

**JOINT COOPERATIVE AGREEMENT FOR USE
OF FIRE PERSONNEL AND EQUIPMENT**

I.

PURPOSE

This Agreement is made by and between the City of Detroit Lakes, a political subdivision of the state of Minnesota and the City of Perham a political subdivision of the State of Minnesota 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 political subdivisions from other political subdivisions.

II.

DEFINITIONS

Subdivision 1. "Party" means a political subdivision.

Subdivision 2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.

Subdivision 3. "Requesting Non-Official" means an emergency dispatch operator or a County Sheriff, or his designee.

Subdivision 4. "Requesting Party" means a party that requests assistance from other parties.

Subdivision 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.

Subdivision 5. "Responding Party" means a party that provides assistance to a Requesting Party.

Subdivision 6. "Assistance" means fire and/or emergency medical services personnel and equipment.

Subdivision 7. "Specialized Activity" means non-emergency Assistance to include, but not be limited to: fire investigators, fire educators, fire instructors, training personnel and associated equipment and facilities.

III.

PARTIES

The parties to this Agreement shall consist of the cities of Detroit Lakes and the City of Perham. Upon the adoption of a resolution by its governing body, an executed copy of this Agreement shall be forwarded by each party to both the City Clerk of the City of Detroit Lakes and the City of Perham.

IV.

PROCEDURE

Subdivision 1. Request for Assistance. Whenever, in the opinion of a Requesting Official or Requesting Non-Official,

there is a need for assistance from other parties, the Requesting Official, or Requesting Non-Official, may call upon the Responding Official of any other party to furnish assistance. Specialized activity of a non-emergency nature may be requested and/or provided by the parties of this Agreement.

Subdivision 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.

Subdivision 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.

Subdivision 4. Command of Scene. The Requesting Party shall be in command of the mutual aid scene. All mutual aid operations will be carried out according to the Minnesota Incident Management System (MIMS). 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.

Subdivision 5. Command of Scene by Requesting Non-Official.

In the event that a request is made by a Requesting Non-Official due to a Requesting Party's lack of available personnel, the personnel and equipment of the Responding party shall be under the direction and control of the Responding Party until such time as a Requesting Party has personnel able to assume command of the scene under subdivision 4 of section 4 of this agreement. All mutual aid operations will be carried out according to the Minnesota Incident Management System (MIMS).

WORKER'S COMPENSATION

Subdivision 1. 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 workers' 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.

Subdivision 2. In the event that one of the party's responds to a call made by a Requesting Non-Official, that 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 workers' 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.

VI.

DAMAGE TO EQUIPMENT

Each party shall be responsible for damages to or loss of its own 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.

VII.

LIABILITY

Subdivision 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.

Subdivision 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 for each 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 Statutes 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 defendants from a single occurrence to be defended by a single attorney.

Subdivision 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.

VIII.

CHARGES TO THE REQUESTING PARTY

Subdivision 1. A Responding Party to this Agreement will levy no charges for assistance rendered to a Requesting Party under the terms of this Agreement unless that assistance continues for a period of more than five (5) hours. The Requesting Party shall, regardless of the length of time of assistance, reimburse the Responding Party for supplies used. If assistance provided under this Agreement continues for more than five (5) hours, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial five (5) hour period, including salaries, overtime, materials, supplies and other

necessary expenses; and the Requesting Party will reimburse the party providing the assistance for that amount.

Subdivision 2. Such charges are not contingent upon the availability of federal or state government funds.

IX.

DURATION.

This Agreement will be in force from the date of execution and notification of both the Chief of the Detroit Lakes Fire Department and the Perham Fire Department. This Agreement will be in force for a period of 15 years from the date of execution. Any party may withdraw from this Agreement upon thirty (30) days' written notice to the other party to the Agreement.

X.

EXECUTION

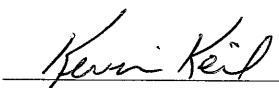
Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

DATE: 11/10/2008

ATTEST:

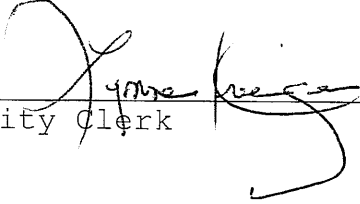
CITY OF PERHAM


City Administrator

BY: 
Mayor

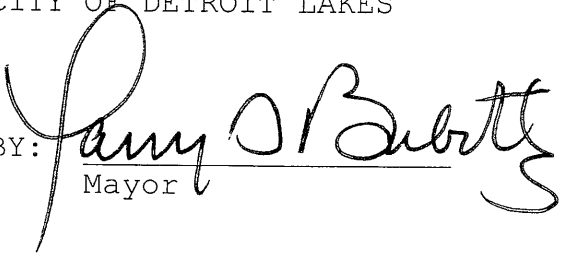
(SEAL)
Date: 11/10/2008

ATTEST:



City Clerk

CITY OF DETROIT LAKES

BY: 

Mayor