

MIDDLE 9 EMERGENCY SERVICES MUTUAL AID AGREEMENT

This agreement, made and entered into this 7th day of June, 2010, by and between the following Fire, Emergency Medical Service, Law Enforcement, Emergency Management Agencies and governmental units: **Fairmont, Truman, Welcome, Sherburn, Ceylon, Dunnell, Trimont, Granada, Northrup, Jackson, Alpha, Winnebago, Blue Earth, and Lewisville.**

WHEREAS, the said governmental units desire to make available to each other their respective emergency response equipment and personnel in the case of emergencies, and each said governmental unit has legal authority to send its emergency equipment and personnel into other communities.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

That in consideration of the mutual covenants, agreements and undertakings hereinafter set forth, each of the parties hereto agrees to furnish fire emergency assistance to any other party when called upon by the officer in charge of any of the other parties hereto, subject to the following conditions, to wit:

1. That road and weather conditions must be reasonably safe for transport of emergency personnel and equipment, as exclusively determined by the officer in charge of the requested agency.
2. That in the event all of the emergency apparatus and all, or most, of the members of the requested agency of any entity so called upon for emergency assistance by one of the other parties hereto is in use in said community or other community under this agreement at the time the call comes in from the other party, or in the discretion of the officer in charge, such apparatus or members may be needed in

said community, the said community shall be held free and relieved from all liability to make said run or to respond to said call.

3. That in the event any apparatus and members of the requested entity engaged in emergency response for the benefits of the party calling for assistance, or in the response to a call from said party, shall be needed for any purpose in its own community, that apparatus and the members of said emergency service entity may be recalled to its own community before completing the call for assistance for the other party and said assisting party shall be held free from any liability to continue emergency calls.
4. If one or more fires, or another emergency, occurs within the limits of any of the above governmental units, or within the limits of any territory in which any of said government units has contracted to provide emergency service equipment or personnel, and that government unit's emergency service equipment and/or personnel are insufficient to control or extinguish the fire or fires or other emergency, as exclusively determined by that government unit's officer in charge, an "emergency" shall exist for the purpose of this agreement.
5. If an emergency arises, any of the persons who are entitled by Paragraph 4 above to determine an emergency may call upon the emergency service entity of one or more of the governmental units above named for assistance.
6. Upon receipt of a call for assistance as set forth in Paragraph 5, the department of any of the parties hereto shall promptly dispatch at least one emergency vehicle with the usual number of personnel to assist in the emergency, or to render stand-by service as the case may be, provided that no department of any of the said

parties shall be obligated to send its emergency equipment or personnel beyond its boundaries if that would leave such municipality without any emergency equipment or personnel available within its limits for service at any emergency which might subsequently arise within. In extreme emergencies, however, every effort will be made to redistribute emergency equipment and personnel so that it would be made available for any additional emergencies which might arise during the emergency.

7. The emergency equipment and personnel of any department assisting a department of another municipality in an emergency will, upon arrival at the scene of the emergency, be under the command of the officer in charge of the requesting government unit or his/her designee.
8. No charges shall be made by any party for assistance rendered under this agreement for the first twelve hours on scene, at which time a charge of 200 dollars per apparatus hour, and twenty-five dollars per hour, per emergency worker shall be charged.
9. The community asking for, and receiving assistance from any other party shall not be held liable for any damage to the property of the assisting party while answering the call for assistance except for gross negligence or willful destruction by the requesting party. Each party shall carry its own liability insurance for the benefit of itself, its equipment, and its emergency personnel while in the service of any other party and each party shall carry liability insurance saving both itself and the other party being assisted, harmless so far as negligent acts of the emergency workers in the employ of said party are concerned.

10. No party to this agreement, nor any officer or employee of any party, shall be liable to any other party or to any other person on account of failure to any party to this agreement to furnish its emergency equipment or personnel in response to a call for assistance from any other governmental unit.
11. Each party, in answering a call from another party hereto, shall attempt to furnish a reasonable number of emergency personnel on each piece of equipment answering such call, as exclusively determined by the officer in charge of the answering party.
12. That in the event of fire calls from two or more communities or parties hereto, the first call shall have priority and the second call shall be answered as soon as possible.
13. No liability shall be incurred by a party who shall have summoned assistance under this agreement for damage to, or destruction of emergency equipment of a party rendering such assistance under this agreement except for gross negligence or willful destruction of emergency equipment of a party rendering such assistance.
14. That the governing body of each party hereto will appoint the officer in charge of the department or office, or his or her designee of that community to serve as a member of the Middle Nine Emergency Services Association, formed for the purpose of furthering the purposes of this agreement and increasing the efficiency of the emergency services of these governmental units.
15. A copy of this agreement will be posted at each department of each party hereto. Subject to all of the above conditions each of the parties hereto agrees to make

every reasonable effort to attend emergencies in any of the other communities mentioned herein which such assistance is requested as provided above.

- 1 16. This agreement shall be binding on a party upon receipt and filing by the Secretary of the MIDDLE 9 FIRE CHIEF'S ASSOCIATION of a certified copy of this agreement properly executed by said party.
17. Entities or agencies outside the borders of the MIDDLE 9 group may become a party to this agreement for the purposes of protecting life and property as defined herein, as authorized by the MIDDLE 9 Emergency Services Association.

BLUE EARTH:

17. This agreement will not expire. Any party hereto may withdraw from this agreement by thirty days written notice to the other parties.

IN WITNESS WHEREOF, the City Council of **BLUE EARTH** has caused this Agreement to be signed in its name by Robert L. Hammond Jr its Mayor, and Kathy Bailey, its City Clerk/City Administrator by authority of its governing body, this 7 day of June 20th 10

City of Blue Earth
(Name of party)

By Robert L. Hammond Jr
It's Mayor

By Kathy Bailey
It's City Clerk/City Administrator