

MUTUAL AID ASSISTANCE CONTRACT

This agreement shall be known as the Bayfield County Emergency Aid Plan. Emergency Aid as applied herein means the loaning of services with the accompanying equipment to an ambulance service, by one or more other ambulance services, to meet an emergency beyond the capabilities of the ambulance service being aided. An Emergency Aid Plan is a prepared and organized method for providing Emergency Aid in an orderly fashion.

This agreement, made and entered into this day of January, 1984, by and between the undersigned political subdivisions of government by its lawful representatives.

WITNESSETH:

WHEREAS, the signatory services desire to provide for an augmentation of the ambulance protection of their municipalities in the event of emergency conditions requiring increased ambulance services, and,

WHEREAS, the communities of the signatory parties of this title form a practically continuous area throughout which it is deemed practicable for them to render assistance in emergencies requiring ambulance services, and,

WHEREAS, it is the policy of the Bayfield County EMS Council, the several municipalities, counties and public agencies' governing bodies to conclude 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:

This Mutual Ambulance Assistance Contract is hereby entered into by the several communities, ambulance districts or establishments belonging to the Bayfield County EMS Council, with the following provisions:

ARTICLE I

OPERATIONS

Mutual Aid hereunder shall only be rendered upon request and according to the procedures of this article. The senior line officer of any party to this agreement may request the assistance of any other party to this agreement whenever it is deemed advisable. The request shall be made in the manner designated by the requested, under Article IX of this agreement and the requestor shall specify the type of assistance required, including, if possible, the type of apparatus or equipment which would be of most use.

It shall be the duty of the senior line officer available in the Ambulance Service of the community or municipality receiving the request to:

- A. Immediately determine if, in his/her opinion, apparatus and personnel can be spared, and if so,
- B. What apparatus might most effectively be dispatched, and,
- C. Forthwith dispatch the designated apparatus and personnel with whatever instructions are necessary.

Rendering assistance under terms of this agreement shall not be mandatory except that the requestee shall immediately inform the requestor if, for any reason assistance cannot be rendered, it being understood that whether such assistance can or cannot be dispatched shall be determined by the requestee.

ARTICLE II

ELIGIBILITY

Any ambulance service organized in conformity with the laws of the State of Wisconsin, which is deemed acceptable by the majority of the ambulance services subscribing to this plan, shall be eligible to take part in this agreement. Nothing herein shall be construed as prohibiting an ambulance service from entering into other Mutual Aid Agreements with neighboring ambulance services in other counties or states.

ARTICLE III

LEGAL RESPONSIBILITY FOR ACTS OF EMT'S

Except as noted in Article IV and V hereof, the municipality requesting mutual aid shall be legally responsible for the acts of the EMTs responding officially to a request for mutual aid while they are performing duty in the aided community.

"Performing duty" shall include any movement of any apparatus within the boundaries of the aided community.

Responding or aiding services shall be responsible for the acts of their members en route to or returning from the emergency in all other localities or places other than within the boundaries of the aided community.

ARTICLE IV

DAMAGES

No signatory shall be liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement, provided that, if the equipment or property of a signatory is damaged or destroyed by the gross negligence of another signatory, its agents or employees, then the signatory responsible for such injury shall be responsible in damages therefore, and the terms of the settlement shall be decided by authorized representatives of the signatory parties. Provided that a requestor shall assume responsibility for providing lubrication oil, motor fuel, and welfare items for EMTs to the extent supplies are available at the time of the request, incurred by a requestee in connection with rendering of emergency assistance. Provided further that all parties shall exercise due diligence in returning lost equipment to the rightful owner.

ARTICLE V

WORKMEN'S COMPENSATION AND INSURANCE COVERAGE

If a member of an ambulance service is killed or injured responding to or returning from, or acting at an emergency under this mutual aid agreement, the service of which he/she is a member, or the government by which he/she is employed, shall grant him/her the same compensation and insurance benefits that it would if the emergency were in his own community.

It is understood that when one service responds to a request for aid from another service by dispatching equipment and/or personnel under this agreement, such aid is not intended to create any employer-employee relationship between the requesting and the responding departments or their members; rather it is understood that departments respond under this agreement in order to secure for themselves and the citizens for their respective jurisdictions the advantages of Mutual Aid under the terms of the agreement.

ARTICLE VI

COMMAND

The superior line officer of the ambulance service of the requestor shall assume full charge of the operations, but if he/she specifically requests an officer of an ambulance service furnishing assistance to assume command, he/she shall not, by relinquishing command, be relieved of the final responsibility for the operation. However, the apparatus, personnel and equipment of any service rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior line officer of the service rendering assistance. The requestee shall have the right to withdraw from the emergency site of the requestor if, in the sole judgment of the senior line officer of the requestee, personnel, apparatus and equipment are needed at home.

ARTICLE VII

STANDING OPERATING PROCEDURES

The presidents of ambulance services of the parties to this agreement, are authorized and encouraged to meet and draft the plans and standing operating procedures shall become effective upon ratification by the chief officers of the services of the signatory parties.

ARTICLE VIII

FINANCE

There shall be no charge to the aided community or ambulance service for use of apparatus or services of the EMTs responding in accordance with this plan. This shall not preclude payment for additional services and equipment above and beyond that stipulated in this agreement, such as oxygen.

The ambulance service rendering assistance shall bill the parties directly who receive the services of the responding ambulance service. Should the billed parties fail to pay the bill then the town of his residence shall assume the responsibility for collecting said charges.

ARTICLE IX

EXECUTION, DEPOSITORY, AND EXCHANGE OF NECESSARY INFORMATION

The chief executive, the clerk, and the President of the ambulance service of each community participating in this Mutual Aid Plan shall sign one copy of this agreement. All signed copies are to be deposited with the Emergency Government Coordinator of Bayfield County. One unsigned copy of this agreement, as enacted, shall be provided to each of the signatories of this plan, and to the Secretary of the Bayfield County EMS Council.

Each of the signatories of this plan shall annually provide the Secretary of the Bayfield County EMS Council the following information:

- A. The manner, including appropriate telephone numbers, in which the service is to be contacted in order to request mutual aid.
- B. The manner in which the service is to be contacted for non-emergency purposes.
- C. A list of emergency apparatus available for mutual aid.
- D. Any other information requested by the majority vote of the Bayfield County EMS Council.

The Secretary of the Bayfield County EMS Council shall annually compile the above information and distribute it to all of the signatories of this agreement.

ARTICLE X

COMMENCEMENT AND TERMINATION

This Mutual Aid Plan shall commence as soon as two or more services have executed it in accordance with its provisions. Additional ambulance services shall be considered to be participating members of this plan upon the unanimous approval of all of the then existing members of the plan, as soon as such service has executed the plan in accordance with the provisions hereof.

Termination of participation may be made by filing notice of such withdrawal with the Bayfield County Coordinator of Emergency Government and all other member municipalities. Cancellation shall become effective thirty (30) days after such notice has been given.

IN WITNESS WHEREOF, the party named below has executed this agreement as of the day and year first written above.

Signed by the following in January and February of 1984:

- Ashland Fire Department
- Barnes Ambulance
- Bayfield Ambulance
- Great Divide Ambulance
- Iron River Ambulance
- Mason Ambulance
- Red Cliff Ambulance
- South Shore Ambulance
- Washburn Ambulance

Signed copies are on file with the Bayfield County Office of Emergency Management.