SHIPBOARD FIRE PREVENTION AND FIRE MARSHAL



COMDTINST 9091.1A April 2024





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COMDTINST 9091.1A 23 APR 2024

COMMANDANT INSTRUCTION 9091.1A

Subj: SHIPBOARD FIRE PREVENTION AND FIRE MARSHAL

Ref: (a) Shipboard Regulations Manual, COMDTINST M5000.7 (series)

- (b) Naval Engineering Manual, COMDTINST M9000.6 (series)
- (c) Machinery Space Firefighting Doctrine for Class Bravo Fires, COMDTINST M9555.1 (series)
- (d) Surface Ship Survivability, NTTP/CGTTP 3-20.31 (series)
- (e) Naval Ships Technical Manual (NSTM), Chapter 550: Industrial Gases-Generating, Handling, and Storage, S9086-SX-STM-010 (series)
- (f) Naval Ships Technical Manual (NSTM), Chapter 555, Volume 1: Surface Ship Firefighting, S9086-83-STM-010 (series)
- (g) Naval Ships' Technical Manual (NSTM), Chapter 074, Volume 3: Gas Free Engineering, S9086-CH-STM-030 (series)
- (h) Naval Ships' Technical Manual (NSTM), Chapter 074, Volume 1: Welding and Allied Processes, S9086-CH-STM-010 (series)
- (i) Damage Control Watch Qualification Standard (WQS) V 3.0, Office of Cutter Forces (CG-751)
- (j) Personnel Qualification Standard for Damage Control (DC), Naval Education Training Command (NAVEDTRA) 43119 (series)
- (k) SFLC Standard Specification 5550, Fire Prevention and Response
- 1. <u>PURPOSE</u>. This Instruction dictates standards and expectations that must be followed onboard all U.S. Coast Guard cutters to prevent shipboard fires. Command Fire Marshal and Duty Fire Marshal(s) duties and responsibilities are also contained herein.
- 2. ACTION. The provisions of this Instruction apply to all U.S. Coast Guard Cutters.
- 3. AUTHORIZED RELEASE. Internet release is authorized.

- 4. <u>DIRECTIVES AFFECTED</u>. Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1, is hereby cancelled. Shipboard Fire Prevention and Fire Marshall TTP, CGTTP 3–91.4 will no longer be updated.
- 5. <u>BACKGROUND</u>. A shipboard fire can easily spiral out of control, jeopardizing a cutter's ability to perform missions while immediately endangering all personnel onboard. Preventing a fire from occurring is far less hazardous and less costly than engaging, extinguishing, and restoring damaged systems in a compartment that has been engulfed in flames. References (a) through (c) mandate robust fire prevention programs. Reference (d) contains the best guidance on military shipboard firefighting available today and forms the foundation of shipboard fire prevention and firefighting knowledge. The training requirements detailed in Reference (d) set the minimum standards necessary to ensure all personnel are adequately prepared for this extremely hazardous event. While each ship might differ in the type and allowance of firefighting equipment, fire prevention policies and programs are universally applicable onboard all Coast Guard cutters.
- 6. <u>DISCLAIMER</u>. This guidance is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance for Coast Guard personnel and is not intended to impose legally binding requirements on any party outside the Coast Guard.
- 7. <u>MAJOR CHANGES</u>. This is a comprehensive revision to the Instruction reorganizing content, adding appendices, clarifying responsibilities, and detailing fire safety requirements to protect personnel, equipment, and assets during operations and maintenance periods.
- 8. <u>SCOPE AND AUTHORITIES</u>. It is recommended that units become familiar with the directives and publications noted throughout this Instruction.
- 9. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS. The Office of Environmental Management, Commandant (CG-47) reviewed this Commandant Instruction and the general policies contained within and determined that this policy falls under the Department of Homeland Security (DHS) categorical exclusion A3. This Commandant Instruction will not result in any substantial change to existing environmental conditions or violation of any applicable federal, state, or local laws relating to the protection of the environment. It is the responsibility of the action proponent to evaluate all future specific actions resulting from this policy for compliance with the National Environmental Policy Act (NEPA), other applicable environmental requirements, and the U.S. Coast Guard Environmental Planning Policy, COMDTINST 5090.1 (series).
- 10. <u>DISTRIBUTION</u>. Electronic distribution in the Directives System Library. Intranet/Pixel Dashboard: Directives Pubs, and Forms PowerApps (appsplatform.us). If Internet released: Commandant Instructions (uscg.mil), Coast Guard Forms (uscg.mil).
- 11. <u>RECORDS MANAGEMENT CONSIDERATIONS</u>. Records created as a result of this Instruction, regardless of format or media, must be managed in accordance with Records & Information Management Program Roles and Responsibilities, COMDTINST 5212.12 (series) and the records retention schedule located on the Records Resource Center Microsoft SharePoint site at: https://uscg.sharepoint-mil.us/sites/cg61/SitePages/CG-611-RIM.aspx.

- 12. FORMS. None.
- 13. <u>SECTION 508</u>. This policy is created to adhere to accessibility guidelines and standards as promulgated by the U.S. Access Board with consideration of Information and Communications Technology (ICT) requirements. If accessibility modifications are needed for this artifact, please communicate with the Section 508 Program Management Office (PMO) at Section.508@uscg.mil. Concerns or complaints for non-compliance of policy and/or artifacts may be directed to the Section 508 PMO, the Civil Rights Directorate (https://www.uscg.mil/Resources/Civil-Rights/) for the Coast Guard, or to the U.S. Department of Homeland Security at accessibility@hq.dhs.gov.
- 14. <u>REQUEST FOR CHANGES</u>. To ensure this Instruction remains up to date, coincides with current practices, and continues to meet program needs, future change proposals shall be forwarded as specified in the following paragraphs:
 - a. Change proposals may be originated at any organizational level. Proposals shall be submitted by letter to the Office of Naval Engineering, Commandant (CG-45).

/AMY B. GRABLE/ Rear Admiral, U. S. Coast Guard Assistant Commandant for Engineering & Logistics (CG-4) THIS PAGE INTENTIONALLY LEFT BLANK

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CHAPTER 1 RESPONSIBILITIES

A. Personnel Responsibilities.

- 1. All hands assigned to cutters must review this Instruction. Fire prevention is an activity applicable to all shipboard watch stations, and crew knowledge must be validated during all qualification boards and training cycles.
- 2. The Commanding Officer (CO) is ultimately responsible for the safety of the cutter and all shipboard personnel. The Fire Marshal is the direct representative of the CO with regards to fire safety and must ensure the routine inspection of all shipboard spaces by qualified cutter personnel as directed by this Instruction.
- 3. All hands are responsible for eliminating and reducing fire and explosion hazards, including nonessential combustibles. All identified hazards and discrepancies must be reported to the Fire Marshal or Duty Fire Marshal. Any item that is not able to be immediately corrected must be reported to the Executive Officer (XO) or Executive Petty Officer (XPO).
- 4. The use of open flame devices including candles and chafing dish heaters (e.g., Sterno cans) is prohibited onboard cutters. Butane lighters are not authorized onboard cutters due to the extremely low flash point of their fuel. Refillable wick-based lighters are authorized, but the fuel to refill these devices must only be stored in approved flammable storage lockers.
- 5. Report inoperable damage control equipment beyond its prescribed maintenance periodicity to the Fire Marshal. This equipment must be repaired or have the necessary maintenance performed immediately.
- 6. Report all compressed gas cylinders that are not properly secured as prescribed by Reference (e), section 550-2.11 and 550-12 to the Fire Marshal.
- 7. Store all approved paints, thinners, and solvents in the paint locker or designated flammable storage locker. Paints, thinners, and solvents must never be stored beyond the manufacturer's directed shelf life (if applicable) and must never be left unattended outside of their designated storage location.
- 8. Store all oily rags (including Galley rags) in approved metal containers designated for this purpose until disposal. All chemical soaked rags must be segregated from oily rags and stored in a separate approved metal container designated for that purpose. Personnel must review the Safety Data Sheet (SDS) of any chemical that has contacted the rag prior to disposal to avoid hazardous chemical reactions.
- 9. Per Reference (f), the CO must ensure that unauthorized or unapproved wood, bedding materials, upholstery, plastics, fibrous materials, paints, coatings, tile and adhesives, paneling, false bulkheads or overheads are not installed or carried on board the cutter. All habitability materials must comply with the fire performance requirements of Fire

1

Performance Requirements and Approved Specifications for Interior Finish Materials and Furnishings (Naval Shipboard Use), MIL-STD-1623E. All shipboard mattresses must comply with the requirements of MIL-PRF-32568, Mattress, Innerspring, Flame Resistant, Shipboard or MIL-PRF-32569, Mattress, Foam, Flame Resistant, Shipboard.

B. Fire Marshal Responsibilities.

- 1. The Fire Marshal and Duty Fire Marshal(s) must be designated in writing. Sample designation memorandums are contained in Appendices A and B of this Instruction.
- 2. For cutters with a Mandated Training List (MTL) requirement for a member to attend the Damage Control Assistant SE (DCASE) Course (Code: 240140), the Fire Marshal must be gas free engineer (GFE), repair locker leader (RLL), and damage control training team (DCTT) qualified. For cutters without an MTL requirement for DCASE, Fire Marshal requirements must be met through multiple positions, with the Engineer Petty Officer (EPO) designated as the Command Fire Marshal.
- 3. Duty Fire Marshals must have achieved Basic and Advanced Damage Control qualification IAW Reference (i) and complete Section 304 of Reference (j).
- 4. The Fire Marshal or Duty Fire Marshal(s) must inspect the ship using procedures found in Appendix C. Conduct a minimum of two spot checks evenly spaced throughout the day and hourly inspections of active hot work and surrounding areas to include adjacent spaces. During heavy industrial periods, conduct daily inspections of planned hot work sites prior to commencing and upon conclusion of industrial activities. The Fire Marshal must submit discrepancy reports to the Damage Control Assistant, if assigned, with copies to the XO or XPO and appropriate Department Heads, and conduct follow-up inspections to ensure compliance. Additionally, the Fire Marshal shall:
 - a. Pay particular attention to housekeeping as it affects fire prevention (e.g., trash receptacle covers in place, storeroom stowage, elimination of accumulated flammable materials, incinerator cleanliness, etc.).
 - b. Ensure proper storage of all hazardous material (HAZMAT).
 - c. Inspect firefighting equipment for maintenance currency, cleanliness, proper stowage of equipment, readiness for use, missing items, condition of hoses, proper wrenches, nozzles, etc.
 - d. Ensure fire safety precautions are properly posted, up-to-date, and complete, including proper fireplug labels and cutout valve identification.
 - e. Inspect aqueous film forming foam (AFFF) pump stations for proper sight glass level, valve alignment, cleanliness, and serviceability.
 - f. Ensure flammable liquids are properly stowed, have adequate protection (e.g., carbon dioxide (CO2), dry chemical, etc.), and have operable remote activation devices and alarms, if applicable.

- g. Verify smoking regulations outlined in Reference (a) are enforced.
- h. Ensure hot work and cold work coordination through proper routing and approval of work requests.
- i. Verify welding/burning, gas free, or hot work certificates as applicable are properly issued and posted per References (b), (g), and (h).
 - (1) Ensure fire watch assignments are made and posted, and that welding and burning leads or hoses are properly run and protected.
 - (2) Ensure adequate ventilation is installed and operating.
- j. Verify all compressed gas cylinders are secured in the vertical position (valve end up) by individual metal retaining collars per Reference (e).
 - (1) Ensure valve covers are in place and free of other potential missile hazards.
- k. Ensure all explosion-proof lighting fixtures (including battle lanterns) have proper gaskets installed and, if capable, illuminate properly from both ship's service and emergency electrical power.
- 1. Ensure the galley ventilation and grease traps are clean and in working order, with the cleaning schedule posted.
- m. Inspect watertight closures for clean knife edges, complete and pliable gaskets, properly packed and lubricated spindles and hinges, and evenly distributed wear on the wedges per the applicable maintenance procedure card.
- n. Verify all ventilation/air conditioning ducts and uptake spaces are clean, free of obstructions or unauthorized fans or materials, and serviced per the cutter maintenance plan or as otherwise warranted, with all inspection covers and draft gauges properly installed and operating.
- o. Verify material condition is properly set to inhibit the spread of fire or flooding, with fittings opened in violation of the prescribed material condition entered in the damage control (DC) closure log per Reference (d). Ensure compartment check-off lists (CCOLs) are properly posted at each entrance to a compartment, with Damage Control Assistant (DCA) approval of any red-line changes.
- p. Inspect for unauthorized or unapproved wood, bedding materials, upholstery, plastics, fibrous materials, paints, coatings, fragrance plug-in devices (e.g., Febreze, Airwick, etc.), tile and adhesives, paneling, and false bulkheads, or overheads that do not comply with Reference (f) and the Fire Performance Requirements and Approved Specifications for Interior Finish Materials and Furnishings (Naval Shipboard Use), MIL-STD-1623. All shipboard mattresses must comply with the requirements of MIL-PRF-32568, Mattress, Innerspring, Flame Resistant, Shipboard or MIL-PRF-32569, Mattress, Foam, Flame Resistant, Shipboard.

- q. Ensure no unauthorized stowage of materials below raised floors, or in overheads.
- r. Ensure heat, fire, and smoke alarms, flooding indicators, and compartment cameras are working properly.

C. Local Fire Department Agreements.

- 1. Each cutter must develop Memorandums of Agreement (MOA) with local fire departments for when outside firefighting assistance is required inport. The local fire department can be a base, county, state, volunteer, or other fire department or organization as determined appropriate by the CO.
- 2. At a minimum, the MOA must detail assistance required of the local fire department during fires and other emergency situations. It must also address arrangements for carrying out routine cutter familiarization and hazard identification training with the local fire department at least every 6 months, if applicable. A provision must be included in the MOA that requires the unit to provide a list of hazards and Safety Data Sheets (SDS) to the local fire department.
- 3. A sample fire department agreement is contained in Appendix D.
- **D.** Maintenance Availabilities (Dockside/Drydock) Requirements. Prior to and throughout scheduled overhauls and planned or unplanned maintenance availabilities, the Fire Marshal must:
 - 1. Perform a comprehensive review of the vessel's current or expected condition during the availability and validate that the emergency monitoring and firefighting capabilities onboard or provided are fully compliant with References (a) through (c).
 - 2. Conduct a risk assessment on the ship's firefighting capability, considering onboard redundancy, shore-side capacity, and any external support agency Memorandum of Agreements.
 - 3. Per Reference (k), conduct a joint inspection with Contractor and Mission Support representative(s) to evaluate potential fire hazards after the availability has started but before industrial work commences.
 - 4. Perform a comprehensive review of the Contractor's availability-specific fire plan to include equipment, monitoring, communications, and inspections as required by Reference (k). Ensure alignment with the Contracting Officer's Representative (COR) regarding responsibilities of Contractors and shipboard personnel for specific fire prevention and response efforts.
 - 5. Meet with industry partners and shore commands to reinforce fire prevention and response standards.
 - 6. Examine the potential for loss of power to primary or secondary systems and resulting impact(s) on the ship's damage control capability.

- 7. Validate the qualification standards and provide accounting of sufficient quantities of approved PPE for all fire watch personnel per References (b), (c), (e), and (f).
- 8. Review the unit training plan with regards to import firefighting.
- 9. Create or update unit documentation regarding temporary fire plans and a reduced capacity for firefighting/damage control capability. Include minimum limitations, such as hot work hours, redundancy, loss of systems mitigation (such as external agreements or temporary systems), and include training and vessel familiarization tour requirements prior to commencing hot work.
- 10. Review staffing to ensure the requisite number of personnel, with the correct skillsets and qualifications, are onboard to provide the necessary oversight of maintenance, including qualified fire watch and damage control teams, per References (a), (b), (c), (e), and (f).
- 11. Properly train, qualify, and equip all fire watch personnel, emphasizing maintenance availability hazards.
- 12. Ensure all fire watch personnel are issued appropriate PPE.
- 13. Make rounds of all hot work being conducted onboard and in the vicinity of the cutter. Identify and address all safety issues.
- 14. Ensure all hot work certificates are properly posted.
- 15. Ensure DC plates are properly posted on the Quarterdeck.
- 16. Ensure Contractor equipment or services (i.e. hoses, cables, or ventilation) that obstruct designated Material Condition or fire protection boundary fittings are removed at the end of each workday, or that they have installed appropriate quick-disconnect fittings (QDFs) or fire curtains in accordance with Reference (k).
- **E. Absence Requirements.** If the Fire Marshal will be absent from the cutter, responsibility must be assigned to a qualified member (i.e. DCA, EO, EPO, or Duty Fire Marshal).

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Appendix A. Command Fire Marshal Designation Memorandum (Example)



Commanding Officer USCGC [Name] [WHUL 001] FPO AP 12345-6789 Phone: (000) 111-2222

9091 [Date]

MEMORANDUM

From: Commanding Officer, USCGC [Name] [WHUL 001]

To: [DCC B. Prepared]

Subj: DESIGNATION AS COMMAND FIRE MARSHAL

Ref: (a) Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series)

- (b) Surface Ship Survivability, CGTTP/NTTP 3-20.31 (series)
- (c) Personnel Qualification Standard for Damage Control (DC), Naval Education Training Command (NAVEDTRA) 43119 (series)
- 1. Per References (a) through (c), you are designated the USCGC [Name] [WHUL 001] Command Fire Marshal.
- 2. Adhere to the guidance provided in References (a) through (c) in carrying out your duties. Ensure delegate Fire Marshals are competently trained and equipped to perform during your absence from the cutter. These delegate Fire Marshals must be approved by the Engineer Officer.

Appendix B. Duty Fire Marshal Designation Memorandum (Example)



Commanding Officer USCGC [Name] [WHUL 001] FPO AP 12345-6789 Phone: (000) 111-2222

9091 [Date]

MEMORANDUM

From: Engineer Officer, USCGC [Name] [WHUL 001]

To: [DC3 I.M. Trusted]

Subj: DESIGNATION AS DUTY FIRE MARSHAL

Ref: (a) Shipboard Fire Prevention and Fire Marshal Instruction, COMDTINST 9091.1 (series)

- (b) Surface Ship Survivability, CGTTP/NTTP 3-20.31 (series)
- (c) Personnel Qualification Standard for Damage Control (DC), Naval Education Training Command (NAVEDTRA) 43119 (series)
- 1. Per References (a) through (c), you are designated a USCGC [Name] [WHUL 001] Duty Fire Marshal.
- 2. Adhere to the guidance provided in References (a) through (c) in carrying out your duties. Make timely reports to our Command Fire Marshal, [DCC B. Prepared].
- 3. Do not hesitate to raise concerns about the cutter's safety to the Fire Marshal or, in his/her absence, directly to me.

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Copy: [DCC B. Prepared], Command Fire Marshal

Appendix C. Standard Fire Marshal Spot Check Report (Example)

	Date:		
To:	om:, Fire Marshal/Duty Fire Marshal b:, Damage Control Assistant ppy:, Division Officer		
Subj: FIRE MARS	HAL/DUTY FIRE MARSHAL DAILY SPOT CHECK REPORT		
Zone inspected:	Division responsible:		
NOTE:	Modify this report to best meet the needs of your individual cutter. The most current copy of this standard fire marshal spot check report [in Microsoft Word format] can be downloaded from the SFLC Damage Control Web site.		
NOTE:	Surface Forces Logistics Center - Naval Engineering Technical Standard 079-2, Practical Damage Control, currently contains additional information for cutters colors and markings previously contained in the Coatings and Color Manual (COMDTINST 10360.3 (series)) chapter 10. All SFLC technical standards are found on the SFLC Directives Library.		

COMPARTMENT MARKINGS

Spot Check	Yes / No	Comments
Are CCOLs located at each entrance to each compartment?	Yes / No	
Are bull's eyes visible from each access to the compartment?	Yes / No	
Do the bull's eyes list the correct frames?	Yes / No	
Is the parent division listed?	Yes / No	
Are the bull's eyes 12 inches high by 15 inches wide?	Yes / No	
If photoluminescent fields are used, are the red and blue letters used correctly?	Yes / No	
Are the photoluminescent fields for frame numbers per SFLC TS 079-2?	Yes / No	
Are the photoluminescent markings for ladders, hatch coamings, doors, and scuttles per SFLC TS 079-2?	Yes / No	
Are areas visible from the weather deck clear of retro-reflective and photoluminescent markings?	Yes / No	
Are the "EXIT/DECON/BDS" signs and directional arrows per SFLC TS 079-2?	Yes / No	
Are the piping systems properly stenciled with the type of fluid?	Yes / No	
Are there flow arrows on the piping?	Yes / No	
Is the vent ducting properly stenciled with the type of system?	Yes / No	
Are there flow arrows on the vent ducting?	Yes / No	

WATERTIGHT (WT)/AIRTIGHT (AT) FITTINGS
Spot check one fitting for every three WT or AT fittings in each compartment.

Spot Check	Yes / No / Other Information	Comments
1. How many fittings open into the compartment?	Number of fittings:	
2. Type and number of fitting:		
Is the fitting classified?	Yes / No	
Is the fitting numbered?	Yes / No	
Is the knife edge clean?	Yes / No	
Are there gouges in the knife edge?	Yes / No	
Are the dogs adjusted properly?	Yes / No	
Are the wedges wearing evenly?	Yes / No	
Inspect hinge pin and washers for wear?	Yes / No	
Inspect conrod and lever assembly for proper operation?	Yes / No	
Is there a clip for the handle(s)?	Yes / No	
Is there a dogging wrench or holder for a wrench?	Yes / No	
Are the appropriate EXIT signs on the fitting?	Yes / No	
Is there dirt, paint, or other foreign matter on the gasket?	Yes / No	
Is there a permanent indentation in the gasket?	Yes / No	
Is the gasket complete (no gap, permanent set no greater than 1/8 inch)?	Yes / No	
Is there a permanent indentation in the gasket?	Yes / No	

PORTABLE EXTINGUISHERS

Spot check portable extinguishers in the zone.

Sp	ot Check	Yes / No / Other Information	Comments
1.	CO2 extinguisher:		
	When was the last recorded monthly/semi-annual PMS performed?	Date:	
	Is there a photoluminescent field on the bulkhead (SFLC TS 079-2)?	Yes / No	
	Is the hose and horn connection taped per current DC PMS?	Yes / No	
	Is the stamped hydrostatic date on the bottle within 5 years?	Yes / No	
	Is the tamper seal intact?	Yes / No	
	Is there a bellyband installed?	Yes / No	
2.	PKP extinguisher:		
	When was the last recorded quarterly/annual PMS performed?	Date:	
	Is there a photoluminescent field on the bulkhead (SFLC TS 079-2)?	Yes / No	
	Is the hydrostatic date within 12 years?	Yes / No	
	Is the tamper seal intact?	Yes / No	
	Is there PKP in the nozzle?	Yes / No	
	Is there a pin to keep the extinguisher securely mounted?	Yes / No	

Spot Che	eck	Yes / No / Other Information	Comments
3. AFFF	extinguisher:		
	was the last recorded nly PMS performed?	Date:	
	re a photoluminescent field on alkhead (SFLC TS 079-2)?	Yes / No	
Is the	tamper seal intact?	Yes / No	
	pressure indicator arrow in een area?	Yes / No	
EEBI)	Yes / No	
Is pho place?	otoluminescent marking in	Yes / No	
Verify	y gauge is in green zone.	Yes / No	
	y date sticker on case is 1 date.	Yes / No	

BATTLE LANTERNS

Spot check battle lanterns in the zone by operating the test switch for 15 seconds. Is the rubber boot on each power switch intact? List non-compliant battle lanterns:

Compartment Number	Lanterns With Discrepancies

FIRE HAZARDS

Inspect the compartment, fan rooms, and spaces for alpha and bravo flammable materials:		

FIRE STATIONSSpot check fire stations in the zone.

Spot Check	Yes / No / NA Other Information	Comments
1. Fire station:		
Is the fire station operational?	Yes / No	
When was the last recorded monthly PMS performed?	Date:	
Is the fire station correctly labelled per SFLC TS 079-2?	Yes / No	
Are there two spanner wrenches at the station?	Yes / No	
Are the proper number of hoses available?	Yes / No	
Are the hose hydrostatic dates within 12 months?	Yes / No	
Are the hoses stowed at least 6 inches off the deck?	Yes / No	
Does the nozzle function freely in all positions?	Yes / No	
If required, are two nozzles on station?	Yes / No	
If equipped, is wye-gate aligned properly?	Yes / No	
If equipped, is a hose connected to the wye-gate?	Yes / No / NA	

FIXED FIRE SUPPRESSION SYSTEMS

Sp	ot Check	Yes / No	Comments
1.	FM 200/Halon 1301:		
	Are white power-available lights operational?	Yes / No	
	Do red and amber lamps illuminate when the test button is depressed?	Yes / No	
	Are manual reset plungers on pressure switches set?	Yes / No	
	Are actuation stations clear of obstructions?	Yes / No	
	Is the manual bypass valve closed?	Yes / No	
2.	CO2:		
	Are white power-available lights operational?	Yes / No	
	Do red lamps illuminate when the test button is depressed?	Yes / No	
	Are manual reset knobs on pressure switches set?	Yes / No	
	Are actuation stations clear of obstructions?	Yes / No	
3.	Water mist		
	Inspect system components cylinder brackets, pipe valves, and hose connections.	Yes / No	
	Check water level.	Yes / No	
	Check water mist system inspection log.	Yes / No	
4.	Galley systems		
	Are correct photoluminescent markings located near actuating devices and are they unobstructed?	Yes / No	
	Is system (e.g., APC) in good working order with inspection tag up to date?	Yes / No	

COMPRESSED GAS CYLINDERS

Spot Check		Comments
Are oxygen and fuel storage racks separated as far from each other as practical?	Yes / No	
Is each cylinder individually secured in the vertical position (valve end up) by a metal collar?	Yes / No	
Are all metal collars tight?	Yes / No	
Are cylinder valve protective caps securely in place?	Yes / No	
Are protective cap threads free of tape and any type of petroleum product?	Yes / No	
Are all oxygen cylinder hydrostatic dates current (as required)?	Yes / No	

DECK DRAINS

Spot check deck drains in the zone.

Spot Check	Yes / No	Comments
1. Deck drain:		
Does deck drain, if numbered, match the CCOL?	Yes / No	
Is deck drain properly classified?	Yes / No	
Are there wrenches available for all drains in each compartment?	Yes / No	
Does deck drain work freely and properly?	Yes / No	
Are all deck drain screws secured?	Yes / No	

MISCELLANEOUS FITTINGS

Spot check miscellaneous fittings for the following items:

Spot Check		Yes / No / NA	Comments
1.	Casualty power terminals:		
	Are the correct cables located in the compartment?	Yes / No	
	Are there two wrenches present? [older "non-Viking" terminals only]	Yes / No	
	Is there a cover on the terminal? [older "non-Viking" terminals only]	Yes / No	
2.	Remote operators:		
	Is the remote operator in good working condition?	Yes / No	
	Is the correct T-handle wrench located near the cap?	Yes / No	
	Is the remote operator labeled?	Yes / No	
	Is the remote operator classified?	Yes / No	
3.	Sounding tubes:		
	Is the correct T-handle wrench located near the cap? [for flush sounding tubes only]	Yes / No	
	Is the sounding tube labeled?	Yes / No	
	Is the sounding tube classified?	Yes / No	
4.	Air test fittings:		
	Is the air test fitting labeled?	Yes / No	
	Is the air test fitting classified?	Yes / No	
5.	Sensors/alarms:		
	Is the installed smoke alarm in normal operating mode per the embedded status light?	Yes / No	
	Is closed circuit TV camera operational and unobstructed?	Yes / No	

6. Self-contained breathin (SCBA) breathing air c (BAC):	O 11			
Date current air quality expires.	test (AQT)	AQT expiration date:		
Is the BAC operational	?	Yes / No		
Are spare cylinders cha	rged?	Yes / No		
7. Repair lockers:				
Are repair lockers orga outfitted IAW Repair I Inventory?		Yes / No		
Inspect the compartment for	or general stow	vage, safety issues, and	gear adrift:	
				_ _ _
Correct all discrepancies w *CORRECT/MITIG Examples of Major Discrinoperative/damaged or mi	ATE MAJOR epancies: Imp ssing firefight	DISCREPANCIES Of the properly stowed or stocking equipment; flooding	N <u>THE DAY</u> OF THE SPOT CA spiled combustibles; g hazards; trash, fuel, and	
*CORRECT/MITIGE Examples of Major Discretion in operative/damaged or millubricants in drip pans; ino	ATE MAJOR epancies: Imp ssing firefight perative/damage	DISCREPANCIES Of the properly stowed or stocking equipment; flooding	e spot check. N <u>THE DAY</u> OF THE SPOT CA spiled combustibles; g hazards; trash, fuel, and	 HE
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	Date:		
From:	Division Damage Control Petty Officer		
To:	Division Officer		
Via:	Division Chief Petty Officer		
Subj:	Subj: FIRE MARSHAL/DUTY FIRE MARSHAL DAILY SPOT CHECK DISCREPANCY CORRECTIONS		
1. All	discrepancies have been corrected.		
	Very respectfully, Division DCPO		

Appendix D. Cutter/Local Fire Department Agreement (Example)

Prior to MOA signature, cutter DCA review COMDTINST 5216.18, and cutter's servicing legal office reviews the MOA.

Legal Best Practice Tip:

The original MOA remains with the cutter since the Coast Guard is the party requesting the MOA be entered into. A signed copy of the MOA is provided to the fire department and the cutter's servicing legal office.

MEMORANDUM OF
AGREEMENT
BETWEEN
UNITED STATES
COAST GUARD AND
[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 [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 [Fire Department] shall provide fire protection and emergency medical, hazardous material, and confined space rescue services to United States Coast Guard Cutter (USCGC) [Name], located at [unit's location].
- 4. RESPONSIBILITIES.

Coast Guard

- a. A designated representative of USCGC [Name] shall request fire or emergency medical equipment and personnel by telephone at [number]. 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 [Name] 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 [Fire Department].
- c. Designated USCGC [Name] representative shall provide an escort to meet the equipment and personnel and guide the [Fire Department] to the location where the emergency services are to be rendered.

d. As an aid to implementing this agreement, members of the [Fire Department] will be allowed to tour USCGC [Name] 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 [Name] or his/her designated point of contact listed below. A list of hazards found onboard and applicable Safety Data Sheets will be provided to the [Fire Department] as part of these familiarization efforts.

[Fire Department]

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

MOA shall be: For USCGC [Name]: For the [Fire Department]:

[Name of POC] [Name of POC]

[Title and/or position] [Title and/or position]

[Address][Address][City, State][City, State][Phone][Phone][Fax][Fax][Email][Email]

[Web site, if applicable] [Web site, if applicable]

6. OTHER PROVISIONS.

- a. Reimbursement to the [Fire Department] for the cost of firefighting on USCGC [Name] 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 the [Fire Department], 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.) as well as the Anti-Deficiency Act (31 U.S.C. §§ 1341(a)(1)(A), 1341 (a)(1)(B)) and other applicable law. Nothing in the agreement shall constitute an obligation of funds of the United States in advance of an appropriation, therefore.
- 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. [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 [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 [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 [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 [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. REVIEW OF AGREEMENT. This MOA will be reviewed [insert interval] on or around the anniversary of its effective date for financial impacts and [insert interval] in its entirety.
- 9. CONFLICTS OF LAW OR POLICY. Nothing in this MOA is intended to conflict with current law or regulation or the directives of the United States Coast Guard, the Department of Homeland Security, or [other Party]. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.
- 10. MODIFICATION. This MOA can be modified by a written agreement signed by both

original signatories, or their successors in office.

- 11. DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this MOA and those which may be binding on other Parties signatory to this MOA.
- 12. ENTIRETY OF THE AGREEMENT. This MOA, consisting of pages, represents the entire and integrated [agreement/understanding] between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral on the subject.

13. TERMINATION. This MOA can be t	terminated upon 30 days written notice by either party.
APPROVED BY:	
UNITED STATES COAST GUARD	[FIRE DEPARTMENT]
[Name, Rank]	[Name]
[Title and/or position, USCGC [Name]] Date:	[Title and/or position, Fire Department] Date: