

MANITOWOC COUNTY EMS ASSOCIATION MUTUAL AID PACT

This Agreement shall be known as the Manitowoc County EMS Association Mutual Aid Pact Mutual aid as supplied herein means the loaning of services, with the accompanying equipment, to an EMS Service by one or more other EMS Services in order to meet an emergency beyond the capabilities of the EMS Service OR EMS agency being aided. A mutual aid plan is a prepared and organized method for providing mutual aid in an orderly fashion.

This agreement is made and entered into this 31 day of May, 2006, by and between the undersigned political subdivisions of government or boards of directors of EMS Services or EMS Agencies by their lawful representatives, pursuant to the authority granted under Wisconsin Statute 66.0301, providing for intergovernmental cooperation.

Whereas, the parties to this agreement desire to provide for an augmentation of the protection of their municipalities and EMS districts in the event of Mass Causality incidents, emergency conditions, natural disasters, or other situations during which the assistance of mutual aid EMS departments may be needed to manage and/or investigate an incident; and,

Whereas, the communities of the parties to this agreement form a practically continuous area throughout which it is deemed practicable for them to render assistance during an emergency situation, and

Whereas, it is the policy of the several municipalities, EMS Departments, and public agencies' governing bodies to develop and institute such agreements, wherever practicable, and

Whereas, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance among them in accordance with these terms,

Now, therefore, be it understood and agreed.

ARTICLE I REQUEST FOR AID

When it is deemed advisable by the officer in charge of an EMS Service representing a party to this agreement to request assistance (hereinafter "Requestor") of other EMS Services under this plan (hereinafter "Responder"), it shall be the duty of each respective officer in charge of their EMS Service as follows. Notification of the incident shall be conducted through the 911 Center. If the incident dictates, the Manitowoc County Emergency Operations Plan can be initiated to assist with operations and logistics.

Responder Duties;

- (a) Immediately determine if in his/her opinion; apparatus and personnel can be spared, and if so,
- (b) Send whatever apparatus, equipment, or personnel they feel will meet the stated need of the EMS Service requesting mutual aid
- (c) Project the length of time such personnel, equipment and the requestor.
- (d) Estimate time when assistance provided will arrive at the location designated by the requestor and convey this to the requestor.

Requestor's duties;

- (a) To state specifically what equipment and personnel is needed from responder for the incident.
- (b) Provide direction to the scene to lead responding agencies inside the boundaries of the aided community to a staging site.
- (c) To be responsible for coordinating communications between responder's personnel and requestor's personnel.

Rendering assistance under the terms of this agreement shall not be mandatory except that the Responder shall immediately inform the requestor if, for any reason, assistance cannot be rendered. Any EMS agency receiving a request for aid will endeavor in good faith to supply the aid requested if the supplying of such aid is consistent with its community's own EMS safety. No party to this agreement shall be held responsible for delay or default caused by fires, riots, acts of God and or war, which is beyond the reasonable control of the parties.

ARTICLE II

ELIGIBILITY

Any EMS Agency which is a member of the Manitowoc County EMS Association and its municipality shall be eligible to take part in this agreement.

ARTICLE III

LEGAL RESPONSIBILITY FOR ACTS OF HAZARDOUS MATERIALS RESPONSE TEAM

When the Hazardous Materials Response Team is activated, the responsibility for the actions of the team members is assumed by the County of Manitowoc.

ARTICLE IV

LIABILITY

Each party shall be responsible for its own liabilities, errors, acts and omissions while rendering aid to the other. This shall include, without limitation by enumeration, activities while on the scene of the incident, travel to and from the scene of the incident, travel to and from a hospital or medical facility in furtherance of patient transport from the scene of the incident, and travel to and from either party's fire station/EMS facility and its members' residences, places of employment or any other such locations. Each party agrees to hold the other harmless, indemnify it and defend it from and against any and all claims stemming from the responsible party's sole negligence, recklessness or willful or wanton acts or omissions.

The parties agree to maintain separate policies of liability insurance which are subject to the limitations set forth by State Statutes, and to provide proof of such insurance to the other upon request at any time during the term, including successive terms, of this agreement. This agreement shall not require that the other party be listed or considered as an "additional insured" on the other's insurance policy.

ARTICLE V

WORKER'S COMPENSATION AND INSURANCE COVERAGE

If a member of an EMS Service is killed or injured while responding to, returning from, or acting at an emergency under this mutual aid agreement the EMS Service of which they are a member, or the government by which they are employed, shall grant them the same compensation and insurance benefits that it would if the emergency were in their own community.

Hazardous Materials Response Team members shall receive full worker's compensation benefits from the County of Manitowoc for any injury which occurs in conjunction with their duties as Hazardous Materials Response Team members.

It is understood that when one EMS Agency responds to a request for aid from another EMS Agency by dispatching equipment and/or personnel under this agreement, such aid is not intended to create any employer-employee relationship as between the requesting and the responding EMS Services or their members. Rather it is understood that EMS Agencies respond under this agreement in order to secure for themselves and the citizens of their respective jurisdiction the advantages of mutual aid under the terms of this agreement

ARTICLE VI

COMMAND

The officer in charge of the EMS Agency requesting assistance shall assume the function of incident commander or Medical Branch Director. If he/she specifically requests an officer of a responding agency to assume command, he/she shall not by relinquishing command, be relieved of the final responsibility for the operation.

At hazardous materials incidents, he/she may relinquish, operational command to the Haz-Mat commander, and in this case, the responsibility for proper mitigation of the incident is passed to the Haz-Mat team commander. At any time, the local incident commander may retake command of the incident with the understanding that he/she then again assumes full responsibility for the outcome of the operation

The requesting party shall assume control over the operations of a mutual aid incident scene however; it shall be each party's responsibility to maintain control of their own equipment, the safety of their own personnel and others at the scene or within the immediate vicinity.

The officer in charge of the responding agency shall have the right to withdraw from the incident or emergency site of the requestor, if, in the sole judgment of the officer in charge of the department rendering assistance, personnel, apparatus, or equipment are needed at its own EMS Service area. In such cases, he/she will confer with the local incident commander and advise him/her of the need to leave.

ARTICLE VII

RESPONSE TO OTHER JURISDICTION

It is agreed that no party to this agreement shall knowingly respond to an EMS Incident in the primary jurisdiction of another party to the agreement unless dispatched or requested. This shall not prevent any Agency from responding to check the exact location of an incident if the jurisdiction is not clear upon initial dispatch. In all such cases, the Agency responding shall cause the Agency who may also have initial jurisdiction to be notified or dispatched immediately depending on the incident

ARTICLE VIII

FINANCE

The parties agree that each shall respond without cost, charge or financial assessment to the other party or the 911 Dispatch Center. Each party shall have the right to directly charge and bill any person, or such person's insurance carrier for EMS services provided at the incident scene or for conveyance to a medical facility, according to that service providers usual and customary billing practices.

No party shall be held liable to the other for damages, loss of equipment, and injury to personnel or payment of compensation arising as a result of assistance rendered under the terms of this agreement. Each party agrees and represents that it has insurance or is self-insured and shall continue to insure/self-insure its trucks, apparatus and equipment against loss or damage in an amount deemed adequate by the responding party.

The requestor shall assume responsibility for the coordination of welfare items and associated fuel needs by the responding agencies if needed. Incidents of long duration, and natural or man made disasters may require the involvement of the Manitowoc County Emergency Government to assist with operations.

ARTICLE IX

DEPOSITORY

The chief executive, clerk, or EMS chief of each community participating in this mutual aid plan shall sign the, agreement each participating community shall file one executed copy of the agreement with the Manitowoc County EMS Association. The Manitowoc County EMS Association will provide each participant with a list of municipalities and EMS Agencies participating in this Mutual Aid Pact

ARTICLE X

COMMENCEMENT AND TERMINATION

An EMS Agency shall be considered to be a participating agency of this pact as soon as the EMS Agency has complied with the provision of ARTICLE DC and will continue for a period of one year after which it will automatically renew for successive one year terms.

Termination of participation may be made by a participating agency filing a certified copy of a resolution of the agency terminating the agreement with the EMS Chief of the other member agencies and the EMS association President, which date of termination shall not be less than sixty (60) days after the date of filing.

ARTICLE XI

COMPLAINE WITH GOVERNMENTAL REGULATIONS

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this agreement.

ARTICLE XIII
SERVERABILITY

If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

ARTICLE XIV
AMENDMENTS

The terms and conditions of the Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties involved.

ARTICLE XV
NO THIRD PARTY RIGHTS CREATED

Any rights granted under this Agreement are granted solely to the parties of this Agreement. This Agreement is not intended and should not be construed, to create any right in any third party or render the parties to this Agreement obligated or liable to any third party in any respect.

ARTICLE XVI
SIGNATURES

The undersigned warrant aid represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

Agency: _____
(City/Village/Town Officials)

Signature: _____

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