



## **HOMELAND SECURITY REGIONAL RESOURCES**

TERMS AND CONDITIONS RELATIVE TO THE USE OF RESOURCES ACQUIRED WITH FEDERAL HOMELAND SECURITY FUNDING AND PROVIDED FOR THE BENEFIT OF REGIONAL READINESS BY THE CENTRAL, NORTHEAST, SOUTHEAST AND WESTERN HOMELAND SECURITY REGIONAL ADVISORY COUNCILS OF MASSACHUSETTS

1. These Terms and Conditions replace any and all prior agreements among the Parties, whether oral or in writing, that address their working relationships regarding the same or any related topic.

### **Parties**

2. The Parties to these Terms and Conditions are: a. The Metropolitan Area Planning Council [“MAPC”] acting as the Homeland Security Regions [“Regions”] fiduciary agent “Fiduciary”] as designated by the Massachusetts Executive Office of Public Safety and Security [“EOPSS”] authorized and required to act on behalf of the Massachusetts Homeland Security Regional Advisory Councils [“Regional Councils”]. b. The Host signatory to these Terms and Conditions [“Host”]

### **Foundation**

3. The Fiduciary performs a variety of financial, administrative and planning services under contract to EOPSS on behalf of the Central, Northeast, Southeast and Western Regional Councils established by EOPSS to plan and implement programs addressing homeland security and emergency response readiness on a regional scale. The Fiduciary is responsible to EOPSS to ensure that federal homeland security funds distributed by EOPSS are appropriately used and expended in compliance with the Massachusetts Statewide Homeland Security Strategy and applicable state and federal laws, regulations, and grand conditions, and to perform all tasks necessary to fulfill its role.

4. Emergency management and response resources [“Resources”] governed by these Terms and Conditions are intended to leverage the regional effectiveness of homeland security funds by making Resources that are suitable to addressing larger than routine emergencies readily available for use in governmental purposes within and among the homeland security regions.

5. Because periodic use and exercise of the Resources is essential to their longevity and constant readiness, Hosts are encouraged to make use of the Resources in non-emergency events and circumstances and to loan them to others in need as is reasonable.



6. The purpose of these Terms and Conditions is to define the roles and responsibilities of the Host with respect to the governance, operation, maintenance and perpetuation of Resources provide by the Councils. To that end, the Parties agree to work together to create and sustain the intended capability and to provide managed access to the Resources.

### **Resources Subject to these Terms and Conditions**

7. Resources subject to these Terms and Conditions shall be all equipment and supplies provided by the Councils using funding provided by EOPSS, whether owned or held by a local or regional governmental entity [“Governmental Entity”] for primary use on a local or regional scale.

### **Resources Use and Borrowing**

8. The Parties eligible to borrow and use Resources [“Authorized Parties”] shall be all Governmental Entities within the Commonwealth of Massachusetts and, at the discretion of the Host, like entities in bordering states and adjacent to their Regions when engaged in extraordinary emergency responses or joint training exercises.

9. The use of Resources shall be restricted to official governmental purposes only and conditioned on the following priorities. a. First, for use by the Host or Authorized parties in response to bona fide emergencies. b. Second, for use by the Host or Authorized parties in managing special events or temporary circumstances, and in conducting or participating in emergency preparedness and response trainings and exercises. c. Finally, for use by the Host for any official public safety purpose of its own, provided that any Authorized parties in need under the circumstances outlined in 9a and 9b are given priority.

10. Under no circumstances shall the Host deny access to Resources to an Authorized Party during a bona fide emergency.

11. The Host is authorized and entrusted to use fair and prudent judgment, without liability , when confronted with coincidental needs expressed by Authorized Parties that cannot be completely met with available Resources.

12. The host, as a participant in the Regional Homeland Security Council network, has access to other homeland security assets hosted by other entities within the Southeast, Northeast, Central, and Western homeland Security Council network. Responsibilities of the Host

### **The Host shall:**

13. Accept ownership, control and custody of all Resources provided by their Council



14. Attach inventory tags provided by the Fiduciary to Resources as directed, provide all inventory related information called for on any procurement documents, and return receiving and inventory information promptly to the Fiduciary
15. Be entrusted with the authority to use, control, manage and maintain the Resources in a manner consistent with their intended use
16. Abide by and implement all policies established by their Council that apply to a specific category of Resources or generally to all entities in their region
17. Provide effective, prompt, supportive and courteous service to all Authorized Parties seeking to borrow or jointly use Resources and to encourage such use
18. Be solely responsible for all Resource operation, maintenance, repair and insurance costs, subject to reasonable transfer of such liability to a borrower only during the time loaned
19. Maintain all equipment in proper working order and suitably stored to permit reasonable access and removal for use during bona fide emergencies
20. Maintain accurate and complete records of when, how, why and by whom Resources are used, maintained or repaired that will be requested from time to time by the Fiduciary to inform the Councils of the effectiveness of their investments and to report the same to EOPSS
21. Retain ownership of Resources for the duration of their manufacturer's suggested useful life (if any) and, thereafter offer transfer of ownership to another Authorized Party, to which these Terms and Conditions shall be assigned, for a period of thirty (30) days prior to disposal as surplus equipment.

**Term**

22. These Terms and Conditions shall remain in effect for as long as the Host and its successors retain possession of the subject Resources.
23. The custodian may terminate its responsibilities and relinquish related resources hereunder at any time by providing the Fiduciary with no less than sixty (60) days written notice by a confirmed delivery method to the then Fiduciary's normal business address.
24. Upon its voluntary termination, the Host shall cause all Resources to be transported to a location within the region designated by its Council. If the Host fails to comply with this condition within sixty (60) days of confirmed delivery of notice of the Fiduciary's intended



action, the Fiduciary may take control of all applicable Resources without interference by the Host and cause them to be transported as directed by the Council.

25. In the event of dissolution of the Councils by EOPSS, the Host shall comply with all requirements of EOPSS regarding disposition of the Resources. Indemnification

26. The Councils, the Fiduciary and the Host shall each accept responsibility for, and shall hold each other harmless from, any and all claims, liabilities and costs of personal injury or property damage arising directly out of their provision, possession, maintenance, repair, use, transfer or transport subject to these terms and conditions, or out of guidance, training or instruction provided to the Host or Authorized Parties, to the extent such actions relate to their performance hereunder.

**Miscellaneous**

27. In the event any provision of these Terms and Conditions is declared invalid by a superior governmental agency or a court of competent jurisdiction, such declaration shall not affect its other provisions and it shall otherwise remain in full effect.

28. For equipment with an original value of \$15,000 or more, the custodian must keep the items sheltered from the elements.

**Signatures**

By signing this document, the recipient acknowledges that, in taking the custody of this equipment, he or she is familiar with, and accepts its duties and responsibilities as detailed in the accompanying *Homeland Security Regional Resources Custodian Terms and Conditions*.

x \_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization