

MEMORANDUM OF AGREEMENT

BETWEEN

UNITED STATES COAST GUARD

AND

DULUTH FIRE DEPARTMENT

1. **PARTIES.** The parties to this memorandum of agreement (Memorandum) are the United States Coast Guard (USCG) and the City of Duluth acting by and through the Duluth Fire Department (collectively, the Parties).
2. **AUTHORITY.** The authority for this agreement is found in 14 U.S.C. § 701(b) and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series).
3. **PURPOSE.** The purpose of this Memorandum is to set forth the terms and conditions under which the Duluth Fire Department will provide fire protection and emergency medical, hazardous material, and confined space rescue services to United States Coast Guard Cutter (USCGC) *Spar*, located at 1201 Minnesota Ave, Duluth MN, 55802.
4. **RESPONSIBILITIES.**

The Coast Guard Cutter *Spar* will:

- a. Have a designated representative of USCGC *Spar* request fire or emergency medical equipment and personnel by telephone at 911.
- b. Ensure any request for aid under this agreement include a description by USCGC *Spar*'s representative of the type and nature of the fire or emergency to which response is requested, and specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel responding shall be determined by the Duluth Fire Department.
- c. Have a designated USCGC *Spar* representative provide an escort to meet the equipment and personnel and guide the Duluth Fire Department to the location where the emergency services are to be rendered.
- d. Allow, as an aid to implementing this agreement, members of the Duluth Fire Department to tour USCGC *Spar* and any structures for the purpose of preparing pre-fire plans. Access to the facility structures will be granted at least every 6 months for

the purpose of reviewing and updating pre-fire plans. Access must be arranged in advance with the Commanding Officer of USCGC *Spar* or his/her designated point of contact listed below.

- e. Upon the breakout of fire, energize the shipboard fire pumps, align the ship's firemain, rig firefighting hoses and charge the appropriate attack hoses for Duluth Fire Department's use upon arrival.

The Duluth Fire Department will:

- a. Upon receiving a call from USCGC *Spar*, dispatch firefighting and emergency medical services equipment and personnel to USCGC *Spar*, as determined and directed by the Duluth Fire Department.
 - b. Report to the location reported by USCGC *Spar*'s representative and be escorted by USCGC *Spar* personnel to the location of the emergency.
 - c. Ensure all actions of the Duluth Fire Department fire and rescue equipment and personnel in responding to the emergency are the sole direction of the Duluth Fire Department.
 - d. Following all emergency responses under this Memorandum, forward a copy of the incident report in its customary format to USCGC *Spar*'s point of contact shown below.
5. POINTS OF CONTACT. Points of contact (POCs) for each party to this Memorandum shall be:

For USCGC *Spar*:

Donald W. Rudnickas, LCDR
Commanding Officer
1201 Minnesota Ave.
Duluth MN, 55802
Phone: (218) 529-3131
Donald.W.Rudnickas@uscg.mil

Jason R. Wilson, CWO2
Engineer Officer
1201 Minnesota Ave.
Duluth, MN 55802
Phone: (210) 701-9864
Jason R. Wilson@uscg.mil

For Duluth Fire Department:

On-Duty Assistant Chief
602 W. 2nd St.
Duluth MN, 55802
Phone: (218) 730-4391
DFDAC@duluthmn.gov

6. OTHER PROVISIONS.

- a. The USCG is prohibited by law from entering into any indemnification agreements. However, the USCG may be liable for damage to or loss of property, personal injury, or death arising from official activity to the extent provided for and in the manner prescribed by the Federal Tort Claims Act or other applicable law.
- b. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the U.S. Coast Guard.
- c. The United States' liability for damage to or loss of property, personal injury, or death resulting from the official activities of the USCG shall be governed by relevant Federal statutes which might authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), the Military Claims Act (10 U.S.C. § 2733), and the governing Federal Regulations found at 33 CFR part 25.
- d. No agency relationship is created. Duluth Fire Department employees shall not be deemed Federal officers, or employees of the Federal government as defined and provided for in title 5, United States Code for any purposes. No employee of the Duluth Fire Department shall be deemed to be a Federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such Duluth Fire Department employee be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any Duluth Fire Department employee.

7. **EFFECTIVE DATE.** The terms of this agreement become effective upon the signature of the Parties.

8. **MODIFICATION AND REVIEW OF AGREEMENT.** This Memorandum may be modified by a written agreement signed by both original signatories or their successors in office.

9. **AVAILABILITY OF FUNDS.** Reimbursement to the Duluth Fire Department for the cost of firefighting on USCGC *Spar* is governed by 15 U.S.C. § 2210 and the implementing regulations set forth at 44 C.F.R. Part 151. Any such claim for reimbursement for firefighting costs may also include cost associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.

This Memorandum does not constitute an actual obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this Memorandum, is subject to the availability of funds pursuant to the DoD Financial Management Regulation and other applicable laws and regulations. No provision in this Memorandum will be interpreted to

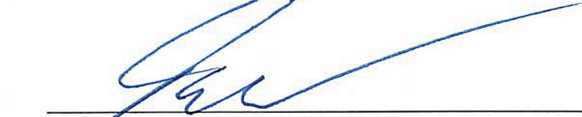
require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

10. **CONFLICTS OF LAW OR POLICY.** Nothing in the agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard or DHS or Duluth Fire Department. If a term of the agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of the agreement shall remain in full force and effect.
11. **TRANSFERABILITY.** This Memorandum is not transferable except with the written consent of the Parties. This Memorandum is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated personnel thereof.
12. **ENTIRETY OF THE AGREEMENT.** This Memorandum, consisting of 4 pages, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral on the subject.
13. **TERMINATION.** The terms of this Memorandum will remain in effect upon agreement of the Parties, not to exceed ten years past the Effective Date. This Memorandum can be terminated upon 30 days written notice by either party.

[Remainder of page intentionally left blank. Signature page to follow.]

14. APPROVING OFFICIALS.

UNITED STATES COAST GUARD



Donald W. Rudnickas, LCDR
Commanding Officer
USCGC *Spar* (WLB 206)

Date: 18 JUN 2026

CITY OF DULUTH

By: _____
Mayor (City Administrator with Delegated Authority)

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney