



**HOUSATONIC VALLEY
COUNCIL OF ELECTED OFFICIALS**
OLD BROOKFIELD TOWN HALL
162 WHISCONIER ROAD, BROOKFIELD, CT 06804
203-775-6256 FAX 203-740-9167 HVCEO.ORG

JUNE 17, 2010

**REGIONAL
MUTUAL AID AGREEMENT
FOR EMERGENCY RESPONSE
AND RECOVERY ACTIVITIES WITHIN
THE HOUSATONIC VALLEY REGION**

This Agreement is made this 17th day of June, 2010 by and among the Town of Bethel, the Town of Bridgewater, the Town of Brookfield, the City of Danbury, the Town of New Fairfield, the Town of New Milford, the Town of Newtown, the Town of Redding, the Town of Ridgefield and the Town of Sherman.

WHEREAS municipalities within the Housatonic Valley Region recognize that natural or man-made calamitous events may exceed the response and recovery capabilities of any single municipality to preserve and protect the health, safety, and welfare of their residents; and

WHEREAS there have historically been formal and informal intermunicipal agreements between municipal and volunteer emergency responders in the Housatonic Valley Region to provide mutual aid in response to an emergency that exceeds the resources of any one municipal jurisdiction; and

WHEREAS the chief elected officials of the Housatonic Valley Region recognize the need for and benefit of a regional response to emergency events that threaten the health, safety, and welfare of their residents, they are therefore committed to the implementation of this formal, written Regional Mutual Aid Agreement to facilitate collaborative response to emergency events within the Region.

NOW THEREFORE the undersigned parties hereto agree as follows:

1. To work cooperatively with each other to furnish personnel, equipment, supplies and facilities and render such services to each other as may be necessary to prepare for, respond to, and recover from a large scale emergency event.

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For the purposes of this Agreement, a large scale emergency event is defined as the occurrence or imminent threat of a natural or man-made disaster that poses a substantial risk to public safety and/or property and requires a sustained level of emergency response and recovery that exceeds the capabilities of the affected municipality or municipalities.

2. It is mutually agreed that each municipality's foremost responsibility is to its own citizens and that the rendering of aid and assistance under the terms of this Regional Mutual Aid Agreement is voluntary.
3. No liability of any kind or nature shall be attributed to or assumed by any municipality, either expressly or by implication, as a result of its refusal to render aid and assistance in response to a request pursuant to the terms of this Agreement. Further, no such liability shall be attributed to or assumed by any municipality, as a result of its withdrawal of aid and assistance once provided pursuant to the terms of this Agreement.
4. No request for mutual aid pursuant to this Agreement and no response to such a request shall be made by the parties hereto unless such request or response is approved by the chief elected official of the requesting municipality and the chief elected official of the assisting municipality, or their respective Emergency Management Directors, or other respective designees of the chief elected officials.
5. Any mutual aid extended under this Agreement will be extended with the express understanding that all parties shall comply with the National Incident Management System (NIMS) and employ the Incident Command System or the Unified Command System as deemed appropriate by the parties to direct personnel and equipment provided pursuant to this Regional Mutual Aid Agreement.
6. The assurance of mutual aid set forth herein constitutes the sole consideration for the performance hereof and no party is obligated to reimburse any other party for any action taken or aid rendered hereunder. No party to this Agreement is obligated to reimburse any other party to this Agreement for any personnel, equipment, or facility resources or expenses provided, or for any damage to equipment or facilities, or for liability incurred in the course of rendering mutual aid and assistance herein provided for.
7. All functions and activities performed under this Agreement are declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals.

Accordingly, this Agreement is not construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons have any right of action under this Agreement for any cause whatsoever. All immunities and


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defenses provided by law shall be retained by the parties hereto and none of the provisions of this Agreement shall be construed as a waiver thereof.

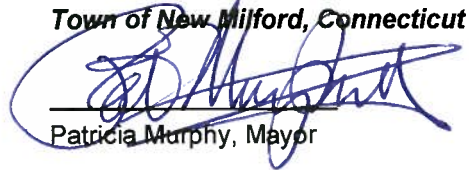
8. Each party to the Agreement waives all claims against the other parties for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except in cases of willful and wanton misconduct, gross negligence, or bad faith of any officer, employee, or agent of another party to this Agreement.
9. This Agreement remains in full force and effect from the date herein above written unless sooner terminated by any of the parties giving to the others thirty (30) days written notice of such termination. This Agreement may be amended by the mutual written consent of the parties.
10. Nothing herein supersedes or replaces any existing mutual aid agreements between the parties to this Agreement.

In witness whereof, the parties hereof have caused this Agreement to be executed as of the day and year written above.

Town of Bethel, Connecticut


Matthew Knickerbocker, First Selectman

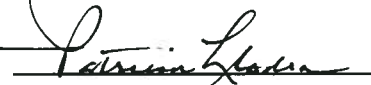
Town of New Milford, Connecticut


Patricia Murphy, Mayor

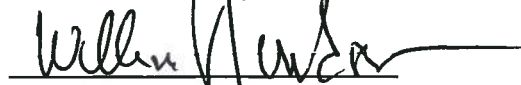
Town of Bridgewater, Connecticut


William T. Stuart, First Selectman

Town of Newtown, Connecticut


Patricia Llodra, First Selectman

Town of Brookfield, Connecticut


William Davidson, First Selectman


Town of Redding, Connecticut


Natalie T. Ketcham, First Selectman

City of Danbury, Connecticut


Mark Boughton, Mayor

Town of Ridgefield, Connecticut


Rudolph P. Marconi, First Selectman

Town of New Fairfield, Connecticut


John Hodge, First Selectman

Town of Sherman, Connecticut


Andrea O'Connor, First Selectman