

TRI-COUNTY FIREFIGHTER'S ASSOCIATION
MUTUAL AID AGREEMENT

Purpose

This agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to Fire Departments within Winona, Houston and Fillmore Counties in Minnesota and surrounding areas.

Definitions

1. "Party" means a Municipal Corporation, state agency or non-profit organization which has a Fire Department that is a member of the Tri-Country Firefighters Association and shall also include Fire Departments from the surrounding area which agree to be a part of this Mutual Aid Agreement.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a party that requests assistance from other parties.
4. "Responding Official" means the person designated by a party who is responsible to determine whether and to what extent that party should provide assistance to a Requesting Party.
5. "Responding Party" means a party that provides assistance to a Requesting Party.
6. "Assistance" means the providing of firefighting equipment extrication equipment and personnel to cope with emergencies beyond the scope of any individual party.

Procedure

1. **Request for assistance.** Whenever, in the opinion of a Requesting Official, there is a need for assistance from other parties, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
2. **Response to request.** Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her party's

personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources and any concerns as to the safety of personnel and equipment in making the run. The Responding Official shall send the appropriate equipment and the personnel to operate that equipment and such other personnel as can be spared. The decision of the Responding Official shall be final as to the equipment and personnel sent.

3. **Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.
5. **PRIORITY.** In the event of fire calls from two or more parties hereto, the first call shall have priority and the second call shall be answered as soon as possible. However, it should be understood between all parties hereto that the needs of each party shall have first call on the services of its own fire department.

Workers' compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any worker's compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Damage to equipment

Each party shall be responsible for damages to or loss of its own firefighting equipment which shall include trucks, vehicles, nozzles, hoses, personal gear, air packs, small hand tools, cameras, axes, shovels, pike poles, ladders and other similar such usual firefighting equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or

losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability of any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendant from a single occurrence to be defended by a single attorney.

3. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

Charges to the Requesting Party

1. A Party responding pursuant to a request for assistance from a Requesting Party shall be paid a sum equal to the Responding Party's normal hourly rate for the equipment and personnel provided up to a maximum total charge of \$600.00 for each three (3) hour period during which assistance is provided. This amount

shall cover the cost of providing the equipment and personnel that respond. However, in no event shall the hourly rate being charged to the requesting party exceed the following amounts:

- a. The rate of \$150.00 per hour for a tanker and two (2) personnel; and
 - b. A charge of \$300.00 per hour for a pumper or aerial truck with four (4) personnel; and
 - c. A charge of \$300.00 per hour for a rescue truck and four (4) personnel; and
 - d. Any other apparatus and personnel shall not exceed \$300.00 per hour.
2. In addition to the above amount a Responding Party shall be entitled to charge additional sums for the cost of all firefighting extinguishing materials, special firefighting equipment and fuel used in responding to the request for assistance.
 3. Any charges of a Responding Party shall be presented to the Requesting Party within two (2) weeks of the incident.
 4. Such charges are not contingent upon the availability of federal or state government funds or insurance coverage by the property owner.

INSURANCE, LICENSING AND TRAINING.

Each party shall be responsible to see that they carry the proper insurance coverage on their vehicle and workers compensation on personnel. Each party shall further make a determination that personnel are properly licensed and trained to drive the emergency vehicles which respond. Further, each party shall be responsible to provide proper training for their personnel and to determine that they are qualified to operate the equipment being provided and to render the assistance being requested. Parties are encourage to participate in mutual aid drills, preplanning drills, communication drills, fire prevention programs and any other training that would be beneficial in the providing of mutual aid assistance.

MERGER

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

Duration

The agreement will be in force for a period of ten (10) years from the date of execution. Any party may withdraw from this agreement upon thirty (30) days written notice to the other party or parties to the agreement.

Execution

A list of the member fire departments of the Tri-County Firefighter's Association is attached hereto and made a part hereof. Each member shall be a party hereto and shall, after agreeing to the terms and conditions hereof, execute this Mutual Aid Agreement by having the parties' proper officials sign a separate signature page which will be added to the original agreement to comprise the entire agreement. Each party shall be responsible to obtain the necessary approvals of their departments and of the governing bodies of their respective municipalities before executing this agreement.

Fire Departments located in Counties surrounding Winona, Houston and Fillmore Counties in Minnesota may also become a party to this Mutual Aid Agreement by agreeing to the terms herein and by properly executing this agreement.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated on the attached signature page.

CONTRACT DATE

This Contract is being presented to the member departments of the Tri-County Firefighters Association at its meeting on August 6, 2003. Therefore, the effective date of this Agreement shall be August 6, 2003.

PARTIES TO AGREEMENT

Parties to this agreement shall have a signature page properly executed which signature page will be attached hereto and made a part hereof. See attached signature pages.