

**2017 Annual Operating Plan
State of Alaska Division of Forestry
Kenai Peninsula Borough, Central Emergency Services**

This Agreement is between the Kenai Peninsula Borough Central Emergency Services (Cooperator), with an address of 253 Wilson Lane, Soldotna, AK 99669 and the State of Alaska, Department of Natural Resources, Division of Forestry (Forestry) with an address of: 42499 Sterling Highway Soldotna, AK. 99669.

This Annual Operating Plan Establishes the Policy and Procedures for the Following:

- A. Mobilization and Operation**
- B. Inventory of Fire Fighting Resources**
- C. Apparatus and Personnel Conditions of Hire, Payment Rates and Billing Procedures**
- D. Coordination of Prevention, Investigation and Public Education efforts**
- E. Operational Procedures within the Primary Response Area**
- F. Personnel Qualification Requirements**
- G. Training**
- H. Radio Frequencies**
- I. Cooperator Specific Subjects and Issues**
- J. Effective Date and Termination**
- K. Compliance Failure**
- L. Notice**
- M. Severability**
- N. Attachments (* required attachments; others negotiable)**

Mobilization and Operations

- A-1 Cooperator Response Area Map ***

Inventory of Fire Fighting Resources

- B-1 Cooperator Command Contact List ***
- B-2 Division of Forestry Area Contact List**
 - 1. Division of Forestry Duty Officer's list and Contacts***
 - 2. Division of Forestry Vehicle List**

Apparatus and Personnel Conditions of Hire, Payment Rates and Billing Procedures

- C-1 State of Alaska Division of Forestry Cooperator Conditions of Hire, 2017***
- C-2 Updated Cooperator Agreement Letter***
- C-3 Cooperator Equipment Availability and Rate List (as listed in OLAS)**
- C-4 An example of a standardized invoice**

1. Standardized itemization of Equipment Billing
 2. Standardized itemization of Personnel Billing
- C-5 Cooperators Personnel Roster and Pay Rates (if requesting Cooperator reimbursement)**
- C-6 Property Loss/Damage Report form***

Operational Procedures within the Primary Response Area

- E-1 Cooperative Fire Protection Agreement**
- E-2 Radio Frequency List**
1. Division of Forestry Radio Frequency List (if updated*)
 2. Cooperator Radio Frequency List (if updated*)

A. Mobilization and Operation

- 1. Primary Fire Response Area (Kenai Peninsula):** As defined in the Cooperative Fire Protection Agreement, this includes the Cooperator Fire Response Service Area, areas of mutual aid response, or the Kenai/Kodiak Area's Geographic Area within which the Cooperator agrees to promptly respond and act to suppress any wildland fire. Responses within these areas can be described in the Cooperative Fire Protection Agreement as **Typical Responses** or **Discretionary Responses**.
 - a) Typical responses** are those that a Cooperator undertakes in order to meet its general obligation to protect life and property from fires within its Fire Response Area. A Typical Response in a wildland fire response scenario 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. Forestry is **not solely responsible for costs** associated with **Typical responses** unless prior agreement with Forestry Fire Management Officer and Cooperator's Fire Chief.
 - b) Discretionary Response** that occurs within the Cooperator Fire Response Service Area is a response that occurs after a fire has been contained and Forestry requests that the Cooperator remain on scene to assist with mop up, when Forestry assumes single command of a wildland fire, or when a cooperator responds outside its Fire Response Service Area as mutual aid for more than four hours. **Forestry is solely responsible for costs associated with these Discretionary responses.**
- 2. Agreements with other Fire Departments:** The Cooperator may have agreements with other nearby Fire Departments such as a **Mutual Aid Response** or **Automatic Response Agreements**. These agreements outline procedures for the Cooperator's response to when other fire departments need additional assistance. The Cooperator agrees to notify Forestry when responding to a wildland fire at the request of another Fire Department. **Cooperators responding due to a mutual aid or automatic response request are not guaranteed reimbursement by Forestry.**

3. **Response outside of Primary Fire Response Area:** When a response request occurs for a fire outside of the Cooperator's primary response area, the fire is also defined as a Discretionary Response. **Discretionary Response** is at the request of the Forestry for the Cooperator to respond to a wildland fire outside a Cooperator's primary Fire Response Area. **Forestry is solely responsible for costs associated with Discretionary Responses.** The Cooperator may choose to respond and assist Forestry to suppress a wildland fire. In order to qualify to respond the Cooperator employees and members will be NWCG certified at a minimum of wildland fire fighter 2, which includes an annual Fireline Refresher Training and work capacity test.
 - a) **Activation Procedures for Discretionary outside of the Primary Fire Response Area:** Forestry will contact the Fire Chief, or designee, for the availability of equipment and personnel to assist on a wildland fire incident. Upon acceptance it becomes a binding contract between Forestry and the Cooperator.

4. **Shift:** When responding to an initial attack wildland fire within the Cooperators Fire Response Service Area (**a typical response**), the first shift for the Cooperator is either 1) a period of time not to exceed twelve hours, that has elapsed between initial notification and containment of a wildland fire as mutually determined by participants in the Unified Command: or 2) period of time not to exceed twelve hours, while suppressing an uncontrolled wildland fire unless mutually agreed to by Forestry and Cooperator.
 - a) When requested by Forestry for a **discretionary response** outside of a Cooperator's Fire Response Area or requested for an extended attack fire, the first shift begins either at notification or a negotiated time.

5. **Command of Incident:** There is a presumption of Unified Command, by mutual consent pursuant to this Agreement for **Typical Responses** during initial attack, the management of wildland fire incidents. The first responder on-scene shall assume functional command of the incident until the arrival of the other responder, after which a **Unified Command** will normally be established.
 - a) The Cooperator or Forestry may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire apparatus and all other aspects of the fire suppression effort for the duration of the incident or until such resources are released.
 - 1) **Forestry will retain command of wildland fire aviation resources.**

B. Inventory of Firefighting Resources (* Required)

- a) **Forestry Resources:**
 - 1) Area Vehicle Lists (Attachment B 1)
 - 2) Personnel Roster and Command Contacts
 - 3) Area Duty Officer Schedule*
- b) **Cooperator Resources**
 - 1) Cooperator Command Contact List *

- 2) Cooperator Equipment Availability and Rate List (OLAS)
- 3) Cooperator Personnel Roster and Pay Rates (if required)

C. Apparatus and Personnel Conditions of Hire, Payment Rates & Billing Procedures

1. **General Provisions:** The Cooperator will request reimbursement for wildland fire response within the defined Primary and Discretionary response areas in accordance with the guidelines established in this Annual Operating Plan (AOP) and following the Cooperator Fire Protection Agreement dated 2017.
2. Forestry will establish rates of compensation, for equipment for apparatus and other equipment using as a guide the current rates listed in the **Online Application System (OLAS)**. Except for special circumstances as agreed upon by the Cooperator and Forestry, these established rates will not be exceeded. The Cooperator will enter into OLAS available equipment including the national typing description and unit identifier, with respective agreed upon, daily and hourly rates. Cooperator request for reimbursement of equipment use is limited to the equipment as listed. The Cooperator will follow the procedures outline in **Chapter 6** of the Alaska Incident Business Handbook for other equipment such as ATVs, boats, buses.
 - a) The Cooperator will provide lists itemizing personnel positions and NWCG qualifications, agreed upon rates of pay.
3. The Cooperator may be reimbursed for performance under the Cooperative Fire Protection Agreement. The methods of reimbursement are **Cooperator Reimbursement** and **Direct Reimbursement**.
 - a) **Cooperator Reimbursement:** In order to use the Cooperator Reimbursement method, the Cooperator must meet the eligibility requirements as defined in the 2017 Cooperator Fire Protection Agreement and define the pay scale for each of the personnel in their Annual Operating Plan. The incident will post all equipment time on Emergency Equipment Use Invoices (OF- 286) and personnel time on OF-288 that will be used as backup for the Cooperator invoice presented to Forestry for reimbursement.
 - 1) The Cooperator will bill Forestry for equipment and personnel using rates as listed in OLAS. Billing will be submitted using the standard itemization and invoice forms. The Cooperator will submit a completed copy of the billing forms within thirty (30) days of the fire being declared out. If the Cooperator was the only responder to the fire, the Cooperator will submit an Incident Report along with the invoices.
 - 2) Cooperator agrees to bill for all resources under their operational control. The reimbursement request for a Mutual Aid and or an Automatic Response by a second Cooperator(s) must have been pre-approved by Forestry. The second Cooperator may or may not have an agreement with Forestry.

- 3) Equipment billing will follow the State of Alaska Division of Forestry Cooperator Conditions of Hire. Billing for equipment should be commensurate with incident use. For example, engines used for personnel transport will be billed as a utility transport vehicle rather than an engine. The billing will be paid in accordance with the resource order. For example, if a water tender is resource ordered but the fire department uses an engine that meets the specification requirements of a water tender, the engine will be billed as a water tender.
- 4) Equipment and personnel time spent refurbishing will be billed for hours that do not exceed the reasonable and customary time for returning equipment to "in service" conditions. Refurb reimbursement is for **Discretionary Response**: not to exceed four (4) hours with Fire Management Officer approval.
- 5) Personnel will be paid on an hourly basis, rounded to the quarter hour based on the operational period as determined by the Incident Commander, unless superseded by the Municipality/Borough Collective Bargaining Agreement. The Incident Commander will provide written justification to Forestry and Cooperator when a shift exceeds 16 hours. When applicable, the Cooperator will submit a copy of the Incident Commander's justification with their billing. Personnel may be on a short or longer shift than the equipment to which they are assigned.
- 6) The Cooperator shall be responsible for payment of all expenses related to operation maintenance of the apparatus. The exception to this is that Forestry provides or reimburses the Cooperator for fuel for the equipment. Upon receipt of an itemized bill Forestry shall reimburse the Cooperator, within 30 days, for actual costs of personnel, apparatus, and other reasonable and necessary expenses as allowed that are directly related to wildland fire suppression. Rates of reimbursement for personnel shall be documented in the AOP.

- b) **Direct Payment:** Forestry shall be responsible for payment of salary directly to Cooperator's personnel hired as EFF, including all lawful deductions, taxes, and insurance. Rates of pay and levels of classification shall be documented.
- 1) Forestry shall be responsible for payment to the Cooperator for apparatus rental. Cooperator apparatus rental rates shall not exceed the rates listed in the most recent 2017 Cooperators Condition of Hire.
 - 2) Forestry direct payment of Cooperator personnel or apparatus does not affect the presumption of Unified Command necessary under this agreement
 - 3) Emergency Fire fighter (EFF): At the discretion of the Cooperator in agreement with Forestry, Cooperator personnel may be hired by Forestry as Emergency Firefighters (EFF) and will become Forestry employees. EFF employees will be compensated at the current EFF rates found in the current Alaska Incident

Business Management Handbook. The Cooperator will not bill Forestry personnel once they are released to work for Forestry as EFF.

- 4) Forestry EFF personnel must complete an EFF hire packet and obtain a resource order in order to be properly reimbursed for their time on an incident. Forestry EFF personnel are responsible for verifying that their hours worked is documented by an appropriate supervisor on a Crew Time Report (CTR) keeping the yellow copy for their records. The supervisor will submit the CTR to the Forestry Finance/Administration Unit.

4. **Property Loss/Damage Report:** The Cooperator will complete a Property Loss/Damage Report explained in the attached form (State of Alaska Division of Forestry Cooperator Condition of Hire) Section 12, documenting lost, stolen or damaged equipment and will submit it under a separate cover to Forestry.

- a) Incomplete, or unsupported, claims will be returned to the Cooperator for further information and or documentation.
- b) Forestry's liability is limited to the lesser of the actual repair costs or market value.
- c) Forestry is not responsible for the costs of loss or physical damage to Cooperator's equipment due to negligence on the part of the Cooperators' personnel, for indirect damages such as loss of use or lost profits, or for "normal" wear and tear.

D. Coordination of Prevention, Investigation and Public Education Efforts.

Prevention Materials: Forestry will provide the Cooperator with wildland fire prevention material to the extent possible. The Cooperator will submit a request for next year's material to Forestry prior to August 15th of the current year.

1. Forestry and Cooperator will coordinate as follows:

- a) Meet prior to the normal burn season of each year to coordinate prevention and public education programs.
- b) Provide wildland fire investigation services and enforcement actions mutually upon requests.
- c) Share Forestry's open burning permit and public education program.

2. Extreme Fire Danger: Forestry will notify the Cooperator when it has been determined that extreme fire danger conditions exist.

3. Burn Closure/Bans and Burning Suspension.

- a) If the Cooperator has the authority as part of a Municipality/Borough's Fire Code, the Cooperator may suspend or close open burning within their Primary Fire Response/Service Area upon notification of the other party. An example is the Municipality of Anchorage, Emergency Services along with the Anchorage Fire Department has the authority to close burning within the Municipality of Anchorage.
- b) Forestry may issue a Burn closure as identified in statutes.

4. Burn Permits: The Cooperator where applicable, will issue burn permits within the Primary Fire Response/Service Area, take burn permit applications at the fire station during regular business hours, and perform site inspections when necessary.

E. Operational Procedures within the Primary Response Area.

1. Wildland Fire Reporting and Notification: Some Cooperators such as those within a municipality/borough are within a local 911 Dispatch system while in more rural communities there is a very limited 911 systems.

- a) For municipal/borough cooperators within a local 911 dispatch system, fires may be reported to the Cooperator through this system. Emergency 911 Dispatch will then initiate a response by the Cooperator and shall notify Forestry when the fire is in the Primary Response/Service Area. If the fire call is received by Forestry, Forestry may initiate a response and then dispatch the Cooperator's through 911 dispatch.
- b) For rural/remote cooperators, fires may be reported directly to the Cooperator and or Forestry. Notification will be made through direct phone call and or radio communication.

2. Wildland Fire Response and Notification Procedures: Forestry and the Cooperator will both respond promptly under their own department standards for operating procedures regarding calls within the Primary Fire Response Area.

- a) The Cooperator, or Forestry, may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire equipment and all other aspects of the fire suppression efforts for the duration of the incident or until such resources are released. The Cooperator or Forestry Officer may refuse to commit their personnel and resources to an unsafe situation, after notification of concerns has been relayed to the Incident Commander.
- b) The Cooperator may request that Forestry assume command of any wildland fire within the Primary Fire Response Area at any time.
- c) Forestry shall provide wildland fire suppression assistance to protect life and property without cost to the Cooperator within the Primary Fire Response Area.

3. Wildland Fire Reports and Other Documentation: Upon request the Cooperator, or Forestry, shall furnish a written fire report to the other party for each wildland fire to which the other party did not respond. This report shall contain the information required by the reporting requirements of the other agency and be submitted within fifteen (15) days after the incident is out. Forestry will allow the submission of the ANFIRS report, via FAX to the local Forestry Office, to fulfill this requirement. The ANFIRS reports should include all available information, a narrative, and a GPS reading to assist Forestry in identification of the property on an USGS topo quad map.

F. Personnel Qualifications Requirements.

- a) Cooperator firefighting personnel responding to wildland fires not involving Unified Command or structures fires will have successfully completed at least the S-130/190 National Basic Wildland Firefighter or equivalent training.
- b) All Cooperator employees and members will be NWCG certified at a minimum of Wildland Firefighter 2, which includes an annual Fireline Refresher Training and Work Capacity Test, when responding outside of the Fire Response Area. All personnel hired as EFF by Forestry must meet the established NWCG physical fitness and training standards for the position hired. Forestry will provide wildfire training and prevention material to the Cooperator upon request.

G. Training: The intention of Forestry is all responders to wildfires are certified at a minimum of a National Wildfire Coordinating Group (NWCG) Wildland Firefighter 2. Forestry will make wildland fire training available to the Cooperator on an annual basis based on the priorities established in the Annual Operating Plan. The Cooperator may utilize any combination of the following for the training of their personnel:

- a) On-line (I-100, I-200, S-130, S-190, IS-700, IS-800)
- b) Crosswalk (provided they have an accrediting training program through the Alaska Fire Standards Council),
- c) Forestry sponsored wildland fire training courses
- d) Cooperator personnel who are operating apparatus are encouraged to complete the ENOP Task Book.

1. Forestry will continue to work toward a program to certify Cooperators as qualified instructor for wildland fire courses.
2. Forestry will offer Cooperator personnel upper level wildland fire management courses in order to have adequate resources to call upon, if the Cooperator notifies Forestry with a list of nominees.
3. The Cooperator and Forestry agree that, periodically, it may conduct joint drills or exercise of response plans for either agency. The Cooperator and Forestry agree that they will assume worker's compensation liability for their own personnel during such drills.
4. The Cooperators and Forestry should familiarize their personnel in the operation of each other's equipment as part of annual training.

H. Radio Frequencies: The Cooperator and Forestry agree to review each year the radio frequency lists prior to the start of the fire season. A copy of the updated radio frequencies list will be exchanged.

I. Cooperator Specific Subjects and Issues.

1. Personnel Pay Rates and Compensation: If the Cooperator has paid personnel, they will remain employees of the Cooperator whether the employees are paid as a Borough, or Municipal employee or Cooperator employee.

a) Personnel may be hired by Forestry as EFF in accordance to the Cooperative Fire Protection Agreement.

b) If the Cooperator is required to supply a firefighter at their station due to a documented Fire Department policy, municipal ordinance and or union contract, the Cooperator will provide Forestry with the cost of that employee. Forestry only pays the difference in the overtime above what the regular salary would have been for the backfilling of that employee.

2. Station Use Agreement / Land Use Agreement: An example would be if the Cooperator has fire station space available for use by Forestry in the event that additional space is needed. A Land use/Station Use Agreement will be implemented followed with a resource order.

3. Operational Procedures: The Operational Procedures outlined in Section E. of this Annual Operating Plan are in effect. The Cooperator and Forestry agree that the Cooperator may request that Forestry take over any wildland fire inside the Primary Fire Response Area at any time with appropriate notice to Forestry. At that point, Forestry may elect to hire Cooperator equipment and personnel in accordance with this AOP, Section C.

4. Resources: Forestry and the Cooperator agree that it is in the best interest of both parties that billing be consolidated whenever possible. The Cooperator will attempt to incorporate reimbursable expenses of the Fire Department, Borough or Municipality whenever reimbursable services, supplies or equipment are ordered by Forestry and supplied by the Cooperator. Examples of reimbursable expenses in this context include: GIS mapping service; Borough/ Municipal employees; and use of Borough / Municipal facilities and vehicles. This requires Forestry preapproval and a resource order.

J. Effective Date and Termination

This Annual Operating Plan (AOP) shall be effective upon execution by both parties and shall continue in effect until a new one is signed, unless terminated. Preparation, review, and/or modification of this AOP, shall normally be completed prior to March 15 of each year. In the event a new AOP is not executed on or before March 15 of the following year, this agreement shall continue in effect as written or modified until terminated or replaced by a new AOP. Either party may terminate this AOP without cause, thirty (30) days after written notice of intent to terminate has been served.

K. Compliance Failure

Failure of the Cooperator or Forestry to insist upon the strict compliance of any of the terms in this Annual Operating Plan (AOP) shall not constitute a waiver by either of the parties of its rights with respect to performance rendered thereafter or to insist upon full and strict compliance of the exact terms of this AOP.

L. Notice

All legal notices relating to this Annual Operating Plan, including changes of address shall be mailed to Forestry and Cooperators at the following address:

State of Alaska

Department of Natural Resources
Division of Forestry
42499 Sterling Highway
Soldotna, AK. 99669

Cooperator

Kenai Peninsula Borough Clerk
144 N. Binkley St
Soldotna, AK 99669

Cooperator


Central Emergency Services
253 Wilson Lane
Soldotna, AK 99669

M. Severability

In the event a provision of this Annual Operating Plan is found to be unenforceable or void for any reason, it shall be considered as severed from this agreement, and the remaining portions shall stand as if that portion had never been included. In the event the unenforceable or void provision is legally essential to the continuing existence of the agreement, the parties shall attempt to substitute a reasonable replacement provision.

Annual Operating Plan Signatures

For Division of Forestry State of Alaska Department of Natural Resources




Area Forester

5-9-2017

Date

For the Cooperator

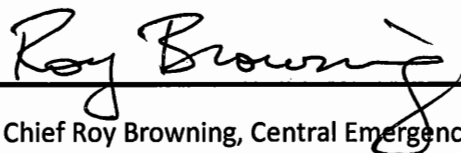


Mayor Mike Navarre, Kenai Peninsula Borough

5/31/2017

Date

For the Fire Department/Service Area



Chief Roy Browning, Central Emergency Services

5-9-17

Date