

**METROFIRE
MUTUAL AID AGREEMENT
FOR JOINT FIRE, RESCUE, and/or AMBULANCE SERVICE**

THIS AGREEMENT made and entered into as of the first (1st) Day of November 2021 between and among the parties signatory hereto.

WITNESSETH;

WHEREAS, it has been determined that the provision of fire, rescue, ambulance and other emergency service assistance across jurisdictional lines in emergencies will increase the ability to preserve the safety and welfare of the entire area; and

WHEREAS, Massachusetts General Law Chapter 48, Section 59A allows communities to authorize their fire departments to go to the aid of others for extinguishing fires, rendering other emergency assistance or performing any detail as ordered by the head of the fire department; and

WHEREAS, the parties to the agreement wish to continue as they have for decades to provide mutual aid fire, rescue, ambulance and other emergency service assistance.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Declaration of Need for Expanded Mutual Aid

When a need for assistance in extinguishing fires or rendering any other emergency aid or performing any detail exists, the head of the fire department or his/her designee shall notify the Metrofire Control Center established by the Operational Plan appended to this Agreement of the need for assistance under this agreement.

2. Operational Plan

An Operational Plan has been produced to outline the exact procedure to be followed in responding to a request for assistance under this Agreement. The head of the fire department or his/her designee shall meet at least annually to review and, if necessary, to propose revisions to the Operational Plan. Any such revisions shall become effective upon approval of a majority of the Fire Department Chiefs (by whatever title) of the parties to this Agreement.

3. Governmental Immunity

(A) The services performed and the expenditures made under this Agreement shall be deemed for public governmental purposes and privileges, and immunities from liability, enjoyed by the local government within its boundaries shall extend to its participation under this agreement in rendering fire, rescue, ambulance and other emergency service outside its boundaries shall extend to its participation under this agreement in rendering fire, rescue, ambulance and other emergency service outside its boundaries to the extent the law provides.

(B) During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible for the operation of its equipment and for any damage thereto, and subject to the limitations of the municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which is required to make to a member of a 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.

(C) Each party shall waive any and all claims against all other parties hereto, which may arise out of their activities while rendering aid under this Agreement outside their respective jurisdictions, to the extent that each party may legally waive such claims.

4. Employment Benefits

All the privileges, immunities from liability and exemptions for laws, ordinances, by-laws and regulations which the parties, firefighters, rescue or ambulance attendants, agents and employees of the parties have in their own jurisdiction shall extend to and be effective in, and while traveling to and from the jurisdiction in which they are giving assistance.

5. Direction of Assistance

The parties, firefighters, rescue or ambulance attendants, agents, and employees rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting their aid.

6. Duration

The Agreement supersedes any and all mutual aid agreements previously entered into among the parties hereto and shall remain in effect for a period of twenty years from the date of the execution; provided it is understood and agreed that a party is not bound by the terms hereof unless and until said party as obtained the required authority as set forth in Section 59A of Chapter 48, and any conditions of such authorization are disclosed to all parties.

Any of the signatories to this Agreement may terminate their involvement in this Agreement, provided, that notice of such termination is first given to each other party to the Agreement at least sixty days prior to the date of termination. Any party which has terminated its involvement in this agreement as provided above, may resume participation at any time upon written notice duly authorized as required reaccepting this agreement.

This agreement may be signed in counterpart without the need for all parties to sign the same document.

Amendments to this Agreement shall be in writing and require the same authorization as required for initial execution by a signatory

Community

Executive Official Signature

Executive Official Printed Name

Executive Official Position Title

Date

Head of Fire Department Signature

Head of Fire Department Printed Name

Date

Metrofire Mutual Aid Agreement Fire Departments

| | | |
|------------|----------|------------|
| Arlington | Malden | Somerville |
| Belmont | Massport | Stoneham |
| Boston | Medford | Wakefield |
| Braintree | Melrose | Waltham |
| Brookline | Milton | Watertown |
| Burlington | Needham | Wellesley |
| Cambridge | Newton | Weston |
| Chelsea | Quincy | Weymouth |
| Dedham | Randolph | Winchester |
| Everett | Reading | Winthrop |
| Lexington | Revere | Woburn |
| Lynn | Saugus | |