

AGREEMENT FOR MUTUAL ASSISTANCE

This Agreement for Mutual Assistance, (“Agreement”), is entered into as of the date signed the respective parties, each a Wisconsin Municipal Corporation acting by and through its fire departments, each with proper authorization to execute this Agreement, (herein referred to collectively as “the Parties” or “the Departments” and individually as “a Party” or “a Department”), and is made pursuant to Wis. Stat. Secs. 66.0301 and 66.03125.

Section 1. Purpose.

The purpose of this agreement is to provide for extended firefighting capabilities in the participating municipalities when deemed necessary under the circumstances described herein. The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The governing officials of the governmental entities set forth below, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters. As such, this Agreement is intended to provide for fire department response circumstances not specifically otherwise provided for under separate non-applicable to this Agreement existing Mutual Aid Fire Service Agreements and Mutual Aid Box Alarm System Agreements, that being the response to a call for service in an area outside of the responder’s municipality, due to the proximity of facilities and equipment for a potentially more rapid response.

The parties understand that reliance on mutual assistance under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

Section 2. Authority.

This Agreement is made and entered into by the parties pursuant to the authority granted by Wisconsin Statute Section 66.0301, which authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and Wisconsin Statute Section 66.03125, which authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction.

Section 3. Definitions.

Mutual Assistance

Mutual Assistance as applied herein means the loaning of services with the accompanying apparatus, by one or more municipalities, to meet an emergency beyond the capabilities of the municipality being aided.

Participating Municipalities

A municipality that commits itself to this mutual aid agreement by passage of a resolution or ordinance authorizing participation in the program with other participating member municipalities for rendering

and receiving mutual aid and in the event of an incident in accordance with team operating procedures.

Requesting Agency

The municipality in which an incident occurs that cannot be adequately handled by the local Fire Department.

Aiding Agency

A municipality furnishing fire and/or EMS personnel, equipment and apparatus to a Requesting Agency's municipality.

Emergency condition

For the purposes of this Agreement, any unexpected fire and/or EMS occurrence or occasion requiring immediate action, including any condition requiring fire protection or emergency medical services or both; a hazardous situation is a situation that creates a level of threat to life, property, health or the environment.

Sections 4. Mutual Considerations and Conditions.

1. In consideration for each party's mutual assistance to the other upon the occurrence of an emergency condition and/or hazardous situations in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment and/or emergency medical equipment or personnel of the parties may be dispatched to such point where the emergency condition and/or hazardous situations exists in order to assist in the protection of life and property, subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, logistical methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chiefs of the fire departments from the respective parties. These details will be stipulated in an Operation Policy and signed by the Chiefs of the departments upon authorization from their respective governing bodies. No party shall have any obligation pursuant to this Agreement to another party unless and until an Operation Policy is executed between the respective parties. Said Operation Policy may be revised or amended at any time by mutual agreement of the Fire Chiefs as they are so respectively authorized and as conditions may warrant. The Operational Policy should be reviewed annually and as needed.

2. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the fire department of the jurisdiction in which the mutual assistance service is being provided and in accordance with the Operation Policy.
3. Either party may decline a request for mutual aid, if in the best judgment and discretion of the responding party's fire chief or other ranking officer in charge at the time, the safety of the

responding party's own jurisdiction's inhabitants would be excessively compromised or otherwise put in unwarranted jeopardy. In the event of such decision, the responding party shall immediately notify the requesting party of its decision and may assist the requesting party in summoning assistance of other service providers, if practical or feasible. These actions shall be monitored by the Chief or their designees to ensure equitability of services.

No liability of any kind or nature shall be attributed to or be assumed whether express or implied by a party hereto, its duly authorized agents and personnel for failure or refusal to render aid. In addition, there shall not be any liability for a party that withdraws aid once provided pursuant to the terms of this Agreement. However, once a request is accepted it should generally be carried through and not withdrawn.

4. While it is deemed equally beneficial, sound and desirable for the parties of this agreement to work collaboratively in accordance with the terms of this agreement, it is not the intent of the parties to transfer risk to or assume liability on behalf of another party to this agreement. At all times while equipment and personnel of any party's fire department are traveling to, from, or within the geographical limits of any other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
5. This Agreement is not intended to create an employer/employee relationship between the parties. The requesting party, or the party in charge under the operations policy, shall assume control over the operations of the mutual aid incident scene, however it shall be each party's responsibility to maintain the safety of its own personnel and others at the scene or within its immediate vicinity. Each party to this Agreement, in relation to any and all other parties to this Agreement, is responsible for the operation of its own vehicles and equipment and the acts of its personnel responding to a request for mutual assistance while they are providing assistance in the requesting community. The employees that may provide services under this Agreement shall continue to be the employees of his or her employing parties' fire department and shall be covered by his or her employing parties' fire department municipality for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 Wisconsin Statutes and any civil liability insurance. Any employee while providing services under this Agreement is considered, while so acting, to be in the ordinary scope of his or her employment with his or her employing parties' fire department.

The terms and provisions of this Agreement are applicable to and only for the benefit of the parties hereto, and not to any other person or claimant not a party hereto, and shall not under any circumstances be construed to be enforceable by or in any way used as evidence for any claim for wages, benefits or the like which may be due to any employee of any party hereto.

6. The parties declare and acknowledge that they are governmental entities entitled to governmental immunity under the common law and under Section 893.80 of the Wisconsin Statutes, and the parties agree that nothing contained herein shall waive the rights and defenses to which each party may otherwise be entitled, including all of the immunities, limitations, and defenses under Section 893.80 of the Wisconsin Statutes. The parties also agree that they are not waiving any other immunities or defenses available to them under

state, federal or administrative law. All of the provisions of Section 895.46 of the Wisconsin Statutes also apply.

7. Each party hereto shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of being a party to this Agreement. Annually and upon request, a party must provide evidence of compliance with the insurance provisions of this section to the other party.
8. The parties agree that each shall respond without any cost, charge or financial assessment to the other for cost incurred pursuant to this Agreement. However all parties providing assistance hereunder shall be entitled to the equitable distribution between the parties providing services of any expenses recovered from other responsible entities. The Chief or designee of the Department receiving reimbursement shall be responsible for working with the other parties to find a reasonably equitable distribution among all claimant departments. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.
9. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party in any state or federal civil lawsuit brought by a third party, arising out of his or her official acts performed within the scope of his/her duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits and the same insurance of his/her employing agency that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed. Moreover, 895.46 Wis. Stats., shall apply to such individual performing duties subject to this Agreement. Accordingly, the benefits of defense and indemnification to third party lawsuits as described in this paragraph shall be supplied by the party where the individual is regularly employed.
10. This Agreement shall commence and become effective as to any party shall be on the date of the signature of any such party hereto and shall supersede any previous versions of this mutual aid agreements entered into by the parties.
11. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties' Fire Chief. The cancellation notice shall be filed with the Clerks of each municipality.
12. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 5. Effect of Other Agreements

1. The Municipal Elected Bodies for the undersigned may from time to time enter into separate agreements for the purchase and/or equitable sharing of equipment, personnel, etc. with and between any of the undersigned parties. Said separate agreements are not intended to impact the intent or terms of this Mutual Aid Agreement contained herein.

2. Separate agreements under this section should be approved subject to notification of all of the undersigned parties.
3. Should any party outside of Milwaukee County be considered as a party to this agreement, all undersigned parties should be notified of such interest and intent.

BE IT RESOLVED:

1. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin. This Agreement represents a complete understanding of the parties with respect to this subject matter referred to herein and may not be amended except upon the mutual written consent of the parties. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one in the same document.
2. This Agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
3. The parties hereby enter into this Agreement knowingly, voluntarily and for the benefit of their communities, humanity and the common good.
4. The undersigned representatives of each party are hereby authorized to abide to the terms, conditions and limitations set forth in this Agreement.

This signatory certifies that this Agreement for Mutual Assistance has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is document is attached hereto.

Municipal Corporation

Signatory

Date