

MUTUAL AID FIRE SERVICE AGREEMENT

THIS AGREEMENT made this 7th day of August, 2000, by and between the City of Winona, a municipal corporation under the laws of the State of Minnesota, (hereinafter "Winona") and the Pickwick Volunteer Fire Department, a non-profit corporation under the laws of the State of Minnesota, (hereinafter "Pickwick").

WITNESSETH:

WHEREAS, the parties hereto desire to make available to each other, on a reciprocal basis, their respective firefighting equipment, extrication equipment, and personnel to cope with emergencies beyond the scope of either party to independently contend with and do hereby desire to authorize the use of their firefighting equipment, extrication equipment, and personnel outside of their respective corporate limits;

NOW, THEREFORE, for valuable consideration, it is hereby agreed as follows:

1. For purposes of this Agreement, an "emergency" shall be defined as follows: Fires and mass casualty incidents but shall specifically exclude hazardous materials incidents and confined space rescues.

2. If an emergency occurs within the corporate limits of either municipality to this Agreement, or, in the case of Pickwick, within its service area, and if, in the judgment of the Chief of the Fire Department in which the emergency occurs (or in the Chief's absence, the judgment of the officer in charge), the

available equipment and personnel are insufficient to handle the emergency, the Fire Chief or the individual in charge may call the other party for assistance.

3. In consideration of any services provided by Winona to Pickwick, Pickwick shall pay to Winona, within 30 days from the date of any billing, those amounts as set forth in Schedule A which is attached hereto and incorporated herein by reference. All figures appearing in Schedule A will be subject to change upon Winona giving to Pickwick 60 days written notice of the change or changes to be made. After the 60 days written notice has been given, the amount due to Winona shall then be determined by the most recently revised Schedule A.

In consideration of any services provided by Pickwick to Winona, Winona shall pay to Pickwick, within 30 days from the date of any billing, those amounts as set forth in Schedule B which is attached hereto and incorporated herein by reference. All figures appearing in Schedule B will be subject to change upon Pickwick giving to Winona 60 days written notice of the change or changes to be made. After the 60 days written notice has been given, the amount due to Pickwick shall then be determined by the most recently revised Schedule B.

4. A party is not obligated to send its equipment or personnel beyond its corporate limits or service area if to do so would leave the Fire Department of such party without sufficient equipment and/or personnel to handle an emergency which might subsequently arise within such party's corporate limits. A

party's Fire Department that responds outside of its corporate limits or service area may return to its corporate limits or its service area for the immediately preceding reason.

5. A party's Fire Department is NOT obligated to respond to the other party's call for assistance if road conditions, weather conditions, acts of nature, etc., create unreasonably unsafe conditions for response in the opinion of the Fire Chief of the requested Fire Department.

6. The parties agree to periodically train with each other in mutual aid drills, preplanning drills, communication drills, etc., within the corporate limits or service area of either party.

7. Neither party to this Agreement, nor any officer, employee, or agent of any party, shall be liable to the other party or to any third person on account of failure of the requested party to furnish equipment or personnel in response to a call for assistance.

8. Pickwick shall indemnify, defend, and hold harmless Winona and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from assistance provided by Pickwick to Winona within the corporate limits of Winona including, without limitation, workers' compensation claims.

9. Winona shall indemnify, defend, and hold harmless Pickwick and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees,

arising out of or resulting from assistance provided by Winona to Pickwick within the corporate limits of Pickwick or its service area, including, without limitation, workers' compensation claims.

10. Either party may terminate this Agreement by giving 60 days written notice to the other party.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized officers by authority of their respective governing bodies as of the date and year first above written.

CITY OF WINONA

By: Leona S. Miller
Its: Mayor

By: Monica Lemmon Nolan
Its: City Clerk

PICKWICK VOLUNTEER
FIRE DEPARTMENT

By: Steve O'Hara
Its: Chief

By: John O'Hara
Its: Pres

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Schedule A

*	First Hour	\$150.00 per hour
**	Second and all consecutive hours	\$100.00 per hour

* One hour minimum

** No partial hours. All billings are for one hour increments. In other words, if 2 ½ hours are spent on a call, 3 hours will be charged to the calling party.

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Schedule B

*	First Hour	\$150.00 per hour
**	Second and all consecutive hours	\$100.00 per hour

* One hour minimum

** No partial hours. All billings are for one hour increments. In other words, if 2 ½ hours are spent on a call, 3 hours will be charged to the calling party.