

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 47-24-25
TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE**

BY ALDERPERSONS RUST AND LA FAVE.

JULY 25, 2024.

A RESOLUTION authorizing the Fire Chief to execute an agreement with the City of Manitowoc Fire Department allowing the City to borrow an ambulance to have as reserve for the Mercury Racing Midwest Challenge Powerboat Race event August 8-12, 2024.

RESOLVED: That the Common Council hereby authorizes Fire Chief Eric Montellano to execute the attached Agreement with the Manitowoc Fire Department.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AGREEMENT FOR USE OF AMBULANCE

This Agreement is entered into this 8th day of August 2024, between the City of Manitowoc Fire Rescue Department, (hereinafter “MFRD”), located at 911 Franklin Street, Manitowoc, Wisconsin 54220, and City of Sheboygan, a municipal corporation with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin 53081 (hereinafter “SFD”).

WHEREAS, In an effort to provide the best possible service to the citizens of Manitowoc and Sheboygan, including surrounding areas, the Fire Departments of both communities desire to enter into this Agreement governing the loaning of a backup ambulance to be held in reserve for use in an emergency situation, and:

WHEREAS, SFD is in need of a backup ambulance on a temporary bases in case of an emergency situation, for the time period of August 8, 2024 through August 12, 2024 and has made a request to MFRD for said reserve vehicle, and;

WHEREAS, MFRD has an ambulance that can serve as a backup ambulance for SFD and desires to temporarily loan the ambulance to SFD as an act of mutual aid, and;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an Agreement to provide a reserve ambulance for emergency situations to serve the mutual aid needs of the community serviced by SFD to assure the community has adequate protection;

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

I. TERM OF AGREEMENT

This Agreement is for a limited term commencing August 8, 2024, through August 12, 2024.

II. RESPONSIBILITIES OF MFRD

1. MFRD shall provide SFD with the use of a fully operational ambulance to be held in reserve by SFD and used as a backup vehicle in case of an emergency situation.
2. MFRD shall have an ambulance ready for transfer to SFD on August 8, 2024, and said ambulance will be equipped as for standard MFRD use. MFRD shall not be required to staff the ambulance with MFRD employees.
3. MFRD shall assume no responsibility or liability for property damage, injury, or death which may occur to SFD’s employees, officers, agents, or third parties as a result of the use and operation of the MFRD ambulance or any of the equipment within or upon the ambulance.
4. In the event of an emergency situation whereby MFRD needs to recover the loaned ambulance prior to the expiration of this agreement, MFRD shall give SFD twelve (12) hours prior notice of the need for the ambulance to be returned to MFRD.

III. RESPONSIBILITIES OF SFD

1. SFD shall take possession of the MFRD ambulance on August 8, 2024, upon notification by MFRD that the vehicle is available, and shall maintain said vehicle in its sole possession in a secure place when not in use.
2. SFD shall be fully responsible for restocking any supplies used and replacing any equipment removed from their designated placement in said backup MFRD ambulance prior to returning the vehicle to MFRD.
3. SFD shall be fully responsible for staffing the ambulance with responsible and educated SFD personnel when in use and shall be responsible for the actions of its personnel.
4. SFD shall be fully responsible for all liability related to the use of the MFRD ambulance including any damages or injuries realized from SFD and its employee's use of the backup ambulance unless such damage or injury results from a defect known or that reasonably should be known by MFRD and not communicated to SFD prior to assuming possession.
5. SFD shall carry appropriate insurance, including but not limited to general liability, worker's compensation and automobile insurance to fully cover the cost of any damages or injury which may occur upon use of the MFRD ambulance by SFD.
6. SFD shall defend and indemnify MFRD and the City of Manitowoc, its officers, agents and employees and hold them harmless from and against any and all losses, penalties, damages, injuries, deaths, settlements, costs, charges, attorney's fees including those imputed to the City's legal counsel, or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of the use of the ambulance and said equipment and supplies. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation or decree of any court, shall be included in the indemnity hereunder.
7. SFD shall promptly return the MFRD ambulance to MFRD's above stated address, in its original condition by which it had been received, on or before August 12, 2024.

IV. CONSIDERATION

The parties to this Agreement as for consideration of this mutual aid Agreement agree to cooperate with each other and reciprocate aid to the other when assistance is needed. Both parties acknowledge participation in the Mutual Aid Box Alarm System (“MABAS”) Agreement through the State of Wisconsin and incorporate by reference the terms of their executed MABAS Agreement into this document and hold this document as an extension of the MABAS Agreement.

V. TERMINATION

This Agreement shall automatically terminate on August 12, 2024 at 5:00 p.m. Further this Agreement may be terminated by either party by giving the other party twelve (12) hours notice of termination.

VI. AMENDMENTS

This Agreement is the entire agreement between the undersigned parties and may only be modified or changed in writing executed by the MFRD and SFD.

VII. NOTICE AND DEMANDS

Any notice, demand or communication under this Agreement by any party to the other party shall be given or delivered by first class mail, registered, certified mail, postage paid, return receipt requested, fax or delivered in person as follows to:

MFRD Chief Todd Blaser
 900 Quay Street
 Manitowoc, WI 54220
 Phone:920-686-6542
 Fax: 920-686-6545

SFD	Chief Eric Montellano 1326 N. 25 th Street Sheboygan, WI53081 Phone: 920-459-3327 Fax: 920-459-0209	With Copy to: City Clerk 828 Center Ave. Sheboygan, WI 53081
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The above addresses or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

VIII. SEVERABILITY

If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.

IX. SUCCESSORS AND ASSIGNS

The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns. This Agreement shall not be assigned without the prior written consent of MFRD.

X. APPLICABLE LAW

This shall be deemed to have been made in Manitowoc County, Wisconsin and shall be governed by, construed under and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly to this Agreement whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Manitowoc County, Wisconsin.

XI. HEADINGS

The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

XII. CONSTRUCTION

All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

XIII. RELATIONSHIP OF PARTIES

Nothing in this Agreement, nor any act of the parties, shall be deemed or construed to create any relationship of third-party beneficiary, of principal or agent of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

XIV. AUTHORITY

The undersigned hereby represents and warrants that the undersigned has been duly authorized and has the authority to bind the entity to this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives as of the date and year first written above.

MANITOWOC FIRE DEPARTMENT

By: _____ **Date:** _____
Todd Blaser, Fire Chief

SHEBOYGAN FIRE DEPARTMENT

By: _____ **Date:** _____
Eric Montellano, Fire Chief