



STAFF REPORT

DATE: March 19, 2019

CONSENT

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of MN DNR “Division of Forestry and the Lake Elmo Fire Department Cooperative Fire Protection Contract”

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

This contract will not change the current response available to us from the MN DNR for the purpose of Wildland Fire Extinguishment. What it does do is formally recognize the working arrangement between the two agencies and provides us the opportunity to submit invoicing to the State of MN to recover costs in the event of a large scale wildland fire at any time during the five year period.. To date we have not had this opportunity.

ISSUE BEFORE COUNCIL:

Should the Council approve the MN DNR “Division of Forestry and the Lake Elmo Fire Department Cooperative Fire Protection Contract”?

PROPOSAL DETAILS/ANALYSIS:

Staff is recommending the Council approve this contract.

This contract places us under no obligation, does not change our response capabilities, but affords us the opportunity to recover Wildland Suppression costs, should the opportunity arise.

FISCAL IMPACT:

Could provide the opportunity to receive reimbursement.

OPTIONS:

- 1) Make motion to approve contract.
- 2) Do not make motion to approve.

RECOMMENDATION:

If removed from consent agenda:

Motion to approve the MN DNR “Division of Forestry and the Lake Elmo Fire Department Cooperative Fire Protection Contract”

ATTACHMENTS:

Copy of Agreement



Minnesota Department of Natural Resources
Division of Forestry and the Lake Elmo Fire Department
Cooperative Fire Protection Agreement
Agreement Number: (FDID#82107)

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 Lake Elmo 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.

(Delete options that are not used.)

8. **(Optional)** 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. **(Optional)** 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:

/s/ _____ Date: _____

Title: _____

State of Minnesota
Department of Natural Resources:

/s/ _____ Date: _____

Area Forester



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. Engine 1, 1997 General, 1FV6JLCB9WH889885, carries 750 gallons of water, 5 person cab, 1250 gpm pump, rescue capabilities	5	\$275.00/hr.			
b. Tender 1, 1987 Luverne, 1HTLDDDR9HH527794, 1600 gallons of water, drop tank, 500 gpm PTO pump, pump and roll	2	\$190.00/hr.			
c. Pumper/Tender 2, 2007 General/Spartan, 4S7AX2F996C055229, 2750 gallons of water, foam, drop tank, 1600 gpm pump, 6 person cab	4	\$275.00/hr.			
d. Brush 1, 2001 Ford F-350 w/skid unit, 3FTSW31F91MA51118, 150 gallons of water, 5 person crew cab.	2	\$85.00/hr.			
e. Brush 2, 2004 Ford F-350, 1FDSF31PX4EC24675, 250 gallons of water, foam	2	\$85.00/hr.			
f. UTV 1, 2009 Polaris 6x6, tracked vehicle, 4XARF68A794733391, Skid unit, 50 gallons water w/foam, patient transport	2	\$85.00/hr.			
g. Boat 1, 2007 Mercury inflatable w/25 hp.	2	\$75.00/day			
h. Portable/floating pump,					
i. Additional Requested firefighters	Each	\$15.00/hr.	Per hour per firefighter	Same as work rate	Per hour per firefighter

*Standby rates shall be equal to 1/2 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:

Lake Elmo Fire Department _____ DNR Area

/s/ _____ Date: _____
Area Forester

/s/ _____ Date: _____
Fire Chief

/s/ _____ Date: _____
Regional Forest Manager (if required)



4/2013

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

Engines

COMPONENTS	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Pump Rating							
Min. Flow (GPM)	1000	500	150	50	50	50	10
At rated pressure (PSI)	150	150	250	100	100	100	100
Tank Capacity (Gallon)	300	300	500	750	400	150	50
Hose 2 1/2" (Feet)	1200	1000					
Hose 1 1/2" (Feet)	500	500	1000	300	300	300	
Hose 1" (Feet)			500	300	300	300	200
Personnel	4	3	3	2	2	2	2
Equipment Rate /Hour	\$275	\$200	\$185	\$165	\$140	\$125	\$85

**Engines equipped with Compressed Air Foam Systems will be paid an additional \$20 an hour if C.A.F.S. is used on the incident.*

Water Tenders

Requirements	Water Tender Types				
	Support			Tactical	
COMPONENTS	S1	S2	S3	T1	T2
Tank Capacity (Gallons)	4000	2500	1000	2000	1000
Pump Minimum Flow (GPM)*	300	200	200	250	250
@ Rated Pressure (PSI)	50	50	50	150	150
Max Refill times (Min.)	30	20	15	-	-
Pump & Roll	-	-	-	yes	yes
Personnel	1	1	1	2	2
Equipment Rate /Hour	\$200	\$160	\$140	\$230	\$190

*Portable Pump Acceptable with tenders

* Water tenders come with folding tanks

Additional Firefighters use a rate of \$15.00/hr



Minimum Requirements for Personnel Responding to Incidents on National Forest System 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.

When responding to Federal Lands Engines and Water tenders will need to meet the NWCG component standards and are recommended to meet NWCG stocking standards (appendix M). Appendix M is located at <http://www.nifc.gov/PUBLICATIONS/redbook/2013/AppendixM.pdf>.

Other Resources

- Non-Vehicle Items used for support missions will be based on a daily rate

MODEL/DESCRIPTION	Min. # of Operators	Rate		
Tracked Vehicles	2	based on size		Use rate charts from Engine typing
UTV w/tank (tactical) *ROPS required	1	\$50/hr +		based on tank size 31-50 gal= \$50 hr 51-75+ gal= \$60 hr
ATV (support)	1	\$100/day		
Boat (must have pump and roll capabilities and used for tactical missions)	2	negotiated		based on size and pumping capabilities
Boat (support)	1	\$75/day +		based on size 14'=\$75/day 16-17'=\$150/day 18+=\$175/day
Portable Pump (high volume or pressure)	0	\$200/day		
Folding Tank	0	\$75/day+		*based on size 1000-2000= \$75/day 2000+= \$100/day
Thermal Camera	1	\$300/day		

Rates for non-vehicle equipment (such as boats, ATV's and folding tanks, etc.) will be based on a daily rate. Boats capable of tactical missions (pump and roll capabilities) are an exception and will be based on an hourly rate.

Tracked vehicles should use a rate for capacities based on Engine type.