

REGIONAL PARAMEDIC MUTUAL AID AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2004 by and among the TOWN OF CUMBERLAND, THE TOWN OF YARMOUTH, THE INHABITANTS OF THE TOWN OF NORTH YARMOUTH and the TOWN OF FALMOUTH.

WHEREAS, the parties to this Agreement wish to create and participate in a cooperative regional program designed to provide shared paramedic coverage to their residents; and

WHEREAS, 30-A M.R.S.A. § 3156 authorizes the municipal officers of municipalities to authorize municipal fire departments to aid with public safety emergencies, including but not limited to medical emergencies, in other municipalities; and

WHEREAS, the parties to the Agreement wish to set forth the terms and conditions of the cooperative regional program.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the creation and implementation of a shared paramedic program (hereinafter referred to as the "Program") designed to enhance the parties' paramedic coverage. The intent of the Agreement is not to guarantee paramedic coverage, but rather to increase the likelihood of the availability of a paramedic when needed by the individual parties.
2. **Scope of Agreement.** This Agreement is limited to shared paramedics. Each party to this Agreement shall continue to be responsible for the provision and maintenance of its own ambulance rescue service, which services shall not be affected or governed by this Agreement.
3. **Monitoring of Program.** The program will be monitored by a committee composed of either the EMS Chief or a Deputy EMS Chief of each party. The appointed member may choose a designee to serve in that member's place for one or more meetings. The committee shall be responsible for development of response guidelines, establishment of procedures for and oversight of reimbursements required under the terms of this Agreement and administration of quality assurance for the Program.
4. **Administration of Program.** It is agreed among the parties that the Town of Cumberland and its EMS Chief will be responsible for day-to-day operation of the Program, including but not limited to the following:

- a. Hiring, supervision and scheduling of Paramedics.
 - b. Paramedic personnel matters.
 - c. Payroll functions for Paramedics, including Workers Compensation insurance payments.
 - d. Billing for and collection of quarterly reimbursements.
 - e. Maintenance of chase vehicle.
 - f. Orientation of employees.
5. **Duties of Parties.**

Each party to this Agreement agrees to the following:

A Paramedics providing services pursuant to this Agreement shall be employees of the Town of Cumberland.

B. Personnel who respond to a request for emergency medical service, other than Paramedics providing services pursuant to the terms of this Agreement, shall be considered employees of their respective municipality for all purposes.

C. All equipment provided by a party in response to a request for emergency medical services and the treatment of patients shall remain the property and the sole responsibility of the party providing the equipment.

D. Each party will pay to Town of Cumberland a sum determined under Section 4 of this Agreement and reviewed by the monitoring committee under Section 3 of this Agreement to cover payroll costs associated with the Program.

E. Each party will pay to the Town of Cumberland those amounts established under Section 4 of this Agreement for overhead costs associated with maintenance of a chase vehicle, liability insurance, housing of employees, and clothing provided to employees during the course of their work under this Agreement.

F. Each party is responsible for maintaining appropriate insurance and for notifying its insurance carrier about its obligations under the Agreement.

6. **Amendments.**

This Agreement may be amended by the parties from time to time in writing, provided that any such amendment must be approved by each party to this Agreement.

7. **Term; withdrawal from Agreement; termination.**

This initial term of this Agreement shall be July 1, 2004 through June 30, 2005. The agreement shall automatically extend from year to year, on a July 1 through June 30 term, subject at all times to the right of any party to withdraw by providing written notice to the Joint Committee at least ninety (90) days prior to the end of the term then in effect. The Agreement may be terminated at any time by agreement of all parties. Parties shall remain responsible for costs under this Agreement until the termination of the Agreement or until their withdrawal.

IN WITNESS WHEREOF, the municipal officers of each party municipality have authorized this Agreement and the official indicated below to sign on behalf of the party municipality.

Town of Cumberland

Witness

By: William Shane,
Its Town Manager

Town of Yarmouth

Witness

By: Nathaniel Tupper
Its Town Manager

Town of Falmouth

Witness

By: John Harris
Its Town Manager

Inhabitants of the Town of North
Yarmouth

Witness

By: Scott Seaver
Its Administrative Assistant