

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of:

Committee #3

Transportation, Construction, Public Safety and Traffic

Will be held on Tuesday, October 17, 2017, at 5:15 pm in the City Hall Council Chambers, 30 W. Central Street, Chippewa Falls, WI

Items of business to be discussed or acted upon at this meeting are shown on the agenda below:

1. **Discuss draft Ambulance Emergency Service Reciprocal Mutual Aid Agreement between the Chippewa Fire District and the City of Chippewa Falls Fire and Emergency Services Department. Possible recommendations to Council.**
2. **Discuss memorial proposed by Scott Sullivan to rename bridges in the City to honor Veterans. Possible recommendations to Council.**
3. **Adjournment**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.
NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change. This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on October 12, 2017 at 2:00 pm by BNG.



*Chippewa Falls Fire and Emergency
Services Department*

1301 Chippewa Crossing Boulevard, Chippewa Falls, WI 54729
(715) 723-5710 (715) 726-2751 Fax

**AMBULANCE EMERGENCY SERVICE
RECIPROCAL MUTUAL AID AGREEMENT**

This agreement is made on ____ day of _____, 20 ____ between the Chippewa Fire District and the City of Chippewa Falls Fire and Emergency Services Department, a Wisconsin municipal corporation.

WHEREAS, the Chippewa Fire District operates a combination fire – ambulance department and owns certain ambulances and health care equipment and has the support of firefighter/Emergency Medical Technicians - Paramedics who respond to medical calls, and who are licensed by the state of Wisconsin to provide paramedic level of care, and

WHEREAS, the City of Chippewa Falls Fire and Emergency Services Department and is the owner of certain ambulances, and health care equipment, and has the support of full time firefighter/ Emergency Medical Technicians - Paramedics who respond to medical calls, and who are licensed by the state of Wisconsin to provide a paramedic level of care, and

WHEREAS, both the Chippewa Fire District and the City of Chippewa Falls Fire and Emergency Services Department is desirous of providing more medical care in their respective territory through mutual resources of both parties and for the people served by the Chippewa Fire District and City of Chippewa Falls Fire and Emergency Services Department, and

WHEREAS, the parties are empowered to enter into this agreement pursuant to Wisconsin Statutes ss. 60.55, 62.11 (5), and 66.30 as it applies to emergency medical service calls:

NOWHEREFORE, in consideration of the mutual covenants and promises made herein the parties agree as follows:

1. DEFINITIONS

As used herein:

- a. "Party or Parties" means that the Chippewa Fire District and the City of Chippewa Falls Fire and Emergency Services Department.
- b. "Requesting Party" means that party requesting aid for emergency medical services and/or personnel trained at the Emergency Medical Technician – Paramedic level as provided herein.
- c. "Responding Party" means that party responding to the call for assistance as provided herein.
- d. "Combination Fire – Ambulance Department" means a fire department employing career and paid on call (POC) employees.

2. AUTHORITY TO REQUEST AID

The parties authorize the senior Emergency Medical Technician in charge or responsible Command Officer(s), to request and provide mutual medical aid from and to the other party upon request; provided, however, that the responding party may withdraw at any time for the purpose of responding to an emergency within its own jurisdiction. Nothing contained herein shall be construed to require either party to materially impair the providing of emergency medical services within its own jurisdiction.

When a mutual aid call is requested, it shall be described and specified as such by the personnel in this paragraph.

3. FAILURE TO RESPOND

There shall be no liability for failure to respond or respond in a timely manner, to any medical emergency after a call is made where road or other condition events beyond the control of the responding party, or actual or potential emergencies within the territory of the responding party prevent a timely response.

4. ON – SCENE DUTIES

This agreement will be in effect for mutual aid assistance on EMS calls by Chippewa Fire District On-Duty Crew. No member of either the requesting party or the responding party may initiate any medical treatment for which they have not been certified. "Duties performed under this agreement shall be performed under the command of the requesting party if a representative of the requesting party is on scene of the incident. If the requesting party has not yet arrived on the scene of the incident until such time the command is appropriately release to the requesting party."

5. EXPENSES

Neither party shall be held liable to the other for damage, loss of equipment, injury to personnel or payment of compensation arising as a result of assistance rendered in accordance with the terms of this agreement. If any member of a responding medical unit of either party is injured or killed while acting as a responding party hereunder, including travel to and from the scene of the emergency to which the response is being made, the agent/employer of the member shall be liable for the same compensation and benefits that would apply if the emergency were within the members own jurisdiction.

Rates charged to patients within this reciprocal mutual aid agreement will be billed by each party at the resident rate. This applies to EMS calls and Inter-Facility transports.

6. INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify, save and hold harmless the other party, its officers, employees, agents and representatives from any liability (including statutory liability and liability under worker's compensation or other occupational disease law), claim, action, loss, cost, damage, injury (including death), or expense, including attorney fees, due to negligence or other fault of its officers, employees, agents and representatives, arising out of or resulting from the rendering of aid under this agreement.

7. EQUIPMENT

Each party will be solely responsible for the storage, upkeep, maintenance, repair or replacement of its equipment.

8. EMPLOYMENT STATUS

It is understood and agreed by the parties that the rendering of mutual aid assistance hereunder shall not affect the employment status of the employees of either ambulance service, nor will it affect the duties and liabilities of either ambulance service imposed or incurred in rendering of emergency services.

9. PATIENT TREATMENT COST RECOVERY

Each party shall be solely responsible for the assumption, collection and reimbursement of its fees and charges, costs, expenses and other similar obligations arising out of the services rendered under this agreement, and shall be entitled to retain all sums paid for such services. "In no case shall the fees charged under this agreement be in excess of the normal charges as established by the responding party."

10. TERRITORY TO BE SERVED

The territory subject to this agreement shall be those areas over which the Chippewa Fire District has jurisdiction, including those areas added thereto during the term of this agreement, and those areas lying within the corporate limits of the City of Chippewa Falls as well as those areas that contract for service by the City of Chippewa Falls, including those areas added to the City during the term of this agreement.

11. INSURANCE

Each party shall obtain and maintain in force during the term of this agreement, public liability insurance having a single limit of at least \$1,000,000.

12. TERMS OF THE AGREEMENT AND RENEWAL

The term of this agreement shall commence upon the signing of this document by all the parties, and shall continue in effect for one (1) year from such date, and it shall be renewed automatically for like and successive terms of one year unless one of the parties notifies the other in writing at least 30 days prior to the expiration of the annual term of its intention to terminate the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their appropriate officers as of the date above written.

SIGNED AND DATED THIS _____ DAY OF _____, 20 ____

CHIPPEWA FIRE DISTRICT

CITY OF CHIPPEWA FALLS
FIRE AND EMERGENCY SERVICES DEPARTMENT

BY: _____

BY: _____

Scott Burnette
Fire Chief
Chippewa Fire District

Michael Hepfler
Fire Chief
Chippewa Falls Fire and Emergency Services Dept.