

# COOPERATIVE AGREEMENT

Between

**U.S. DEPARTMENT OF THE INTERIOR,  
NATIONAL PARK SERVICE,  
KENAI FJORDS NATIONAL PARK**

And

**KENAI PENINSULA BOROUGH ON BEHALF OF THE KENAI PENINSULA  
BOROUGH BEAR CREEK FIRE SERVICE AREA**

## **I. BACKGROUND**

### **A. Purpose**

1. The purpose of this Cooperative Agreement (hereinafter Agreement) is to facilitate the exchange of personal services and equipment required to respond to emergencies affecting public safety and to help protect life and property within Kenai Fjords National Park (hereinafter KEFJ or Park), its Maintenance Facility outside the Park, and the Bear Creek Fire Service Area (hereinafter BCFSA).

### **B. Authority**

1. Statutes 42 USC 1856 and 54 USC 1b(1) provide authority for the National Park Service (hereinafter NPS) to enter into reciprocal agreements and to render emergency assistance to BCFSA to preserve life and property.
2. Alaska Statute 18.70.150 authorizes the borough to enter mutual aid programs by resolution or ordinance to provide fire services outside of its boundaries. 7 AAC 26.285 authorizes state-certified emergency medical services to establish a mutual aid agreement with another state-certified emergency medical service by written agreements in accordance with a borough ordinance or resolution if the service is funded by local tax money. Upon approval of the Kenai Peninsula Borough (hereinafter KPB) Assembly the KPB Mayor has authority to enter into this agreement with KEFJ regarding public safety and the protection of life and property on Park administered land and Park owned properties.
3. The KEFJ Superintendent has signature authority to enter into agreements with the KPB on behalf of the BCFSA regarding public safety and protection of life and property on Park administered land and Park owned Properties within the BCFSA response area

## **II. STATEMENTS OF WORK**

### **A. Life Safety and Conservation**

In the event of a public safety and property incident on Park Administered land:

**1. The KPB on behalf of the BCFSA agrees to:**

- a) Subject to available resources, respond to all fires with a qualified crew based on a determination by the senior officer on duty at the BCFSA whether to respond in part, or in whole, or to deny the KEFJ in part or in whole based on a determination of what response would be in the interest of the jurisdictional area of the BCFSA. The senior officer at the BCFSA shall promptly notify the KEFJ staff of the level of response the BCFSA will employ. The definition of a qualified crew is a crew that meets or exceeds State of Alaska fire certification standards.
- b) Immediately notify KEFJ staff of such a fire through established dispatch procedures.
- c) Cooperate with KEFJ staff in the immediate suppression of all structural, vehicular, wildland fire, and hazardous material incidents.
- d) Cooperate with KEFJ under a Unified Incident Command, by assuming Incident Commander on all fires and hazardous material incidents.
- e) When suppressing any type fire, the BCFSA agrees, in so far as is possible, to maintain the point of origin for the purpose of investigation by NPS personnel. All evidence on the point of origin shall be handled by BCFSA in accordance with their procedures and State laws; copies of the evidence on the point of origin will be given to NPS personnel.
- f) When suppressing fires adjunct or within or structures known by responding personnel to contain museum collections, the BCFSA agrees to modify their suppression tactics in order minimize damage to collections and historical fabric.
- g) For the purpose of this Agreement, the following persons will be considered, in descending order, as the Superintendent's designated representative, and may be contacted through the Seward Police Department Dispatch or Phone:
  - Chief Ranger:  
Office: 907-422-0520
  - Alaska Regional Communication Center  
(ARCC): 907-683-9555

**2. The KEFJ agrees to:**

- a) Immediately notify the BCFSA of a fire through established dispatch procedures.
- b) Cooperate with the BCFSA under a Unified Incident Command. The BCFSA will assume the lead role on all fires and hazardous materials incidents except when another responder may be required to assume the lead role.

- c) Provide traffic control and emergency medical assistance for injured persons in either type of fire.
- d) Conduct walk through inspections for the BCFSA to familiarize the department with building floor plans and sensitive areas to include museum collections and buildings of historical significance.
- e) BCFSA will be given the opportunity to use KEFJ owned buildings and Park managed land to conduct training classes and exercises with prior authorization from KEFJ.
- f) KEFJ will maintain all existing and all new alarm systems in buildings to the National Fire Protection Association (NFPA) Life Safety Code. Trained personnel shall be available on a 24-hour basis to repair all such systems.
- g) Solicit and accept recommendations from the BCFSA command personnel in suppression and rescue procedures, insofar as they do not conflict with KEFJ/NPS policies. For the purpose of this Agreement, BCFSA command personnel are the following positions or such others as may be provided by the BCFSA.:
  - Chief
  - Operations Assistant Chief
  - Administrative Assistant

**B. Fire Not on Park Administered Land to Which the BCFSA Responds**

In the event of a fire on land adjacent to the Park boundary or within the BCFSA:

**1. The KEFJ agrees to:**

- a) Provide traffic control and/or emergency medical assistance for injured persons.
- b) Recognize and follow orders from the BCFSA command personnel or appropriate city/state authority during emergency responses, disasters, search and rescue operations, and other all risk management type events.

**2. The BCFSA agrees to:**

- a) Establish a clear command structure and provide orders and instructions to KEFJ NP personnel.

**C. Operations**

**1. BCFSA personnel and equipment will be activated as follows:**

- a) Emergencies – KEFJ NP will request emergency assistance through established dispatch procedures.

- b) Business - The Park will initiate business contacts by calling the BCFSA at (907) 224-3345 or by calling the Seward Police Department Dispatch non-emergency number at (907) 224-3338.

2. KEFJ NP personnel and equipment will be activated as follows:

- a) The BCFSA will request emergency assistance through established dispatch procedures.
- b) Business – KPBC BCFSA will initiate business contacts by calling the following personnel or such other persons as may be identified in supplemental attachments to this agreement provided by KEFJ NP:
  - Chief Ranger – (907) 422-0420
  - Superintendent – (907) 422-0518

#### **D. Cooperative Provisions**

1. The KEFJ and the BCFSA mutually agree to the following:

- a) In the execution of this Agreement, employees or agents of the BCFSA are not considered employees of KEFJ NP or NPS. Employees or agents of KEFJ or the NPS are not considered employees of the Kenai Peninsula Borough or the BCFSA.
- b) No party to this agreement shall be bound to make any expenditure under this Agreement, except as may be authorized by law.
- c) KEFJ NP and the BCFSA waive all claims against each other for compensation for any loss, damage, personal injury or death occurring as a consequence of activities pursuant to this Agreement.
- d) All suppression qualified BCFSA personnel will meet the minimum requirements of the BCFSA.
- e) The respective parties of this MOU will provide personal protective equipment (PPE) for their employees.
- f) To grant permission to each other to monitor the radio frequencies of the other and communicate as needed.
- g) As appropriate, both parties will provide assistance and support for disaster and emergency preparedness and response needs.

#### **III. AGREEMENT EVALUATION**

The parties will jointly review the results and effectiveness of this Agreement every two years from the commencement date. The Agreement may be amended at any time by the written, mutual consent of the parties. The approved amendment(s) will immediately become a part of this Agreement.

**IV. TERM OF THE AGREEMENT**

This Agreement shall be in effect for a period of five (5) years, commencing on the date of signature of the Park Superintendent and Fire Chief.

**V. REPORTS**

- A. The respective parties of this Agreement are responsible for their own timekeeping and other required records and reports.
- B. The Department of the Interior agrees to assist the Park in the completion of the NPS fire report as it relates to origin and cause and estimated damages.

**VI. TERMINATION**

This Agreement may be terminated by either party by providing written notice to the other party sixty (60) days in advance of the termination.

**VII. LIABILITY**

The Parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

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KEFJ Chief Ranger: Rob Wissinger

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Date

\_\_\_\_\_  
KEFJ Superintendent: Eric Veach

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borough Mayor: Charlie Pierce

\_\_\_\_\_  
Date

\_\_\_\_\_  
BCFSA Chief: Connie Bacon

\_\_\_\_\_  
Date