



# TOWN OF WINSLOW, MAINE

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114 Benton Avenue  
Winslow, ME 04901

## TOWN COUNCIL

## RESOLUTION NO. 23-2020

### A RESOLUTION

Providing for: Authorization for the Fire Chief to Sign an EMS Mutual Aid Agreement with the Delta Ambulance.

**BE IT RESOLVED** by the Town Council of the Town of Winslow as follows:

**WHEREAS**, Under the provisions of 30-A M.R.S.A. Chapter 153 Section 3156, the municipal officers may authorize their fire department to provide Mutual Aid Response in other municipalities.

**WHEREAS**, the Fire Chief is requesting that the attached EMS Mutual Aid Agreement be authorized with Delta Ambulance; now, therefore

**BE IT RESOLVED** by the Town Council of the Town of Winslow that Fire Chief Ronald Rodriguez is hereby authorized to sign the attached EMS Mutual Aid Agreement with Delta Ambulance.

**BE IT FURTHER RESOLVED** if Delta Ambulance proposes amendments to the EMS Mutual Aid Agreement, then the Town Manager and Town Council Chair must approve of the changes.

**SPONSORED BY:** Administration

**IN THE TOWN COUNCIL**

\_\_\_\_\_, 2020

First and Only Reading, \_\_\_\_\_  
adopted                      rejected

\_\_\_\_\_  
Town Clerk

APPROVED: \_\_\_\_\_, 2020

CHAIRMAN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Emergency Medical Services  
Mutual Aid Agreement**

The following is an Emergency Medical Services (EMS) Mutual Aid Agreement between *Delta Ambulance (Delta)* and *The Town of Winslow Fire & Rescue Department (Winslow)*.

Whereas, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each might render aid to the other.

Whereas, it is deemed to be in the public interest for the parties hereto, to enter into an agreement for mutual assistance in order to ensure the community adequate EMS resources.

Now, therefore, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Winslow requests that Delta be the primary ambulance transport agency for the Town of Winslow when the Winslow Ambulance is not available.
2. Winslow will request that its Dispatch agency simultaneously dispatch Delta and Winslow to all EMS/medical calls when Winslow's ambulance is unavailable. Delta agrees to process all direct calls for assistance in the Town of Winslow to the Regional Dispatch Center for EMD dispatching.

In the event that a pre-determined incident is occurring or is about to occur, the Regional Dispatch Center may automatically request emergency response for Mutual Aid as pre-determined with-out the request of either party where the incident is or is about to occur. (Automatic Aid).

3. Winslow will respond to requests from Delta, if resources are available, for the purposes of treating and transporting patients.
4. Delta will provide when requested, fire scene standby coverage as well as medical treatment/transport from the fire ground when necessary.
5. Delta will provide Paramedic level service on all requests for assistance.
6. Delta will offer Winslow personnel CEH opportunities.
7. Both parties agree to abide by Maine Emergency Medical Services Statute, Rules and Protocols.
9. Both parties agree to assume liability and responsibility for personnel under their own service.

Each party:

- Will provide Worker Compensation to cover all of its personnel for compensable injuries arising out of rendering aid under this agreement.
- Will maintain sufficient liability insurance consistent with the limits on liability in the Maine Torts Act.
- Will only use vehicles with a current inspection sticker.
- Will be responsible for all damages and the legal consequences of its own negligence to the extent provided by law.

a. In the case of a person listed on both services roster, the agency for which they initially responded shall be the responsible agency.

10. Both parties agree to assume liability and responsibility for damage to its own vehicles and/or equipment.
11. Under the terms of this agreement Delta shall assume no responsibility or liability for property damaged or destroyed by Winslow at the actual scene of the incident resulting from firefighting or rescue operations and that said liability and responsibility rest solely with Winslow.
12. Each party accepts responsibility for medical care rendered by its own personnel.
13. Conflicts shall be resolved using the agencies chains of command.
14. Delta will charge a fee of \$180 to Winslow for ALS (Paramedic) intercept in the event Winslow elects to transport a patient that requires ALS (Paramedic) care either by protocol or patient status.
15. Both parties will process their own claims for reimbursement when applicable.

This agreement shall become effective upon date hereof and shall remain in full force and effect until canceled by mutual agreement of the parties hereto, or by 30 day written notice of any party to the other.

\_\_\_\_\_  
Timothy Beals, Executive Director  
Delta Ambulance

\_\_\_\_\_  
Ronald Rodriguez, Fire Chief  
Winslow Fire-Rescue Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date