

Cooperative Fire Protection Agreement
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

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1. Recitals

It is the intent of AS 41.15.010 that the Alaska Division of Forestry (Forestry) provides 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 Cooperators when responding to and suppressing wildland fires.

Typical responses are those that a Cooperator undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Typical Response in a wildland fire response scenario begins at the time of notifications 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 and the Cooperator's Fire Chief, Forestry is not responsible for the costs.*

Discretionary Response:

a) *Within the Primary Response 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 Service Area as mutual aid for more than four hours. Forestry is responsible for the costs.

b) *Outside of the Primary Response Area:* a response to a wildland fire at the request of Forestry to a wildland fire outside a Cooperator's Primary Fire Response/Service Area. Forestry is solely responsible for costs associated with Discretionary Responses.

3. Definitions

Annual Operating Plan (AOP): Negotiated annually between the Cooperator and Forestry to define operational detail.

Back Fill: When the Cooperator is required to supply a firefighter at their station due to a document Fire Department policy, municipal ordinance and or union contract. Forestry will only pay for the difference in the overtime above what the regular salary would be for backfilling the employee.

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.

Discretionary Response: A response outside of the Primary Fire Response/Service Area within which the Cooperator may choose to respond, or assist Forestry to suppress a wildland fire. A Discretionary response may occur at the request of Forestry for the Cooperator to remain at the scene of a wildland fire within their Primary Fire Response/Service Area once the fire has been contained.

EERA Equipment: Emergency Equipment Rental Agreement Equipment includes equipment rented to Forestry that is not fire apparatus as defined below. The EERA equipment is registered into OLAS using established rates.

Extended Attack: When wildland fire suppression activity goes beyond the first shift. The fire may be within the Division of Forestry's Fire Protection Area and/or within the Cooperator's agreed Primary Fire Response Area or be considered "out of area".

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.

Fire Response Area: The Cooperator's Fire Service Area or designated area where the Cooperator has primary responsibility for fire protection.

Fire Stores: Items as needed to complete required minimum equipment inventory as specified in Forestry's Cooperator Conditions of Hire, Chapter 7 of the Alaska Incident Business Management handbook (AIBMH).

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.

Initial Attack: Fire suppression activities to achieve containment of a wildland fire.

OLAS: On-line Application System is used to register, hire, and track Cooperator fire apparatus and EERA equipment. OLAS will be used in the future for entering and tracking the Cooperative Agreements and Annual Operating Plans (AOPs) submitted by Cooperators.

Property: Property located within a fire response area excluding forested land as defined in AS 41.15.170

Shift:

When responding to an initial attack wildland fire (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.

When requested by Forestry for a discretionary response outside of a Cooperator's Fire Response/Service Area or requested for an extended attack fire, the first shift begins either at notification or a negotiated time.

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

Wildland Fire: Uncontrolled burning of grass, brush, timber and other natural vegetative material.

4. Command of Incident

Typical Response: There is a presumption of Unified Command during initial attack for 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.

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.

Discretionary Response: Once the fire has been contained within the Cooperator's Fire Response Area and the decision is made to break from unified command, Forestry shall assume single command. At this point, Forestry is fiscally responsible for costs incurred suppressing the wildland fire.

5. Reimbursement and Status of Employees and Apparatus

Rates: All Cooperator apparatus and Emergency Equipment Rental Agreement (EERA) equipment must be registered in the Online Application System (OLAS) using established rates listed in OLAS, and the appropriate conditions of Hire. Rates and Conditions of Hire forms are also included in the Alaska Incident Business Management Handbook.

Discretionary Response: The Cooperator shall be reimbursed for performance under this Cooperative Fire Protection Agreement. The methods of reimbursement are:

- **Direct Payment to the Cooperators:** *Where Cooperator personnel, as mutually agreed to by both the Cooperator and Forestry, are hired as Emergency Firefighters (EFF) by Forestry and paid directly; and apparatus is rented and paid directly to the Cooperator.*
- **Cooperator Reimbursement:** *Where actual costs of personnel and apparatus are reimbursed to the Cooperator.*

A. In the event where an Annual Operating Plan has not been signed by Forestry, rates paid for apparatus will not exceed the latest version of the rates listed in the Online Application System (OLAS). (See Cooperator Conditions of Hire for Wildland Fire Suppression Activities). For other Fire Department equipment not listed under Chapter 7 of the Alaska Incident Business Management Handbook see Chapter 6 Emergency Equipment Hiring.

B. State of Alaska, Division of Forestry employees remain employees of the State whether they work under the Cooperator or Forestry command. Cooperator

personnel shall become employees of the State through the Emergency Fire Fighter program, with the attendant pay and benefits, depending on which payment methods the Cooperator chooses.

- C. **Backfill reimbursement** (see definition): The incident will reimburse all backfill overtime costs. Forestry only pays for the difference in the overtime above what the regular salary would be for the backfilling employee associated with the deployed employee(s). A requirement by municipal ordinance, union contract, and or written department policy, the backfilled person is needed to maintain adequate staffing for the department.
 - 1. These costs will be billed as outlined above, and segregated from the deployed personnel.
 - 2. Rates should be attached as an addendum to this document.
- D. **Direct Payment:** Forestry shall be responsible for payment of salary directly to the Cooperator's personnel hired as qualified EFF, including all lawful deductions and insurance. Rates of pay and level of classification shall be documented in the Annual Operating Plan. Forestry shall be responsible for payment to the Cooperator for apparatus and EERA equipment rental. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Notice of employment as EFF, and hiring of apparatus and equipment will be affected by completion of appropriate hiring documents, or, if the emergency situation demands notifications of the responsible State of Alaska Forestry Dispatch Office that Cooperator employment and/or hiring has occurred. In the last case, official documentation will be completed as soon as practical.
- E. **Travel, Meals, and Lodging: Discretionary Response:** Travel time between the duty station, or fire station, and the incident is also reimbursable. Meals and lodging will be provided by Forestry for employees on assignment away from their Primary Fire Response/Service Area.
 - 1. Refurb/Rehab: Fire department is allowed up to 4 hours with the Fire Management Officer's approval for refurbing and rehab of their equipment only for extended attack and or discretionary response to wildland fires. No other travel costs will be reimbursed.
- F. **Mutual Aid resources must be pre-approved by Forestry to be eligible for reimbursement.**

6. Worker's Compensation

Typical Response: The Cooperator and Forestry are responsible for their own personnel Worker's Compensation.

Discretionary Response: EFFs are considered State employees.

7. Liability Insurance:

Typical Response: Forestry is responsible for its own liability insurance coverage.

The Cooperator is responsible for its own liability insurance and coverage when not being reimbursed or paid by Forestry under this Agreement.

Discretionary Response: Forestry apparatus, including FEPP, loaned to a Contractor is covered by Forestry liability insurance and coverage, regardless of whether or not the operator is a State employee, provided the apparatus is utilized in the scope of permissive use. Permissive use is described as response to and operation on a wildland fire.

8. Fire Equipment Use

Discretionary Response: Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the Cooperator fire stores as needed to complete the required minimum equipment inventory as specified in Cooperator Conditions of Hire. The Cooperator 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 Cooperator accountable for consumable fire supplies.

If non-consumable fire stores become broken, or otherwise unusable, the Cooperator will return the damaged item, along with a statement 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 Cooperator, the Cooperator will be liable for replacement.

9. Training and Prevention

Discretionary Response: All Cooperator employees will be NWCG certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test, when responding outside its Fire Response/Service Area. 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 and prevention material to the Cooperator upon request.

10. Investigation

See Annual Operating Plan for investigation procedures.

11. Annual Operating Plan

As soon as practical after this Agreement is executed and annually thereafter prior to March 15 of each year, the Cooperator and the State Forester or his designee shall meet to negotiate an Annual Operating Plan (AOP). The subject matter of the AOP shall include what is needed to help define the operational details. At a minimum the AOP should include mobilization procedures, a map or description of response area, training and qualifications, personnel rosters, contact information, education/prevention/investigation coordination procedures and radio frequencies (communication coordination).

12. Notification

The notification procedures are outlined in the Annual Operating Plan.

13. Parties Responsible for their own Acts.

Each party agrees that it will be responsible for its own acts and the results thereof and each party shall not be responsible for the acts of the other party; and party agrees will assume its own risk and liability resulting from their own acts under this Agreement.

14. 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, statues, ordinances, rules and regulations.

15. Non-Waiver

The failure of the Cooperator or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions of this Agreement nor in any way affect the validity of this Agreement or any part thereof to enforce each and every protection hereof.

16. Review and Modifications

The parties agree to review this Agreement every Five (5) years maximum. From time to time, the parties may agree to modifications to the scope of services to be performed under this agreement. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and approved by all signatories prior to effect.

17. 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, not for or against any party.

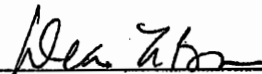
18. Agreement Effective Date and Termination

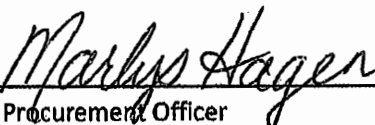
This Agreement supersedes all other versions of these documents and is effective as the date of last signature of the parties and remains in effect indefinitely unless terminated. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

Cooperative Fire Protection Agreement Signatures

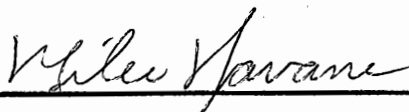
For Division of Forestry State of Alaska Department of Natural Resources

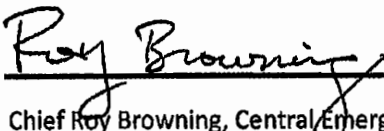
 5-9-2017
Area Forester Date

 5-9-2017
State Forester Date

 5/23/17
DNR Procurement Officer Date

For the Cooperator

 5/31/2017
Mayor Mike Navarre, Kenai Peninsula Borough Date

 5-9-17
Chief Roy Browning, Central Emergency Services Date