

To all interested persons:

Below you will find a template for a Mutual Aid Agreement. This agreement can be used to assist your county EMS association with the development of a county specific agreement.

As with any binding agreement, it should not be used without first consulting your legal representatives!!!!

MUTUAL AID AND CONTINGENCY AGREEMENT  
BY AND AMONG THE  
MEMBERS OF THE XXXXXXXXXXXX COUNTY EMERGENCY  
MEDICAL SERVICES ASSOCIATION

This agreement is made and entered into effective on the \_\_\_\_ day of \_\_\_\_\_, 20XX, by and among the Members of the XXXXXXXXXXXX County Emergency Medical Services Association who have duly executed this Agreement.

WHEREAS, the Members of the XXXXXXXXXXXX County Emergency Medical Services Association recognize the necessity to cooperate and work together to provide for mutual aid and contingency assistance; and

WHEREAS, the Members further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective Members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE MEMBERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

**SECTION 1. Definitions:**

As used herein:

- a. "Requesting Member," shall mean the Member requesting aid, and
- b. "Responding Member," shall mean the Member affording or responding to a call for aid.

**SECTION 2. Mutual Aid and Contingency Agreement**

The Members of the XXXXXXXXXXXX County EMS Association mutually agree to provide mutual aid and contingency service to each other.

**SECTION 3. Authority to Respond to Provide Assistance**

- a. The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting Member's command personnel or the command personnel's designee. For purposes of this Agreement, the "requesting Member" shall mean the incident commander or the incident commander's designee asking for assistance and the "responding Member" shall mean an officer/supervisor or designee sending assistance. Any Member shall have the right to request assistance from the other Member's subject to the terms and conditions of this Agreement.

- b. The XXXXXXXXXXXX County Emergency Communications Center will page out the next nearest Member if two consecutive pages go unanswered for any reason. Members are empowered to set up automatic aid protocols in the Emergency Communications Center for specific circumstances in their service areas.

#### **SECTION 4. Requesting Assistance**

A Member may request assistance from any other Member when the requesting Member has concluded that such assistance is essential to protect life.

#### **SECTION 5. Responses to Request**

Upon request, a responding Member, upon determination that an emergency exists and subject to the availability of human and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting Member.

#### **SECTION 6. Personnel and Equipment Provided**

The requesting Member shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of equipment to be sent shall be solely that of the responding Member. The responding Member shall be immune from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable diligence.

No Member shall make any claim whatsoever against another Member for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding Member that such personnel and equipment are either not available or are needed to provide service in the Member's response area.

#### **SECTION 7. Command and Control at the Emergency Scene**

All Members have established Incident Command System (ICS) Standard Operating Procedures (SOPs), and will implement them on all incidents involving mutual aid or contingency responses.

The responding Member's personnel and equipment shall report to the incident commander or other appropriate sector officer of the requesting Member. The person in charge of the responding Member shall meet with the incident commander or appropriate sector officer of the requesting Member for a briefing and assignment.

The person in charge of the responding Member shall retain control of the responding Member's human and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer.

The responding Member's personnel and equipment shall be released by the requesting Member when the services of the responding Member are no longer required or when the responding Member's resources are needed in their primary response area. Responding Member personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate sector officer that they are needed in the Member's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

#### **SECTION 8. Reporting and Record keeping**

The requesting Member shall maintain records regarding the frequency of the use of this agreement and provide them to the Iowa Department of Public Health Bureau of Emergency Medical Services upon request. Each Member shall maintain individual patient care reports.

#### **SECTION 9. No Reimbursement for Costs**

No Member shall be required to reimburse any other Member for the cost of providing the services set forth in this Agreement for mutual aid services, except as provided in Section 10 below. Each Member shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding for requests for mutual aid or contingency response.

#### **SECTION 10. Fees for Ambulance Service**

Members providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing and collection activity. Requesting Members are responsible for payment of fees for responding paramedic Members providing paramedic intercept services.

#### **SECTION 11. Liability**

Each responding Member hereby waives all claims against each requesting Member for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

A responding Member assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

**SECTION 12. Insurance**

Each Member shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage. Members may self-insure when appropriate.

**SECTION 13. Conflict Resolution**

From time to time, personnel from one Member or another may have some concerns or questions regarding this Agreement or the working relationship of the parties. Should any such issues arise, they should be dealt with by the Member's chain of command to provide answers or resolution.

**SECTION 14. Term of Agreement**

This Agreement shall be in full force and effect upon execution by all Members hereto. This Agreement shall remain in effect for a period of ten years unless cancelled by any Member by giving thirty days written notice to the XXXXXXXXXX County EMS Association. The Agreement may be amended by agreement of all of the Members.

**IN WITNESS THEREOF**, the following Members have duly executed this Agreement:

By:

XXXX Community Fire Department	_____
XXXX Community Fire Department	_____
XXXX Community Fire Department	_____
XXXX Community Fire Department	_____
XXXX Community Fire Department	_____
XXXXX Ambulance Service	_____
XXXXX Ambulance Service	_____
XXXXX Ambulance Service	_____
XXXXX Ambulance Service	_____
XXXXX Ambulance Service	_____

XXXXX Rescue Unit

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XXXXX Rescue Unit

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XXXXX Rescue Unit

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XXXXX Rescue Unit

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City of XXXXXXXXX

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City of XXXXXXXXX

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City of XXXXXXXXX

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City of XXXXXXXXX

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XXXXXX County Emergency Management

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XXXXXX County Sheriff's Department

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Etc.

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Etc.

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Etc.

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On this XXth day of (Month), A.D., 200X, before me, the undersigned, a Notary Public, in and for XXXXXXXXXXXX County and the State of Iowa, personally appeared (Fill in individuals names) known to me and who, being duly sworn, did state that they are the authorized agent of said organization, municipality, public service agency or department, in XXXXXXXXXXXX County, Iowa; that said instrument was signed on behalf of said organization, municipality, public service agency or department by the authority of their respective Board of Directors, City Council or governing body and that said (fill in individuals names), as such authorized agent, acknowledge the execution of said instrument to be the voluntary act and deed of said organization, municipality, public service agency or department, by it and by them voluntarily executed.

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(Individuals Name) Notary Public, State of Iowa  
Commission Number 123456  
My Commission Expires 05-19-2009