

COUNCIL OF THE COUNTY OF MAUI
POLICY COMMITTEE

December 2, 2011

Committee
Report No. _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Policy Committee, having met on November 16, 2011, makes reference to County Communication 11-273, from the Chief of Police, transmitting a proposed bill entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES COAST GUARD, FOURTEENTH DISTRICT, REGARDING SEARCH AND RESCUE NOTIFICATION, COORDINATION, AND EXECUTION".

The purpose of the proposed bill is to authorize the Mayor to enter into an intergovernmental agreement with the United States Coast Guard, Fourteenth District ("Coast Guard") for coordinated civil and military search and rescue support. County coordination and support would be provided through its Department of Fire and Public Safety; Department of Police; and Department of Parks and Recreation, Aquatics Division (including its Ocean Safety personnel).

The intergovernmental agreement, attached as an exhibit to the proposed bill, sets forth the terms by which the County and the Coast Guard will coordinate such support "to prevent death or injury to persons and loss or damage to property in the mutual geographic area of responsibility."

Senior Chief Petty Officer Jay Rudometkin, Coast Guard, advised your Committee that the intergovernmental agreement memorializes work that is already taking place by verbal agreement. Along with representatives from the relevant County departments, he confirmed that the departments and the Coast Guard have very good working relationships, and that the intent of the agreement is to ensure that the existing arrangement continues into the future.

Your Committee discussed the responsibilities of the various parties under the agreement, and their respective jurisdictions. Your Committee noted that it was helpful to understand the status of such responsibilities, but expressed surprise that such vital functions have been performed without a written agreement for the past several years.

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Your Committee recommended that the proposed bill be revised to incorporate nonsubstantive revisions.

Your Committee voted 9-0 to recommend passage of the revised proposed bill on first reading and filing of the communication. Committee Chair Hokama, Vice-Chair Carroll, and members Baisa, Cochran, Couch, Mateo, Pontanilla, Victorino, and White voted "aye".

Your Committee is in receipt of a revised proposed bill, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

Your Policy Committee RECOMMENDS the following:

1. That Bill _____ (2011), as revised herein and attached hereto, entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES COAST GUARD, FOURTEENTH DISTRICT, REGARDING SEARCH AND RESCUE NOTIFICATION, COORDINATION, AND EXECUTION", be PASSED ON FIRST READING and be ORDERED TO PRINT; and
2. That County Communication 11-273 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



G. RIKI HOKAMA, Chair

ORDINANCE NO. _____

BILL NO. _____ (2011)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES COAST GUARD, FOURTEENTH DISTRICT, REGARDING SEARCH AND RESCUE NOTIFICATION, COORDINATION, AND EXECUTION

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

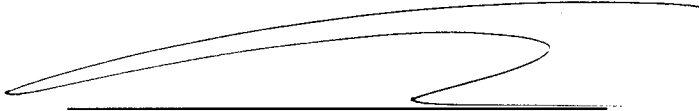
SECTION 1. Purpose. The County of Maui and United States Coast Guard wish to enter into an Intergovernmental Agreement entitled "Memorandum of Agreement Between the County of Maui and the United States Coast Guard, Fourteenth District, Regarding Search and Rescue Notification, Coordination, and Execution" ("Memorandum of Agreement") to establish a contractual relationship between the parties to coordinate and execute civil and military search and rescue support, in addition to the purposes outlined in Section III of the Memorandum of Agreement. A copy of the proposed Memorandum of Agreement is attached hereto and incorporated by reference herein as Exhibit "1".

Section 2.20.020 of the Maui County Code provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the County or any department or agency thereof.

SECTION 2. Authorization. The Council hereby authorizes the Mayor to execute the Memorandum of Agreement, all other necessary documents relating to the Memorandum of Agreement, and any amendments thereto.

SECTION 3. Effective Date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



SCOTT K. HANANO
Deputy Corporation Counsel
County of Maui

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**MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF MAUI AND THE UNITED STATES COAST GUARD,
FOURTEENTH DISTRICT, REGARDING SEARCH AND RESCUE
NOTIFICATION, COORDINATION, AND EXECUTION**

I. **PARTIES.** The parties to this Agreement are the County of Maui (County) through the Department of Fire and Public Safety (DOFAPS), Ocean Safety and Lifeguard Services Division (Ocean Safety), Maui Police Dispatch Center, and the United States Coast Guard (USCG) through the USCG Fourteenth District Joint Rescue Coordination Center Honolulu (JRCC Honolulu), and United States Coast Guard Sector Honolulu (Sector Honolulu).

II. **AUTHORITY.** This Agreement is authorized under the provisions of

- A. Hawaii Revised Statutes §199-3, Article III, subparagraph (3) & (5)
- B. Charter of the County of Maui §7-5.16, Maui County Code § 2.20.020
- C. 14 U.S. Code 2, 88, 93(a)(20) and 141
- D. 33 CFR 1.01-1
- E. National Search and Rescue Plan of the United States, 2007
- F. National Response Framework (NRF), January 2008
- G. International Aeronautical and Maritime Search and Rescue (IAMSAR) Manual, 2008 Edition
- H. United States National Search and Rescue Supplement to the International Aeronautical and Maritime Search and Rescue Manual, May 2000
- I. U. S. Coast Guard Addendum to the National SAR Supplement (CGADD), COMDTINST M16130.2D, 29 Apr 2004
- J. Fourteenth Coast Guard Standard Operating Procedures, 2008
- K. Homeland Security Presidential Directive 5 (HSPD-5) and Homeland Security Presidential Directive 8 (HSPD-8).
 - 1. HSPD-5 establishes a single, comprehensive national incident management system.
 - 2. HSPD-8 requires a national domestic all-hazards preparedness goal, establishes mechanisms for improved delivery of Federal preparedness assistance to State and local governments, and outlines actions to strengthen preparedness capabilities of Federal, State, and local entities.

III. **PURPOSE AND OBJECTIVE.** The purpose of this Agreement is to set forth terms by which DOFAPS, Ocean Safety, Maui Police Dispatch, JRCC Honolulu, and Sector Honolulu will coordinate and execute civil and military Search and Rescue (SAR) support in order to prevent death or injury to persons and loss or damage to property in the mutual geographic area of responsibility. Each party brings unique capabilities and talents to conduct SAR. While both USCG and County have capable air assets, Ocean Safety and DOFAPS also provide highly capable surface assets with excellent local knowledge, quick response time, and the ability to operate safely in local surf conditions. The USCG provides the capability to conduct comprehensive computer based drift modeling and optimal SAR planning utilizing the best available

environmental data, day and night SAR operations, long range and extended endurance operations with surface and air assets, and distress broadcasts over VHF radio to notify nearby "Good Samaritans" and port partners to also render assistance. The objective of this agreement is to provide an instrument by which the parties will render timely notification and cooperative assistance to one another while conducting SAR missions.

IV. DEFINITION OF COMMON TERMS.

It is crucial that all personnel involved in SAR responses be aware of the differing incident management systems and terminology used by the parties to this Agreement.

- A. The "SAR Coordinator" (SC) ensures SAR operations are coordinated efficiently through the use of available SAR resources. To achieve this, SCs may make SAR agreements with federal, state, local, and private agencies, providing for the maximum practicable cooperation. In the USCG, the SC is usually the District Commander.
- B. "Rescue Coordination Center" (RCC) personnel usually function as "SAR Mission Coordinator" (SMC) and control and coordinate SAR operations within an assigned Search and Rescue Region (SRR). In the USCG, the RCC is normally a function of the District Command Center.
- C. SMC manages USCG SAR missions and coordinates resources. The SMC manages the overall response to a SAR incident and should be the organization or unit best prepared to lead and coordinate the SAR response. SMC will normally be kept at the lowest level of the operational chain of command that can effectively coordinate the response. SMC shall always be identified and communicated to all organizations involved in SAR efforts.
- D. "Incident Commander" (IC) is established by the first County agency to respond and who is initially responsible for overall management of the incident. IC duties may be transferred to a more qualified agency as the response evolves according to ICS system guidelines and protocols.
- E. "On Scene Coordinator" (OSC) conducts SAR mission on scene using the resources available. An OSC has operational control of search assets on scene. OSC coordinates and communicates SAR tasking, progress and requests for additional resources to the IC who manages the incident per ICS system guidelines and protocols.
- F. The Maui Police Dispatch Center serves as the County central communication center and initial point-of contact when requesting County resources. The Maui Police Dispatch Center can provide and coordinate communications between agencies involved in the SAR.

V. AGREEMENT TERMS:

A. RESPONSIBILITIES:

1. The County, through DOFAPS and Ocean Safety, is responsible for protecting and preserving life, the environment and property from fires, multifarious emergencies, and near shore ocean use, as well as SAR within the state waters of Maui County including Maui, Molokai, Lanai and Kahoolawe (out to three nautical miles) and over the landmass of Maui, Molokai, Lanai and Kahoolawe within its municipal jurisdiction.
2. DOFAPS performs the County's fire fighting and rescue work in order to protect and preserve life, environment and property. DOFAPS responds to emergency medical and hazardous material incidents, as well as performs rescues on land and at sea in order to save lives, property and the environment.
3. Ocean Safety is the County's primary responder to emergencies arising on the beach and in near shore waters and is responsible for ocean safety training and related educational and risk reduction programs.
4. The USCG is recognized under the National Search and Rescue Plan as the SAR Coordinator for the aeronautical and maritime United States Search and Rescue Regions (SRRs) including the State of Hawaii, as well as waters over which the United States has jurisdiction such as the navigable waters of the United States.
5. JRCC Honolulu is an internationally recognized facility with the responsibility to promote efficient organization of SAR services in order to coordinate maritime and aeronautical SAR operations in Honolulu SRR. JRCC Honolulu is responsible for domestic and international civil SAR coordination in this recognized U.S. aeronautical and maritime SRR which coincides with the ocean environment, including Hawaii. With regard to the State of Hawaii, JRCC Honolulu is the designated SMC for aeronautical SAR in the oceanic and inland region, and maritime SAR in waters over 200 nautical miles from the main Hawaiian Islands. Sector Honolulu is a subordinate command of JRCC Honolulu and is delegated the SMC responsibility for maritime SAR within the 200 nautical mile waters of the main Hawaiian Islands.
6. JRCC Honolulu, Sector Honolulu, or its authorized representative, upon receipt of any SAR notifications within County jurisdiction shall make timely notification to the County.
 - A. Upon receipt of a request for SAR assistance from JRCC Honolulu and/or Sector Honolulu, the County shall:
 - i. Determine if DOFAPS and/or Ocean Safety equipment and personnel are available to respond to the request for assistance;

- ii. Gather the following information from USCG: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested.
 - iii. Identify and initiate appropriate County response and liaise with JRCC Honolulu and/or Sector Honolulu, as appropriate, to best protect and serve the people of Hawaii.
7. The County, upon receipt of any maritime SAR notification, shall make timely notification to the Coast Guard, Sector Honolulu.
- A. Upon notification of any maritime SAR and/or receipt of a request for SAR assistance from the County, Sector Honolulu shall:
 - i. Determine if Coast Guard equipment and personnel are needed and available to respond;
 - ii. Gather the following information from the County: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and if/what assistance is being requested.
 - iii. Identify and initiate appropriate USCG response and liaise with the County as appropriate to best protect and serve the people of Hawaii.
8. If the County's IC or other authorized representative deems the incident to be beyond the ability of County resources to quickly resolve, including an unresolved SAR incident in which search efforts are continuing beyond 60 minutes, or anytime USCG assistance is desired, the County shall make timely notification to:
- A. Sector Honolulu for incidents involving maritime SAR;
 - B. JRCC Honolulu for incidents involving inland and aeronautical SAR; and
 - C. Gather the following information and provide to USCG: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested.
9. All aeronautical and inland SAR notifications and/or requests for assistance by the County shall be directed to JRCC Honolulu who shall:
- A. Determine if USCG or Department of Defense (DOD) equipment and personnel are available to respond to the request for assistance;

- B. Gather the following information from the County: reporting source contact information, time, nature, and location of distress, number of persons and type of property in distress, and what assistance is being requested.
- C. Identify and initiate appropriate USCG response and liaise with the County as appropriate, to best protect and serve the people of Hawaii.

B. GENERAL TERMS:

1. Timely response will be initiated, if feasible, to any known situation in which the mariner or aviator is in imminent danger. This response may be initiated by USCG, USCG Auxiliary; or other federal, private, state, local, or commercial entity resources. USCG resources normally do not provide immediate assistance to non-distress circumstances if alternative assistance is available. A USCG resource may assist in a non-distress situation when no higher priority missions exist and no other capable resource is reasonably available.
2. The party requesting SAR assistance under this Agreement shall initially be designated as IC/SMC and ensure a representative or unit on scene is designated as the On-Scene Coordinator (OSC). The OSC shall direct the use of assets and personnel at the scene; however, each agency retains overall supervisory control of its own personnel and equipment on scene.
3. When the search object is located and the recovery phase is complete with no other SAR issues pending, the request for SAR assistance shall be considered closed.
4. When search operations identify floating debris or submerged vessels, notifications of this shall be made to the other agencies SCs, including the description and projected direction of drift, as to not cause further unnecessary SAR missions.
5. When the search object is not located, each party shall communicate with all parties involved their continuing search effort intentions. Where response protocols or asset capabilities between agencies are not aligned, close coordination will help avoid conflicts and misunderstandings.
6. A lead agency shall be identified to interact with family and friends of victims during the course of SAR operations. The agency best suited shall personally ensure notifications are made and interaction established with the next of kin (NOK) at the earliest possible time. The organization handling NOK notifications should update all parties involved on major milestones or requests made by the NOK.
7. Bi-annual training evolutions between the parties of this Agreement shall be conducted to review incident notification procedures, communications protocol and on scene asset management.

8. Whenever deemed advisable, the senior official or an authorized representative from the parties to this Agreement shall inform the other parties of any developing SAR cases under their jurisdiction irrespective of the intent to request SAR assistance.
9. It shall not be mandatory to render SAR assistance under this Agreement, and the parties assume no responsibility for failing to respond to request for SAR assistance or for the failure of equipment or personnel in any particular instance where assistance is rendered.
10. Unless otherwise provided, any cost incurred by a party to this Agreement in furnishing SAR assistance, for or on behalf of another party, shall be borne by the party providing the assistance.

VI. POINTS OF CONTACT.

The Department of Fire and Public Safety
200 Dairy Road
Kahului, HI 96732
808-270-7561

Maui Police Department
911 Dispatch Center

Maui Ocean Safety & Lifeguard Services Division

U.S. Coast Guard District Fourteenth (drm)
300 Ala Moana Blvd. Ste. 9-221
Honolulu, HI 96850
808-535-3331

D14 Command Center/JRCC Honolulu
808-535-3333
JRCCHonolulu@uscg.mil

U.S. Coast Guard Sector Honolulu (sr)
400 Sand Island Parkway
Honolulu, HI 96819
808-842-2661

Sector Honolulu Command Center
808-842-2600
SCCHonolulu@uscg.mil

- VII. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current laws, regulations or directives of the United States Coast Guard, Department of Homeland Security, County of Maui, and State of Hawaii. 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.
- VIII. EFFECTIVE DATE: This Agreement shall be effective upon the date of final signature with an indefinite duration unless extended, modified, or terminated in accordance with the terms below.
- IX. REVIEW TERMS: This Agreement shall be periodically reviewed at intervals of not more than three years.
- X. MODIFICATION: This Agreement may be modified upon the mutual written consent of the parties.
- XI. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect unless modified by mutual Agreement or terminated after a 30 day notice period from either party. The Agreement may be extended by mutual written agreement of the parties.
- XII. THIRD PARTY RIGHTS AND BENEFITS CLAUSE: Nothing in this Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law against the United States, its agencies, its officers, or any person.

APPROVED BY:

 ALAN M. ARAKAWA
 MAYOR
 COUNTY OF MAUI

 DATE

 RADM CHARLES W. RAY, USCG
 COMMANDER,
 FOURTEENTH COAST GUARD DISTRICT

 DATE

APPROVED AS TO FORM AND LEGALITY

SCOTT K. HANANO
Deputy Corporation Counsel
COUNTY OF MAUI

DATE