

3/15/96

MUTUAL AID FIRE AGREEMENT

THIS AGREEMENT, made this 9th day of March, 1996, between the City of Perham, a municipal corporation organized under the laws of the State of Minnesota, party of the first part, and the Cities of Woy Lake,
_____ municipal corporations organized under the laws of the State of Minnesota, party of the second part.

WHEREAS, the above municipalities desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies within the municipality(ies) or fire district served by the municipality(ies), and each of said municipalities has legal authority to send its fire-fighting equipment and personnel to other municipalities or fire districts;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That in consideration of the mutual covenants, agreements and undertakings set forth, each of the parties agrees to furnish fire-fighting assistance to the other when called upon by the fire chief or fire department officer in charge of the other party, subject to the following conditions, to-wit:

- 1) That road and weather conditions must be such that travel to provide assistance can be made with reasonable safety for personnel and equipment. The decision of the fire chief, or other officer in charge of the department called upon, shall be final in such matters.
- 2) That in the event all of the fire or emergency equipment, and all or most of the members of the fire department of the responding municipality are in use at the time of the request, or if in the discretion of the fire chief or other officer in charge, the equipment or personnel may be needed in the responding municipality, the responding municipality shall be held free and relieved from all liabilities and obligations created pursuant to this agreement.
- 3) That in the event that any equipment and/or members of the fire department of a responding municipality shall be needed for fire-fighting or any other purpose in its own community, the equipment and the members of the responding fire department may and shall be recalled to its own community before completing the fire-fighting for the requesting municipality and the responding municipality shall be held free from any liability to continue fighting said fire.
- 4) If one or more fires occur within the limits of the other municipality or within the limits of any territory in which said municipalities have contracted to furnish fire-fighting equipment and personnel, and the fire-fighting equipment or

personnel of any of the municipalities executing this contract is, in the judgment of the officer then in charge of its fire department, insufficient to control or extinguish the fire(s), an emergency shall exist for the purposes of this agreement.

- 5) If an emergency arises, any of the persons who are entitled by Paragraph Four above to determine an emergency, may call upon the fire department of the municipality who is party to this agreement for assistance. If all the fire-fighting equipment and personnel of said municipality is engaged in fighting a fire or meeting other emergencies, the chief or other department commanding officer of the municipality whose fire-fighting equipment is not engaged in fighting a fire shall send equipment and personnel to the requesting municipality's fire station to be available if required for any fire or other emergency. The parties to this agreement hereby agree to cooperate in an emergency by making available necessary fire-fighting equipment and personnel and during such an emergency to rearrange fire-fighting equipment of the parties so as to make the remaining equipment and personnel available for use in the event other fires shall occur in said municipalities.
- 6) Upon receipt of a request for assistance as set forth in Paragraph Five, the fire department of any of the parties hereto shall promptly dispatch at least one fire truck with the usual number of personnel to assist in fighting the fire which has caused the emergency, or to render stand-by service as the case may be, **provided** that no fire department of any of the parties shall be obligated to send its fire equipment or personnel beyond its boundaries, if to do so would leave the municipality without any fire equipment or personnel available within its limits for service at any fire which might subsequently arise within. In extreme emergencies, however, every effort will be made to redistribute fire-fighting equipment and personnel so as to make it available for any additional fires which might arise during the emergency.
- 7) The fire-fighting equipment and personnel of any fire department assisting the fire department of another municipality in an emergency will, immediately upon arrival at the scene of the emergency, be under the command of the officer in charge of the municipality within whose boundaries the emergency is located.
- 8) Charge for assistance rendered to another party outside the parties' municipal boundaries under this agreement shall be as follows:
 - a) No charge for equipment and manpower shall be made for the first hour of service rendered under this agreement.

- b) A charge of \$75.00/hour per unit responding, including manpower, shall be made for each hour thereafter.
- 9) No party to this agreement, nor any officer or employee of any party, shall be liable to any other party or to any person on account of failure of any party to this agreement or personnel in response to a call for assistance from any other municipality.
- 10) While each responding party shall attempt to furnish a reasonable number of fire fighters on each piece of equipment answering such call, the discretion of the fire department officer in charge of the responding municipality shall be final as to the number of personnel and equipment that can be spared.
- 11) That in the event that a party to this agreement shall receive a request for fire response from other municipalities, the first request shall have priority and the second request shall be answered as soon as possible, it being understood between the parties hereto that property within the limits of each municipality shall have first priority on the services of its own fire department.
- 12) No liability shall be incurred by a requesting municipality under this agreement for damage to, or destruction of, the fire-fighting equipment of a responding municipality unless such damage or destruction shall be caused by the negligent or malicious conduct of any officer or employee of the requesting municipality.
- 13) Nothing herein shall be construed to require any party to this agreement to provide any service or equipment outside the limits of any other party to this agreement, or as stand-by to any such municipality which is at the time it requests stand-by service, providing its own equipment for fires outside of its corporate limits.
- 14) Notwithstanding the provisions of Paragraph Eight above, should any of the parties to this agreement respond to a fire or other emergency either directly or by its dispatching service, and said fire or emergency is located in the territory of another party to this agreement, then the party responding may charge its then-applicable out-of-the-area or other applicable rate(s) for such response. The chief or other officer in charge of said fire or emergency shall have the sole right to reduce or waive any such charges.
- 15) Any party hereto may terminate obligations under this agreement by providing sixty (60) days written notice to the other party.

16) A copy of this agreement will be posted at the fire department headquarters of each party hereto. Subject to all of the above-referenced conditions, each of the parties hereto agrees to make every reasonable effort to attend fires and provide emergency assistance in the other municipality when such assistance is requested, pursuant to this agreement.

IN WITNESS WHEREOF, the said municipalities have caused this agreement to be signed in their respective corporate names by their respective duly authorized officers by authority of their respective governing bodies as of this 9th day of March, 19 96.

CITY OF PERHAM

ATTEST:

Marlin R. Zitow
Mayor

[Signature]
City Manager

STATE OF MINNESOTA)
)
) SS.
COUNTY OF OTTER TAIL)

The foregoing agreement was acknowledged before me this 10th day of August, 1995 by Marlin Zitow, Mayor and Robert Lousseau, City Manager of the City of Perham, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public



CITY OF Wolf Lake

ATTEST:

Mildred Kangas
Mayor

[Signature]
Clerk

STATE OF MINNESOTA)
)
) SS.
COUNTY OF Becker)

The foregoing agreement was acknowledged before me this 14 day of March, 1996, by Mildred Kangas, Mayor and Mary Ann Pivec, City Clerk of the City of Wolf Lake, a municipal corporation, on behalf of said corporation.

[Signature]
Notary Public

STAMP

