

**TO: MAYOR AND CITY COUNCIL**

**FROM: BRENDA VOSHALIKE, DIRECTOR  
CANNON FALLS AMBULANCE**

**SUBJECT: MUTUAL AID AGREEMENT WITH RED WING FIRE DEPARTMENT  
AMBULANCE**

**DATE: JULY 1, 2014**

**BACKGROUND**

Per Minnesota State Statutes 144E.101, ambulance services licensed in the state of Minnesota "... shall have a written agreement with at least one neighboring licensed ambulance service for the preplanned and organized response of emergency medical services, and other emergency personnel and equipment, to request for assistance in an emergency when local ambulance transport resources have been expended. The response is predicated upon formal agreements among participating ambulance services. A copy of each mutual aid agreement shall be maintained in the files of the licensee." It is recommended that mutual aid agreements be updated at the time either signatory changes. Due to the change in City Administrators, Cannon Falls requested this update with Red Wing. The Red Wing City Council approved the agreement at their Council Meeting on June 9<sup>th</sup>.

**STAFF RECOMMENDATION**

Recommend that the council approve the mutual aid agreement between the Cannon Falls Ambulance Service and the Red Wing Fire Department Ambulance Service.

**REQUESTED COUNCIL ACTION**

Request a motion to approve the ambulance service mutual aid agreement between the Cannon Falls Ambulance Service and the Red Wing Fire Department Ambulance Service.

## **AMBULANCE SERVICE MUTUAL AID AGREEMENT**

**THIS AGREEMENT**, authorized by Minnesota Statute 144E.101, subdivision 12, and Minnesota Statutes section 471.59 is entered into, by and between the **CITY OF CANNON FALLS AMBULANCE SERVICE** and **RED WING FIRE DEPARTMENT AMBULANCE SERVICE**.

The parties agree as follows:

**I. PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions for the City of Cannon Falls Ambulance Service and the Red Wing Fire Department , both licensed life support transportation services in the State of Minnesota, to provide each other with mutual assistance and back-up ambulance services. This Agreement is intended to authorize both parties to send its equipment and personnel into the other's jurisdiction. This Agreement shall be read in conjunction with, and shall not invalidate, any other mutual or cooperative agreements.

**II. DEFINITIONS.** For purposes of this Agreement, the terms defined in this section shall have the meanings given below:

1. "Ambulance Service" means providing trained ambulance staff, equipment and properly equipped vehicles.
2. "Assistance" means the performance of ambulance and related services, including, but not limited to, the triage, treatment and transfer of those needing medical care.
3. "Emergency" means a sudden and unforeseen situation requiring immediate action.
4. "Jurisdiction" means the primary service area of an ambulance service provider.
5. "Requesting party" means the ambulance service requesting assistance.
6. "Responding party" means the ambulance service providing the assistance requested.

### **III. TERMS OF MUTUAL ASSISTANCE**

1. Control of personnel and equipment. The Requesting Party shall be in command and control of the ambulances(s) and attendants dispatched pursuant to this agreement when the Requesting ambulance(s) and attendants are located at the Emergency scene. At all other times, the ambulance(s) and attendants shall remain under the command and control of the Responding Party.
2. Availability of Assistance. The Responding Party will provide Assistance only when such Assistance will not conflict with a need for Ambulance Services in the Responding Party's own jurisdiction. The decision of whether Assistance is available under this Agreement is at the sole discretion of the Responding Party. The decision by the Responding Party regarding availability is final.
3. Requests for Assistance. The Requesting Party will request Assistance only when it cannot respond to an Emergency appropriately.
4. Both ambulance services shall agree to handle their own patient billings and collections for any services provided while providing mutual aid. Neither ambulance shall be responsible for any debt due the other for services provided under this agreement.
5. Provision of Ambulance Services. A Responding Party may provide its ambulance services outside of its primary service area only if requested by a transferring physician or ambulance service licensed to provide service in the primary service area when it can reasonably be expected that: (a) the response is required by the immediate medical need of an individual; and (b) the Requesting Party is unavailable for appropriate response.

### **IV. LIABILITY.**

No other party to this Agreement, nor any officer, employee or volunteer of any party, shall be liable to any other party or person on account of failure to furnish life support transportation in response to a call for assistance. Response is at the sole discretion of the Responding Party.

### **V. DAMAGE TO EQUIPMENT**

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

### **VI. RESPONSIBILITY FOR AMBULANCE SERVICE; WAIVER.**

Each party shall be responsible for its own personnel, equipment and for injuries or

death related to any such personnel, or damage to any such equipment, except that unused equipment provided by the Responding Party shall be returned to the Responding Party by the Requesting Party when circumstances permit this to be done. Responding personnel shall be deemed to be employees of the Requesting Party for purposes of the Minnesota Municipal Tort Liability Act. Insurance coverage and financial compensation shall be the responsibility of the Responding Party. Each party waives the right to sue any other party for any worker's compensation benefits paid to its employee or volunteer, even if the injuries were caused wholly, or partially, by the negligence of any other party, its officers, employees or volunteers.

## **VII. INSURANCE**

1. Each party shall maintain its own liability insurance affording coverage in the amount of the maximum limits of tort liability for municipalities as set forth in Minnesota Statutes section 466.04 and any amendments thereto.
2. An employee acting under this Agreement shall continue to be covered by his or her employing agency for purposes of worker's compensation, unemployment insurance, disability, and other employee benefits. Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement.

## **VIII. INDEMNIFICATION.**

The Requesting Party agrees to indemnify and defend the Responding Party against any claims brought, or actions filed, against the Responding Party or any officers, employees or volunteers of the Responding Party for the injury or death to any third person, or persons, or damage to property of third persons, arising out of the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

This indemnification requirement imposes on the Requesting Party a limited duty to defend and indemnify the Responding Party for claims arising within the Requesting Party's jurisdiction, subject to the liability limits under Minnesota Statutes, Chapter 466.

The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of liability claims against multiple defendants from a single occurrence to be defended by a single attorney. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the liability limits established in Minnesota Statutes, Chapter 466, applicable to only one (1) party. The limits of liability for some, or all parties, may not be added together to increase the maximum statutory limits for any party.

**IX. EFFECTIVE DATE.** This agreement shall become effective upon execution by both parties, which shall indicate that the necessary resolution has been adopted by the governing body of the executing party.

**X. TERMINATION.** If either service wishes to terminate this Mutual Aid Agreement, the other party must be notified, in writing, sixty (60) days in advance. Unless this Agreement is terminated, this Agreement and the obligations imposed hereunder shall be deemed continuing.

**XI. FILING.** A copy of this Agreement shall be maintained in the files of each party.

**XII. MODIFICATIONS.** All amendments or modifications must be in writing and approved by each party.

**XIII. SEVERABILITY.** The provisions of this agreement shall be severable, and if any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall remain in full force and effect.

**XIV. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties relating to the subject matter contained herein. Except as stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter contained herein.

We, the undersigned, agree to abide by the terms of this Mutual Aid Agreement.

CITY OF CANNON FALLS  
Minnesota Ambulance License Number: 0044 and 1885

BY: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RED WING FIRE DEPARTMENT AMBULANCE  
Minnesota Ambulance License Number: 0204

BY: Daniel D. Bender

Dated: June 9, 2014

TITLE: MAYOR

BY: Kay Kuhlmann

TITLE: Council Administrator

BY: Walter Eugene Johnson

TITLE: City Clerk