

AMENDMENT TO TRI-COUNTY FIREFIGHTERS
ASSOCIATION MUTUAL AID CONTRACT

THIS AGREEMENT, IS DATED APRIL 18, 2007, WHICH IS ALSO ITS EFFECTIVE DATE.

WHEREAS, Members of the Tri-County Firefighters Association entered into a Mutual Aid Contract dated August 6, 2003; and

WHEREAS, the Members of the Tri-County Firefighters Association and also fire departments from surrounding areas who agreed to be a part of said Mutual Aid Contract, desire to amend said Mutual Aid Agreement as it pertains to the rates to be charged to the requesting party.

NOW THEREFORE, it is agreed as follows:

1. The paragraph in the Mutual Aid Contract dated August 6, 2003, regarding "Charges to the Requesting Party" shall be amended in its entirety to read as follows:

Charges to the Requesting Party

a. 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 \$900.00 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:

1. The rate of \$150.00 per hour for a tanker and two personnel; and
2. A charge of \$300.00 per hour for a pumper or aerial truck with four (4) personnel; and
3. A charge of \$300.00 per hour for a rescue truck and four (4) personnel; and
4. Any other apparatus and personnel shall not exceed \$300.00 per hour.
5. The hourly rate to be charged the Minnesota Department of Natural Resources is \$300.00.

b. 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.

c. Any charges of a Responding Party shall be presented to the Requesting Party within two (2) weeks of the incident.

d. Such charges are not contingent upon the availability of federal or state government funds or insurance coverage by the property owner.

2. All other terms and conditions of said Mutual Aid Contract dated August 6, 2003, shall remain in full force and effect.

3. This Amendment may be entered into by the parties to the Mutual Aid Contract signing separate signature pages which will be added to the original Amendment 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.

WHERETO, separate signature pages for each party to the Mutual Aid Contract is attached hereto and made a part hereof. See attached signature pages.