

<p><i>Standard Operating Guideline</i></p> <p><i>Mutual Aid Agreement</i></p> <p>September 26, 2018</p>	<p><i>Massachusetts</i></p> <p><i>District 14</i></p> <p><i>1002 - Bylaws</i></p>
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RESOLUTION OF ENACTMENT
(As revised on September 26, 2018)

The following pages represent the resolution of enactment and mutual aid Agreement signed by the Head of the Fire Department of the twenty-three members of Massachusetts Fire District Fourteen and agreed to by the Head of the Fire Department.

These documents provide the legal basis of Massachusetts Fire District Fourteen.

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RESOLUTION

Whereas the Fire Chiefs of the cities and towns of Acton, Ashland, Boxborough, Carlisle, Concord, Framingham, Holliston, Hopedale, Hopkinton, Hudson, Lincoln, Marlborough, Maynard, Milford, Natick, Northborough, Sherborn, Shrewsbury, Southborough, Stow, Sudbury, Wayland, and Westborough desire to establish and maintain an expanded fire mutual aid system for the area covered by District Fourteen, and

Whereas, Massachusetts General Laws, Chapter 48, Section 59A as amended, enables cities, towns, and districts to come to the aid of other cities, towns, and districts to extinguish fires, and

Whereas, Massachusetts General Laws, Chapter 40, Section 4A, as amended, enables a governmental unit to enter into an Agreement with another governmental unit to provide joint fire service, and

Whereas, the above listed communities agree with the provisions of the fire mutual aid Agreement attached to and made a part of this resolution.

Now, Therefore Be It Resolved, that Massachusetts Fire District Fourteen do hereby join together for the purpose of providing expanded fire mutual aid assistance in the Central MetroWest area.

Be It Further Resolved that Massachusetts Fire District Fourteen shall be organized and operated in accordance with the fire mutual aid agreement, operational plan, and bylaws attached to this resolution.

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MASSACHUSETTS FIRE DISTRICT FOURTEEN
MUTUAL AID AGREEMENT
FOR JOINT FIRE, RESCUE, AND/OR AMBULANCE SERVICE

THIS AGREEMENT, made and entered into this THIRTEENTH day of OCTOBER, 1987 between and among the parties signatory hereto.

WITNESSETH:

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

WHEREAS, Massachusetts General Laws, Chapter 40, Section 4A provides for one governmental unit to enter into an Agreement with one or more governmental units to perform jointly for such other unit or units any service, activity, or undertaking which each contracting unit is authorized by law to perform, and

WHEREAS, the parties to this Agreement agree to establish and carry into effect a plan to provide mutual aid fire, rescue, and ambulance 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 District Fourteen Control Point established by the Operational Plan appended to this Agreement of its need for fire, rescue, or ambulance assistance. Assistance shall be rendered according to the procedures set forth in the Operational Plan developed and agreed to by all the parties to this Agreement and described in Paragraph 2 below. Each

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party shall designate the appropriate official empowered to request assistance under this Agreement.

2. **OPERATION PLAN**

The mutual assistance to be rendered under this Agreement shall be available upon the development and approval by the parties hereto of an Operational Plan. The plan shall outline the exact procedures to be followed in responding to a request for assistance. Upon execution of this Agreement, the parties shall designate the appropriate official in their jurisdiction who shall participate in the development and implementation of the Operational Plan for Massachusetts Fire District Fourteen. 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 written assent of the Fire Department Chiefs, following a review by the Chief Executive Officers, of all the communities participating in this Agreement.

3. **GOVERNMENTAL IMMUNITY**

(A) The services performed and 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, and ambulance 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 municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments 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 7 of Chapter 32.

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(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.

(D) AID TO OTHER MUNICIPALITIES; AUTHORIZATION, FIRE DEPARTMENTS, DEFINED; PAYMENT OR REIMBURSEMENT FOR DAMAGES (MGL CHAPTER 48, SECTION 59A)

Cities, towns, and fire districts may, by ordinance or bylaw, 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 in this Commonwealth or in any adjoining state in extinguishing fires therein, 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, bylaw, 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 firefighting 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 7 of Chapter 32, unless such municipalities have a written Agreement to the contrary.

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4. **EMPLOYMENT BENEFITS**

(A) All other privileges, immunities from liability, and exemptions from laws, ordinances, 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 (4B) of Chapter 32 of the Massachusetts General Laws.

5. **DIRECTION OF ASSISTANCE**

The parties, firefighters, rescue or ambulance attendance, 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 the aid.

6. **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 4A of Chapter 40.

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 (60) days prior to the date of termination.

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

**MASSACHUSETTS FIRE DISTRICT FOURTEEN
MUTUAL AID AGREEMENT**

- Acton Fire Chief Robert Hart _____
- Ashland Fire Chief Keith Robie _____
- Boxborough Fire Chief Randolph White _____
- Carlisle Fire Chief David Flannery _____
- Concord Fire Chief Thomas Judge _____
- Framingham Fire Chief Joseph Hicks _____
- Holliston Fire Chief Michael Cassidy _____
- Hopedale Fire Chief Thomas Daige _____
- Hopkinton Fire Chief Stephen Slaman _____
- Hudson Fire Chief Stephen Geldart _____
- Lincoln Fire Chief Stephen Carter _____
- Marlborough Fire Chief Kevin Breen _____
- Maynard Fire Chief Anthony Stowers _____
- Milford Fire Chief William Touhey _____
- Natick Fire Chief Michael Lentini _____

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Northborough Fire Chief David Parenti _____

Sherborn Fire Chief Erron Kinney _____

Shrewsbury Fire Chief James Vuona _____

Southborough Fire Chief Joseph Mauro _____

Stow Fire Chief Joseph Landry _____

Sudbury Fire Chief John Whalen _____

Wayland Fire Chief David Houghton _____

Westborough Fire Patrick Purcell _____