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Metrofire Chiefs

February 19, 2021

RE: Renewal of the Metrofire Agreement

As you are aware, the current Metrofire Mutual Aid Agreement executed in November 2001 for a term of 20 years will expire on October 31, 2021. It will be your responsibility to have the new Mutual Aid Agreement Executed and returned to the Executive Director prior to July 1, 2021. Please review the steps required to properly execute the agreement as well as some important background information on Metrofire and the Mutual Aid Agreement.

Metrofire was formerly organized in 1981 as an association of fire departments in the Metropolitan Boston area to control mutual aid and to act as a common entity for improving the overall effectiveness of the fire service. For each community to be part of the agreement they must agree to provide mutual aid as well as receive it. The Metrofire service area covers roughly two million people in and around Metropolitan Boston and an area of over 351 square miles. It was recognized during its inception that no single urban community can totally rely on their own resources and therefore, mutual aid is necessary.

Currently, the 35 Metrofire member departments can provide up to 45 pumping engines, and 26 ladder trucks to one of its member communities for incident mitigation. The Metrofire member departments also offer up specialized resources such as heavy rescues, lighting plants, mobile air bottle filling equipment, brush fire equipment, and fire fighting foam resources that communities would not be able to fund and support at a local level.

The attached agreement has been reviewed by Metrofire legal counsel and has been streamlined to remove duplicate language already covered under State Law as well as allowing for the execution of this agreement in “counterpart.” Each community will execute a separate agreement that in totality will represent agreements between all the 35 fire departments in Metrofire. The term of the new agreement will be for twenty years, expiring on October 31, 2041.

Recommended steps to execution of the Agreement.

1. Identify who in your community will be the appropriate “Executive Official” who will be executing this agreement. This person must have the legal statutory authority to enter into agreements on behalf of the community. In many cases this would be the Mayor, City Manager in a City, Town Manager or the Board of Selectmen (Select Board) by its chair acting on behalf of the whole Board, in a Town.

2. Arrange for the appropriate agenda or meeting where such vote(s), as may be required and can be made to execute the agreement and provide the required authorization under MGL. Ch. 48 Sec. 59A. (Execution of the agreement and required vote for MGL. Ch. 48 Sec. 59A may require action by two different entities. Plan accordingly).

3. Prepare the Mutual Aid Agreement by using the 2021 Metrofire Mutual Aid Agreement, which is a fillable PDF Form, by entering the following information:
 - a. Community Name
 - b. Executive Official Printed Name and Title
 - c. Head of Fire Department Printed Name
 - d. Dates.

(If you need assistance and you will supply the information, I can draft the document to be signed and send it back to you)

4. Print out at least one copy to be executed as an original and returned to Metrofire. Additional copies may be printed if your community wants to retain an original document.

5. In addition to the agreement execution, your community **must have authorized the Fire Department to provide Mutual Aid under Massachusetts General Law Chapter 48 Section 59A** (full language of MGL Ch. 48 Sec. 59A is included at the end of this letter). Many communities may have already conducted such a vote, but it is strongly recommended that the vote be updated. Many communities have reported that MGL Ch. 48 Sec. 59A was either “adopted” or “accepted” and that is not the appropriate or correct action as it does

not properly authorize the fire department to provide mutual aid. It is strongly recommended that a community authorize or reauthorize their fire department to provide mutual aid using the draft motion below:

“moved: to authorize the (Insert Name of Community) fire department, including any ambulance or other EMS component, to go to aid another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, or the Joint Base Cape Cod fire district and while in the performance of their duties in extending such aid the members of our departments shall have the same immunities and privileges as if performing the same within this municipality (or district).”

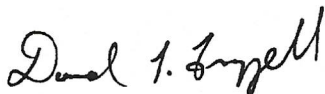
6. Mail an original executed agreement and a record of the actual motion and vote taken for the authorization or reauthorization to provide mutual aid under MGL Ch. 48 Sec 59A to the Metrofire Executive Director at:

Metrofire, Inc.
6 Arbor Lane
Woburn, MA 01801

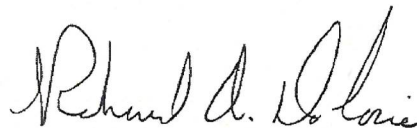
7. Once all communities have executed the agreement, a single copy of the signature page of all the executed counterparts will be sent to the Head of the Fire Department.

If you have any questions, would like Chairman DeLorie and/or myself to speak with the Executive Official or appear at a meeting in your community, please feel free to contact one or both of us.

Yours Truly,



Chief David L. Frizzell (Ret)
Executive Director
Metrofire, Inc.



Chief Richard A. DeLorie
Chairman
Metrofire, Inc.

Massachusetts General Law Chapter 48 Section 59A: Aid to other municipalities; authorization; fire departments defined; payment for damages

Section 59A. Cities, towns and fire districts may, by ordinance or by-law, or by vote of the board of aldermen, selectmen or of the prudential committee or board exercising similar powers, authorize their respective fire departments to go to aid another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, or the Joint Base Cape Cod fire district and while in the performance of their duties in extending such aid the members of such departments shall have the same immunities and privileges as if performing the same within their respective cities, towns or districts. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein. The words "fire departments" as used in this section shall mean lawfully organized fire fighting forces, however constituted.

During the course of rendering such aid to another municipality, the municipality rendering aid shall be responsible for the operation of its equipment and for any damage thereto, and, subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death, notwithstanding paragraph (b) of subdivision (4) of section seven of chapter thirty-two, unless such municipalities have a written agreement to the contrary.