

Introduced by: Mayor
Date: 05/03/11
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2011-044**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATIVE
AGREEMENT BETWEEN THE STATE OF ALASKA, DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF FORESTRY, AND THE KENAI
PENINSULA BOROUGH ON BEHALF OF ITSELF AND CENTRAL EMERGENCY
SERVICE AREA, NIKISKI FIRE SERVICE AREA, BEAR CREEK FIRE SERVICE
AREA, ANCHOR POINT FIRE AND EMERGENCY SERVICE AREA, AND
KACHEMAK 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, intergovernmental cooperative agreements for fire protection are sanctioned by the Alaska Statutes; and

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

WHEREAS, the borough fire service area boards, enumerated in Section 1 below, have reviewed and recommended adoption of this agreement;

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

SECTION 1. That the Cooperative Fire Protection Agreement, a copy of which is attached hereto, between the State of Alaska, Department of Natural Resources, Division of Forestry, and the Kenai Peninsula Borough on behalf of itself and Central Emergency Service Area, Nikiski Fire Service Area, Bear Creek Fire Service Area, Anchor Point Fire and Emergency Service Area, and Kachemak Emergency

Service Area is adopted, and the Mayor is authorized to execute and effectuate this agreement.

SECTION 2. That the 2011 Operating Plan format attached hereto is approved, and the mayor is authorized to execute operating plans substantially in this format for each service area after considering recommendations by each applicable service area board.

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

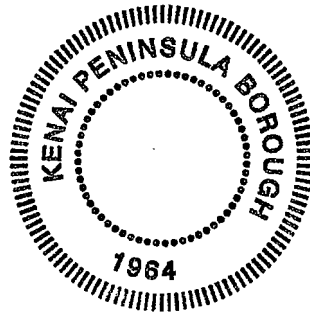
ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF MAY, 2011.



Gary Knopp, Assembly President

ATTEST:


John Blankenship, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: None

COOPERATIVE FIRE PROTECTION AGREEMENT

This Agreement is dated _____, 2011, and is between the Kenai Peninsula Borough on behalf of itself and _____ (service area), ("Cooperator") with an address of 144 N. Binkley St., Soldotna, AK 99669, and the State of Alaska, Department of Natural Resources, Division of Forestry ("State") with an address of 42499 Sterling Highway, Soldotna, Alaska 99669.

1. Recitals

It is the intent of AS 41.15.010 that the State provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. It is also recognized by the Cooperator that an obligation exists to provide protection to life and property from wildland fires within its area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and the State to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interests of both the Cooperator and the State that wildland fires be suppressed quickly and efficiently to minimize the destruction of natural resources and the threat to life, property, and communities.

2. Definitions

Annual Operating Plan (AOP) – Negotiated annually between the Cooperator and the State to define operational details.

Fire Apparatus - Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as is typically used by fire departments for fire suppression purposes.

Fire Stores - Such items as needed to complete required minimum equipment inventory as specified in Section 12, b of the AK-DNR/DOF, 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 Interagency Incident Management System (NIMS), and endorsed by the Governor of Alaska via Administrative Order 170.

Response Area - An area which includes the Cooperator Service Area and areas of mutual aid response, within which the Cooperator agrees, within its ability, to promptly respond and act to suppress any wildland fire.

Discretionary Response – A response outside the Response Area within which the Cooperator may choose to respond, or assist the State, to suppress a wildland fire.

Unified Command - A method for all agencies or individuals who have jurisdictional responsibility and in some cases 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
- command of the incident

Wildland Fire - The uncontrolled burning of grass, brush, timber and other natural vegetative material.

3. Command of Incident

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement, 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 State 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.

4. Reimbursement and Status of Employees and Apparatus

The Cooperator may be reimbursed for performance under this Cooperative Fire Protection Agreement. The methods of reimbursement are: Cooperator Reimbursement, where actual costs of personnel and apparatus are reimbursed to the Cooperator; and Direct Payment, where Cooperator personnel, as mutually agreed to by both the Cooperator and the State, are hired as Emergency Firefighters (EFF) by the State and paid directly, and apparatus is rented and paid directly to the Cooperator. In order to use the Cooperator Reimbursement method the Cooperator must meet the eligibility requirements as defined in Chapter 7 of the Alaska Incident Business Management Handbook and define the pay scale of each of their employees in their AOP. Billing addresses and contacts will be provided in the AOP.

In the event an AOP has not been signed by the State, rates paid for apparatus will not exceed the latest version of the Cooperator Conditions of Hire for Wildland Fire Suppression Activities.

State employees remain employees of the State whether they work under Cooperator or State command. State employees are paid by the State without reimbursement from the Cooperator.

Cooperator employees may remain employees of the Cooperator, or may become employees of the State through the Emergency Firefighter program, with the attendant pay and benefits, depending on which payment method the Cooperator chooses.

A. Cooperator Reimbursement. In order to use the Cooperator Reimbursement method, the Cooperator must meet the eligibility requirements as defined in the Cooperator Conditions of Hire and define the pay scale of each of their employees in their AOP. The Cooperator shall be responsible for payment of salary to Cooperator's personnel, including all lawful deductions, taxes, and insurance. The incident will post all equipment time on Emergency Equipment Use Invoices and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement.

The Cooperator shall be responsible for payment of all expenses related to operation of the apparatus. Upon receipt of an itemized bill the State 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. Cooperator apparatus reimbursement rates shall not exceed the rates listed in the most recent Cooperator Conditions of Hire. Forestry will not pay administrative fees in excess of 13.5%, nor pay for backfill positions unless required by municipal ordinance or union contract.

B. Direct Payment. The State shall be responsible for payment of salary directly to Cooperator's personnel hired as EFF, including all lawful deduction, taxes, and insurance. Rates of pay and levels of classification shall be documented in the AOP. The State 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 Cooperator Conditions of Hire.

Notice of employment as EFF, and hiring of apparatus, will be effected by completion of appropriate hiring documents, or, if the emergency situation demands, notification to the responsible State Dispatch office that Cooperator employment and/or hiring has occurred. In the latter case, official documentation will be completed as soon as practical.

The State's direct payment of Cooperator personnel or apparatus does not effect the presumption of Unified Command necessary under this Agreement.

C. Travel, Meals, and Lodging. Travel time between the duty station, or fire station, and the incident is also reimbursable. Meals and lodging will be provided by the State for employees on assignment away from their duty station. No other travel costs will be reimbursed.

5. Worker's Compensation

The Cooperator and the State are responsible for their own employee's Worker's Compensation. EFF are considered State employees.

6. Liability Insurance

The State is responsible for its own liability insurance and coverage.

The Cooperator is responsible for its own liability insurance and coverage, for work performed under this Agreement, and for work performed when no reimbursement or payment by the State under this Agreement is applicable.

State apparatus, including FEPP, loaned to a Contractor is covered by State 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.

Liability is not covered for non-wildland fire use.

7. Fire Equipment Use

Upon assignment outside the Response Area, the State will issue to the Cooperator fire stores as needed to complete the required minimum equipment inventory as specified in Section 12 of the 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. The State 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 the State 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.

8. Training and Prevention

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

- on-line (I-100, I-200, S-130, S-190, IS700, IS800)
- crosswalk (provided they have an accrediting training program through the Alaska Fire Standards Council)
- DOF sponsored wildland fire training courses
- Cooperator personnel who are operating apparatus are encouraged to complete the ENOP Task Book.

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 the Response Area. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. The State will provide wildfire training and prevention material to the Cooperator upon request.

9. Investigation

All wildland fires are subject to investigation and reporting. Cooperators unable to meet or accomplish these standards are to advise the State as soon as possible. The State may assign or order fire investigators as necessary. Protection of the origin and incendiary evidence will be the responsibility of the first, on-scene responders.

10. 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 AOP. The subject matter of the AOP shall include:

- A. Cooperator Conditions of Hire (Chapter 7 of the AIBMH).
- B. Personnel pay rates and classifications.

C. Designation of Response Area on a 1:63,360 scale USGS topographic map, or equivalent.

D. A current inventory of each party's local fire fighting resources and provisions for one party to notify the other when significant changes occur.

E. Coordination of prevention, investigation and public education efforts.

F. Operational Procedures for Cooperator response within the Response Area covering as applicable:

(i). Fire Reporting.

(ii). Fire Response and Notification Procedures.

(iii). Fire Reports and other document exchange procedure.

(iv). Equipment Familiarization.

(v). Open burning closures or suspensions.

G. Provisions, conditions, and methods for Cooperator reimbursement.

H. Mobilization procedures for Cooperator discretionary responses.

I. Personnel qualification requirements.

J. Training.

K. Fire stores/equipment guidelines.

L. Radio frequencies.

11. Notification

The Cooperator shall immediately report all wildland fires to the State according to the procedures set forth in the AOP. The State shall immediately notify the Cooperator of any fires it responds to within the Cooperator's Service Area.

12. 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 each party agrees it will assume to itself risk and liability resulting from their own acts under this Agreement.

13. Permits and Laws

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

14. Non Waiver

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

15. Review and Modifications

The parties agree to review this Agreement every 5 years maximum. From time to time, the parties may agree to modifications in 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.

16. 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.

17. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document and is effective as of 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.

For The State

Area Forester

Date

State Forester

Date

DNR Procurement Officer

Date

For the Cooperator

Borough Mayor

Date

Service Area

Date

Attest, Borough Clerk

Date

2011 ANNUAL OPERATING PLAN

Agencies Involved:

- A. State of Alaska, Department of Natural Resources, Division of Forestry, Kenai-Kodiak Area Office herein referred to as "State."
- B. Kenai Peninsula Borough on behalf of itself and _____ [service area] _____ herein referred to "Cooperator."

This Annual Operating Plan Establishes The Policy And Procedures For The Following:

- A. Definition of Cooperator Response Areas.
- B. Inventory of Firefighting Resources.
- C. Apparatus and Personnel Conditions of Hire, Payment Rates & 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

- A-1 Cooperator Response Area Map
- A-2 Cooperator Command Contact List
- B-1 Kenai Kodiak Area Vehicle List
- B-2 Kenai Kodiak Area Personnel Roster and Command Contacts
- C-1 State of Alaska, Div. of Forestry, Cooperator Conditions of Hire, 2011
- C-2 Cooperator Equipment Availability and Rate List
- C-3 Cooperator Personnel Roster and Pay Rates
- C-5 Cooperator Standardized Invoice
- C-6 Cooperator Standardized Itemization of Equipment Billing
- C-7 Cooperator Standardized Itemization of Personnel Billing
- C-8 Memorandum From Kurth, Chief Fire and Aviation
- C-9 Property Loss/Damage Report
- D-1 State Radio Frequency List
- D-2 Cooperator Radio Frequency List

A. Definition of Cooperator Response Areas

1. **Primary Response Area**—includes the Cooperator Service Area, areas of mutual aid response, or the Area’s geographic area within which the Cooperator agrees to promptly respond and act to suppress any wildland fire. Responses within these area are compensated *after a minimum of four hours (or higher) as agreed to in this Annual Operating Plan*. After the minimum response time is met, compensation may go back to the original dispatch time. See appendix C-8, Primary Response area.

Discretionary Response—A response outside the Primary Response Area within which the Cooperator may choose to respond and assist the State to suppress a wildland fire. 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 the Response Area. See appendix C-8, Discretionary Response.

2. **Activation Procedures for the Discretionary or Primary Response Areas**

The State shall contact the Fire Chief, or designee, for the availability of equipment and personnel to assist on a wildland fire incident. If the Fire department is requested it should go through the 911 trooper dispatch. Upon acceptance it becomes a binding contract between Forestry and the Cooperator.

The Cooperator agrees to notify the State when responding to a wildland fire outside of its Primary Response Area at the request of another Fire Department.

3. **Command of Incident**

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement, 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 State 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.

B. Inventory of Firefighting Resources

State Resources:

Kenai Kodiak Area Vehicle List – Attachment B-1

Kenai Kodiak Area Personnel Roster and Command Contacts – Attachment B-2

Cooperator Resources:

Cooperator Command Contact List – Attachment A-2

Cooperator Equipment Availability and Rate List – Attachment C-2

Cooperator Personnel Roster and Pay Rates – Attachment C-3

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 2011.

The Cooperator may be reimbursed for performance under this Cooperative Fire Protection Agreement. The methods of reimbursement are: **Cooperator Reimbursement**, where actual costs of personnel and apparatus are reimbursed to the Cooperator; and **Direct Payment**, where Cooperator personnel, as mutually agreed to by both the Cooperator and the State, are hired as Emergency Firefighters (EFF) by the State and paid directly, and apparatus is rented and paid directly to the Cooperator. In order to use the Cooperator Reimbursement method the Cooperator must meet the eligibility requirements as defined in Chapter 7 of the Alaska Incident Business Management Handbook and define the pay scale of each of its employees in its AOP. Billing addresses and contacts will be provided in the AOP.

The Cooperator and State will agree upon, and establish rates of compensation, for equipment using as a guide Attachment C-1, the current "SFD Rental of Fire Apparatus Conditions of Hire 2011". Except for special circumstances as agreed upon by the Cooperator and the State, these established rates will not be exceeded. The Cooperator will submit an itemized list of available equipment including the national typing, description, and unit identifier, with respective, agreed upon, daily and hourly rates which will be included as Attachment C-2, "Cooperator Equipment Availability and Rate List." Cooperator request for reimbursement of equipment use is limited to the equipment as listed.

The Cooperator will provide a list itemizing personnel positions and NWCG qualifications, agreed upon rates of pay which will be included as Attachment C-3, "Cooperator Personnel Roster and Pay Rates".

Cooperator employees may remain employees of the Cooperator, or may become employees of the State through the Emergency Firefighter program, with the attendant pay and benefits, depending on which payment method the Cooperator chooses.

2. Billing

A. Cooperator Reimbursement. In order to use the Cooperator Reimbursement method, the Cooperator must meet the eligibility requirements as defined in the 2011 Cooperator Conditions of Hire and define the pay scale of each of its employees in its AOP. The Cooperator shall be responsible for payment of salary to Cooperator's personnel, including all lawful deductions, taxes, and insurance. The incident will post all equipment time on Emergency Equipment Use Invoices and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement.

The Cooperator will bill the State for equipment and personnel using rates as listed in Attachment C-2, C-3. Billing will be submitted using the standard itemization and invoice forms provided by the State which will be included as Attachments C-5, C-6, and C-7. An electronic format of these forms is available from the State upon request. The Cooperator

will submit a completed copy of the billing forms with an Incident Report within thirty (30) days of the fire being declared out.

The Cooperator will identify whether it is a tax supported department which will be marked in the boxes at the top of attachments C-6 and C-7. A tax supported Cooperator, when responding within the Primary Response Area, will begin its billing time 4 hours after the initial time that it is dispatched on the first day (initial attack day) of an incident.

If the first day of dispatch for the Cooperator is after the first day of incident (initial attack day), billing begins at time of dispatch. Tax supported and non-tax supported Cooperators will begin their billing time from the initial time of dispatch to an incident.

Cooperator agrees to bill for all resources under its operational control as listed in Attachments C-2 and C-3. This includes equipment that is available when the Cooperator is contracting services with another department. The Cooperator agrees to list its equipment, along with the other department's, on Attachment C-2.

When a medic unit/ambulance is used to transport injured State personnel, the equipment rates and the transport rates, based upon the type of medical care provided, will be billed as listed in Attachment C-2. Billing time begins at the time of dispatch to the incident.

For equipment billing, on the first and last shift of hire, the Cooperator will be paid at the hourly rate for every continuous hour on-shift, provided the apparatus is operable and available. For shifts between the first and last, the Cooperator will be paid at the shift rate. Time that an apparatus is inoperable and unavailable will be considered downtime and payment will not accrue except as provided in the "SFD Rental of Fire Apparatus Conditions, Types and Rates", Attachment C-1.

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 Cooperator may bill the State for travel time to and from an incident. The Cooperator may also bill the State for subsistence (meals, lodging) for personnel responding to an incident outside of the Primary Response Area unless otherwise provided by the State.

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" condition.

Personnel will be paid on an hourly basis, rounded to the quarter hour, at the rates listed in Attachment C-3, based on the operational period as determined by the Incident Commander, unless superseded by the Borough Collective Bargaining Agreement. The Incident Commander will provide written justification to the State and Cooperator when a shift exceeds 16 hours. When applicable, the Cooperator will submit a copy of the Incident Commander justification with its billing. Personnel may be on a shorter or longer shift than the equipment to which they are assigned.

The Cooperator shall be responsible for payment of all expenses related to operation of the apparatus. Upon receipt of an itemized bill the State 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. Cooperator apparatus reimbursement rates shall not exceed the rates listed in the most recent Cooperator Conditions of Hire. Forestry will not pay administrative fees in excess of 13.5%, nor pay for backfill positions unless required by municipal ordinance or union contract.

B. Direct Payment. The State shall be responsible for payment of salary directly to Cooperator's personnel hired as EFF, including all lawful deduction, taxes, and insurance. Rates of pay and levels of classification shall be documented in the AOP.

The State 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 Cooperator Conditions of Hire.

The State's direct payment of Cooperator personnel or apparatus does not effect the presumption of Unified Command necessary under this Agreement.

Notice of employment as EFF, and hiring of apparatus, will be effected by completion of appropriate hiring documents, or, if the emergency situation demands, notification to the responsible State Dispatch office that Cooperator employment and/or hiring has occurred. In the latter case, official documentation will be completed as soon as practical.

3. Emergency Firefighter (EFF)

At the discretion of the Cooperator in agreement with the State, Cooperator personnel may be hired by the State as Emergency Firefighters (EFF) and will become State employees. EFF employees will be compensated at the current EFF rates found in the current *State of Alaska Incident Business Management Handbook*, chapter 7. The Cooperator will not bill the State for Cooperator personnel once they are released to work for the State as EFF.

State 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. State EFF personnel are responsible for verifying that their hours worked are 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 State Finance/Administration Unit.

- 4.** The Cooperator will complete a Property Loss/Damage Report (attachment C-9), explained in attachment C-1 (State of Alaska-Department of Natural Resources-Division of Forestry Cooperator Rental of Fire Apparatus Terms of Hire, Typing and Rates) section 12, documenting lost, stolen or damaged equipment and will submit it under separate cover to the State. Incomplete, or unsupported, claims will be returned to the Cooperator for further information and/or documentation. The State's liability is limited to the lesser of

the actual repair costs or market value. The State is not responsible for the costs of loss or physical damage to cooperators 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

1. Prevention Materials.

The State will provide the Cooperator with wildland fire prevention material to the extent possible. The Cooperator will submit a request for materials to the State prior to August 15 of the current year.

2. The State and the 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 request.
- c. Share the State Open Burning Permit and Public Education program.

3. Extreme Fire Danger.

The State will notify the Cooperator when it has been determined that extreme fire danger conditions exist.

4. Burn Closures/Bans and Burning Suspensions

Both the State and the Cooperator shall have the authority to suspend or ban open burning within the Primary Response Area upon notification of the other party. All burn permit suspensions shall be routed through the State. The State may issue a Burn Closure as identified in statutes. The Cooperator may ban burning in accordance with the provisions of the Fire Code.

5. Burn Permits

The Cooperator will issue burn permits within the Primary Response Area where applicable, 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

Fires will normally be reported to the Cooperator through 911 Dispatch. Emergency 911 Dispatch will initiate a response by the Cooperator and shall notify the State when the fire is in the Primary Response Area. If the fire call is received by the State, the State may initiate a response and shall dispatch the Cooperator through 911 Dispatch.

2. Wildland Fire Response and Notification Procedures

The State and the Cooperator will both respond promptly under their own agency standard operating procedures for all calls in the Primary Response Area. There is a presumption of Unified Command for the management of wildland fire incidents. The first responding

agency 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. If only one agency is required on scene, the first responding agency shall have command of the incident and may release the other agency. The first agency on scene will provide an initial report to its respective dispatch office and the incoming agency resources.

The Cooperator, or the State, 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 effort for the duration of the incident or until such resources are released. The Cooperator, or the State Officer, may refuse to commit its personnel and resources to an unsafe situation, after notification of its concern to the Incident Commander.

The Cooperator may request that the State assume command of any wildland fire within the Primary Response Area at any time.

The State shall provide wildland fire suppression assistance to protect life and property without cost to the Cooperator within the Primary Response Area.

3. Wildland Fire Reports and Other Documentation

Upon request, the Cooperator, or the State, 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. The State will allow the submission of the ANFIRS report, via FAX to 260-4236, to fulfill this requirement. The ANFIRS reports should include all available information, a narrative, and a GPS reading to assist the State in identification of the property on a USGS topo quad map.

F. Personnel Qualification Requirements:

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.

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 the Response Area. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. The State will provide wildfire training and prevention material to the Cooperator upon request.

G. Training

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

- on-line (I-100, I-200, S-130, S-190, IS700, IS800)

- crosswalk (provided they have an accrediting training program through the Alaska Fire Standards Council)
- DOF sponsored wildland fire training courses
- Cooperator personnel who are operating apparatus are encouraged to complete the ENOP Task Book.

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

H. Radio Frequencies:

The State and Cooperator agree to exchange radio frequency lists prior to the start of the fire season each year. See Attachment D-1 "State Radio Frequency List" and D-2 "Cooperator Radio Frequency List."

I. Cooperator Specific Subjects and Issues

1. Personnel Pay Rates and Compensation:

Cooperator's paid personnel shall remain employees of the Cooperator while paid as a Borough employee. On-call personnel may be hired by the State as EFF in accordance with Section C of this AOP. In addition, should the Cooperator incur recall costs to replace assigned personnel, the recall costs are a reimbursable expense related to this AOP and the Cooperative Agreement. (Example: Regular pay would be normal, but hiring replacement(s) at time and ½ would have an elevated cost of replacement. The overtime component would be a billable cost.) Compensation to employees pursuant to the Borough Collective Bargaining Agreement is also a reimbursable expense.

2. Station Use Agreement:

Occasionally, the Cooperator may have fire station space available for free use by the State in the event that additional State resources are needed for firefighting purposes on the Kenai Peninsula. Execution of this AOP by the State and Cooperator constitutes agreement to the terms in a "Station Use Agreement" for the use of any such available space.

3. Operational Procedures:

The Operational Procedures outlined in Section E of this AOP are in effect. The Cooperator and the State agree that the Cooperator may request that the State take over any wildland fire inside the Primary Response Area at any time with appropriate notice to the State. At that point, the State may elect to hire Cooperator equipment and personnel in accordance with this AOP, Section C, and paragraph 1 on page 2.

4. Borough Resources:

The State 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 Kenai Peninsula Borough whenever reimbursable services, supplies or equipment are ordered by the State and supplied by the Cooperator. Examples of reimbursable expenses in this context include: GIS mapping services; Borough employees; food services obtained from Emergency Management; and use of Borough facilities and vehicles.

J. Effective Date and Termination

This 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 the State to insist upon the strict compliance of any of the terms in this 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 AOP, including change of address shall be mailed to the State and Cooperator at the following addresses:

State:

State of Alaska
Division of Forestry
Kenai-Kodiak Area Office
42499 Sterling Hwy
Soldotna, AK 99669
(907) 260-4200

Cooperator:

Fire Service Area
Fire Chief

Kenai Peninsula Borough
Borough Mayor

144 N. Binkley St.
Soldotna, AK 99669
907-714-2150

M. Severability

In the event a provision of this AOP 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.

Cooperator Kenai Peninsula Borough

State of Alaska Division of Forestry

By: _____
Mayor

By: _____
Area Forester

Date: _____

Date: _____

Attest
By: _____
Clerk

Date: _____

Fire Department

By: _____
Fire Chief

Date: _____