

**2021
Cooperative Fire Protection Agreement**

**State of Alaska, Department of Natural Resources, Division of Forestry and
Cooperator Fire Departments**

**Area: Kenai Kodiak Area
42499 Sterling Highway
Soldotna, AK 99669**

**Fire Department: Western Emergency Service Area
72440 Milo Fritz Ave.
Anchor Point, AK 99556**

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1. Recitals

It is the intent of AS 41.15.010 that the Alaska Division of Forestry (Forestry) provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. It is also recognized by the fire department (Cooperator) that an obligation exists to provide protection to life and property from fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and Forestry to coordinate efforts in the prevention, detection, and suppression of wildland fires.

2. Scope

This agreement outlines the roles and responsibilities for cooperating Fire Departments (FD) when responding to and suppressing Wildland/Urban Interface fires.

3. Definitions

Annual Operating Plan (AOP): Negotiated annually between the FD and Forestry to define operational details: Rate Tables, Required Equipment, Training, Documentation and Administrative responsibilities. The local Area Forester or designee signs the AOP for the Division of Forestry. The AOP may be different for each fire department due to department policy, city ordinance or union contract.

Automatic Aid: The assistance that is dispatched automatically by contract or agreement between two fire departments, communities or fire districts.

Back Fill: When the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract. Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed

Cooperator: A structural fire department that is in good standing and certified by the State Fire Marshall. For the purpose of this document FD shall be used in all descriptors of a Cooperating Fire Department.

Contained or Containment: When a wildland fire has a natural barrier, dozer line, wet line, roads, scratch line, retardant line, etc. around it to keep the fire from spreading.

Cooperative Fire Protection Agreement (CFPA): The FD establishes a formal relationship with the Division by signing a Cooperative Fire Protection Agreement (CFPA). The agreement is signed by the fire department's Chief or governing official and sent from the Area, through the Region, to the Central Office for the State Foresters and the Department signatures. The CFPA will be the same statewide for all FD's; all cooperating fire departments will have a signed CFPA prior to hire or use of equipment.

Custody: When the operator/personnel remain employees of the FD's, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as Emergency Fire Fighter (EFF), the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.

EERA Equipment: Emergency Equipment Rental Agreement (EERA) Equipment includes equipment rented to Forestry that is not fire apparatus. The EERA equipment is registered into On-

Line Application System (OLAS) using Agency Suggested Rates.

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as it's typically used by fire departments for fire suppression purposes. Rates for Apparatus are detailed in the AOP.

Fire Response/Service Area: The FD's Fire Service Area or designated area where the FD has primary responsibility for fire protection. This may also include an Auto Response or Mutual Aid Response Area. Mutual Aid Response Area also includes DNR Forestry local Area of responsibility.

Fire Stores: Items as needed to complete required minimum equipment inventory or Nominal Unit Supply (NUS) as specified in AOP.

Incident Command System: An emergency response management system defined by the National Incident Management System (NIMS), and endorsed by the Governor of Alaska via Administrative Order 170.

Incident Business Management Handbook: The AIBMH applies existing State of Alaska administrative, contracting, and financial regulations and Department procedures within the framework of fire business management operations. Chapter 7 of the AIBMH, Cooperator Fire Departments, addresses FD apparatus; this is a separate compartment within the OLAS, "Fire Department". Chapter 6 AIBMH, Equipment Acquisition; addresses FD non-apparatus equipment, this compartment within OLAS is "Vendors".

Land Use and Facility Agreements: Temporary rental of property for fire purposes. Land Use and Facility Agreements (LUA) may include, but are not limited to; potable water sources, apparatus water sources, parking facilities, land line services, meeting and training rooms and restroom facilities. LUA pre-season inspections and Letter of Agreements (LOA) are preferred over actual incident occurrence.

Licenses and Permits and Insurance - The FD is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire all necessary licenses and permits required by state and federal law/regulation for both the apparatus and operator/personnel.

Mutual Aid: Assistance that is dispatched, upon request, by the responding fire department. Usually it is requested upon the arrival on scene but can be requested in route if circumstances dictate. Mutual aid should be defined by a signed agreement.

OLAS: On-line Application System is used to register, hire, and track FD fire apparatus and EERA equipment. OLAS will be used in the future for entering and tracking the CFPA's and AOPs submitted by FD's.

Order for Service: Upon acceptance of an order for service, either verbally or accepting a Resource Order, a binding contract between the FD and Forestry is created incorporating the terms of the CFPA and the AOP, when the apparatus or equipment passes inspection.

Property: Structures and other property located within a fire response area excluding forested land as defined in AS 41.15.170.

Reporting for Service - The FD is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry

will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFPA and AOP documents with the apparatus.

Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the FD requires return of apparatus, the FD shall notify Forestry, and the equipment shall be released within eight hours or at the beginning of the next operational period.

Wildland Fire: Uncontrolled burning of grass, brush, timber and other natural vegetative material. Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

4. Appropriate Response

Standard/Initial Response:

A response that a FD undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Response in a wildland fire begins at the time of notification and ends when the fire has been contained as determined by the Unified Command and no longer poses a threat to life and property. Unless agreed upon by Forestry Fire Management Officer (FMO) and the FD's Fire Chief, Forestry is not responsible for FD costs. By mutual agreement when *containment* has been reached **if** FD apparatus are requested by Forestry to remain on incident to support Forestry operations, Forestry Dispatch will be notified and Resource Orders for all FD apparatus, personnel and equipment shall be created.

Discretionary Response:

Within the FD Primary Response Area: a response that occurs after a fire has been *contained* and Forestry assumes single command of a wildland fire and requests that the FD remain on scene. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created.

Outside of the FD Primary Response Area: a response to a wildland fire at the request of Forestry to a wildland fire outside a FD's Primary Fire Response/Service Area. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created, apparatus and equipment shall pass inspection prior to start of service.

Unified Command: A method for all agencies or individuals who have jurisdictional responsibility and in some case those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

5. Non-Suppression Activities

Prescribed fire (RX) and other fire management projects:

Under the direction of Forestry, the AOP may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD

jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments:

It is common for wildland fire resources to assist with non-fire incidents. When requested under the authority of the Stafford Act, it is possible for Alaska state and FD resources to assist with these incidents. All such incidents must be handled on a case-by-case basis. FD's should check with the local Division of Forestry (DOF) Area Office, Forester or FMO prior to accepting all risk assignments under the CFPA and AOP agreements.

6. Command of Incident

Standard/Initial Response: The first responder on-scene shall assume functional command of the incident until the arrival of other responders, after which a Unified Command may be established.

Extended Response: By mutual agreement between Forestry and FD's, Forestry will assume single command of the incident once a fire escapes initial attack or is contained. Forestry is fiscally responsible for costs incurred suppressing the wildland fire during extended attack and mop-up when Forestry is in command.

7. Rates, Billing and Status of Employees and Apparatus

- All FD apparatus and EERA equipment will be registered in OLAS. Rate tables for FD apparatus are available in the AOP; for other FD equipment rates review Chapter 6 of the AIBMH..
- Apparatus may be hired unstaffed (apparatus only), Staffed or a mix of FD and Department of Natural Resources (DNR) personnel or staffed by all DNR personnel.
- Rate tables are reviewed annually by DNR.
- The Area Forester or designee has the authority to correct or change the invoice in case of accounting errors or needed additions or subtractions from invoice, or if the FD chose the improper category, type, class or rate in OLAS.
- Billing for fire personnel that will remain FD employees (not EFF) needs to be communicated during the resource ordering process and documented on the Resource Order (RO) prior to hire. During the time of hire FD employee names and position on the apparatus will be documented and manifested.
- Hourly Rates for FD staff by position only, will be established when the AOP is signed. FD's will provide a position qualification list with hourly rates to Forestry. No private information will be included in this list. This list will be used for cross reference at the time of invoice, for FD employee name, position on apparatus and hourly rate.
- If FD personnel will be hired as EFF this needs to be communicated during the resource ordering process and documented in the Resource Ordering and Status System (ROSS) program prior to hire. EFF personnel will get individual resource orders. Rates will be established EFF rates based on position being filled.
- Personnel changes or crew swaps during assignments will be communicated through the home area fire dispatch, regardless of hiring method or management level of fire or location of fire.

- In the event where an AOP has not been signed by Forestry, rates paid for apparatus will not exceed the latest version of the rates listed in the AOP.
- State of Alaska, Division of Forestry employees remain employees of the State whether they work under FD or Forestry command. FD personnel if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide and the Alaska Single Resource AD/EFF Casual Hire Guide.

8. Backfill Reimbursement

Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed. Backfill reimbursement will be approved only when the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract.

- Backfill reimbursement costs will be billed and segregated from the deployed personnel.
- Rates for backfill reimbursement should be attached as an addendum to this document.

9. Travel, Meals and Lodging

Travel time between the point of hire and the incident is reimbursable, if the incident is outside of a 50-mile radius of FD service area and authorization for per diem and travel is documented on Resource Order. Forestry will either pay per diem at established State of Alaska, Forestry rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

10. Refurb/Rehab

With the local Area Forester or Fire Management Officer (FMO) approval, FD's are allowed up to 4 hours of refurb for an assignment less than or up to 10 days and up to 8 hours of refurb for an assignment longer than 10 days for refurb and rehab of their equipment.

11. Mutual Aid resources requested for a mutual aid request must be pre-approved by Forestry to be eligible for reimbursement.

12. Automatic Aid resources will not be reimbursed unless otherwise requested by Forestry as outlined in their AOP.

13. Worker's Compensation

The FD's and Forestry are responsible for Worker's Compensation for their own personnel.

14. Liability Insurance

The FD's and Forestry are responsible for their own liability insurance coverage.

15. Fire Stores/Equipment Guidelines

Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD fire stores as needed to complete the required minimum equipment inventory as specified in AOP. The FD will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. Forestry will not hold the FD accountable for consumable fire supplies. Upon return from fire assignment all stores items will be returned to the local Area Forestry Warehouse.

If non-consumable fire stores become broken, or otherwise unusable, the FD will return the damaged item, along with a statement (or appropriate forms) of how the item was damaged, to Forestry for repair or replacement. If an item becomes lost or damaged as a result of negligence by the FD, the FD will be liable for replacement.

16. Land Use and Facility Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations as to price fairness, consideration should be given, but not limited, to the following items:

- Fair market rental rates for the property in the area
- Costs to the property owner, loss of rental fees from other sources, disruption of business
- Alterations needed and who will make them in a written scope of work
- Impacts on the property
- Costs of restoration, and who will do the restoration work
- Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Pre-inspection and post-inspection shall be made of the premises using the forms found in the Forms section of the AIBMH, Chapter 16. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are required showing where actual damages occur that may result in a claim. Pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, cisterns, road conditions, etc.

Further information can be found in the AIBMH, Chapter 16, Land/Facilities Acquisition.

17. Training Standards

When responding outside its Fire Response/Service Area, all FD employees will be National Wildfire Coordinating Group (NWCG) certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. Forestry may provide wildfire training material to the FD upon request. Training funds may be available through the Volunteer Fire Assistance (VFA) grants program. For further information see AOP.

18. Investigation and Prevention

See AOP for Investigation and Prevention policy and procedures.

19. Annual Operating Plan (AOP)

As soon as practical after this Agreement is executed and prior to March 15th, then annually thereafter, the FD and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall define the necessary operational details. At a minimum, the AOP should include mobilization procedures; approved rates; staffing; a map or description of response area; training and qualifications; contact information; education, prevention, investigation, and coordination procedures; and radio frequencies (communication coordination).

20. Notification

Notification procedures are outlined in the AOP.

21. Parties Responsible for their own Acts

The Cooperator Fire Departments and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

22. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses, and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

23. Non-Waiver

The failure of the FD or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of any provision in this Agreement, nor shall it in any way affect the validity of this Agreement.

24. Review and Modifications

Forestry and FD agree to review this Agreement at least every five (5) years, but, Forestry and FD may agree to modifications to this agreement at any time. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and signed by Division of Natural Resources and FD prior to becoming effective.

25. Fair Intent

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole and not for or against any party.

26. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document. This agreement is effective as of the date of most recent signature and remains in effect until terminated in writing. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination.

- **The CFPA is valid for 1 year after signing.**
- **The AOP is valid for 1 year. Every year it shall be reviewed and resigned.**

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

**Cooperative Fire Protection Agreement
Signatures**

For State of Alaska, Department of Natural Resources, Division of Forestry

Area Forester Date

State Forester Date

DNR Procurement Officer Date

For Cooperator Fire Department

Jon Marsh, Chief - Western Emergency Service Area or Date
Designee

Charlie Pierce, Mayor - Kenai Peninsula Borough or Designee Date

ATTEST:

Johni Blankenship, Borough Clerk