

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES COAST GUARD
AND
THE CITY OF PASCAGOULA FIRE DEPARTMENT
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

1. **PARTIES.** The parties to this memorandum of agreement (MOA) are the United States Coast Guard (USCG) and the City of Pascagoula Fire Department (collectively, the Parties).
2. **AUTHORITY.** The authority for this agreement is found in 14 U.S.C. § 141 and the Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series).
3. **PURPOSE.** The purpose of this MOA is to set forth the terms and conditions under which the City of Pascagoula Fire Department shall provide fire protection and emergency medical, hazardous material, and confined space rescue services to United States Coast Guard Cutter (USCGC) JACOB POROO, located at 100 Singing River Island, Pascagoula MS. All aforementioned services will be provided to all spaces on board to include ammunition and magazine spaces.
4. **RESPONSIBILITIES.**

Coast Guard

- a. A designated representative of USCGC JACOB POROO shall request fire or emergency medical equipment and personnel by telephone at (228) 762-3066. If the primary telephone number is inoperative or unavailable for any reason, 911 is the alternate number.
- b. Any request for aid under this agreement shall include a description by USCGC JACOB POROO representative of the type and nature of the fire or emergency to which response is requested, and shall 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 City of Pascagoula Fire Department.
- c. A designated USCGC JACOB POROO representative shall provide an escort to meet the equipment and personnel and guide the City of Pascagoula Fire Department to the location where the emergency services are to be rendered.
- d. As an aid to implementing this agreement, members of the City of Pascagoula Fire Department will be allowed to tour USCGC JACOB POROO 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 JACOB POROO or his/her designated point of contact listed below.

City of Pascagoula Fire Department

- a. Upon receiving a call from USCGC JACOB POROO, the City of Pascagoula Fire Department shall dispatch firefighting and emergency medical services equipment and personnel to USCGC JACOB POROO, as determined and directed by the City of Pascagoula Fire Department.
- b. City of Pascagoula Fire Department equipment and personnel shall report to the location reported by USCGC JACOB POROO representative, and shall be escorted by USCGC JACOB POROO personnel to the location of the emergency.
- c. All actions of the City of Pascagoula Fire Department fire and rescue equipment and personnel in responding to the emergency shall be at the sole direction of the City of Pascagoula Fire Department.
- d. All equipment used by the City of Pascagoula Fire Department in carrying out this agreement shall, at the time of action hereunder, be owned by and/or under the control of the City of Pascagoula Fire Department, or shall be employed by the City of Pascagoula Fire Department in accordance with a Mutual Aid Agreement independent of this MOA. All personnel acting for the City of Pascagoula Fire Department under this MOA shall, at the time of such action, be an employee or volunteer member of the City of Pascagoula Fire Department or acting in accordance with an existing Mutual Aid Agreement independent of this MOA.
- e. Following all emergency responses under this MOA, the City of Pascagoula Fire Department shall forward a copy of the incident report in its customary format to USCGC JACOB POROO point of contact shown below.

5. POINTS OF CONTACT.

Points of contact (POCs) for each party to this MOA shall be:

For USCGC JACOB POROO:
Dustin F. Lawrey, MKC
Engineer Petty Officer
100 Singing River Island
Pascagoula, MS 39595
228-769-5642
dustin.f.lawrey@uscg.mil

For the City of Pascagoula Fire Department:
Hylar Krebs
Fire Chief
1707 Jackson Ave.
Pascagoula, MS 39595
228-762-1901
wkrebs@cityofpascagoula.com

6. OTHER PROVISIONS.

- a. Reimbursement to the City of Pascagoula Fire Department for the cost of firefighting on USCGC JACOB POROO is governed by section 2210, title 15, United States Code (U.S.C.), and the implementing regulations set forth in title 44, part 151, of the Code of Federal Regulations (CFR). Any such claim for reimbursement for firefighting costs might also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.

- b. The USCG shall defend, indemnify, and hold its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.).
- c. 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.
- d. 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.
- e. No agency relationship is created. City of Pascagoula 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 City of Pascagoula 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 City of Pascagoula 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 City of Pascagoula Fire Department employee.
- f. 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 City of Pascagoula Fire Department. 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 agreement shall remain in full force and effect.

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

8. MODIFICATION. This MOA can be modified by a written agreement signed by both original signatories, and their successors in office.

9. TERMINATION. This MOA can be terminated upon 30 days written notice by either party.

APPROVED BY:

UNITED STATES COAST GUARD

PASCAGOULA FIRE DEPARTMENT

George W. Sohn, LT
Commanding Officer
USCGC JACOB POROO

Hyer Krebs
Fire Chief, Pascagoula Fire Department

Date: _____

Date: _____