or E city,  
78 or the town manager, town administrator, or chair of the board of selectmen upon approval by a  
79 majority vote of the board of selectmen, is authorized to act on behalf of the city or town to  
80 rejoin the agreement by notifying MEMA in writing. Said municipality shall be deemed a party  
81 to the agreement thirty days following receipt by MEMA of the written notification.

82           B. Other Governmental Units

83           Except as provided for herein, every governmental unit that is not a city or town  
84 automatically shall be deemed a party to the agreement.

85           The chief executive officer of a governmental unit that is not a city or town is authorized  
86 to act on behalf of the governmental unit to opt out of the agreement by notifying the Director of  
87 MEMA in writing. The removal of said governmental unit from the agreement shall take effect  
88 ten days following receipt by MEMA of the written notification.

89           If a governmental unit that is not a city or town has opted out of the agreement as  
90 provided herein but wishes to rejoin the agreement, the chief executive officer of said  
91 governmental unit is authorized to act on behalf of the governmental unit to rejoin the agreement  
92 by notifying the Director of MEMA in writing of its intent to rejoin the agreement. Said  
93 governmental unit shall be deemed a party to the statewide mutual aid agreement thirty days  
94 following receipt by MEMA of the written notification.

95           C. Cities and Towns in Adjoining States

96           A city or town that directly borders a city or town of the Commonwealth, but is in  
97 another state, may join the agreement as provided for herein. For such a city or town in another  
98 state to become a party to the agreement, a duly authorized officer of such a city or town shall  
99 provide written notice to the Director of MEMA of its intent to join the agreement together with  
100 a valid written certification of the lawfulness of his or her action and authority. Said city or town  
101 shall be deemed a party to the agreement ten days following receipt by MEMA of the written  
102 notification.

103           The officer or successor in office of such a city or town in another state that has joined  
104 the agreement shall be authorized to act on behalf of said city or town to remove itself as a party  
105 by notifying the Director of MEMA in writing of its intent. The removal of said city or town  
106 from the agreement shall take effect thirty days following receipt by MEMA of the written  
107 notification.

108           Article III.     REQUESTS FOR MUTUAL AID ASSISTANCE

109           A request by a party to receive mutual aid assistance pursuant to the agreement must be  
110 made by an authorized representative of the requesting party and must be communicated to an  
111 authorized representative of the sending party or to MEMA. Such a request may be  
112 communicated orally or in writing. If communicated orally, the requesting party shall reduce the  
113 request to writing and deliver it to the sending party or to MEMA at the earliest possible date,  
114 but no later than seventy-two hours after making the oral request.

115           A party to the agreement may request mutual aid assistance during, in anticipation of, or  
116 as a result of a public safety incident.

117 An oral or written request for mutual aid assistance under the agreement shall include the  
118 following information: (1) a description of the public safety incident; (2) the nature, type and  
119 amount of personnel, equipment, materials, supplies or other resources being requested; (3) the  
120 manner in which said resources will be utilized and deployed; (4) a reasonable estimate of the  
121 length of time the resources will be needed; (5) the location to which the resources should be  
122 deployed; and (6) and the requesting party's point of contact.

123 A party that receives a request for mutual aid assistance shall, to the extent reasonable  
124 and practicable under the circumstances, provide and make available the resources requested by  
125 the requesting party. However, a party may withhold requested resources to the extent necessary  
126 to provide reasonable protection and coverage for its own jurisdiction.

127 Article IV. SUPERVISION; CONTROL; OPERATION OF EQUIPMENT

128 The requesting party shall be responsible for the overall operation, assignment and  
129 deployment of resources and personnel provided by a sending party consistent with the NIMS  
130 and the Incident Command System. The sending party shall retain direct supervision and  
131 command and control of personnel, equipment and resources provided by the sending party  
132 unless otherwise agreed to by the requesting party and sending party.

133 During the course of rendering mutual aid assistance under this Agreement, the sending  
134 party shall be responsible for the operation of its equipment and for any damage thereto unless  
135 the sending party and the requesting party agree otherwise.

136 Article V. COSTS AND REIMBURSEMENT

137           Except as set forth herein, all expenses incurred by the sending party in rendering mutual  
138 aid assistance pursuant to the Agreement shall be paid by the sending party. Nothing herein shall  
139 preclude a requesting party from agreeing to pay the expenses incurred by a sending party.

140           A sending party shall document its costs of providing mutual aid assistance under the  
141 Agreement, including direct and indirect payroll and employee benefit costs, travel costs, repair  
142 costs, and the costs of materials and supplies. A sending party also shall document the use of its  
143 equipment, and the quantities of materials and supplies used while providing mutual aid  
144 assistance under the agreement. A sending party shall cooperate with a requesting party in  
145 documenting costs associated with providing mutual aid assistance under the agreement and  
146 seeking reimbursement for such costs.

147           Except as set forth herein, there shall be no expectation of automatic, necessary or  
148 contractual reimbursement to a sending party for providing mutual aid assistance under the  
149 agreement. However, nothing in this section shall preclude a requesting party and a sending party  
150 from entering into agreements for reimbursement of costs associated with providing mutual aid  
151 assistance.

152           Except as otherwise agreed to by the requesting and sending parties, the requesting party  
153 shall seek reimbursement under any applicable federal and state disaster assistance programs for  
154 the costs of responding to and dealing with the public safety incident, including the mutual aid  
155 assistance costs incurred by all sending parties. The requesting party and each sending party  
156 shall receive, based on the documented costs of providing mutual aid assistance, its pro rata  
157 share of the disaster assistance compensation and reimbursement provided to the requesting  
158 party.



159 Article VI. OTHER MUTUAL AID AGREEMENTS

160 This section shall not be construed to affect, supersede or invalidate any other statutory or  
161 contractual mutual aid or assistance agreements involving parties to the agreement.

162 Nothing in this section shall preclude any party from entering into supplementary mutual  
163 aid agreements with other parties or jurisdictions.

164 In the event of a conflict between the terms of the Agreement and any lawful  
165 supplementary or preexisting statutory or contractual mutual aid assistance agreement, the terms  
166 of the supplementary or preexisting agreement shall take precedence over the Agreement.

167 Article VII. POWERS, LICENSES, PERMITS

168 While providing mutual aid assistance under the Agreement in the geographical  
169 jurisdiction or location of a requesting party, employees of a sending party shall be afforded the  
170 same powers, duties, rights and privileges as they are afforded in the sending party's  
171 geographical jurisdiction or location.

172 An employee of a sending party who holds a valid license, certificate, or other permit in  
173 their geographical jurisdiction evidencing the meeting of qualifications for professional,  
174 mechanical or other skills, shall be deemed similarly licensed, certified or permitted in the  
175 requesting party's geographical jurisdiction or location during such time as he or she is providing  
176 mutual aid assistance under the Agreement.

177 Article VIII. WAGES & COMPENSATION

178 Employees of a sending party, while providing mutual aid assistance under this  
179 Agreement, shall receive the same salary, including overtime, that they would be entitled to

180 receive if they were operating in their own geographical jurisdiction. In the absence of an  
181 agreement to the contrary, the sending party shall be responsible for, and pay, all such salary  
182 expenses, including overtime.

183 Article IX. LIABILITY

184 In transit to, returning from, and while providing mutual aid assistance under the  
185 Agreement in the requesting party's jurisdiction or location, an employee of a sending party shall  
186 have the same rights of defense, immunity and indemnification that he otherwise would have  
187 under the law if he was acting within the scope of his employment under the direction of his  
188 employer. A sending party shall provide to, and maintain for, each of its employees who provide  
189 mutual aid assistance under the agreement the same indemnification, defense, right to immunity,  
190 employee benefits, death benefits, worker's compensation or similar protection, and insurance  
191 coverage that would be provided to such employees if they were performing similar services in  
192 the sending party's jurisdiction.

193 Each party to the agreement waives any and all claims and causes of action against all  
194 other parties that may arise out of their activities while rendering or receiving mutual aid  
195 assistance under this agreement, including travel outside of its jurisdiction/

196 Each requesting party shall defend, indemnify and hold harmless each sending party from  
197 all claims by third parties for property damage or personal injury which may arise out of the  
198 activities of the sending party or its employees, including travel, of providing mutual aid  
199 assistance under the agreement.

200 Article X. EMERGENCY MANAGEMENT ASSISTANCE COMPACTS

201           The director of MEMA or his designee shall be the persons authorized under EMAC and  
202 IEMAC to (i) receive, coordinate, and answer all requests to the Commonwealth to provide  
203 mutual aid assistance to another state or country pursuant to EMAC and IEMAC, and (ii) make  
204 and coordinate all requests on behalf of the Commonwealth to another state or country to receive  
205 mutual aid assistance pursuant to EMAC and IEMAC.

206           MEMA shall be the agency of the Commonwealth authorized to dispatch resources of the  
207 Commonwealth or of a governmental unit to another state or country to provide mutual aid  
208 assistance pursuant to EMAC and IEMAC. Employees of a governmental unit who, at the  
209 request and with the approval of MEMA, render mutual aid assistance to another state or country  
210 pursuant to EMAC or IEMAC shall be deemed to be emergency forces and officers of the  
211 Commonwealth for the limited purpose of effectuating the purposes of EMAC and IEMAC.

212           Employees of the Commonwealth or a governmental unit who, at the request and with the  
213 approval of MEMA, render mutual aid assistance to another state or country pursuant to EMAC  
214 or IEMAC shall, except as otherwise provided for herein or in EMAC or IEMAC, be provided  
215 the same compensation, rights, responsibilities, benefits and protections that they would be  
216 entitled to receive if they were operating in their own geographical jurisdiction.

217           The Commonwealth shall reimburse each governmental unit for the reasonable expenses  
218 incurred in rendering mutual aid assistance under EMAC or IEMAC at the request and with the  
219 approval of MEMA, including direct and indirect payroll costs, overtime costs, travel costs,  
220 repair costs, replacement costs, costs of materials and supplies, and injury or death benefits.

221           SECTION 2. All cities and towns of the Commonwealth, and other governmental units,  
222 automatically shall become parties to the Agreement set forth in Section 1 ninety days after the

223 effective date of this section, unless a city, town, or other governmental unit opts out of the  
224 Agreement as provided for herein.