



136 N. MONROE STREET, WATERLOO, WI 53594
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**PUBLIC NOTICE OF A COMMITTEE MEETING
OF THE COMMON COUNCIL OF THE CITY OF WATERLOO**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and to the news media, that the following meeting will be held.

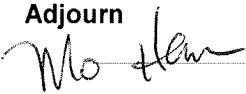
COMMITTEE: Public Safety & Health Committee

DATE: Thursday, August 1, 2013

TIME: 6:30 p.m.

LOCATION: Police Training Room, Municipal Building, 136 N. Monroe Street

1. Call To Order & Roll Call
2. Meeting Minutes Approval: July 18, 2013
3. Citizen Input
4. Unfinished Business
 - a. Special Event Application – VFW Post #6614, September 14, 2013 ***
 - b. Redefining Temporary Sign Permits
5. New Business
 - a. Natural Hazards Mitigation Plan – Jefferson County ***
 - b. Special Event Application – WPPA 113 Waterloo Professional Police Association, Police Pal 5K Fun Run/Walk ***
 - c. Dodge County EMS Association Mutual Aid Pact (informational)
6. Future Agenda Items And Announcements
7. Adjourn


Morton Hansen
Clerk/Treasurer

*** See Council Packet

Committee Members: Cotting, Van Holten, and Reynolds

Printed, Posted, Emailed and Distributed: July 29, 2013

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

**DODGE COUNTY EMS ASSOCIATION
MUTUAL AID PACT**

This Agreement shall be known as the Dodge 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 29th day of July 2013, 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 Dodge 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 times 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.



COPY

No liability of any kind or nature may be attributed or be assumed whether expressly or implied by the party, it's duly authorized agents and personnel for failure or refusal to render aid as provided herein or for withdraw of aid once provided pursuant to the terms provided herein. Furthermore, no liability may be imposed in any manner relating to, or stemming from actions, inactions, projections, estimations, determinations, representations or the like relative to the subparagraphs provided above under "Responders duties" or "Requestor duties."

ARTICLE II ELIGIBILITY

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

ARTICLE III 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 IV 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.

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 V 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.

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 VI
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 VII
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 manmade disasters may require the involvement of the Dodge County Emergency Management to assist with operations.

**ARTICLE VIII
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 Dodge County EMS Association. The Dodge County EMS Association will provide each participant with a list of municipalities and EMS Agencies participating in this Mutual Aid Pact

**ARTICLE IX
COMMENCEMENT AND TERMINATION**

An EMS Agency shall be considered to be a participating agency of this pact 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 X
COMPLIANCE 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 XI
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 XII
EMERGENCY RESPONDERS**

No Emergency responder or department shall be charged for EMS services when they need on scene care or transport from an emergency scene to a medical facility as per MABAS WI.

**ARTICLE XIII
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 XIV
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 XV
EXTING AGREEMENT**

This agreement will supersede any and all agreements that were made by the Dodge County EMS Association prior to this agreement. This agreement does not include any intercept agreements between Basic and ALS agreements

**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.

All Signatures and a copy of this agreement will be kept with the Secretary /treasure of the Dodge County EMS Association.

Agency: Wadena Fire Dept., Date 7-03-13
(City/Village/Town Officials) (Service Director)
Signature: [Signature] Signature: [Signature]
Title: Chief Title: Host. Chief

