**Mutual Aid Agreement**

**between**

**Jefferson County Emergency Medical Services District**

**and**

**Sisters – Camp Sherman Fire District**

WHEREAS the parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one parties area could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one party is in need of emergency assistance; and

WHEREAS the parties recognize that one party may be more advantageously placed to provide effective Emergency Medical Services in the other party’s service area due to distance, road, or weather conditions;

NOW THEREFORE, it is agreed as follows;

1. Both parties agree to furnish personnel and equipment to the other party when requested by competent authority, provided assisting party has available adequate personnel and equipment to reasonably provide assistance.
2. The parties agree to maintain compatible radio communication capabilities with each other.
3. It is agreed and understood that the agreement shall not relieve either party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in or obligation to, third parties by either party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at risk of that party. Each party shall protect its personnel performing under this agreement by adequate workman’s compensation insurance. Each party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persona or damage to property arising from such parties performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage
5. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each party until terminated or modified. This agreement may be modified at any time by mutual consent of the parties, and terminated by party upon reasonable notice.
6. In the event of Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of any type of reimbursement, payment, or restitution.
7. This agreement shall not preclude or bar providers from claim to, or collection of any type of reimbursement, payment, or restitution from reasonable and customary charges of Emergency Medical Treatment and transport that is rendered to any and all persons who are treated and transported by provider.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

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Signature Title Date

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Signature Title Date