

Introduced by: Mayor
Date: 04/20/21
Action: Adopted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-031**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATIVE FIRE PROTECTION AGREEMENT BETWEEN THE STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, AND THE KENAI PENINSULA BOROUGH ON BEHALF OF THE WESTERN EMERGENCY SERVICE AREA

WHEREAS, pursuant to AS 41.15.010, *et seq.*, the State of Alaska is responsible for the protection of natural resources and watersheds on all state, private, and municipal lands; and

WHEREAS, pursuant to Title 16 of the Kenai Peninsula Borough Code of Ordinances, the borough is responsible for fire protection within its fire service area boundaries; and

WHEREAS, an intergovernmental cooperative agreement has been negotiated between the borough and the State of Alaska, Department of Natural Resources, Division of Forestry, in order to provide more comprehensive fire protection from wildland fires to protect persons within the service area; and

WHEREAS, Alaska Statute 18.70.150 provides that “A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it; and

WHEREAS, the borough administration has examined the proposed agreement and has concluded that it should be adopted by the assembly; and

WHEREAS, at its regularly scheduled meeting held on April 14, 2021, the Western Emergency Service Area Board recommended approval by unanimous consent;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the Cooperative Fire Protection Agreement between the State of Alaska, Department of Natural Resources, Division of Forestry, and the Kenai Peninsula Borough on behalf of the Western Emergency Service Area is adopted, and the mayor, or his designee, is authorized to enter this agreement.

SECTION 2. That the 2021 Annual Operating Plan format is approved, and the mayor, or his designee, is authorized to execute the 2021 Annual Operating Plan, and authorized to execute future annual operating plans substantially in this format after considering recommendations by service area board.


SECTION 3. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 20TH DAY OF APRIL, 2021.

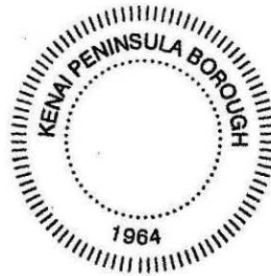


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert

No: None

Absent: None

2021

Annual Operating Plan

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

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

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

Sections

- A. Fire Response and Notification Procedures in the FD Service Area**
- B. Discretionary Response Procedures**
- C. Communications**
- D. Command**
- E. Fire Reports and Reporting**
- F. Prepositioning**
- G. Investigation Procedures**
- H. Prevention**
- I. Training Standards and Physical Fitness**
- J. Fire Department IMT and National Participation**
- K. Fire Stores/Equipment**
- L. Operating Procedures**

Purpose

The Annual Operating Plan (AOP) is a supplement to the Cooperative Fire Protection Agreement (CFPA) and outlines the procedures to be followed in this agreement. The CFPA implements the intent of AS 41.15.010 - 41.15.170 to provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on forested land that is owned privately, by the state, or by a municipality. It is also recognized by the Cooperator (FD) that an obligation exists to provide protection to life and property from wildland fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the FD's and the State of Alaska to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interests of both the FD's and the State of Alaska to suppress wildland fires quickly and efficiently to minimize the destruction of natural resources and threat to life and property.

A. Fire Response and Notification Procedures in the FD Primary Service Area

1. Within a FD's Primary Service Area, State of Alaska Division of Forestry (Forestry) will generally not respond to wildland fires after normal work shift during Low or Moderate Fire Danger Levels listed in the Fire Staffing and Action Guide. This section does not preclude a FD from requesting Forestry assistance on any wildland incident that exceeds the capability of their resources for control.
2. Upon receipt of an incoming call for a wildland fire within State's protection area, the FD's Dispatch Center will contact local Area Forestry Dispatch or the Area Forestry Duty Officer to forward fire information.
3. The FD's Senior Fire Officer (SFO) will notify Forestry, either through the State's primary radio frequency (ALMR) or call local Area Forestry Dispatch for any response to a wildland fire within the FD's primary response area. The FD's SFO may instruct their dispatch center to make this call to Forestry at the time of dispatch.

B. Discretionary Response Procedures

1. Within the FD's Primary Response Area: Forestry is responsible for FD costs after a fire has been contained and Forestry assumes single command of the wildland fire. At that time, specific requests for FD apparatus and personnel to remain on scene by the Incident Commander (IC) will be eligible for compensation. Forestry is responsible for FD costs for fires that go beyond the first operational period, also referred to as extended attack fires. When extended attack fires occur, the Forestry IC will determine apparatus and personnel necessary to complete the objectives of the incident. Only apparatus and personnel determined necessary by the IC will be compensated back from the original time of dispatch.
2. The FD's Fire Chief will be contacted prior to apparatus or staff responding to Discretionary Response inside or outside FD's response area by the Forestry FMO or Area Forester.
3. Outside of the Primary Response Area: When requesting a discretionary response outside the FD's service area, Forestry FMO will contact the Fire Chief who will notify their appropriate dispatch office. The decision of accepting a discretionary response request is at the sole discretion of the Fire Chief. In accordance with their department's policy, the Fire Chief will make all appropriate notifications prior to the acceptance of the discretionary response request. When requesting a FD's discretionary response, Forestry will designate the type and number of apparatus or equipment needed. If available and with FMO and Fire Chief approval, a department SFO may accompany the

unit(s). Forestry is solely responsible for costs associated with Discretionary Responses.

C. Communications

1. For multiple agency response and helicopter communications, Tactical Frequencies are recommended for initial contact only. Incident frequencies will be established and coordinated by responding agencies once on scene and reported back to local Area Forestry Dispatch. Responding units may contact the FD dispatch as a back-up for the communications plan.
2. On scene communications between ground forces and any aircraft will be routed through a single point Forestry contact as designated by the incident commander. The primary frequency for aircraft communication is State Air to Ground channels (A/G1 or A/G2).

D. Command

1. Upon arrival at a wildland fire incident, the first unit on the scene establishes command until it is determined that a unified command is needed.
2. Upon transfer of command by a FD Incident Commander, a Forestry Incident Commander must be established as either Unified or Single Command when Forestry resources remain on scene. This command change must be documented by calling local Area Forestry Dispatch with notification of change.
3. Forestry will maintain control of all Forestry contracted aviation resources.

E. Fire Reports and Reporting

1. FD's will provide Forestry with a copy of:
 - Incident map
 - Alaska National Fire Incident Reporting System (ANFIRS) report with a narrative stating pertinent information and suspected cause.
 - Email ANFIRS report to local Area Forestry Dispatch within 48 hours of the incident being called out.

F. Prepositioning

1. Forestry will provide the FD with a daily fire danger rating and hours of availability during fire season.
2. Forestry Dispatch will always have discretion when assigning Forestry resources and can direct them to a higher priority fire at any time.
3. Local Area Forestry Offices and local FD's may establish different protocols and procedures for prepositioning. Differences in preposition procedures need to be established prior to the start of fire season.

G. Investigation Procedures

1. Upon arrival at a wildland fire incident, the first arriving units on the scene shall establish a chain of custody on scene, secure any suspected fire origin areas from encroachment or tampering, protect evidence in place and identify any potential witnesses and/or suspects prior to the arrival of Forestry. Forestry will provide fire investigators to determine the cause of wildland fires. The request for an investigator must be placed early in the incident and every effort must be made to protect the point of origin of the fire until the investigator arrives on scene to begin a formal investigation.

2. During the established wildland fire season, the FD, if they are the first arriving agency on an incident, will establish and maintain a chain of custody for both escaped or non-escaped fires which may involve any potential violations of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95. This chain of custody shall be maintained until transferred by the FD to Forestry. In the event the FD has insufficient resources to maintain a chain of custody due to fire activity or staffing, they shall be responsible for documenting the incident, both in writing and pictures, prior to departing. Investigation information shall be provided to Forestry as soon as possible.
3. The FD may be requested to assist or provide information to Forestry for both escaped and non-escaped fires that may be in violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95. Should criminal or civil legal action be taken by Forestry against a party for violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95, the FD may be required to provide additional information and/or be called to testify in court on Forestry's behalf. The FD and Forestry may establish a separate agreement for any costs that would be incurred to either party should this occur.
4. The FD may not enforce, through verbal or written warnings or citation, State wildland fire protection laws under AS 41.15 and/or 11 AAC 95 unless the FD has collateral law enforcement duties and has been granted authority to undertake such actions.

H. Prevention

1. The statewide Wildland Fire Prevention Program Office coordinates all wildland fire public education outreach, engineering, investigation and enforcement efforts on all lands under Forestry's statutory authority. Area specific Wildland Prevention programs are managed by local Area Forestry Offices. The FD may assist Forestry with public education about wildland fire prevention, permitted burning, safe burning practices and providing them with Forestry approved public education materials where available.
2. When requested, Forestry will assist with FD fire prevention programs contingent on staff availability and fire activity.
3. Forestry has authority under Sec. 41.15.060 to establish and maintain burn permit requirements on all State, municipal and private forested lands. FD's under 11 AAC 95.412(d)(4) may implement their own local burn permit program if the requirements are equal to or more stringent than those required by the State.
4. Forestry has established two type of permitted burning during the designated fire season:
 - Small-Scale permitted burning which is limited to one burn barrel of up to 55 gallons in size, one brush pile up to 10 foot in diameter and four feet in height, **or** the burning of up to one acre of maintained lawn no more than four inches in height. This permit does not require a site inspection by Forestry prior to burning.
 - Large-Scale permitted burning that involves operations that are more complex than those allowed under a Small-Scale permit. This permit may require a site inspection by Forestry prior to burning. The Cooperator may assist Forestry in distributing Small-Scale Burn Permits within their Primary Response Area when applicable.
5. Forestry has authority under 11 AAC 95.445. to temporarily suspend Small and Large-Scale permitted burning on all state, municipal and private forested lands. Forestry will announce temporary burn suspensions by notifications on the Division of Forestry's Internet website and by recorded telephone message at local Area Forestry offices. The announcement will specify the area under suspension and the effective dates and time period of the suspension. Forestry will notify the

FD of burning suspensions, wind advisories, closures, and Red Flag Warnings through the Daily Prepositioning Report. Additional information about weather and burning conditions may be found at <http://forestry.alaska.gov/burn>. Telephone notification will be made for emergencies not covered in the Prepositioning Report.

6. The Commissioner of Department of Natural Resources (DNR) may immediately close an area to the setting of fires, smoking, use of specified approved burning devices, entry, or other use on the land when the commissioner determines that these activities would significantly increase the fire danger. (b) An emergency burn closure applies to all activities and on all state, municipal, and private land identified in the closure, including burning conducted under 11 AAC 95.412(d)(4). Forestry will announce an Emergency Burn Closure by notification on the Division of Forestry's Internet website, local radio, and local print media if any exist. Notices will specify the area closed, the activities restricted, and the effective dates of closure.
 - The FD may close open burning in accordance with the provisions of the local fire codes or ordinances.
 - The FD's SFO may request through their local Area Forestry Office to open, suspend or close both permitted and/or non-permitted burning under Forestry's jurisdiction by contacting the Forestry Fire Management Officer (FMO) by email, phone or in person. Requests of this nature will follow Forestry policies and procedures.

I Training Standards and Physical Fitness

1. Forestry and their delegated agencies will issue National Wildfire Coordinating Group (NWCG) Interagency Red Cards after proof of training and physical fitness. Qualifications will be demonstrated by possession of a current, valid Red Card appropriate to the position being hired. All personnel hired as Emergency Fire Fighter (EFF) by Forestry must meet established physical fitness and training standards for the position hired. There will be no exceptions.
2. FD personnel assigned to a Discretionary Response **within the FD's Primary and Mutual Aid Response Area** shall be certified by the FD's Chief or designee as trained and fit for the duty(s) requested. Personnel not possessing NWCG Interagency Red Cards shall remain employees of the FD. They are the liability of the cooperator and are not eligible to be hired as EFF.
3. For other positions, FD's will follow NWCG training and Certification guidelines under PMS 310-1.
4. Consideration for fully qualified NWCG position requires attending appropriate position classroom training, successful performance on assignments and completing an NWCG Position Task Book (PTB).
5. Personnel shall meet all established physical fitness and training standards for these positions.
6. Mutual Aid requests from other FD's follow FD certification process.
7. Forestry may assist in the training of agency personnel in preseason wildland fire protection, refresher and pack test.
8. Red card certification must be made prior to any assignments (preferably at the beginning of wildfire season) for FD personnel assigned to Discretionary Response **outside the FD'S Primary and Mutual Aid Response Area** and sent to the local Area Forestry Training Officer by **May 1st of every year.**

J Fire Department IMT and National Participation

1. Individual FD personnel fulfilling Incident Management Team (IMT) positions, qualified or trainee are not subject to preparedness level thresholds. As such, these resource orders will be filled accordingly through local Area Dispatch Office.
2. Qualified FD personnel will be made available, after mutual consent of Forestry and FD Chief, for assignments by notifying local Area Dispatch
3. In the interest of advancing FD employee experience, "trainees" may be assigned to incidents under this agreement where FD will cover all costs except travel, food, and lodging through prior mutual agreement of Forestry on a case by case basis.
4. On National assignments, all regular full-time FD personnel will be reimbursed at their regular FD rates to include benefits for the hours worked. The FD will not be reimbursed for associated costs for backfill or minimum staffing levels.
5. FD personnel must be self-sufficient; they must have the ability to provide for food, lodging, fuel and miscellaneous maintenance for equipment.

K. Fire Stores/Equipment

1. Discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD additional supplies as needed to complete the required minimum equipment inventory. 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.
2. FD's will outfit apparatus based on Minimum Required Equipment and Supply Table. Wildland fire issued from FD supplies that are lost or damaged can be replaced through the State Fire Warehouse, with appropriate Resource Order (RO) and fire number. Any lost or damaged supplies or equipment may also be replaced by filling out the appropriate Property Loss Damage Report and submitting with Finance Packet.
3. All personnel responding to wildland fire shall be equipped with proper personal protective equipment as stipulated in the Division of Forestry (DOF) Policy and Procedures Manual Section 2120. This includes a fire-retardant shirt and jeans or coveralls, helmet (non-metal), eye protection, heavy-duty leather gloves, 8" tall lace up leather boots, and a fire shelter for each person.

L. Operating Procedures

1. **Timekeeping:** The start of the rental period begins upon passing inspection and receiving a completed Pre-use inspection form (OF-296). Time shall be documented on the initial shift ticket. Each service call will be documented via shift tickets to an Emergency Equipment Use Invoice, OF-286, or equivalent. Crew Time Reports (CTR) and Equipment Shift Tickets must be signed by Fireline Supervisor.
2. Crew Time Reports (CTR) should be started for apparatus staff once equipment is inspected and placed in service.
3. **Apparatus Staffing:** The FD shall furnish the required staffing as listed in Tables 1-6, for each apparatus. The FD will ensure that the personnel provided are qualified to staff the apparatus.
 - Additional FD personnel above minimum staffing levels listed in the rate table may staff the

apparatus. Variations from staffing levels listed in the AOP rate tables must be mutually agreed upon by Area Forestry FMO and the FD and adjustments must be noted on the RO and documented daily with the Equipment Shift Tickets (OF-297).

- Apparatus may be staffed below recommended minimums with approval from FMO. If staffed below minimum it will be noted on RO at the time of hire and the rate will be reduced proportionately from Combined Rate amount listed.
- At the end of rental agreement, the release inspection portion of the OF-286 must be performed and completed.
- **All personnel staffing apparatus will be listed legibly daily on Equipment Shift Ticket's (OF-297) with FD status next to each name and position filled on the apparatus. (i.e. FFT1, FFT2, ENOP) (example: Jane Smith FFT1)**

4. Transportation of Apparatus: Apparatus shall be delivered, at Forestry's expense, from point of hire to the work site (incident) and returned to the point of hire.
5. Performance and Direction of Work: The FD staff are always responsible for the safe and efficient operation of apparatus and may refuse to work in a situation:
 - exceeding FD staff ability
 - that exceeds the capability of the apparatus
 - that may result in damage to the apparatus

The FD staff receive work assignments from and perform work under the general direction of Forestry. In the event Forestry terminates an operator for cause, replacement FD staff may be requested from the FD. A performance evaluation will be completed for each operator/apparatus.

6. Servicing and Repairs: The FD is responsible for the cost of all servicing to include providing and maintaining the apparatus with fuel, oil, lubricants, filters, and other operating supplies to maintain the apparatus in a safe operating condition. It is the responsibility of the FD staff to determine that the fuel used is the proper fuel for the apparatus. Forestry will provide fuel or reimburse fuel receipts once apparatus is placed on RO. Fuel receipts should be submitted during invoice process.
7. Tools, Spares, and Accessories: The FD staff are responsible, always, for tools, spares, and accessories belonging to the FD and shall secure them in the apparatus if possible. Items that cannot be so secured may be placed in a Forestry-designated storage area, if available.
8. Required Equipment: The FD agrees to furnish apparatus, except command vehicles, with the following equipment:
 - All apparatus listed in the Online Application System (OLAS) will be accompanied by a complete vehicle inventory in hard copy format.
 - All fire apparatus resource ordered as part of an Engine Task Force/Strike Team are required to carry structural firefighting equipment necessary to conform with FD Standard Operating Procedures and are required to carry the following minimum equipment upon leaving for the incident. These items will be supplied by Forestry upon request of the FD and shall be returned to the same Area Forestry Warehouse upon completion of the assignment.

Minimum Equipment and Supply Tables

3 ea. 100' length of 1½" hose (Forestry)	1 ea. Fire Shelter per seat
2 ea. 1" nozzles to fit 1" hose	1 ea. EFF bag per Firefighter
2 ea. 1½" nozzle to fit 1 ½" hose	1 ea. Radio w/Clam Shell & Batteries
3 ea. 100' length of 1" hose (Forestry)	24 ea. AA battery
1 ea. Shovel	3 ea. Pulaski
1 ea. 1½" NHx1½ NH double female	1 ea. First Aid Kit, Crew, Belt Type
1 ea. 1½" NHx1½ NH double male	2 ea. Backpack pump (FEDCO) (empty)
2 ea. 1½" NHx1" NPSH (female-male)	2 ea. Cases MRE's
1 ea. 1" NPSH x1½" NH (female/male)	2 ea. Cubitainer Water
2 ea. 1½" NH x 1 ½" NH x 1 ½" NH	2 ea. Pack of fusees (10 ea./pk) OR
1 ea. Hose clamp for 1" and 1½" hose	1 ea. Drip torch w/5 gallons drip torch fuel
1 ea. Portable Tank, 1500 gallons or larger (Water Tenders only, all types)	

9. Apparatus Loss, Damage or Destruction: Equipment furnished under a contractual agreement with Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions. Thus, what is considered normal wear and tear under any agreement with the State for fire suppression or other all-risk incident actions is more than what equipment is subjected to under normal highway operations. Wear and tear include worn or cracked tire tread on the running surfaces, chips and scratches to the vehicles painted and other surfaces; small dings and scratches to the bumpers, and surface chips and scratches to the vehicle's windshield, glass, and mirrors.
- If the FD wishes to file a claim for non-Forestry provided equipment, a State Property Loss/Damage Report documenting lost, stolen, or damaged equipment not arising from the above conditions or as the result of negligence on the part of Forestry must be completed and submitted to the State within thirty days of demobilization. Incomplete or unsupported claims will be returned to the FD for further information and/or documentation.
 - In the event damage or destruction occurs because of negligence on the part of the State, Forestry's liability is limited to the lesser of the actual repair costs or market value. Forestry is not responsible for the costs of loss or physical damage to FD's equipment due to negligence on the part of FD's personnel, for indirect damages such as loss of use or lost profits, or for wear and tear.
 - State Property Loss/Damage Report forms and claims procedures may be found in the Alaska Incident Business Management Handbook (AIBMH), Chapter 11, Contractor and Employee Property Claims.
 - Loss, Damage or Destruction claims will **not be accepted** without Post Inspection documentation from the incident.

10. Accessories for Apparatus: All apparatus must have seat belts for all occupants, three portable emergency reflectors, one 5-lb. functional ABC fire extinguisher, and any additional accessories as specified in the AOP.

11. Travel, Meals and Lodging: Travel time between the point of hire and the incident is reimbursable. Forestry will either pay per diem at established State of Alaska, rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

Compensable meal periods - Personnel assigned to the fire may be compensated for their meal period if all the following conditions are met:

The fire is not controlled, and

- The Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
- The compensable meal break is approved by the supervisor and documented on the CTR and/or Shift Ticket at the next level.
- ½ hour lunch must be taken while in travel status over eight hours (unless superseded by the FD'S collective bargaining agreement.)
- In those situations, where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket in "Remarks" section as "No lunch taken due to uncontrolled fire line". If a meal break is not documented on the CTR or Shift ticket, the break will be automatically deducted by the State. (unless superseded by the FD'S collective bargaining agreement.)

12. Fatigue Management: FD personnel hired as EFF or FD staff will follow SOA work rest guidelines. To maintain safe and productive incident activities, personnel must appropriately manage work and rest periods, assignment duration and shift length.

Personnel should receive adequate time off to safely perform the essential functions of their positions. The following is established to promote safety, limit fatigue, and reduce work- related injuries while adhering to specific bargaining unit contract provisions.

- 2 to 1 Work-Rest Ratio
- Requires at least 1 calendar day off in 14 Days or 2 calendar days off in 21 days
- Provide for Meal Breaks (unless superseded by FD'S collective bargaining agreement)
- On travel days, employees should be at home or in a hotel for the night by 22:00 HRS.
- Drivers are limited to driving 10 hours/day in a 16-hour shift.

For complete Fatigue Management Policy Reference: Dept. Natural Resources, Division of Forestry, Policy and Procedures Manual, 2100 Wildland Fire Safety.

13. Rate Definitions: FD's may choose between two options for rates, **Standard** or **Combined Daily Rate**. **Standard Daily Rate** (Apparatus and personnel are invoiced separately).

Standard Daily Rate is commonly used for assignments with minimal personnel rotation or long

duration (up to 14 days away from home station). The Standard Daily Rate has separate rates for apparatus and personnel, (see Tables 1 through 3).

- Firefighter pay rates are based on actual FD pay rate or EFF skill-based pay rate.
- Administrative fees may be assessed for FD personnel.

Combined Daily Rate (Apparatus with Personnel in one rate):

Combined Daily Rate is commonly used for FD’s that rotate personnel frequently (daily) on apparatus. This is tracked using the Emergency Shift Ticket (OF-297) only. The Combined Daily Rate includes a single established rate for both the apparatus and personnel, (See Tables 4 through 6).

- All apparatus personnel remain FD employees, as single rate for both apparatus and personnel. The FD shall furnish the required minimum staffing as listed in the Combined Daily Rate tables. The FD will ensure that the operator/personnel are qualified to operate the apparatus.
- FD’s will not be allowed to invoice for administrative fees when using the Combined Daily Rate.
- Under the Combined Daily Rate, all FD resources will be tracked on the Emergency Shift Ticket (OF-297) and paid via the Emergency Equipment Use Invoice (OF-286)

- 14. Personnel Pay Rates:** FD staff will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of FD staff listed on the rate charts is the minimum required staffing. Any changes to standard staffing will be agreed to in the AOP and document on RO’s. No additional personnel will be paid by Forestry unless resource ordered.

Hourly Rates for FD employees 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.

Example:

Position	Hourly Rate	Backfill Overtime Hourly Rate
Non-Supervisory, Structural Firefighter, Advanced	\$27.82/Hour	\$35.42/Hour
Driver/Operator/Engineer	\$33.14/Hour	\$41.23/Hour

- 15. Backfill:** 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.

- 16. Administrative Rate:** Forestry will not pay administrative fees more than **13.5%**.

- The administrative rate is only applied to the personnel cost, not the total invoice. As a cost containment measure, higher paid FD’s shall be considered for release first.

- 17. Apparatus Pay Rates:** Apparatus rates have been determined by Forestry for all categories, types, and classes of Apparatus and are included in the OLAS. OLAS is used by the FD to register or list their

apparatus and by the dispatcher and others to search for and hire Apparatus. Any FD using rates that are non-compliant with Forestry specified rates will normally be the last hired and the first released. The link to OLAS is <https://dnr.alaska.gov/olas/>. Rates are also listed in Tables 1 through 6.

- Non-apparatus equipment rates have been determined by Forestry for all categories, types, and classes of equipment and are included in the OLAS. Any equipment or vehicle owned by the FD and not reflected in the Apparatus Rate Tables, will be paid at the rates shown in Chapter 6 of the AIBMH and OLAS. Any FD using rates that are non-compliant with Forestry specified rates will normally be the last hired and the first released.
- Non-apparatus equipment needs to be registered on the “Vendor” entry tab of OLAS prior to hire. Non-apparatus includes but not limited to heavy equipment, tracked vehicles, ATV/UTV, sedans or trucks, boats, generators, aviation crash and rescue trucks, chainsaws, portable pumps, light towers and Ambulances.
- Each shift for apparatus or equipment must be documented on an Equipment Shift Ticket (OF-297) and must be signed by the FD’s personnel and the supervisor on the incident as the duly authorized representative for certification as to the number of hours or other units of pay earned. Hours shall consist of the period working (assigned), ordered standby, or compensable travel time.
- **All personnel staffing apparatus will be listed legibly daily on Equipment Shift Ticket’s (OF-297) with FD status next to each name and position filled on the apparatus. (i.e. FFT1, FFT2, ENOP) (example: Jane Smith FFT1)**
- Apparatus pay rates will be based on resource type ordered. If agreed to by both the FMO and Fire Chief prior to hire and documented on RO at the time of hire as a change, a different apparatus may be substituted.
- All apparatus pre and post inspections can be performed at local Area Forestry Office or on incident if apparatus leaves directly from station directly to assignment.
- A Mobilization Finance packet will be given to each apparatus at the start of the hiring process. Upon completion of an assignment a Demobilization Finance Packet will need to be submitted to the local Area Administrative staff.

The incident or dispatch office will compile the amount earned on the Emergency Equipment Use Invoice (OF-286) which both parties will sign to show concurrence of the amount due the FD at the time of release from assignment. OF-288s will be posted for FD staff by the incident or Area.

18. Rate Calculations: The rates are calculated for Interagency use based on the Consumer Price Index (CIP) for Anchorage. The rates are fair and reasonable for apparatus or equipment in generally new and good operating condition. Rates are effective pending any modifications resulting from the previous fiscal year, directives, and/or changes in the applicable Service Contract Act Wage Determination (SCA) or marketplace realities.

- Rates are reviewed annually for OLAS, CFPA, AOP and the AIBMH.
- Rates are reviewed by SOA and Federal Interagency partners. A fair market rate that is allowable under all (State of Alaska & Federal partners) agency procurement policies is adopted.
- Daily rates may fluctuate between annual changes.

Invoice Matrix

Invoice Matrix: Apparatus and Personnel Billing				
Use TABLE's for specific rates	Invoice for Apparatus	Invoice for FD Staff	Invoice for DOF Technicians or EFF Personnel	Additional Invoice Billable Documentation Items***
Apparatus Only	YES	NO	NO	Refurb** and incidentals
Apparatus w/FD Staff only	YES	YES	NO*	Refurb** and incidentals, FD staff @ Dept rates and Admin Fees
Apparatus w/Mixed FD and DOF/EFF Personnel	YES	YES, For FD staff only	NO*	Refurb** and incidentals, FD staff @ Dept rates and Admin Fees
Apparatus w/All DOF/EFF Personnel	YES	NO	NO*	Refurb** and incidentals
Non-apparatus equipment or vehicles	YES, Equipment Shift Tickets	NO	NO	Incidentals.
Federal Excess Personal Property (FEPP) Apparatus Only	YES, @ 66% of Daily Rate	****	****	Refurb** and incidentals
Combined Daily Rate	YES, invoice includes personnel	NO, personnel cost included in rate	NO	Refurb**, incidentals Equipment Shift Tickets (OF-297), Emergency Equipment Use Invoice (OF-286)

*EFF are managed by SOA, no invoice from FD is needed.

**Refurb rate based on length of time on assignment, 4 hours for an assignment of 10 days or less, 8 hours for an assignment greater than 10 days.

*** Not all inclusive, additional documentation may be required. Claims packets need to be included but not invoiced. (i.e. Per Diem if approved, fuel, maintenance)

**** For FEPP Staffing follow procedures in all non-FEPP Apparatus categories in the matrix.

Apparatus rental rates include routine maintenance; normal wear and tear (minor scratches, chips and scratches in windshield, punctured or flat tires etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1-6). Federal Excess Personal Property (FEPP) apparatus provided by a FD will be paid 66% of the normal rate.

19. For fractional days at the beginning and ending time under hire, payment will be based on 50 percent of the Daily Rate for periods less than eight hours. To clarify, apparatus initially hired after 1600 (4:00 pm) shall receive half the daily rate for the first day of hire, and apparatus released back to the point of hire before 0800 (8:00 am) on the last day of hire shall receive half the daily rate for the final day of hire.
20. For shifts under hire or assignment between the first and last, the FD shall be paid at the daily rate, if the apparatus is operable and available the entire shift. A shift is the hours worked as stated by the Incident Action Plan and/or as determined by the dispatching office.
21. If the apparatus is inoperable or unavailable during an on-shift period, this will be considered down time and charges will not accrue. Payment will be based on the hours the apparatus was operational during the assigned shift as documented on the shift ticket versus the designated shift times shown on the Incident Action Plan (IAP). If the apparatus was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and deducting pay for the total hours the apparatus was non-operational, i.e., $\text{daily rate} \div \# \text{ hours of shift in IAP} = \text{hourly rate to be deducted}$.
22. Invoicing: For invoicing include apparatus and FD staff on the same invoice. If a new RO is created to transfer assignments, a separate invoice should be done.

Examples for apparatus under both **Standard** and **Combined** Daily Rates:

- Example #1 - The apparatus spends 7 days on Incident A and is then transferred to Incident B with a new RO for 7 days. Two separate invoices need to be submitted in one package.
- Example #2 - If the apparatus stays on one incident the whole time, one invoice with personnel and apparatus may be submitted.
- Example #3 – The apparatus goes to Incident C for ten days and returns home for a break in service. If the apparatus is then RO to the same or a different incident, separate invoices need to be submitted.

Following these examples will speed up the payment cycle and reduce billing errors.

23. **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.**
24. Insurance: The FD must carry and maintain motor vehicle liability insurance as required by AS 28.22.01. In the case of the FD staff being hired by the State as an EFF, the State covers Worker's Compensation and potential liability based on apparatus operations in response to and operation on a wildland fire. In the case of the FD's staff remaining an employee of the FD, the FD must carry and maintain Worker's Compensation coverage as required by AS 23.30.045.
25. Evaluations: All FD Engines will be evaluated by the incident supervisor and the evaluation form will be included in the documentation packet upon release from the incident.
26. Refurb/Rehab: With the local Area Forester's 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.
27. Documentation Requirements for Assignments

One (1) copy of each of the following documents is required for Out-of-Area Assignments.

- Mobilization packets will be created at the local Area Dispatch office.
- Prior to inspection Documentation package will be reviewed with Area Dispatch and FD.

Finance Packet Matrix

Mobilization Finance Package	Demobilization Finance Package
<i>Packet received upon successful inspection. Maintained for duration of assignment.</i>	<i>Turn completed packet in at completion of assignment.</i>
This Finance Packet needs to stay with apparatus and used at check-in on the incident.	This Finance Packet needs to be turned in at the end of an assignment to the local Area Administrative staff.
*Fire Department Position Rates Sheet	*Fire Department Position Rates Sheet
*Apparatus Inventory Sheet (FD Equipment)	*Apparatus Inventory Sheet (FD Equipment)
Resource Order	Resource Order: Multiple RO's will be needed when re-assigned to different Incidents
Billing Type (Standard Daily Rate w/FD, EFF or Mixed personnel: Or Combined Daily Rate)	Billing Type (Standard Daily Rate w/FD, EFF or Mixed personnel: Or Combined Daily Rate)
Emergency Equipment Rental Agreement (OF-284):	Emergency Equipment Rental Agreement (OF-284):
Current Annual Operating Plan - AOP	Current Annual Operating Plan - AOP
Current Cooperator Fire Protection Agreement - CFPA	Current Cooperator Fire Protection Agreement - CFPA
Pre-Hire Inspection Checklist (OF-296)	Pre & Post Hire Inspection Checklist (OF-296)
Initial Equipment Shift Ticket Book (OF-297)	Completed Equipment Shift Tickets (OF-297)
Blank Contractor Evaluation	Completed Contractor Evaluation
Crew Time Report Book (SF-261)	Completed OF-288, Emergency Firefighter Time Report
*Crew Manifest with Contact information	*Crew Manifest with Contact information
	Emergency Equipment Use Invoice (OF-286):
	Claims Documentation, if applicable
	Any additional receipts/documentation for reimbursable expense accrued on assignment.

*Responsibility of FD to provide at the time of hire to the local Area Dispatch.

28 Rate Tables.

- **Standard Daily Rate:** tables 1-2 are for FD Apparatus only. Table 3 is Command Vehicle rate.
- **Combined Daily Rate:** tables 4-5 are for FD Apparatus and Personnel combined rate. Table 6 is Command Vehicle rate.

Table 1- **STANDARD DAILY RATE:** Table for Water Tender Types, Rates & Minimum Requirements

Rates & Components <i>(excludes personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Daily Rate	\$1,950	\$1,630	\$1,300	\$1,630	\$1,300
Hourly Rate for refurb	\$170	\$145	\$120	\$170	\$145
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump Min. Flow (GPM)	300	200	200	250	250
At Rates Pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll	-	-	-	Yes	Yes
Personnel minimum	1	1	1	2	2

Table 2- **STANDARD DAILY RATE:** Table for Engine Types, Rates & Minimum Staffing Requirements

Rates & Components <i>(excludes personnel costs)</i>	Structure Apparatus		Wildland Apparatus				
	1	2	3	4	5	6	7
Daily Rate	\$2,840	\$2,680	\$1,785	\$1,545	\$1,265	\$1,070	\$860
Hourly Rate for refurb	\$285	\$275	\$180	\$165	\$145	\$130	\$115
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	30	10
Rated pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2 1/2 inch	1200	1000	-	-	-	-	-
Hose (feet) 1 1/2 inch	400	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
4-Wheel Drive Required	-	-	Yes	Yes	Yes	Yes	Yes
Personnel (minimum)	3	3	3	2	2	2	2

Table 3- **STANDARD DAILY RATE:** Table for Command Vehicles & Minimum Staffing Requirements

COMMAND VEHICLE RATE <i>(Excludes personnel costs)</i>	
Daily Rate	\$545
Hourly Refurb	\$70
Personnel	1, may be hired as vehicle only

Table 4- **COMBINED DAILY RATE:** Tables for Water Tender Types & Minimum Staffing Requirements

Rates & Components <i>(includes personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Daily Rate	\$2,365	\$2,045	\$1,715	\$2,370	\$2,040
Hourly Rate for refurb	\$170	\$145	\$120	\$170	\$145
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump Min. Flow (GPM)	300	200	200	250	250
At Rates Pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll	-	-	-	Yes	Yes
Personnel minimum	1	1	1	2	2

Table 5- **COMBINED DAILY RATE:** Tables for Engine Types, Rates & Minimum Staffing Requirements

Rates & Components <i>(includes personnel costs)</i>	Structure Apparatus		Wildland Apparatus				
	1	2	3	4	5	6	7
Daily Rate	\$4,005	\$3,845	\$2,525	\$2,285	\$2,005	\$1,810	\$1,600
Hourly Rate for refurb	\$285	\$275	\$180	\$165	\$145	\$130	\$115
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	30	10
Rated pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2 1/2 inch	1200	1000	-	-	-	-	-
Hose (feet) 1 1/2 inch	400	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
4-Wheel Drive Required	-	-	Yes	Yes	Yes	Yes	Yes
Personnel (minimum)	3	3	3	2	2	2	2

Table 6- **COMBINED DAILY RATE:** Tables for Command Vehicles & Minimum Staffing Requirements

COMMAND VEHICLE RATE <i>(includes personnel costs)</i>	
Daily Rate	\$960
Hourly Refurb	\$70
Personnel	1

29. Command Vehicles: When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle. Command Vehicles must meet the following criteria and come equipped with the following equipment:

- Four Wheel Drive
- Seating for 3 Persons
- First Aid Kit
- Fire Extinguisher
- Emergency Lighting
- Field Programmable Radio

When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle:

- Incident Commander
- Branch Director
- Water Handling Specialist
- Operations Section Chief
- Division/Group Supervisor
- Fire Chief/Designee
- Structure Protection Specialist
- Strike Team/Task Force

30. Ambulance: There are two Types of ambulances: Basic Life Support (BLS) and Advanced Life Support (ALS). The ambulances are owned and staffed by a Fire Departments, Emergency Response agency, vendor or sometimes large hospitals. The difference between BLS and ALS ambulances is the ALS ambulance is equipped with higher trained medical personnel, an EMT and a paramedic as a minimum certification level. The BLS ambulance is staffed with two EMTs as a minimum certification level. The price of the personnel is included in the ambulance daily rate. Both types of ambulances are required to be staffed with a minimum of two personnel and one will serve as a driver. The State provides fuel for the ambulance and the owner or sponsoring agency will provide all medical supplies. The ambulances are listed under the Other Support Items in OLAS.

- All vendor ambulance service personnel must have meet State of Alaska specific certifications or reciprocity requirements.
- All ambulance personnel must meet all scope of practice requirements (medical sponsorship may be required for highly trained and qualified medical personnel)
- Daily Rates are based on one 24-hour period of hire. Personnel changes during this 24-hour period are the fiscal responsibility of ambulance owner.
- FD ambulances are not considered “apparatus”, they are list on the non-FD or Vendor side of OLAS.
- Refurb Rates used for FD equipment only. Refurb Rate requirements follow the same policy as FD apparatus.

Table 7 - Ambulance Daily Rate

AMBULANCE DAILY RATE (with staff and fully supplied)		
Type	Advanced Life Support (ALS)	Basic Life Support (BLS)
Daily Rate	\$3500	\$2500
Hourly Refurb	\$125	\$125

31. Workplace Conduct: *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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR Part 29): The bidder/offeror certifies, by submission of this proposal or acceptance of this contract/agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by signature on this agreement to include this clause without modification in all lower tier transactions, solicitation, proposals, contracts and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

I certify that I have read and agree to the conditions and rates contained on this form.

This document supersedes all prior versions of this agreement. Earlier versions must be deleted/destroyed and replaced with this document.

**Annual Operating Plan
Signatures**

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

Area Forester Date

Fire Management Officer Date

For Cooperator Fire Department

Jon Marsh, Fire Chief - Western Emergency Service Area Date

Charlie Pierce, Mayor - Kenai Peninsula Borough Date

ATTEST:

Johni Blankenship, Borough Clerk