

Minnesota Department of Natural Resources

Division of Forestry and the HINCKLEY Fire Department

Cooperative Fire Protection Agreement

Agreement Number: (YY RAN FDID#) 25-344-58105

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 HINCKLEY 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. 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/ Elliott Golly
Title: Fire Chief

Date: 6/17/25

State of Minnesota

Department of Natural Resources:

/s/ Christopher Henkel

Digitally signed by Christopher Henkel

Date: 2025.06.17 12:42:33 -05'00'

Item Description <i>Include NWCG type, Make, Model, Year, Serial Number, special features such as 4x4 or CAF</i>	# of Personnel w/equipment	Work Rate <i>Dollars per hour unless specified</i>	Standby rate* <i>(usually ½ of work rate)</i>
NWCG type: SE- 1 Make/Model: Sterling VIN: 2FZACHDC05AV4 Year: 2005 Notes: CAFS, Lighting, ladders, foam, Hard suction, 750 gallons on board, 1250 pump @150psi	4	\$310.00	\$155.00
NWCG Type: SE-1 Make/Model HME VIN: 44KFT42851WZ19 Year: 2001 Notes: Foam, lighting, ladders, Hard suction, 500 gallons on board, 1510@150 psi	4	\$279.00	\$139.50
NWCG Type: SE-1 Make/Model Chevrolet VIN: 1GBN7D1Y6LV100 Year: 1989 Notes: Foam, lighting, ladders, hard suction, on board generator 750 gallons on board, 1000 @150psi	2	\$310.00	\$155.00
NWCG Type: WT-1 Make/Model FREIGHTLIN VIN: 1FULATCG47PZ Year: 2024 Notes: 6X6, Pump N Roll, 3000 Gallons capacity, drop tank	2	\$260.00	\$130.00
NWCG Type: WT- 1 Make/Model Freightliner VIN: 1GBT7H4J9PJ1031 Year: 2013 Notes: 3,600 Gal Capacity, Pump n roll, drop tank	2	\$260.00	\$130.00

Item Description <i>Include NWCG type, Make, Model, Year, Serial Number, special features such as 4x4 or CAF</i>	# of Personnel w/equipment	Work Rate <i>Dollars per hour unless specified</i>	Standby rate* <i>(usually ½ of work rate)</i>
NWCG type: WE-5 Make/Model: CHEV VIN: 1GC4KZC87BF242 Year: 2011 Notes: 250 Gallons water, 4x4, Ultra high pressure pump, Crew cab truck	2	\$150.00	\$75.00
NWCG Type: WE-6 Make/Model Ford VIN: 2FDKF38G2NCA35 Year: 1992 Notes: 4X4, 250 gallons water, Foam,	2	\$126.00	\$63.00
NWCG Type: SEX-1 Make/Model Chevrolet VIN: 1GBND116LV100 Year: 1989 Notes: Flam lighting, ladders, hand suction, on board generator, 750 gallons on board, 1000 @ 150 psi	2	\$210.00	\$105.00
NWCG Type: J-5 Make/Model Bombardier VIN: 938-462 Year: Notes: J-5 tracked vehicle, 80 gallons water capacity, Trailer	2	\$150.00	\$75.00
NWCG Type: SxS Make/Model Yamaha VIN: Year: 2019 Notes: 60 gallon water tank, Trailer	1	\$75.00	\$37.50

Item Description <i>Include NWCG type, Make, Model, Year, Serial Number, special features such as 4x4 or CAF</i>	# of Personnel w/equipment	Work Rate <i>Dollars per hour unless specified</i>	Standby rate* <i>(usually ½ of work rate)</i>
NWCG Type: Make/Model			
VIN: Year:			
Notes:			
NWCG Type: Make/Model			
VIN: Year:			
Notes:			
Additional Firefighters	NA		

*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 item descriptions may be entered for any overhead positions. Individual positions when requested and filled, will be reimbursed at the wage rate of the resource 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:

HINCKLEY Fire Department Sandstone DNR Area

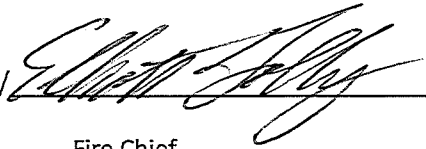
Christopher Henkel

Digitally signed by Christopher
Henkel

Date: 2025.06.17 12:43:01 -05'00'

/s/ _____

Area Forester

/s/  _____

Fire Chief

Date: 6-17-25

/s/ _____

Date: _____

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 departments 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 Division of Forestry MN/DNR

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.

The rate will be reduced by 10% for Engines and Water Tenders older than 25 years.

Engine Types and Rates

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							
Minimum rating (GPM) @	1000 @	500 @	150 @	50 @	50 @	50 @	10 @
specified pressure (PSI)	150	150	250	100	100	100	100
Tank Capacity (gallons)	300	300	500	750	400	150	50
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 equipped with Compressed Air Foam Systems will be paid an additional \$20 an 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 (Gallons)	4000	2500	1000	2000	1000
Pump Minimum Flow (GPM)* @ rated pressure (PSI)	300 50	200 50	200 50	250 150	250 150
Max Refill Times (minutes)	30	20	15	n/a	n/a
Pump and Roll Personnel	n/a 1	n/a 1	n/a 1	Yes 2	yes 2
Equipment Rate \$/hour	\$225	\$180	\$155	\$260	\$215

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.

*Portable pump acceptable with tenders

*Water Tenders come with folding tanks

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 (suppression-must have pump and 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 gal= \$100/day 2000 gal+= \$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 an 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.