

ESSEX COUNTY FIRE CHIEF'S ASSOCIATION

MUTUAL AID AGREEMENT

FOR JOINT FIRE, RESCUE AND AMBULANCE SERVICE

THIS AGREEMENT made and entered into this first (1st) day of April 2008 between and among the parties signatory hereto.

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.

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 and rendering other emergency assistance.

WHEREAS, the parties to this agreement agree to establish and carry into effect a plan 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 expanded mutual aid exists within the boundaries of any of the parties hereto, as the result of or due to the imminence of or occurrence of fire, emergency, or other public disaster, the party or parties shall notify the Essex County Control Center(s) established by the Operational Plan appended to this Agreement of its need for fire, rescue and ambulance assistance. Assistance shall be rendered according to the procedures set forth in the Operational Plan developed and agreed to by all parties to this agreement and described in Paragraph 2 below. Each party shall designate the appropriate official empowered to request or authorize assistance under this agreement.

2. Operational Plan

The mutual assistance to be rendered under this Agreement may be requested upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedure to be followed in responding to a request for assistance. Upon execution of this Agreement, the parties shall designate the appropriate fire official in their jurisdiction who shall participate in the development and implementation of the Operational Plan for Essex County. The parties shall meet at least annually to review and, if necessary, to propose revisions to the Operational Plan. Any such revision shall become effective upon approval of the Fire Department Chief.

3. Radio Usage

Upon signing the agreement the local fire department grants usage of its radio frequencies to any fire and emergency agencies with which it shall share mutual aid.

4. Government Immunity

(A). The services performed and the expenditures made under this Agreement shall be deemed for public and governmental purposes and all 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 to the extent the law provides.

(B). During the course of rendering mutual aid assistance as provided by this Agreement, the municipality rendering such aid shall be responsible for the operations 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 or her widow or other dependents on

account or injuries or death, notwithstanding Paragraph (b) of Subdivision (4) of Section Seven Chapter 32 of the General Laws of Massachusetts.

(C). Each party hereby waives 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.

(D). Aid to Other Municipalities; Authorization; Fire Departments Defined; Payment or Reimbursements for Damages (MGL Chapter 48. 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 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, 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 departments or to his or her 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.

5. Employment Benefits

(A) All the privileges, immunities from liability and exemptions from 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

the jurisdiction in which they are giving assistance,

(B) All pension, relief disability, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions notwithstanding the provisions of Section 7 (4) (b) of chapter 32 of the Massachusetts General Laws.

6. Direction of Assistance

The persons, be they 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.

7. Duration

This 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 has obtained the required authority as set forth in Section 59A of Chapter 48, and any conditions or restrictions of such authorization are disclosed to all parties.

Any of the signatories to this agreement may terminate their involvement in this Agreement, provided that such notice of termination is first given to each other party to the Agreement at least sixty (60) 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 in accepting this Agreement.

03.11.2008