

Ashland and Bayfield Counties EMS MUTUAL AID AGREEMENT

This agreement shall be known as the Ashland and Bayfield Counties EMS Mutual Aid Agreement.

In emergency services, mutual aid is an agreement among emergency responders to lend assistance across jurisdictional boundaries. A Mutual Aid Agreement is defined in Wis. Admin. Code DHS 110.04 (40) as a written agreement between licensed ambulance services providers whereby each provides emergency medical care in the other's primary service area when the primary ambulance service provider requires additional resources because it has already committed all its resources to other 9-1-1 emergency responses.

Mutual Aid as applied herein means the providing of services with accompanying equipment to an EMS agency, by one or more EMS agencies, to meet an emergency beyond the capabilities of the requesting EMS agency.

This agreement is made and entered into by and between the following ambulance services and their undersigned political subdivisions of government by its lawful representatives:

- Ashland Fire Department
- Barnes Ambulance
- Bayfield Community Ambulance Service
- Bayfield County Mass Casualty Incident (MCI) Team
- Butternut Fire First Responders
- Glidden Area Ambulance Service
- Great Divide Ambulance Service
- Iron River Ambulance Service
- Madeline Island Ambulance
- Marengo Ambulance Service
- Mason Area Ambulance Service
- Mellen Fire and Rescue
- Red Cliff Ambulance
- South Shore Area Ambulance
- Washburn Area Ambulance Service

WITNESSETH:

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

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

WHEREAS it is the policy of the Bayfield-Ashland Counties EMS (BAC-EMS) Council 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 EMS Mutual Aid Agreement is hereby entered into by communities and EMS agencies belonging to BAC-EMS Council, with the following provisions:

ARTICLE I

OPERATIONS

An EMS agency may request the assistance of any agency party to this agreement whenever the capabilities of the requesting agency are not sufficient to meet emergency requirements. The request shall be made through the county Public Safety Answering Point (PSAP) identifying the type of assistance that would be of most use.

It shall be the duty of the requested EMS agency to:

- A. Immediately determine if equipment and personnel can be spared.
- B. Determine what equipment and/or personnel might most effectively be dispatched.
- C. Respond with the appropriate equipment and personnel with whatever instructions are necessary.

Rendering assistance under terms of this agreement shall be expected unless the requested service in good faith attempts to satisfy the request but lacks the capabilities in terms of available equipment and/or personnel to do so. If the requested agency cannot provide the requested mutual assistance, the requested agency shall immediately notify the county PSAP and requesting service. The PSAP may notify the requesting agency and request other EMS agencies as appropriate.

ARTICLE II

ELIGIBILITY

EMS agencies organized in conformity with the laws of the State of Wisconsin and accepted by the BAC-EMS Council shall be eligible to take part in this agreement. Nothing herein shall be construed as prohibiting an EMS agency from entering into other Mutual Aid Agreements with neighboring EMS agencies in other counties or states.

ARTICLE III

LEGAL RESPONSIBILITY FOR ACTS OF EMS PERSONNEL

Each EMS agency shall be legally responsible for the actions of their personnel including any patient care or transport within the boundaries of the aided community.

Responding or aiding EMS agencies shall be responsible for the actions of their members while in route to or returning from the emergency.

ARTICLE IV

DAMAGES

No signatory shall be liable to another signatory for damages, loss of equipment, injury to personnel, or compensation arising because of assistance rendered under the terms of this agreement. If the equipment or property of a signatory is damaged or destroyed by the negligence of another signatory, its agents, or employees, then the signatory responsible for such injury shall be responsible for damages. The terms of the settlement shall be decided by the appropriate authorized representatives.

The requesting EMS agency shall assume responsibility for providing lubrication oil, motor fuel, and welfare items for personnel to the extent supplies are available at the time of the request and incurred by a requested EMS agency in connection with rendering of emergency assistance. All parties shall exercise due diligence in returning lost equipment to the rightful owner.

ARTICLE V

WORKER'S COMPENSATION AND INSURANCE COVERAGE

If a member of an EMS agency 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 ensure that any policy of coverage grants him/her the same compensation and insurance benefits that it would if the emergency were in the member's own community.

It is understood that when one service responds to a request for aid from another service by responding with 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. It is understood that departments respond under this agreement 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 Incident Command System (ICS) will be used to manage all events when multiple agencies are requested. Incident Command (IC) shall be responsible for management of the incident and will assign the requested services as appropriate.

ARTICLE VII

FINANCE

There shall be no charge to the aided community or EMS agency for personnel or equipment responding in accordance with this Agreement
The EMS agency rendering assistance may bill the parties directly who receive the services of the responding and/or transporting agency.

ARTICLE VIII

EXECUTION, DEPOSITORY, AND EXCHANGE OF NECESSARY INFORMATION

The authorizing official and/or director of the EMS agency shall sign this agreement. Signed copies are to be filed with Emergency Management for each county as well as the BAC-EMS Council.

ARTICLE IX

COMMENCEMENT AND TERMINATION

This Mutual Aid Agreement shall commence as soon as two or more EMS agencies have executed the agreement in accordance with its provisions. Additional EMS agencies shall become participating members of this agreement upon the approval of the BAC-EMS Council.

Termination of participation may be made by filing notice of such withdrawal with the BAC-EMS Council, Emergency Management from each county, and other participating services. Cancellation shall become effective thirty (30) days after such notice has been given.

IN WITNESS WHEREOF, the parties named below have executed this agreement as of the day and year noted below.

Authorizing Signature: _____

Title: _____

EMS Agency: _____

Date: _____