



INTRASTATE MUTUAL AID



COOPERATIVE AGREEMENT

THIS INTRASTATE MUTUAL AID COOPERATIVE AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN:

MN Department of Public Safety
Homeland Security and
Emergency Management
3925 Pheasant Ridge Dr NE
Blaine, MN 55449

AND

Jurisdiction/ City of Duluth Fire Department
Organization _____
Address: 602 W 2nd St

Duluth, MN 55802

Contact Person: Justin Koch

Contact Person: Shawn Krizaj

Phone: 651-627-3235

Phone: 218-428-4455

Email: eoc.staff.logistic@state.mn.us

E-mail: skrizaj@duluthmn.gov

INTRODUCTION:

The Minnesota Department of Public Safety, Homeland Security & Emergency Management (“HSEM”), pursuant to Minnesota Statutes, Section 12.27, coordinates emergency management and intrastate mutual aid for the State of Minnesota. In case of a disaster too great to be dealt with unassisted, a local political subdivision may dispatch equipment and personnel as considered necessary to combat that emergency or disaster outside their political subdivision to a requesting jurisdiction or agency. The assistance from other organizations may be in the form of personnel and/or other resources.

- Intrastate mutual aid has been implemented to assist the requesting jurisdiction or agency Dept. of Public Safety, Homeland Security and Emergency Management,
- In response to MNICS Interagency Type 3 Incident Management Team Deployment (disaster/event).
- HSEM has identified experienced and qualified public/private/special jurisdiction/tribal employees who are available to deploy and have agreed to assist with the response and recovery missions within the requesting jurisdiction, who have made official requests through the Duty Officer and/or State Emergency Operations Center (“SEOC”) and the mission has been approved by the Authorized Representative or their designee.
- Working conditions for responders may be sub-standard and/or primitive, with the need to provide assistance for extended hours during the week, weekends, and holidays. In some instances,

responders must be prepared to be self-sustained for several days. For each jurisdiction/organization (City/County/NGO/SJ/Tribe) participating in the response effort, the following intergovernmental agreement, non-governmental and tribal agreement must be executed.

TERMS AND CONDITIONS:

Authority:

Pursuant to Minnesota Statutes, Sections 12.27, 12.33, 12.331, and 12.351 HSEM and City of Duluth Fire Department (jurisdiction/organization) hereby establish this Agreement for utilization of personnel and/or resources under intrastate mutual aid for emergency or disaster relief assistance.

City of Duluth Fire Department (jurisdiction/organization), in the state of Minnesota, has agreed to assist HSEM with requesting jurisdiction/agency identified above.

The official period of deployment will commence on 03/31/2026 and ending on, or before, 12/31/2026.

No extensions of time will be granted without the written approval of both parties.

Employee status:

During the period of deployment, employee(s) listed in Attachment 1, shall remain employees of City of Duluth Fire Department (jurisdiction/organization), on detail as an employee(s) of their respective home jurisdiction/organization for purposes of intrastate mutual aid through HSEM. Employee(s) will continue to be paid by their home jurisdiction/organization and will continue to receive the same benefits from their home jurisdiction/organization; and will carry with them all workers compensation and employee. Benefits as if working at their home jurisdiction/organization. HSEM assumes no responsibility for City of Duluth Fire Department (jurisdiction/organization) employee(s) other than the obligation to coordinate activities through Minnesota Statutes Chapter 12, and to process expense reports through the reimbursement process. The employer or its employee(s), in consultation with HSEM, shall make and incur costs for all necessary logistical arrangements, including airline, lodging, per diem expenses and other necessary miscellaneous expenses.

Liability:

Employee(s) listed under this Agreement are deemed to be employees of their home jurisdiction/organization for the purposes of workers compensation and death benefits pursuant to Minnesota Statutes, Chapter 12.27, subd. 3(b) and 12.331.

Employee(s) listed under this Agreement shall be considered agents of the requesting jurisdiction for tort liability and immunity purposes; and no local jurisdiction, non-governmental organization, special jurisdiction, tribal officers or employees, or state employee rendering aid in the requesting jurisdiction pursuant to this Agreement shall be liable on account of any act or omission, performed in good faith on the part of such forces, while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. For purposes of this Agreement, "good faith" does not include intentional, willful, negligent or reckless acts or omissions.

Logistics:

The employee(s) will coordinate through HSEM on reporting locations, shifts, hours worked, mission status/changes, purchases, injury/accidents, and personal accountability reports. Employee(s) will also provide HSEM with emergency contact information. HSEM will provide the jurisdiction/organization updates, deployment contact information, and accountability reports throughout the period of deployment.

Command and Control:

While deployed, employee(s) of City of Duluth Fire Department (jurisdiction/organization) come under the operation control of the requesting jurisdiction but will remain under the command/control of their home jurisdiction/organization at all times. If, at any time City of Duluth Fire Department (jurisdiction/organization) wishes to recall their resources, they shall notify HSEM to coordinate withdrawal of resources and return to their respective home jurisdiction/organization.

Equipment:

Limited resources may be available in the affected area. Assistance requests assume that personnel deployed under this agreement will provide the necessary equipment needed to perform the assigned task(s).

Reimbursement:

If a cost amount is provided to the requesting jurisdiction in an initial offer of assistance, then it is to be used as an estimate only. The final amount may be higher or lower depending on actual costs.

Within 30 days of the termination/demobilization of an individual deployment, City of Duluth Fire Department (jurisdiction/organization) shall complete and submit to HSEM a MN Intrastate Reimbursement Summary Form R-2, a copy of the resource order, and all supporting documentation.

All wage calculations shall start at zero hours at the beginning of the deployment.

Reimbursement shall be requested for actual costs incurred under this deployment including compensation (to include overtime pay), benefits, travel, lodging, and expenses, subject to any and all limitations applicable to the employee under the (jurisdiction/organization) existing contracts, policies, and unions, government vehicle and equipment cost(s), including any uninsured loss/damage, or expense incurred in the operation of the equipment.

HSEM shall be responsible for requesting reimbursement for eligible expenses from the requesting jurisdiction through the MNCIS Master Cooperative Agreement and MNCIS Financial Operating Plan. Upon receipt and acceptance of the reimbursement from the requesting jurisdiction, HSEM will provide reimbursement to the jurisdiction/organization in a final amount for the authorized expenses claimed on MN Intrastate Reimbursement Summary Form R-2, within 30-days of receiving the reimbursement from the requesting jurisdiction.

Release of information relating to operations:

Minnesota Statutes Chapter 13, Minnesota Government Data Practices Act, applies to HSEM and all data created collected, received, stored, used maintained or disseminated by association with this deployment, directly or indirectly. If Jurisdiction/Organization receives a request to release data, Jurisdiction/Organization must immediately notify and consult with the designated HSEM Authorized Representative or Public Information Officer from the Minnesota Department of Public Safety as to how to respond to the request. Jurisdiction/Organization will not make direct statements to the public or news media unless authorized by HSEM. All information shall be vetted and approved for release and shall comply with applicable law.

ALTERATIONS AND AMENDMENTS:

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION:

Either party may termination this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____
(Sign)

Name: Allison Farole

Title: Director

Homeland Security and Emergency Management
(Agency/Division)

DATE: _____

CITY OF DULUTH

By: _____
Mayor (City Administrator per Delegated Authority)

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

ATTACHMENT 1 – Authorized Employees

	Name	Organization	Rank/Title
1	Shawn Krizaj	City of Duluth Fire Department	Fire Chief
2	Damon Laurion	City of Duluth Fire Department	Assistant Chief-Training
3	Ben Evans	City of Duluth Fire Department	Fire Equipment Operator
4		City of Duluth Fire Department	
5		City of Duluth Fire Department	
6		City of Duluth Fire Department	
7		City of Duluth Fire Department	
8		City of Duluth Fire Department	
9		City of Duluth Fire Department	
10		City of Duluth Fire Department	
11		City of Duluth Fire Department	
12		City of Duluth Fire Department	
13		City of Duluth Fire Department	
14		City of Duluth Fire Department	
15		City of Duluth Fire Department	
16		City of Duluth Fire Department	
17		City of Duluth Fire Department	
18		City of Duluth Fire Department	
19		City of Duluth Fire Department	
20		City of Duluth Fire Department	
21		City of Duluth Fire Department	
22		City of Duluth Fire Department	
23		City of Duluth Fire Department	
24		City of Duluth Fire Department	
25		City of Duluth Fire Department	