

To: Mayor Kevin Keil
Perham City Council members

From: Fire Chief
Tracy Schmidt

Date: June 22, 2007

Re: County wide Mutual Aid Agreement

There are 17 fire departments located in Otter Tail County. During the past few years, the fire chief's of these departments have been meeting and have come to agreement on a single mutual aid contract. This will help make operations more streamlined in the event we need additional manpower or resources from our neighboring departments. It will also help in the event of a large-scale incident where our community, or the county, would be looking for FEMA / other assistance money. Everyone involved agrees that we must have an established guideline for mutual aid billings for these purposes.

In this agreement, the city / fire department is allowed to deny a request for mutual aid. Emergency response in our own coverage area is our primary concern. During the mutual aid response the first 4 hours of assistance is at no charge to the requesting authority. It has been a standing practice for many years to extend a helping hand to any of our neighbors when the need arises.

To my knowledge, Perham has never charged for a traditional mutual aid response. Only on a very few mutual aid responses has anyone of our departments ever gone beyond the 4-hour time frame suggested in this agreement. Our goal is to have a process in place that will allow for recovery of unexpected expenses, or damage, due to a "once in a lifetime event" that may occur in any one of our communities. After the initial 4-hours, the responding department will have an avenue to bill the requesting city / fire

department. Billing rates for these responses have been discussed, at length, and agreed upon by the chiefs group. They are included in Appendix B of the agreement.

I feel that this agreement would be of great benefit to the City of Perham, and the townships we contract with. I would request that the city council please review, and sign, the attached resolution. The agreement is for 15 years and any change in billing rates would occur with a resolution by all parties in the agreement.

The 17 participating departments for this agreement would be:

Battle Lake	Bluffton	Dalton
Deer Creek	Dent	Parkers Prairie
Henning	Ottertail	Elizabeth
Perham	Rothsay	New York Mills
Vergas	Vinning	Underwood
Pelican Rapids	Fergus Falls	

If you have any questions, please contact me either at work 346-8158 or at home 342-5755. Thank you for your consideration of this matter.

Tracy D. Schmidt
Fire Chief
Perham Fire Department

OTTER TAIL COUNTY AREA FIRE SERVICES
MUTUAL AID AGREEMENT

I.
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 political subdivisions from other political subdivisions.

II.
DEFINITIONS

Subdivision 1: “Mutual Aid Scene” means an area involving an emergency in a jurisdiction where two or more jurisdictions are involved in managing the incident.

Subdivision 2: “Party” means a political subdivision.

Subdivision 3: “Requesting Official” means the person designated by a Party who is responsible for requesting Assistance from the other Parties.

Subdivision 4: “Requesting Non-Official” means an emergency dispatch operator or a County Sheriff, or his designee.

Subdivision 5: “Requesting Party” means a party that requests assistance from the other parties.

Subdivision 6: “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 7: “Responding Party” means a party that provides assistance to a Requesting party.

Subdivision 8: “Assistance” means fire and /or emergency medical services personnel and equipment.

Subdivision 9: “Specialized Activity” means non-emergency Assistance to include, but not limited to: fire investigators, fire educators, fire instructors, training personnel and associated equipment and facilities.

III. **PARTIES**

The parties to this Agreement consist of the municipal public corporations and Townships listed on the attached Appendix A.

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 the 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).

V.

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 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 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 four (4) hours on scene. 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 four (4) hours on scene, the Responding Party will submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial four (4) hour period. Appendix B will be used to determine amount to bill for equipment, manpower and supplies and other necessary expenses and the Requesting Party will reimburse the party providing the assistance for that amount. The itemized bill for equipment, manpower and supplies and other necessary expenses shall be delivered to the requesting party within 15 days of the request for assistance.

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 the notification of the clerks of the governing agencies. 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 parties to the Agreement. The withdrawal of a party to this agreement shall not affect the continuation of this agreement. Additional parties may be added to this agreement with the consent of all parties.

X. **EXECUTION**

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

Dated this _____ day of _____, 2007.

CITY OF PELICAN RAPIDS

APPROVED:

BY: _____
Mayor

ATTEST:

City Administrator

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APPENDIX A

The following municipalities and townships are parties to the Otter Tail County Mutual Aid Agreement:

City of Battle Lake
City of Bluffton
City of Dalton
City of Deer Creek
City of Dent
City of Elizabeth
City of Fergus Falls
City of Henning
City of New York Mills
City of Ottertail
City of Parkers Prairie
City of Pelican Rapids
City of Perham
City of Rothsay
City of Underwood
City of Vining
CDH – Vergas Fire Association
Amor Township
Clitherall Township
Everts Township
Friberg Township
Maine Township
Sverdrup Township
Dane Prairie Township
Aastad Township
St. Olaf Township
Tordenskjold Township
Tumuli Township

APPENDIX B

Rates for Fire Department Equipment and Personnel under the Otter Tail County Area Fire Services Mutual Aid Agreement.

Type of Equipment:

Ladder Truck	\$250.00 per hour
Engine (1000 GPM)	\$200.00 per hour
Tanker (1499 Gallons)	\$100.00 per hour
Grass Rig	\$ 50.00 per hour
Rescue Truck w/tools	\$200.00 per hour
Air Truck	\$ 50.00 per hour
ATV	\$ 25.00 per hour
Firefighter w/o truck	\$ 10.00 per hour

Rates may be adjusted by Resolution to Appendix B by all parties

RESOLUTION

WHEREAS, the City/Township of _____ is authorized, pursuant to M.S.A. §471.59, to enter into a joint and cooperative exercise of powers common to other contracting parties; and

WHEREAS, the intent of this understanding is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions; and

WHEREAS, the undersigned municipality/township believes the effectiveness of its fire protection services within the municipality/township is improved by adopting the Otter Tail County Area Mutual Aid Agreement.

NOW, THEREFORE, be it resolved by the Council/Town Board of the City/Township of _____, that the Mayor/Town Board Chairperson and City Administrator-Clerk-Manager/Town Board Clerk, are hereby authorized to execute the Otter Tail County Area Mutual Aid Agreement for use of its equipment, personnel and other resources available to political subdivisions and from other political subdivisions, attached as Exhibit A on behalf of the City/Township as a party to said agreement.

APPROVED:

Mayor/Town Board Chairperson

ATTEST:

City Administrator-Clerk-Manager/Town Board Clerk

The motion for the adoption of the foregoing resolution was duly seconded by _____. On roll call vote, the following voted aye: _____

The following voted nay: _____

The following were absent and not voting: _____

The majority having voted aye, the motion carried and the resolution was duly adopted.

RESOLUTION NO. 2007 – 31

**RESOLUTION IN THE MATTER OF
APPROVING THE OTTER TAIL COUNTY AREA
MUTUAL AID AGREEMENT**

WHEREAS, the City of Perham is authorized, pursuant to M.S.A. 471.59, to enter into a joint and cooperative exercise of powers common to other contracting parties; and

WHEREAS, the intent of this understanding is to make equipment, personnel and other resources available to political subdivisions from other political subdivisions; and

WHEREAS, the City believes the effectiveness of its fire protection services within the City is improved by adopting the Otter Tail County Area Mutual Aid Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Perham, that the Mayor and City Manager are hereby authorized to execute the Otter Tail County Area Mutual Aid Agreement for use of its equipment, personnel and other resources available to political subdivisions and from other political subdivisions attached as Exhibit A on behalf of the City of Perham as a party to said agreement.

Adopted by the City Council on this 9th day of July 2007.

Mayor

ATTEST:

City Manager

The motion was made by Council Member Meehl, seconded by Council Member Boedigheimer and carried without a dissenting vote. All Council Members were present.

