

**MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD SECTOR ST. PETERSBURG
AND HERNANDO COUNTY FIRE AND EMERGENCY SERVICES
REGARDING STANDARD OPERATING PROCEDURES WHEN TRAINING
OR OPERATING IN SUPPORT OF COAST GUARD MARITIME SEARCH
AND RESCUE AND OTHER COAST GUARD MISSIONS**

1. **PARTIES:** The parties to this agreement are United States Coast Guard (USCG) Sector St. Petersburg and Hernando County Fire and Emergency Services collectively referred to as (“the Parties”).

2. **AUTHORITY:** This agreement is authorized under the provisions of:
 - a. 14 U.S.C. § 504(a)(20), which authorizes the Coast Guard to enter into cooperative agreements with other Government agencies and the National Academy of Sciences.

 - b. 14 U.S.C. § 701(b), which authorizes the Coast Guard to avail itself of such Officers and employees, advice, information, and facilities of any Federal agency, State, Territory, possession, or political subdivision thereof, or the District of Columbia as may be helpful in the performance of its duties.

3. **PURPOSE:** The purpose of this agreement is to outline the tactics and training that the parties will follow in support of maritime search and rescue (SAR) responses and other Coast Guard missions. The goal of this agreement is to standardize training, foster interagency relationships, promote the effective use of personnel, encourage cooperative effort, and ensure the timely interchange of information to permit proper planning, communication, and execution of maritime responses.

4. **REFERENCES:**
 - a. 33 CFR 153.103(n). Federal On-Scene Coordinator.

 - b. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, April 2018.

 - c. COMDTINST M16130.2F, U.S. Coast Guard Addendum to the U.S. National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual.

5. **RESPONSIBILITIES:**
 - a. **The United States Coast Guard:**

- 1) All maritime SAR operations involving the Coast Guard will be under the tactical control of Sector St. Petersburg as the SAR Mission Coordinator (SMC) per authorities stated above in Paragraph 2. Situations involving a missing person, death, drowning or accident will be coordinated by the appropriate local incident commander in accordance with current procedures. When Hernando County Fire and Emergency Services is responding to assist in joint operations, the Sheriff will work within one unified command post and coordinate communications or operations in accordance with the incident command system.
- 2) Any pollution or hazmat response required, as a result of a maritime related casualty, such as a vessel fire, or a vessel or aircraft sinking, will be coordinated through Sector St. Petersburg. Responding agencies will acknowledge that Sector St. Petersburg is the pre-designated Federal On-Scene Coordinator and local incident commander as specified in the National Contingency Plan/Area Contingency Plan. When Hernando County Fire and Emergency Services is responding to assist in joint operations, they will work within one unified command post and coordinate communications and operations with the local incident commander, in accordance with the incident command system. State notifications will be made in accordance with existing policies and guidelines.
- 3) Sector St. Petersburg will verify, make available, and provide initial standardized training and annual refresher training to members of the Hernando County Fire and Emergency Services marine and aviation units. The training will include, but is not limited to, SAR, search planning methods, personal protective equipment (PPE), and execution of search patterns.
- 4) Sector St. Petersburg will support Hernando County Fire and Emergency Services marine units in the event of a maritime fire. Fires onboard vessels moored or anchored within the respective fire department's district (Area of Responsibility) or on waters adjacent to the appropriate fire district will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 5) Fires onboard vessels underway or anchored outside the local fire district will be under the control of USCG Sector St. Petersburg and coordinated with the chief of the closest fire department and the Hernando County Sheriff's Department marine police unit. State notification will be as per existing policies and guidelines.

b. State, local or individual agency:

- 1) All Hernando County Fire and Emergency Services vessels and/or aircraft operations in support of USCG missions, including prerequisite training, will be conducted in accordance with the guidance and training received from the USCG. Accordingly, Hernando County Fire and Emergency Services vessels and/or aircraft and crew will attend initial standardized training and annual refresher training provided by the local USCG Stations, or as validated by Sector St. Petersburg regarding maritime SAR. Without such training, the Hernando County Fire and Emergency Services asset cannot be used within the USCG's Search and Rescue

Operations (SAROPS) program for determining “Probability of Success.” The asset may be considered an invalid asset for support to the USCG’s SAR mission due to an increased risk through invalidated training.

- 2) All Hernando County Fire and Emergency Services vessel and/or aircraft operations, including training, are expected to comply with the proper PPE standards based on the prevalent conditions as addressed during training and listed on the risk/hazard assessment. Hernando County Fire and Emergency Services will be responsible for establishing, procuring, training, and enforcing use of their PPE. This includes wearing lifejackets at all times when operating, or serving as a crewmember on an agency vessel, and wearing other relevant PPE on an aircraft.
- 3) Fires onboard vessels moored or anchored within the respective fire department’s district (Area of Responsibility) or on waters within the appropriate fire district, according to local boundaries, will be under the control of the local fire chief in charge. State notification will be as per existing policies and guidelines.
- 4) Anytime Hernando County Fire and Emergency Services vessel and/or aircraft is underway, and engaged in operations under the tactical control of Sector St. Petersburg, communications will be shifted to the Coast Guard On-Scene Coordinator or nearest Coast Guard unit for monitoring and a communication schedule will be established. If encrypted AIS is deployed, then the Hernando County Fire and Emergency Services vessels and/or aircraft should use encrypted mode (Secured TX) as the default operating mode.
- 5) Any pollution or hazmat response required as a result of a maritime related casualty, such as a vessel fire or a vessel or aircraft sinking, will be coordinated through Sector St. Petersburg. Responding agencies will acknowledge that Sector St. Petersburg is the pre-designated Federal On-Scene Coordinator and local incident commander as specified in the National Contingency Plan/Area Contingency Plan. When Hernando County Fire and Emergency Services is responding to assist in joint operations, they will work within one unified command post and coordinate communications/operations with the local incident commander in accordance with the incident command system. State notifications will be made in accordance with existing policies and guidelines.

c. Diving Agencies:

- 1) Diving operations at scenes of accidents, drowning, or missing persons will be conducted under the coordination of the Incident Commander in the jurisdiction in which the event occurs. State notification will be made in accordance with existing policies and guidelines.

6. POINTS OF CONTACT:

**Commander,
USCG Sector St. Petersburg
600 8th AVE SE
St. Petersburg, FL 33701**

**Officer In Charge,
USCG Station Yankeetown
5800 Riverside DR
Yankeetown, FL 34498**

**Hernando County,
Fire and Emergency Services
15470 Flight Path Drive
Brooksville, FL 34604**

(727) 824-7506
D07-DG-SSP-CMD
CENTER@uscg.mil

(352) 447-6900
Kyle.K.Suga@uscg.mil

(352) 754-6830
PHasenmeier@hernandocounty.us

7. **CONFLICT OF LAW**: Nothing in this agreement is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security or the Hernando County Fire and Emergency Services listed in this agreement. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
8. **REIMBURSEMENT**: The parties understand that this agreement does not obligate any signatory to pay or reimburse another for any activities undertaken pursuant to this agreement, if any, unless such payment reimbursement is approved in advance in accordance with applicable Federal procurement regulations. Absent such prior approval, each entity listed shall bear its own costs incurred while providing assistance, including, but not limited to, costs related to fuel, maintenance, personnel costs, or post-assistance actions. Nothing herein, however, shall be construed as limiting an entity's ability to seek or receive grants or other funding from the Federal government, State government, the subject of the response, or another source as applicable by law.
9. **NO AGENCY CREATED**: No agency relationship is created by this agreement. Non-Federal personnel shall not be deemed Federal officers, employees of the Federal government, as defined and provided for in Title 5 of the *United States Code*, for any purposes. They shall not be deemed a Federal employee for the purposes of any law or regulation administered by the Federal Office of Personnel Management, nor shall any such member listed be entitled to any additional pay, allowance, or inducement from the Federal government. Nothing in this agreement creates any employment status or requires Sector St. Petersburg to provide any employment or disability benefits to any employee.
10. **INDEMNIFICATION**: The USCG does not agree to indemnify the Hernando County Fire and Emergency Services, or its member(s), for any matter arising out of activities related to this agreement; as such, a promise would violate Federal law. See 31 U.S.C. § 1341.
11. **EFFECTIVE DATE**: The terms of this agreement will become effective upon execution of this memorandum and upon written acceptance all signatures on this agreement.
12. **MODIFICATION**: This agreement may be modified upon mutual written consent of the parties.
13. **TERMINATION**: The terms of this agreement, as modified with the consent all applicable parties,

will remain in effect, unless terminated by either party, for two years from the date signed. The agreement may be extended by mutual written agreement of the parties. Either party, upon 14 days written notice to the other party, may terminate this agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Hildi Kuppe, Deputy Clerk

Douglas R. Chorvat, Jr.
Hernando County Clerk of Circuit Court &
Comptroller



[Signature]
John Allocco, Chairman

02/14/2023

Approved as to Form and Legality:

[Signature]
Assistant County Attorney

UNITED STATES OF AMERICA
DEPARTMENT OF HOMELAND SECURITY
U.S. COAST GUARD

[Signature]

Michael P. Kahle
Captain, U.S. Coast Guard
Commander, Sector St. Petersburg
Date: _____