

**MUTUAL AID AGREEMENT BETWEEN CITY OF LA CRESCENT,
MINNESOTA, AND CITY OF LA CROSSE, WISCONSIN**

This Agreement entered into on February 24, 2014 between the City of La Crescent Fire Department and the City of La Crosse Fire Department to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting. It is agreed that:

1. On request to a representative of the City of La Crescent Fire Department by a representative of the City of La Crosse Fire Department, firefighting equipment and personnel of City of La Crescent will be dispatched when available to any point within the area for which the City of La Crosse Fire Department normally provides fire protection as designated by the representative of the City of La Crosse Fire Department.

2. On request to a representative of the City of La Crosse Fire Department by a representative of the City of La Crescent Fire Department, firefighting equipment and personnel of the City of La Crosse Fire Department will be dispatched when available to any point within the firefighting jurisdiction of the City of La Crescent.

3. Mutual aid is not to be substitute for the City of La Crosse or City of La Crescent to provide adequate staffing and equipment to meet their normal day-to-day service demands of their respective response areas.

4. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

5. This Agreement shall not cover specialized hazardous materials responses for the Cities of La Crescent and La Crosse.

6. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a) Any request for aid under this Agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

b) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the officer. It will be agreed upon that both agencies must utilize the National Incident Management System (NIMS) for the management of all emergencies.

c) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

d) In the event that an emergency occurs in the response territory that requires the aiding department to recall their mutual aid units, said units will be released from providing mutual aid as soon as safely possible by the incident commander.

7. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this Agreement.

8. The chief fire officers and personnel of the fire departments of both parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

9. The technical heads of the fire departments of the parties to this Agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by the City of La Crosse and City of La Crescent or their designees.

10. All equipment used by the City of La Crosse Fire Department in carrying out this Agreement will be owned by the City of La Crosse Fire Department; and all personnel acting for the City of La Crosse Fire Department under this Agreement will be employees of City of La Crosse Fire Department, except for purposes of tort liability contained herein.

11. All equipment used by the City of La Crescent Fire Department in carrying out this Agreement will be owned by the City of La Crescent Fire Department; and all personnel acting for City of La Crescent Fire Department under this Agreement will be employees of City of La Crescent Fire Department, except for the purposes of tort liability contained herein.

12. For the purposes of tort liability, the employees and officers of the responding party are deemed to be employees of the requesting party.

13. 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 of 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.

14. 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 or Wisconsin law applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any 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 and Wisconsin law. The purpose 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.

15. This Agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

SIGNATURES ON FOLLOWING PAGE

MON 11/20

Dated: 1/27/2014

CITY OF LA CRESCENT

By: 
Mikel Poellinger, Mayor

By: 
Bill Waller, City Administrator

By: 
John Meyer, Fire Chief

Dated: 1/2/2014

CITY OF LA CROSSE

By: 
Tim Kabat, Mayor

By: 
Gregg Cleveland, Fire Chief

APPROVED:

STATE OF MINNESOTA

By: 
Mark Dayton, Governor

Dated: 2/24/2014