

CITY OF SCANDIA

and

VILLAGE OF OSCEOLA

RECIPROCAL FIRE SERVICE AGREEMENT

In this Reciprocal Fire Service Agreement, the organizations named below agree to make available to each other their respective firefighting and rescue equipment and personnel in the event of emergencies, and they certify that each has the legal authority to authorize such use of its equipment and personnel.

WITNESSETH

WHEREAS, the Osceola Fire Department and the Scandia Fire Department, hereinafter referred to as the Fire Departments, desire to make available to each other their respective fire-fighting and emergency equipment and personnel in the event of an emergency, and

WHEREAS, each of said Fire Departments have received legal and binding authority from their respective governing bodies to allow its respective fire-fighting and emergency equipment and personnel to respond to fires and emergencies in the territories in which any of the other parties to this agreement have legal authority to operate, and

WHEREAS, the Village of Osceola is authorized to enter into this agreement by Wis. Stats., Sec. 66.0303(3) (b),

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. For the purposes of this agreement an emergency shall be defined as, but not limited to, the following: fire, drowning, storm damage, cave-in, accident, explosion, or any other type of emergency to which any Fire Department shall be called upon to respond.

2. If one or more emergencies occur within the limits of any territory in which any of the members of this agreement are authorized to furnish fire-fighting and emergency equipment and personnel, and if in the judgment of the Chief of the Fire Department in which the emergency exists, or in his/her absence, his/her assistant or deputy in charge, its equipment and personnel are insufficient to handle the emergency, the individual in charge may call on the other parties to this agreement for assistance.

3. Upon receipt of a call for assistance as set forth in Paragraph 2, the responding Fire Department shall promptly dispatch requested equipment and/or manpower to assist in fighting the fire or handling the emergency or to render stand-by service provided that no Fire Department of any of said parties shall be obligated to send its fire or emergency equipment or personnel beyond its boundaries if to do so would leave such Fire Department without adequate equipment or personnel available within its limits for service at any emergency which might subsequently arise therein.

4. The responding Fire Department may at any time recall its assistance when in its best judgment or by an order from the governing body of the responding Fire Department it is considered to be in the best interests of the responding Fire Department so to do.

5. The fire-fighting and emergency equipment and personnel of any Fire Department assisting the Fire Department of another area in an emergency will immediately upon arrival at the scene of the emergency report to and operate under the command of the officer in charge of the department within whose boundaries the emergency is situated.

6. No charge will be made by any Fire Department for assistance rendered to another Fire Department under this agreement unless that assistance continues for a

period of more than 48 hours. No charges will be levied by a responding Fire Department to this agreement for assistance rendered to a requesting Fire Department under the terms of this agreement unless that assistance continues for a period of more than 48 hours. If assistance provided under this agreement continues for more than 48 hours, the responding Fire Department will submit to the requesting Fire Department an itemized bill for the actual cost of any assistance provided after the initial 48 hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the requesting Fire Department will reimburse the Fire Department providing the assistance for that amount.

7. Each Fire Department shall be responsible for injuries or death of its own personnel. Each Fire Department will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each Fire Department waives the right to sue any other Fire Department for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were wholly or partially caused by the negligence of any other Fire Department or its officers, employees, or volunteers. Worker's compensation insurance meeting or exceeding the minimum amounts required by law in the state in which the Fire Department normally operates shall be maintained by each Fire Department with such insurance extending to cover all members of said Fire Department when responding to any call as a result of this agreement.

8. The requesting Fire Department agrees to defend and indemnify the responding Fire Department against any claims brought or actions filed against the responding Fire Department or any officer, employee, or volunteer of the responding Fire Department 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 Fire Department pursuant to this agreement.

9. Bodily injury and property damage insurance with minimum coverage of \$500,000.00 per person and \$1,500,000.00 per accident for bodily injury, wrongful death and property damage shall be maintained by each of the parties with such coverage extending to cover the response to any call as a result of this agreement. Under no circumstances, however, shall a Fire Department be required to pay on behalf of itself and other Fire Departments, any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any one Fire Department. 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 Fire Department.

10. Each Fire Department shall be responsible for damages to or loss of its own equipment. Each Fire Department waives the right to sue the other Fire Department 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 Fire Department or its officers, employees, or volunteers.

11. No Fire Department to this agreement nor any officer or employee of any Fire Department shall be liable to the other Fire Department or to any person on account of failure of any Fire Department to furnish its fire-fighting and emergency equipment or personnel in response to a call for assistance from any other department.

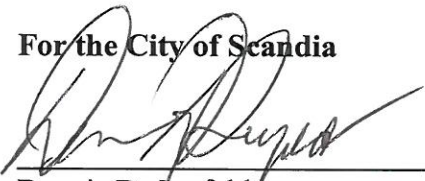
12. This agreement supersedes any other agreement for reciprocal fire service between the Fire Departments named in this agreement.

13. This agreement shall remain in effect until terminated by 30 days mailed notice given by either of the Fire Departments named in this agreement to the other Fire Department.


14. Copies of this agreement shall be provided to the clerk or administrator of the governing body of each Fire Department named in this agreement and to the chief of the Fire Departments involved.

15. IN WITNESS WHEREOF the said Fire Departments have caused this agreement to be signed by their duly authorized officers by authority of their respective governing bodies as of this date.

For the City of Scandia

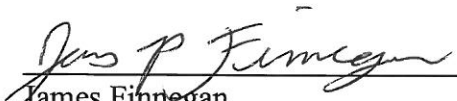


Dennis D. Seefeldt,
Mayor



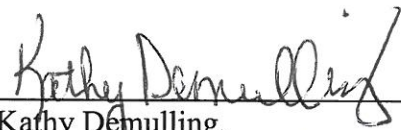
Anne Hurlburt,
City Administrator

For the Scandia Fire Department

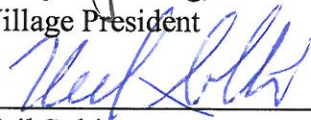


James Finnegan,
Fire Chief

For the Village of Osceola



Kathy Demulling,
Village President



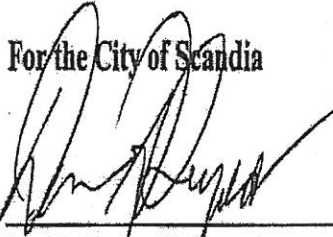
Neil Soltis,
Village Administrator

For the Osceola Fire Department



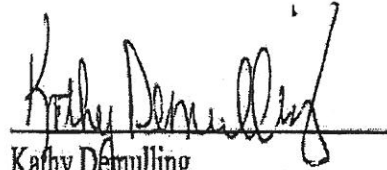
Don Stark,
Fire Chief


15. IN WITNESS WHEREOF the said Fire Departments have caused this agreement to be signed by their duly authorized officers by authority of their respective governing bodies as of this date.

For the City of Scandia

Dennis D. Seefeldt,
Mayor


Anne Hurlburt,

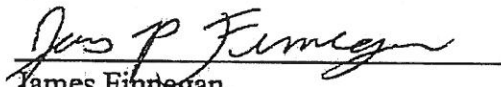
City Administrator

For the Village of Osceola

Kathy Demulling,
Village President


Neil Soltis,

Village Administrator

For Scandia Fire Department

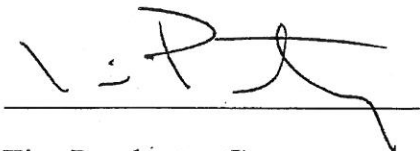

James Finnegan,
Fire Chief

For the Osceola Fire Department

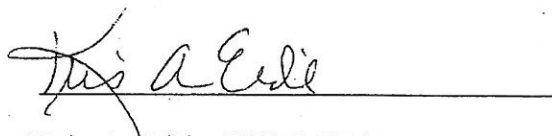


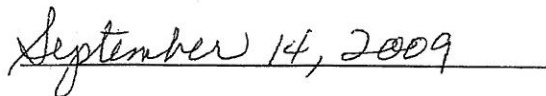
Don Stark, Fire Chief

State of Minnesota


Tim Pawlenty, Governor

State of Minnesota


Kris A. Eide, HSEM Director



Date