

MEMBERS OF BOTH
SOUTHWEST FIRE DEPARTMENT ASSOCIATION &
WEST CENTRAL FIRE DEPARTMENT ASSOCIATION
MUTUAL AID AGREEMENT

Whereas, the said Municipalities desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said Municipalities has legal authority to send its fire-fighting equipment and personnel into other communities.

Now therefore it is mutually agreed as follows:

1. On this ____ day of _____, 20____,

it is agreed that the _____ Fire Department shall provide Mutual Aid to any of the Fire Departments listed as members of the Southwest Fire Department Association (**SWFDA**) & West Central Fire Department Association (**WCFDA**) and who have executed this Agreement. This Agreement shall be in effect when executed by the appropriate persons for the Municipalities. A list of all members of the SWFDA & WCFDA signing this Agreement shall be furnished to each member of each Association. A list of current association members is attached (Attachment 1) to this Agreement as “Southwest Fire Department Assn Region 13 & West Central Fire Department Assn Region 9 Members”.

2. Any Municipality wishing to withdraw as a party to the Members of SWFDA & WCFDA Mutual Aid Agreement, may do so by notifying every other party in writing at least 30 days prior to its withdrawal as a party to the Members of Both SWFDA & WCFDA Mutual Aid Agreement.

3. It is further agreed that Municipalities that are not members of both SWFDA & WCFDA, but are adjacent to the Association members may become a part to this Agreement providing they agree to all terms of the Mutual Aid Agreement. In the event these Municipalities wish to withdraw from the Agreement they must notify parties to this Agreement in writing of their intent to withdrawal at least 30 days prior to termination of the Agreement.

Purpose:

This agreement is made pursuant of the Minnesota Statutes, Section 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 each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.

Definitions:

1. “Party” means a local government or a non-profit organization that contracts with local governments.

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, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.

4. “Responding Official” means the person designated by the 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.

Procedure:

1. **Request for Assistance.** Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Requesting Official of any other Party to furnish assistance.
2. **Response to Request.** Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. **Recall of Assistance.** The Responding Official may at any time recall such assistance when in his or her best judgement 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 emergency 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. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

Charges to the Requesting Party:

1. The Requesting Party agrees to compensate the Responding Party as specified in this Agreement. Charges to the Requesting Party from the Responding Party shall be the actual expenses and at the rates (except rate for Additional Firefighters) based on most current MN DNR document “Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR”, current copy (Attachment 2) to this contract and located at the following link:
<http://files.dnr.state.mn.us/assistance/grants/ruralfire/FireDeptCoopAgrRateTable.pdf> for:
 - a. Labor Force (To be based on Attachment 3)
 - b. Equipment (except Aerial Apparatus, See Attachment 4)
 - c. Transportation
 - d. Meals, Lodging, and Other Related Expenses
2. Invoice to the Requesting Party. Within 90 days after the completion of the assistance, the Responding Party shall submit an invoice for all charges, including labor and equipment related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement. The Requesting Party shall pay the claims within 30 days of receipt. Failure of the Responding Party to submit the claim within 90 days shall be reason for the Requesting Party to deny the claim.
3. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first 5 hours of such assistance. If an Aerial Apparatus is requested, then a charge for the initial 1st hour and additional hours will be based on Attachment 4. However, a Requesting Party shall reimburse the cost of all extinguishing materials consumed by each Responding Party. After 5 hours, the Requesting Party shall be responsible to pay for the actual and necessary expenses of each Responding Party from the beginning of the incident at which the Responding Party provided Assistance to when they are back in service at their Municipality.

Discretionary Assistance:

Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

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 workers compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

Damage to Equipment:

Each Party shall be responsible for damage to its own equipment. Each party waives the right to sue any other Party for any damage to its equipment, even if the damage was caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability:

1. The Requesting party agrees to indemnify and defend against any claims brought or actions files against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party 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.
2. 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 any Party.
3. 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 these reciprocal duties 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.
4. 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.
5. Failure to provide assistance will not result in liability of a Party.

Amendments:

Amendments to this Agreement may be proposed at any regular meeting of the Association, provided that every Member department is notified in writing of the proposed change at least 30 days prior to the regular meeting date. Proposed amendments to this Agreement that are approved by a 2/3rds vote of the members voting will be forwarded to each Party for approval. This Agreement will only be amended after each Party's governing body approves the revised Agreement.

Non-Members:

Non-members of either SWFDA & WCFDA must approve any revised Agreement to remain parties of the Agreement. If any amendment to this Agreement is not acceptable to a Non-member, it shall withdraw from this Agreement and give 30-days written notice of its intent to withdrawal to all Parties of this Agreement.

Counterparts:

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

CITY OF: _____

By: _____ (City Manager/Administrator/Clerk)

By: _____ (Mayor)

ATTACHMENTS:

1. Southwest Fire Department Assn Region 13 & West Central Fire Department Assn Region 9 Members
2. Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the Division of Forestry MN/DNR (Most current published)
3. Additional Firefighter Hourly Rates
4. Aerial Apparatus Rates

SOUTHWEST FIRE DEPARTMENT ASSN

REGION 13 MEMBERS

FIRE DEPARTMENT		FIRE DEPARTMENT		FIRE DEPARTMENT	
1 -	Adrian	20 -	Jackson	39 -	Rushmore
2 -	Balaton	21 -	Kenneth	40 -	Ruthton
3 -	Beaver Creek	22 -	Jasper	41 -	Sanborn
4 -	Bigelow	23 -	Jeffers	42 -	Seaforth
5 -	Brewster	24 -	Lake Benton	43 -	Slayton
6 -	Chandler	25 -	Lake Wilson	44 -	Storden
7 -	Clements	26 -	Lakefield	45 -	Tracy
8 -	Comfrey	27 -	Lamberton	46 -	Tyler
9 -	Currie	28 -	Lismore	47 -	Vesta
10 -	Dovray	29 -	Luverne	48 -	Wabasso
11 -	Edgerton	30 -	Lucan	49 -	Walnut Grove
12 -	Ellsworth	31 -	Magnolia	50 -	Wanda
13 -	Fulda	32 -	Milroy	51 -	Westbrook
14 -	Garvin	33 -	Morgan	52 -	Wilmont
15 -	Heron Lake	34 -	Mountain Lake	53 -	Windom
16 -	Hardwick	35 -	Okabena	54 -	Woodstock
17 -	Hills	36 -	Pipestone	55 -	Worthington
18 -	Holland	37 -	Redwood Falls		
19 -	Iona	38 -	Round Lake		

WEST CENTRAL FIRE DEPARTMENT ASSN

REGION 9 MEMBERS

FIRE DEPARTMENT		FIRE DEPARTMENT		FIRE DEPARTMENT	
1 -	Appleton	15 -	Graceville	29 -	Nassau
2 -	Arco	16 -	Granite Falls	30 -	Odessa
3 -	Bellingham	17 -	Hanley Falls	31 -	Olivia
4 -	Belview	18 -	Hendricks	32 -	Ortonville
5 -	Boyd	19 -	Ivanhoe	33 -	Porter
6 -	Canby	20 -	Lucan	34 -	Renville
7 -	Clara City	21 -	Lynd	35 -	Russell
8 -	Clarkfield	22 -	Madison	36 -	Sacred Heart
9 -	Clinton	23 -	Marietta	37 -	St. Leo
10 -	Cottonwood	24 -	Marshall	38 -	Taunton
11 -	Danube	25 -	Maynard	39 -	Vesta
12 -	Dawson	26 -	Milan	40 -	Watson
13 -	Echo	27 -	Minneota	41 -	Wood Lake
14 -	Ghent	28 -	Montevideo		

NON-MEMBERS

FIRE DEPARTMENT

4/2013

**Suggested Equipment Standards and Hourly Rates for Fire Departments
That have an agreement with the Division of Forestry MN/DNR**

After the first two hour rate has expired, needed equipment will be placed on an hourly rate. Equipment standard and rates include personnel; fuel will be furnished by the Fire Department. *The rate will be reduced by 10% for Engines and Water Tenders older than 25 years.*

Engines

COMPONENTS	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Pump Rating							
Min. Flow (GPM)	1000	500	150	50	50	50	10
At rated pressure (PSI)	150	150	250	100	100	100	100
Tank Capacity (Gallon)	300	300	500	750	400	150	50
Hose 2 ½" (Feet)	1200	1000					
Hose 1 ½" (Feet)	500	500	1000	300	300	300	
Hose 1" (Feet)			500	300	300	300	200
Personnel	4	3	3	2	2	2	2
Equipment Rate /Hour	\$275	\$200	\$185	\$165	\$140	\$125	\$85

**Engines equipped with Compressed Air Foam Systems will be paid an additional \$20 an hour if CAFS is used on the incident.*

Water Tenders

Requirements	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
COMPONENTS					
Tank Capacity (Gallons)	4000	2500	1000	2000	1000
Pump Minimum Flow (GPM)*	300	200	200	250	250
@ Rated Pressure (PSI)	50	50	50	150	150
Max Refill times (Min.)	30	20	15	-	-
Pump & Roll	-	-	-	yes	yes
Personnel	1	1	1	2	2
Equipment Rate /Hour	\$200	\$160	\$140	\$230	\$190

*Portable Pump Acceptable with tenders

* Water tenders come with folding tanks

Additional Firefighters use a rate of \$15.00/hr

Minimum Requirements for Personnel Responding to Incidents on National Forest System Lands

All firefighting personnel are required to wear and utilize the following Personal Protective Equipment: Nomex shirt and pants, hard hat, leather gloves, 8 inch boots with a lugged sole and an approved fire shelter. All personnel will be required to meet NWCG training requirements for a wildland firefighter, and attend an annual wildland refresher. Fire Chiefs will ensure Departments meet training requirements and are responsible for the upkeep of Department personnel training records. Physical fitness levels are established by each agency. Departments will meet their own physical fitness standards.

When **responding to Federal Lands Engines and Water tenders will need to meet the NWCG component standards** and are recommended to meet NWCG stocking standards (appendix M). Appendix M is located at <http://www.nifc.gov/PUBLICATIONS/redbook/2013/AppendixM.pdf>.

Other Resources

- **Non-Vehicle Items used for support missions will be based on a daily rate**

MODEL/DESCRIPTION	Min. # of Operators	Rate		
Tracked Vehicles	2	based on size		Use rate charts from Engine typing
UTV w/tank (tactical) *ROPS required	1	\$50/hr +		based on tank size 31-50 gal= \$50 hr 51-75+ gal= \$60 hr
ATV (support)	1	\$100/day		
Boat (must have pump and roll capabilities and used for tactical missions)	2	negotiated		based on size and pumping capabilities
Boat (support)	1	\$75/day +		based on size 14'=\$75/day 16-17'=\$150/day 18+= \$175/day
Portable Pump (high volume or pressure)	0	\$200/day		
Folding Tank	0	\$75/day+		*based on size 1000-2000= \$75/day 2000+= \$100/day
Thermal Camera	1	\$300/day		

Rates for non-vehicle equipment (such as boats, ATV's and folding tanks, etc.) will be based on a daily rate. Boats capable of tactical missions (pump and roll capabilities) are an exception and will be based on an hourly rate.

Tracked vehicles should use a rate for capacities based on Engine type.

ATTACHMENT 3 – ADDITIONAL FIREFIGHTER HOURLY RATES

HOURLY RATE AMOUNT	DATE APPROVED BY ASSOCIATION	EFFECTIVE DATE
\$17.50	05/15/2017	05/15/2017



CONNECTING & INNOVATING
SINCE 1913

April 24, 2017

Attention: Southwest Fire Department Association and
West Central Fire Department Association Members

To Whom It May Concern:

I have reviewed the Southwest Fire Department Association and West Central Fire Department Association Mutual Aid Agreement.

While approval of the Agreement is subject to review by the governing body of each Party, the League of Minnesota Cities has no objections to the Agreement. The Agreement complies in all material respects with League recommendations regarding liability, workers' compensation, damage to property and reimbursement.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Chris Smith
Risk Management Attorney