



STEVEN D. BANE
FIRE CHIEF



CITY of WEST ALLIS
FIRE DEPARTMENT

To: Mayor and Members of the Common Council
From: Steven D. Bane, Fire Chief
Date: March 27, 2014
Re: Request Approval of “Agreement for Mutual Assistance” and “Memorandum of Understanding for Mutual Assistance”

Council Members please find attached the “*Agreement for Mutual Assistance*” (AMA) and “*Memorandum of Understanding for Mutual Assistance*” that I respectfully request your approval of. These documents have been created and approved by the Milwaukee County Fire Chiefs Association in cooperation with local City Attorneys, including ours, Scott Post.

This AMA is intended to strengthen the cooperation and sharing of fire and EMS services across city boarders. You have all heard me discus our work on Shared Services and how it is intended to benefit all neighboring communities. The AMA takes the concept of Shared Services and formalizes it in to an operational system.

The Mission of Shared Services is to:

Evaluate fire, special operations, and EMS delivery models that could enhance our current delivery method.

The Vision of Shared Services is to:

- *Effectively and efficiently provide the highest level of emergency services to our citizens and communities*
- *Increase fire fighter safety*

This is being done in the midst of stagnant, or decreasing, funding streams while facing increased costs of service delivery.

Our goal is to have the closest, most appropriate, unit to an emergency respond regardless of the political jurisdiction of the incident or the responders. Thereby reducing the response time, ultimately leading to lives saved and reduced property loss. It is our intent to sign an MOU with all Milwaukee County Fire Departments, assuming they have mutual interest, which we expect they will.

This agreement was approved by the West Allis Police and Fire Commission on March 20, 2014. I respectfully request your approval of the agreement at this time. Please feel free to contact me if you have any questions or concerns with this request.

AGREEMENT FOR MUTUAL ASSISTANCE

THIS AGREEMENT FOR MUTUAL ASSISTANCE, (“Agreement”), is made and entered into as of the date set forth next to the signature of the respective parties, (hereinafter referred to singularly as “party” “entity” “agency” or “department” and collectively as “parties” “entities” “agencies” or “departments”), each a Wisconsin municipal corporation or a 66.0301 Wis. Stats., intergovernmental entity as set forth below, each acting herein through their duly authorized officials.

RECITALS:

WHEREAS 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; and

WHEREAS Wisconsin Statute Section 66.0301(2) authorizes municipalities to contract with each other for the receipt and furnishing of fire, protection and emergency medical services; and

WHEREAS Wisconsin Statute Section 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department’s jurisdiction;

WHEREAS the details of the assistance to be provided between each entity will be set forth in separate Memoranda of Understanding executed by two or more of the parties to this Agreement, and as outlined in this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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. For the purposes of this Agreement, emergency condition is a sudden, urgent, unexpected 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.

Details as to amounts and types of assistance to be dispatched, 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 a Memorandum of Understanding, ("MOU"), and signed by the Chiefs of the departments. No party shall have any obligation pursuant to this Agreement to another party unless and until an MOU is executed between the respective parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement, shall be to the extent of available personnel and equipment not required for the adequate protection of the territorial limits of the agency providing the services. Said agency shall not be required to provide services when equipment and/or staffing is unavailable due to emergency conditions and/or hazardous situations confronting the department providing the assistance hereunder. 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.
3. Personnel and equipment dispatched pursuant to this agreement shall report for direction and assignment to the fire chief or incident commander of the department of the jurisdiction in which the service is being provided. The department offering assistance shall at all times have the right to withdraw any and all aid upon the order of its chief officer or designee provided; however, the department withdrawing such aid shall notify the incident commander or his designee of the jurisdiction in which the service is being provided of such withdrawal.
4. Each party to this Agreement waives all claims (except those arising from the intentional or reckless acts of the other party) against each and every other party to this Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of 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. Nothing herein shall operate to bar any recovery of funds from any State or Federal agency under any existing State and Federal laws.

A party receiving assistance hereunder agrees to hold harmless, indemnify and defend the party providing assistance in its jurisdiction from any and all claims, demands, liability losses including attorney's fees and costs which are made by a third party arising from providing assistance pursuant to this agreement, except there is no duty to hold harmless, indemnify and defend a party providing the assistance from any claim that arises from intentional or reckless acts of the party providing the assistance.

There shall be no liability of any party to another party of this Agreement for failure or refusal to render assistance or for withdrawal of assistance once provided.

5. Each party hereto shall procure and maintain at its sole and exclusive expense insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation and emergency medical service professional liability with limits of One Million Dollars (\$1,000,000) for auto coverage and One Million Dollars (\$1,000,000) combined single limit general liability and professional liability coverage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this section shall be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the State of Wisconsin. Upon request, a party may provide evidence of compliance with the provisions of this section to the other party.
6. No party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
7. Each party 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 for purposes of worker's compensation, unemployment insurance, benefits under ch. 40 Wisconsin Statutes and any civil liability. 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.
8. At all times while equipment and personnel of any parties' fire department are traveling to, from, or within the geographical limits of the other parties' 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. 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 (2009-2010) or any amendments thereof. The parties also agree that they are not waiving any other immunities or defenses available to them under state, federal or administrative law.

9. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, 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 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 and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where another jurisdiction may be liable, in whole or in part, for the payment of damages then the other jurisdiction may be joined in such cause of action to protect its interests.
10. 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.
11. It is understood and agreed that the parties have heretofore entered into an "Agreement for Mutual Aid", effective as of the dates indicated below.
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 thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective date of this Agreement as to any party shall be on the date of the signature of any parties hereto.
14. 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.

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

MEMORANDUM OF UNDERSTANDING FOR MUTUAL ASSISTANCE BETWEEN
THE **CITY OF WEST ALLIS FIRE DEPARTMENT** AND THE CITY OF
_____ FIRE DEPARTMENT

This Memorandum of Understanding, ("MOU"), is authorized by the **City of West Allis** and the of the City of _____, (hereinafter referred to singularly as "party" "entity" "agency" or "department" and collectively as "parties" "entities" "agencies" or "departments"), and is effective .

The purpose of this MOU is to outline the procedures for implementing a Mutual Assistance response between the parties. This MOU is a supplement to the Agreement for Mutual Assistance previously entered into by the parties. In the event this MOU conflicts with the Agreement for Mutual Assistance, the Agreement for Mutual Assistance shall be controlling.

Terms

The terms and conditions of this MOU terminate automatically upon the termination of the Agreement for Mutual Assistance.

Amount and Time of Assistance

This MOU is for fire/emergency service responses and/or emergency medical/service responses. Fire apparatus response on reported structure fires and emergency medical/service type incidents as assigned per CAD designation.

Response Areas:

Fire/Emergency Services Response

The parties may combine resources to initiate an appropriate allocation of equipment to all reports of fire/emergency service response. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. When available, units responding shall be based on closest unit response.

Emergency Medical Services (EMS) First Responder:

The parties will combine resources to initiate an appropriate allocation of equipment to all reports of an emergency medical event. The exact equipment is based on the nature of the call and shall be agreed upon by both fire chiefs. Units responding may be based on closest unit response.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this MOU, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by a chief officer from each respective department, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications.

Communications

Dispatched units shall communicate with the dispatch center that provided the initial dispatch when possible.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center receiving the alarm will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the City at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdiction, and responding agencies will cooperate in the investigation.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of the **City of West Allis** and the Fire Chief of the City of _____.

Steven D. Bane, Fire Chief – City of West Allis Fire Department.

Date _____

_____, Fire Chief – City of _____ Fire Department.