

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES COAST GUARD STATION DULUTH AND THE
CITY OF DULUTH FIRE DEPARTMENT**

1. PARTIES. The parties to this Memorandum of Agreement (“MOA”) are the City of Duluth, Minnesota, Fire Department (“Duluth FD”) and the United States Coast Guard (“USCG”) Station Duluth (“STA Duluth”).

2. AUTHORITIES. This MOA is entered into under the authority of 14 U.S.C. § 141 which authorizes the United States Coast Guard (“USCG”) to avail itself of such officers and employees, advice, information, and facilities of any State or political subdivision thereof as may be helpful in the performance of its duties; and the Safety and Environmental Health Manual, COMDINST M5100.47, which authorizes shore units to establish agreements with civilian firefighting organizations to ensure that fire protection will be provided and to ensure that all parties are aware of their responsibilities.

3. PURPOSE OF AGREEMENT.

a. This MOA memorializes the terms under which DULUTH FD will provide firefighting services and shallow water search and rescue (“SAR”) assistance to STA DULUTH. This MOA is not a contract or a “mutual aid agreement,” as that term is defined in 44 CFR § 151.03(h).

4. RESPONSIBILITIES.

a) **STA DULUTH**

1) When requesting firefighting services or shallow water assistance from DULUTH FD, STA DULUTH shall:

- a. Contact DULUTH FD via phone call to 911 stating the nature and location of the request.
- b. Describe to DULUTH FD the nature and specific location of the emergency and the type of assistance needed (i.e. Fire Fighting or SAR assistance); and
- c. Provide DULUTH FD with the name of the Officer of the Day (“OOD”) (or a designated representative) and a means of communicating with that individual prior to DULUTH FD’s arrival on scene.

2) Upon arrival of Duluth FD at the scene, STA DULUTH:

- a. Direct DULUTH FD to the specific location of the emergency;
- b. Provide to DULUTH FD all information pertinent to the emergency response (e.g., class of fire, location of injured personnel, subject of search, immediate hazards, USCG actions taken, etc.);
- c. Designate an individual to liaise with DULUTH FD;

- d. In the case of firefighting, assist DULUTH FD'S response efforts as necessary (e.g., provide guides, establish communications, access spaces, etc.). Except in exigent circumstances, STA DULUTH shall take no firefighting response actions without consulting with DULUTH FD;
- e. In the case of shallow water SAR, STA DULUTH shall make request for services through method specified in 4.a.1.a above. STA DULUTH will maintain VHF-FM radio communications with DULUTH FD boat crew. If necessary STA DULUTH may provide personnel to assist with boat crew responsibilities aboard FD vessel.

b). DULUTH FD

- 1) Upon request for services by STA DULUTH, DULUTHFD shall dispatch, at its discretion, the necessary personnel and equipment to scene of the emergency;
- 2) After arrival on scene, the DULUTH FD shall:
 - a. Provide STA DULTH with the name of the individual who will direct DULUTH FD's operations on scene;
 - b. Maintain constant communication with STA DULUTH;
 - c. In the case of firefighting, conduct operations at its own direction. Also, DULUTH FD'S shall, at its own discretion, provide fire investigative services as requested by STA DULUTH.
 - d. In the case of shallow water SAR, DULUTH FD shall contact STA DULUTH upon receipt of request to obtain specifics of mission support request. Operations permitting, DULUTH FD shall provide requested services until released by STA DULUTH unless DULUTH FD operations require departure from scene. In the event of such action, DULUTH FD shall advise STA DULUTH prior to departure from scene.

5. READINESS AND PREVENTION.

- a. The parties agree to meet routinely in order to exchange information, address mutual concerns, and ensure readiness.
- b. STA DULTH and DULUTH FD agree to prepare a pre-fire plan biannually.
- c. DULUTH FD shall periodically inspect STA DULUTH for general fire safety and compliance with the local fire code. STA DULUTH shall grant access to DULUTH FD to conduct such inspections at a time and in manner that does not interfere with STA DULUTH operations.

6. REPORTING AND DOCUMENTATION.

- a. Following all emergency responses under this MOA, DULUTH FD shall forward a copy of an incident report in its customary format to STA DULUTH's point of contact listed below.

- b. Following each general safety/fire code compliance inspection, DULUTH FD shall report its findings to STA DULUTH.
- c. Communications between DULUTH FD and STA DULUTH to discuss the details of any incident, response to any incident, or recommended modifications to the terms of this MOA in order to improve response to future incidents shall be between the points of contact listed below.

7. REIMBURSEMENT FOR EXPENSES.

- a. 15 U.S.C. § 2210 allows a fire service that engages in the fighting of a fire on property which is under the jurisdiction of the United States to file a claim with the Director of the Federal Emergency Management Agency for certain expenses and losses incurred as a result of fighting the fire.
- d. Reimbursement under 15 U.S.C. § 2210, however, is limited by 44 CFR § 151.03(l) to the fighting of fires on real property in which the United States holds legal fee simple title. Because the USCG merely leases the real property on which STA DULUTH sits, the USCG anticipates that DULUTH FD will receive no reimbursement under 15 U.S.C. § 2210 for any emergency services it provides under this agreement.

8. POINTS OF CONTACT

- a. CG STATION DULUTH
Name and Rank: BMCM Kyle Dupree
Position: Officer in Charge
Phone: 218-529-3100
- b. DULUTH FIRE DEPARTMENT
Name and Rank: Shawn Krizaj
Position: Deputy Fire Chief
Phone: (218) 730-4394

9. CONFLICTS OF LAW. Nothing in this MOA is intended to conflict with current federal law, regulations, or the directives of the USCG or the department in which the USCG resides. Furthermore, nothing in this MOA is intended to conflict with the laws or regulations of State of Minnesota or the bylaws or directives of the Port of Duluth. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

10. AGENCY AND LIABILITY.

- a. DULUTH FD officers, agents, and employees shall not be deemed federal officers, agents, or employees of the federal government, as defined and provided for in Title 5, U. S. Code, for any purposes. No officer, agent, or employee of DULUTH FD shall be deemed to be a federal employee for the purposes of any law or regulation administered by the office of personnel management. No DULUTH FD officer, agent, or employee shall be entitled to any additional pay, allowance, or inducement from the federal government. Nothing in this MOA creates any employment status or requires the United States to provide any employment or disability benefits to any DULUTH FD officer, agent, or employee.

- b. The USCG's liability during any response contemplated by this agreement is as provided in the Federal Tort Claims Act ("FTCA"), at 28 U.S.C. § 2670.
- c. DULUTH FD officers, agents, and employees shall exercise reasonable care to prevent accidents, injury, or damage to persons and property. DULUTH FD agrees to indemnify and hold harmless the Government of the United States, its agencies and instrumentalities against all suits, actions, claims, costs or demands for death, personal injury and property damage to which the Government of the United States, its agencies, and its instrumentalities might be subjected to and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of DULUTH FD, its officers, its employees, or its agents in the performance of the activities contemplated by this agreement.

11. MODIFICATION. This MOA may be modified upon the written consent of parties.

12. EFFECTIVE DATE. This MOA becomes effective on the date is signed by both parties.

13. TERMINATION. The terms of this agreement will remain in effect until either party decides to terminate the agreement. Either party may terminate this agreement upon thirty days written notice to the other party. Parties will review the agreement every year and may mutually agree in writing to extend or modify the agreement. Modifications will be appended to each party's copy of the original agreement. The parties will determine at each review whether any modifications require the agreement to be rewritten

14. Approved By

CITY OF DULUTH

**UNITED STATES COAST GUARD
STATION DULUTH**

By _____
Mayor

By _____
Kyle Dupree, BMCM, USCG
Officer in Charge
STA DULUTH

Attest: _____
City Clerk

Date _____

By _____
Chief Administrative Officer

Countersigned:

City Auditor

Approved as to form:

City Attorney

