



Minnesota Department of Natural Resources
Division of Forestry and the Duluth Fire Department
Cooperative Fire Protection Agreement
Agreement Number: (16 251 69218)

THIS COOPERATIVE FIRE PROTECTION AGREEMENT, is made and entered into by and between the State of Minnesota acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "DNR" and the Duluth Fire Department, hereinafter referred to as the "Fire Department," as authorized by M.S. 88.04 subd. 4; 88.11 subd. 1; and 89.01 subd. 4

I. PURPOSE

The purpose of this Cooperative Fire Protection Agreement is to cooperate in the prevention and suppression of wildland fires as authorized under M.S. 88.04. Assistance will only be provided when requested, when resources are available, and can be committed without diminishing either party's ability to protect its own jurisdiction.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The DNR, *Division of Forestry*, is responsible for the prevention and suppression of wildland fire within the state. The Fire Department is responsible to prevent and extinguish all unwanted fires within its fire protection area.

It is mutually advantageous and in the public's interest for the parties to this instrument to coordinate and assist in each other's efforts in prevention, detection, and suppression of wildland fires and to cooperate in fire hazard reduction in and adjacent to areas of mutual responsibility.

III. THE FIRE DEPARTMENT SHALL:

1. Provide fully staffed and equipped fire fighting resources, when available for wildland fire suppression, as listed on the attached rate schedule.
2. Indemnify, save and hold the State, its representatives and employees, harmless from any and all claims or causes of action, including all attorneys' fees incurred by the State, arising from the performance of this Agreement by the Fire Department or Fire Department's employees, agents or subcontractors. This clause shall not be construed to bar any legal remedies the Fire Department may have for the State's failure to fulfill its obligations pursuant to this Agreement.
3. Assume full responsibility, including legally required insurance and Workers' Compensation for all Fire Department personnel provided under this agreement.
4. Respond to all calls for wildland fires within the Fire Department's fire protection area when requested by the DNR.
5. Respond to additional wildland fire calls outside the Fire Department's fire protection area at the request of the DNR and at the discretion of the Fire Chief.
6. Submit a report to the DNR within 24 hours of any wildland fire on which the Fire Department takes independent action. Reporting can be in the form a DNR Fire Report Card, fax, e-mail, fire report form, DNR wildland fire invoice form, or other written communication that provides the same information as the Fire Report Card.



7. **Submit an invoice to the DNR within 30 days of an incident for which the fire department is requesting reimbursement. Invoices beyond 30 days may not be honored if the fire was not reported timely to the DNR.**
8. Stay with all wildland fires until out, or released by a DNR incident commander, or until called to another incident within the Fire Department's protection area, provided the wildland fire is considered safely contained.
9. Be committed to protection of lives and buildings as its first consideration.
10. Through the Fire Department officers, determine its capabilities and assume final decision authority on commitment of its vehicles and personnel into any area of operation that is requested by DNR personnel.
11. Furnish all tools, equipment, supplies, fuels, and lubricants, except for those items furnished by the DNR, as stated in this Agreement.
12. Assist the DNR with distribution of fire prevention materials and wildland fire prevention presentations.
13. Bill the DNR for wildland fire runs at the agreed upon rate per run. When additional resources are requested by DNR Forestry, *beyond the first 2 hours (the "run")* hourly rates for specific requested equipment, as described in the attached Rate Schedule, will apply. **Invoices must be submitted within thirty (30) days of the fire(s).**

IV. THE DNR SHALL:

1. Respond with specialized equipment for wildfire response, when possible, at the request of the Fire Chief or designate. This equipment includes, but is not limited to dozers, all terrain tracked vehicles, engines and aircraft.
2. Investigate violations of the burning laws of the State. (M.S. 88.01 to 88.22 and 88.75) This includes billing the responsible party for all wildland fire suppression costs of the DNR, and the Fire Department if the DNR pays the Fire Department for responding to the fire.
3. Assist the Fire Department in obtaining Federal Excess Property, specialized equipment, or grants for improving their firefighting capabilities.
4. Assist the Fire Department with procuring and distributing fire prevention materials.
5. Provide wildland fire suppression training to the Fire Department as workload permits.
6. Reimburse the Fire Department for wildland fire runs, according to the terms of this agreement.
7. Make reasonable effort to release the Fire Department as soon as possible to ensure that the Fire Department is available for other emergency response calls.
8. Replace or reimburse the Fire Department for the cost of Class A firefighting foam used on wildland fires, with final approval of the DNR Forester.
9. Loan wildland firefighting tools, as available, to the Fire Department.

V. REIMBURSEMENT POLICIES:

1. Lower rates may be negotiated for extended use at the Fire Department's discretion.
2. When the Fire Department is dispatched through its normal dispatch procedures, and not specifically requested by the DNR, the Fire Department shall only bill for a Wildland fire run. *(A Wildland Fire Run is described as the fire department's response to a wildland fire that takes up to two (2) hours to suppress.)*
3. For hourly billing of *equipment requested by DNR Forestry, after the wildland fire run (first 2 hours)*, time will be rounded to the nearest half hour. Billable time should begin when the Fire Department



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leaves its station and continue until it returns to its station. Time spent refurbishing and readying equipment for the next call shall not be included as billable time.

4. The fire chief and local DNR forester may discuss charges that are in question prior to submitting a final invoice for payment.
5. If the Fire Department is released by the DNR before the Fire Department has taken any suppression action on the fire, the Fire Department shall not submit a bill for the run.
6. Attached rates shall be reviewed annually and may be changed with signature of the parties to this Agreement, or their successors in position.

This Agreement is effective on the date of the last signature and is to continue in force for five (5) years or until terminated by either party giving thirty (30) days written notice to the other. Both parties should review this Agreement annually.

Fire Department: **Duluth**

/s/ **Dennis Edwards**

Date: _____

Title: **Chief**

State of Minnesota
Department of Natural Resources:

/s/ **Craig Ferguson**
Area Forester

Date: **10-17-16**

CITY OF DULUTH

Countersigned:

By: _____
Mayor

City Auditor

Attest: _____
City Clerk

Approved as to form:

City Attorney



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Fire Department Cooperative Agreement Rate Schedule

ITEM DESCRIPTION <i>(include NWCG type, make, model, year, serial number and special features, such as 4X4, CAF or foam proportioners)</i>	NUMBER OF PERSONNEL W/ EQUIPMENT	WORK RATE		* STANDBY RATE	
		a. rate (includes personnel)	b. per unit (hour, etc.)	a. rate*	b. unit (hour, etc.)
a. T1 Engine – up to 25 years old	4	\$275	/hr.	\$137.50	/hr.
b. T2 Engine – up to 25 years old	3	\$200	/hr.	\$100	/hr.
c. T3 Engine – up to 25 years old	3	\$185	/hr.	\$92.50	/hr.
d. T4 Engine – up to 25 years old	2	\$165	/hr.	\$82.50	/hr.
e. T5 Engine – up to 25 years old	2	\$140	/hr.	\$70	/hr.
f. T6 Engine – up to 25 years old	2	\$125	/hr.	\$62.50	/hr.
g. T7 Engine – up to 25 years old	2	\$85	/hr.	\$42.50	/hr.
h. T1 Tactical Tender – up to 25 years old	2	\$230	/hr.	\$115	/hr.
i. T2 Tactical Tender – up to 25 years old	2	\$190	/hr.	\$95	/hr.
j. T1 Support Tender – up to 25 years old	1	\$200	/hr.	\$100	/hr.
k. T2 Support Tender – up to 25 years old	1	\$160	/hr.	\$80	/hr.
l. T3 Support Tender – up to 25 years old	1	\$140	/hr.	\$70	/hr.
m. **Rates will be reduced by 10% for Engines and Water Tenders older than 25 years.					
n. UTV w/ Tank	2	\$50	/hr.	\$25	/hr.
o. Tracked Vehicle w/ Tank	2	\$75	/hr.	\$37.50	/hr.
p. ATV	1	\$100	/day	\$50	/day
q. 14' Boat	1	\$75	/day	\$37.50	/day
r. 16-17' Boat	1	\$150	/day	\$75	/day
s. 18+' Boat	1	\$175	/day	\$87.50	/day
t. Portable Pump (high volume or pressure)		\$200	/day		
u. Ambulance	2	\$125	/hr.	\$62.50	/hr.
v. Folding Tank (1000-2000 gallons)		\$75	/day		
w. Folding Tank (2000+ gallons)		\$100	/day		
x. Thermal Camera	1	\$300	/day		



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y. Additional useful/requested items not on this list may be negotiated on site between the DNR IC and the Fire Dept.					
Additional Requested firefighters	Each	\$15	Per hour per firefighter	Same as work rate	Per hour per firefighter

*Standby rates shall be equal to ½ of the work rate, and shall apply only if equipment and personnel are ordered by the DNR to be staged and available for immediate action.

Special Rates:

- a. Run charge of \$350.00 per Run, for up to 2 hour response. After two hours, equipment or personnel requested by the DNR will be charged at the rates in the above Rate Schedule.

The above rates have been agreed upon by:

Duluth Fire DepartmentCloquet DNR Area

/s/ Craig Ferguson
Area Forester

Date: 10-17-16

/s/ Dennis Edwards
Fire Chief

Date: _____

/s/ _____
Regional Forest Manager (if required)

Date: _____