

Minnesota Department of Natural Resources

Division of Forestry and the Grand Rapids Fire Department Cooperative Fire Protection Agreement

Agreement Number (YY RAN FDID#): **22-221-31107**

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 **Grand Rapids** 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 firefighting 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. 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.
8. Be committed to protection of lives and buildings as its first consideration.
9. 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.
10. Furnish all tools, equipment, supplies, fuels, and lubricants, except for those items furnished by the DNR, as stated in this Agreement.
11. Assist the DNR with distribution of fire prevention materials and wildland fire prevention presentations.
12. 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).
13. 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.

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 Fire Department as soon as possible to ensure that the Fire Department is available for other emergency response calls.

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 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 equipment should 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:

/s/ _____

Date: _____

Title: _____

State of Minnesota

Department of Natural Resources:

/s/ **Eden F. Berndt** Digitally signed by Eden F. Berndt
Date: 2026.07.17 12:21:42 -05'00'

Date: _____

Title: Area Supervisor – Deer River

FIRE DEPARTMENT RATES				
ID <i>(i.e. Engine 214)</i>	Item Description <i>Include NWCG type, Make, Model, Year, Serial Number, special features such as 4x4 or CAF</i>	# of Personnel w/equip.	Work Rate	Standby Rate*
E-111	NWCG type: 3 Year/Make/Model: 2004 Sterling VIN: 2FZHAZA564AM58420 Notes: Tender, 3000 gal., 1000 GPM	3	\$200.00/hr	\$100.00/hr
E-113	NWCG type: 6 Year/Make/Model: 2002 Ford F-550 VIN: 1FDAF57F82EA41228 Notes: superduty 4x4 mini pumper, 300 GPM, 300 gal.	2	\$140.00/hr	\$70.00/hr
E-117	NWCG type: Command Year/Make/Model: 2025 Chevrolet 3500 VIN: 1GC4KSE76TF188179 Notes: 1 ton	2	\$100.00/hr	\$50.00/hr
E-118	NWCG type: Command Year/Make/Model: 2023 Dodge 1500 VIN: 1C6RR7XT9PS564435 Notes: ½ ton	2	\$100/hr	\$50.00/hr
E-115	NWCG type: 1 Year/Make/Model: 2020 Rosenbauer VIN: 3HAEETAR1LL854889 Notes: Class A, 1000 gal, 1250 GPM, 4x4	4	\$310.00/hr	\$155.00/hr
E-114	NWCG type: 1 Year/Make/Model: 2013 KME Class A VIN: 1K9AF4282EN058674 Notes: Pumper, 1000 gal, 1500 GPM	6	\$310/hr	\$155.00/hr
	Additional Firefighters	1 each	\$21.50/hr	\$10.75/hr

*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.

*Line items descriptions with an identified rate may be entered for any overhead positions. Individual positions, when requested and filled, will be reimbursed at the wage rate of the resource (if applicable), or the firefighter at the pay level of the position as listed in the MN DNR Fire Business Manual.

Special rates: Run charge of \$500.00 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:

Grand Rapids Fire Department

Deer River DNR Area

/s/ **Eden F. Berndt** Digitally signed by Eden F. Berndt
Date: 2026.07.17 12:21:58 -05'00'

Date: _____

Area Forester or Fire Team Leader

/s/ _____

Date: _____

Fire Chief

Payment for Mutual Aid Responses

Since the main purpose of the Cooperative Agreement is to provide a cost share for fires within a fire departments protection area, the “per run” rate does not apply to mutual aid fire department resources. Mutual aid requests from a fire department or automatic mutual aid calls are under the fire department’s local mutual aid agreements. The DNR is under no obligation to pay for mutual aid resources ordered by a fire department or through automatic mutual aid calls. However, mutual aid resources may be compensated at the “per hour” rate for each piece of equipment that the DNR Forester agrees was needed and approves payment, not necessarily for every resource sent.

Suggested Equipment Standards and Hourly Rates for Fire Departments that have an agreement with the MN DNR - Division of Forestry

After the first two-hour rate (\$500 flat rate) has expired, needed equipment will be placed on an hourly rate.

Equipment standard and rates include personnel; fuel will be furnished by the Fire Department. Refer to National Wildfire Coordinating Group (NWCG) for specifications on Engine Typing.

ENGINE TYPES AND RATES							
<i>The rate will be reduced by 10% for Engines and Water Tenders older than 25 years.</i>							
Components	Structure Engine Type 1	Structure Engine Type 2	Wildland Engine Type 3	Wildland Engine Type 4	Wildland Engine Type 5	Wildland Engine Type 6	Wildland Engine Type 7
Pump rating	1000 GPM @ 150 PSI	500 GPM @ 150 PSI	150 GPM @ 250 PSI	50 GPM @ 100 PSI	50 GPM @ 100 PSI	50 GPM @ 100 PSI	10 GPM @ 100 PSI
Tank Capacity	300 gal	300 gal	500 gal	750 gal	400 gal	150 gal	50 gal
Hose 2 ½" (feet)	1200'	1000'	n/a	n/a	n/a	n/a	n/a
Hose 1 ½" (feet)	500'	500'	1000'	300'	300'	300'	
Hose 1" (feet)	n/a	n/a	500'	300'	300'	300'	200'
Personnel	4	3	3	2	2	2	2
Equipment rate \$/hour	\$310	\$225	\$200	\$185	\$150	\$140	\$100

**Engines with Compressed Air Foam Systems will be paid an additional \$20/hour if CAFS is used on the incident.*

Fire Department equipment mobilized outside of their designated fire protection area through a resource order shall be reimbursed at a rate of one-and one-half times the rate listed in the standard hourly rates. Line items listed as overhead will be compensated at the rate of the position as identified in the MN DNR Fire Business Manual. All base rates are wet operating rates. Fuel, oil, tires, and other normal maintenance is included.

Additional Firefighters use a suggested rate of \$21.50/hour.

WATER TENDER TYPES AND RATES

Requirements/ Components	Water Tender Support Type S1	Water Tender Support Type S2	Water Tender Support Type S3	Water Tender Tactical Type T1	Water Tender Tactical Type T2
Tank Capacity	4000 gal.	2500 gal.	1000 gal.	2000 gal.	1000 gal.
Pump	300 gpm @ 50 PSI	200 gpm @ 50 PSI	200 gpm @ 50 PSI	250 gpm @ 150 PSI	250 gpm @ 150 PSI
Max Refill Times	30 min	20 min	15 min	n/a	n/a
Pump and Roll	n/a	n/a	n/a	yes	yes
Personnel	1	1	1	2	2
Equipment Rate	\$225/hr	\$180/hr	\$155/hr	\$260/hr	\$215/hr

Portable pump acceptable with tenders. Water tenders come with folding tanks.

All base rates are wet operating rates. Fuel, oil, tires, and other normal maintenance is included.

Fire Department equipment mobilized outside of their designated fire protection area through a resource order shall be reimbursed at a rate of one-and one-half times the rate listed in the standard hourly rates.

Additional Firefighters use a rate of \$21.50/hour

OTHER RESOURCES

Model/Description	Min # of Operators	Rate		
Tracked Vehicle	2	Based on size	Use rate charts from engine typing.	
UTV w/tank (tactical); ROPS required	1	\$65/hour	Based on tank size.	31-50 gallons= \$65/hour Over 50 gallons= \$75/hour
Medical UTV with backboard	1	\$65/hour		
ATV	1	\$145/day		
Boat (must have pump & roll capabilities and used for tactical missions)	2	Negotiated	Based on size and pumping capabilities. Hourly or daily rate.	
Boat (support)	1	Negotiated	Hourly or daily rate	
Portable Pump (high volume or pressure)	0	\$250/day		
Folding Tank	0	\$100/day	Based on size.	1000-2000 gallons = \$100/day 2000+ gallons = \$125/day
Thermal Camera	1	\$375/day		

Fire Department equipment mobilized outside of their designated fire protection area through a resource order shall be reimbursed at a rate of one-and one-half times the rate listed in the standard hourly rates.

Wildfire Response on Federal Lands

The below does not apply if the Fire Department asset is responding for Initial Attack or ordered for Structure Protection.

Minimum Requirements for Personnel and Equipment Responding to “extended attack” wildfires on federal lands:

All firefighting personnel are required to wear and utilize the following Personal Protective Equipment:

- Nomex shirt and pants,
- hard hat,
- leather gloves,
- 8-inch boots with a lugged sole, and
- approved fire shelter.

All personnel will be required to meet NWCG training requirements for a wildland firefighter and attend an annual wildland refresher. Fire Chiefs will ensure Departments meet training requirements and are responsible for the upkeep of Department personnel training records. Physical fitness levels are established by each agency. Departments will meet their own physical fitness standards.

All Engines and Water Tenders are required to meet NWCG Typing standards and are recommended to meet NWCG stocking standards.