

# Capital City Regional Firefighters' Association

## Reciprocal Fire Service Agreement

THIS CAPITAL CITY REGIONAL FIREFIGHTER'S ASSOCIATION RECIPROCAL FIRE SERVICES AGREEMENT ("Agreement") is made this \_\_ day of \_\_\_\_\_, 2026, by and between the members of the Capital City Regional Firefighter's Association ("Association") who have executed this Agreement and the City of Saint Paul ("City name"), hereafter collectively referred to as the "Parties" for mutual assistance in firefighting services.

WHEREAS, the said governmental units desire to make available to each other their respective fire-fighting equipment and personnel in the case of emergencies, and each of said municipalities has legal authority to send its firefighting equipment and personnel into other communities.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to all applicable statutes, rules and regulations, the Parties agree as follows:

1. It is agreed that the Fire Department of the City of Saint Paul shall provide mutual aid to any of the Fire Departments listed as members of the Association and who have executed an Agreement in this form. This Agreement shall be in effect when approved by the governing body and signed by the appropriate persons for the governmental unit. A list of all members of the Association signing this Agreement shall be furnished to each member of the Association. A list of current Association members is attached as Appendix A to this Agreement as "Capital City Regional Firefighters' Association Region 1 Members".
2. Any Fire Department of a governmental unit wishing to withdraw its membership from the Agreement, may do so by notifying every member department in writing at least thirty (30) days prior to termination of its membership in the Association.

### **Purpose:**

The intent of this agreement is to make equipment, personnel, and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement. It is the intent of the parties that this Agreement does not constitute a joint powers agreement under Minnesota law.

### **Definitions:**

1. "Association" means all municipalities and independent nonprofit firefighting corporations that are members of the Region 1 Minnesota State Fire Department Association.
2. "Party" or "Parties" means one or more local government units or non-profit firefighting corporations that is a member of the Association who has signed this Agreement to provide assistance to other Parties.
3. "Requesting Official" means the person designated by a Party who is responsible for requesting assistance from other Parties.
4. "Requesting Party" means a Party that requests assistance from other Parties, normally the fire department of the jurisdiction in which an incident requiring assistance occurs.
5. "Responding Official" means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to a Requesting Party.

6. "Responding Party" means a Party that provides assistance to a Requesting Party.

**Authorization:**

Each of the Parties participating in this Agreement hereby authorize their respective Fire Departments to respond to and receive mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive assistance as provided herein.

**Procedure:**

1. Request for Assistance. Whenever, in the opinion of the Requesting Official, there is a need for assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish assistance.
2. Response to Request. Upon the request for assistance from the Requesting Party, the Responding Official may authorize and direct its personnel to provide assistance to the Requesting Party. Whether the Responding Party provides assistance and, if so, to what extent shall be determined by the Responding Official.
3. Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. Command of Scene. The Requesting Party or their designee shall be in command of the emergency scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party or their designee until the Responding Official withdraws assistance. In the event an emergency occurs in or crosses the boundaries of more than one jurisdiction, a joint command of the affected jurisdictions should be established.

**Charges to the Requesting Party:**

1. Subject to the terms below, the Requesting Party agrees to compensate the Responding Party as outlined in this Agreement. The charges incurred by the Requesting Party will include the actual costs of salaries, overtime, materials, supplies, and other necessary expenses. Equipment cost will be at the rates specified in Appendix B.
2. A Responding Party shall not charge for assistance provided to the Requesting Party of this Agreement for the first twelve (12) hours of such assistance. If assistance provided under this Agreement continues for more than twelve (12) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided after the initial twelve-hour period, including salaries, overtime, materials and supplies and other necessary expenses; and the Requesting Party will reimburse the party providing assistance for that amount. Such compensation is not contingent upon the availability of federal or state government funds.
3. Invoice to the Requesting Party. Within ninety (90) days of the return to the home work station of all labor and equipment of the Responding Party, the Responding Party shall submit to the Requesting Party an invoice of all charges for assistance provided under this agreement as described in paragraph 2 above. Payment of any undisputed amount shall be paid to Responding party within 30 days.

**Discretionary Assistance:**

1. Providing assistance is entirely at the discretion of the Responding Party. The agreement to provide assistance is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon

receiving state or federal funds.

2. It is the express understanding of the Parties that the first priority of the Responding Party's fire department personnel is to provide fire protection within its respective jurisdiction. It is understood that the assistance contemplated in this Agreement shall be provided only if the fire department personnel requested to provide assistance can provide such assistance without jeopardizing the fire protection services within its respective jurisdiction.
3. This Agreement is intended to authorize requests for assistance only in emergency or other specifically requested situations. Nothing in this Agreement shall be construed as authorizing request for assistance for routine activities.

**Workers' Compensation:**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

**Damage to Equipment:**

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

**Liability:**

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting party agrees to indemnify and defend against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the Party of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.
3. Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. No Party waives any immunities or limits on liability it enjoys under Minnesota Statutes or common law.
4. The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating these reciprocal duties to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
5. No Party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

6. Failure to provide assistance will not result in liability of a Party.

**General Provisions:**

1. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Agreement, or their successors in office.
2. General Compliance. Both Parties agree to comply with all applicable federal, state and local laws and regulations governing any services provided under this Agreement.
3. Non-Discrimination. Both Parties agree to comply with the provisions of all applicable federal and state statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59.
4. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
5. Assignment. This Agreement is not assignable without the mutual written agreement of the Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating the subject matter hereof, whether oral or written.
7. Data Practices. The Parties agree that they will abide by the Minnesota Government Data Practices Act and all other statutes or provisions of law related to data practices, data management and records retention. Each Party shall remain the exclusive responsible authority for its own data management for responses to data requests and for all aspects of records retention for any and all data that is collected, created, received, maintained or disseminated by the Party as a result of any activity arising out of this Agreement.

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CITY OF SAINT PAUL

By: \_\_\_\_\_ Mayor or Designee

By: \_\_\_\_\_ Interim Fire Chief

By: \_\_\_\_\_ Assistant City Attorney, Approved as to Form

Date: \_\_\_\_\_

CAPITAL CITY REGIONAL FIREFIGHTERS' ASSOCIATION

By: \_\_\_\_\_  
Alan Newman, President  
Capital City Regional Firefighters' Association, Region 1

**Appendix:**

- A. Capital City Regional Firefighters' Association Region 1 Members
- B. Equipment Rates

**Appendix A**

**Capital City Regional Firefighters' Association Region 1 Members**

<b>1</b>	Apple Valley
<b>2</b>	Bayport
<b>3</b>	Burnsville
<b>4</b>	Cottage Grove
<b>5</b>	Eagan
<b>6</b>	Forest Lake
<b>7</b>	Hastings
<b>8</b>	Hugo
<b>9</b>	Inver Grove Heights
<b>10</b>	Lake Elmo
<b>11</b>	Lake Johanna
<b>12</b>	Lakeville
<b>13</b>	Lino Lakes
<b>14</b>	Little Canada
<b>15</b>	Lower St. Croix Valley
<b>16</b>	Mahtomedi
<b>17</b>	Maplewood
<b>18</b>	Marine on St. Croix
<b>19</b>	Mendota Heights
<b>20</b>	Miesville
<b>21</b>	New Brighton
<b>22</b>	Newport
<b>23</b>	North Saint Paul
<b>24</b>	Oakdale
<b>25</b>	Rosemount
<b>26</b>	Roseville
<b>27</b>	Saint Paul
<b>28</b>	St. Paul Park
<b>29</b>	Scandia
<b>30</b>	Stillwater
<b>31</b>	Vadnais Heights
<b>32</b>	White Bear Lake
<b>33</b>	Woodbury

**Appendix B**

**Equipment Rates**

Equipment	Description	Rate
Engine	Minimum 1250 GPM	\$170
Engine	Minimum 500 GPM	\$155
Engine/Tender	Minimum 1250 GPM - Minimum 2000 Gallons	\$175
Tender	Minimum 250 GPM - Minimum 1500 Gallons	\$140
Tender	No Pump - Minimum 1500 Gallons	\$130
Ladder truck		\$230
Ladder truck - Aerial platform		\$250
Heavy rescue		\$120
Brush truck with skid unit		\$70
Utility truck		\$35
Command SUV or Pick up		\$50
Command transit van		\$60
UTV with skid unit		\$50
UTV - Tracked with skid unit		\$55
Boat – No Motor	< 22'	\$20
Boat with motor	< 22'	\$30
Boat	> 22' with built in pump capacity	\$150
Airboat		\$60