

**City of Palmer
Action Memorandum No. 16-041**

Subject: Authorize the City Manager to Enter Into a One Year Agreement with the State of Alaska, Department of Natural Resources, Division of Forestry to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting Emergencies

Agenda of: June 28, 2016

Council Action: **APPROVED**

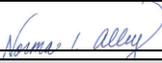
Originator Information:

Originator: John McNutt, Fire Chief
Date: 17 May 2016 **Requested agenda date:** _____

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Cooperative Fire Protection Agreement
- Annual Operating Plan

Summary statement: Alaska Statute 41.15.010 states the State of Alaska Division of Forestry (Forestry) will 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. Palmer Fire & Rescue also has an obligation to provide protection to the City of Palmer and The Greater Palmer Fire Service Area, through contract, for life and property from wildland fires within their area, subject to available resources, funding, and personnel. It is to the mutual advantage of Palmer Fire & Rescue and Forestry to enter into an agreement for the operation and reimbursement of Palmer Fire & Rescue from Forestry in the event of a major wildland fire incident.

Should the request from Forestry for assistance with a wildland fire response occur, whether an extended response within Palmer Fire & Rescue boundaries or an area outside these boundaries, the Cooperative Fire Protection Agreement and the Annual Operating Plan will detail the policy and procedures for activation, response and reimbursement of this assistance.

Administration recommendation: Authorize Action Memorandum 16-041.

**Cooperative Fire Protection Agreement
State of Alaska Division of Forestry
&
City of Palmer
Palmer Fire & Rescue**

This Agreement is dated the day May 5, 2016 and is between the City of Palmer (Cooperator) with an address of 231 W. Evergreen Ave. Palmer, AK 99654 and the State of Alaska, Department of Natural Resources, Division of Forestry (“State”) with an address of 101 Airport Road Palmer, AK 99645

Components

1. **Recitals**
2. **Definitions**
3. **Command of Incident**
4. **Reimbursement and Status of Employees and Apparatus**
5. **Worker’s Compensation**
6. **Liability Insurance**
7. **Fire Equipment Use**
8. **Training and Prevention**
9. **Investigation**
10. **Annual Operating Plan**
11. **Notification**
12. **Parties responsible for their own Acts**
13. **Permits and Laws**
14. **Non Waiver**
15. **Review and Modifications**
16. **Fair Intent**
17. **Agreement Effective Date and Termination**

1. Recitals

It is the intent of AS 41.15.010 that the State 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 Cooperator 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 Cooperator and the State to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interest 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.

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

Discretionary Response: A response outside of the Fire Response Area within which the Cooperator may choose to respond, or assist the State, to suppress a wildland fire. Discretionary response may also be a request to respond to a wildland fire “out-of-area (outside the local dispatch zone).

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

Extended Attack: When wildland fire suppression activity goes beyond the first shift. The fire may be within Division of Forestry and Cooperator’s agreed fire response area or may be considered “out-of-area” (outside the local dispatch zone).

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 Response Area/ Mutual Aid/Automatic Aid: An area which may include 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.

- Fire Response/Service Area: Geographic designated area where the Cooperator has fire responsibility. The Fire Response Area may or may not include all of the Service Area.
- Mutual Aid: An agreement where the Fire Department(s) has agreed to assist another department when requested
- Automatic Aid: An agreement for assistance. Assistance is dispatched automatically by contractual agreement between two fire departments, communities, or fire district.

Fire Stores: Items as needed to complete required minimum equipment inventory as specified in State’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.

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 the entering and tracking the Cooperative Agreements and AOPs submitted by Cooperators.

Rehab/Refurb: Fire department is allowed up to 4 hours with Fire Manager Officer’s approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland fires.

Shift: Note this definition is a change from last year's definition. When responding to an initial attack wildland fire, the first shift for the fire department is the shift after the first calendar day unless mutually decided by the State and fire department. One decision is when there is a break from unified command and the State has single command and the State is fiscally responsible. When requested by the State for a discretionary response outside of the fire departments service area or requested for an extended attack fire, the first shift begins at notification and or determined time. (If the State requests the fire department for the next day, the first shift starts the following day).

- Single shift: is when the apparatus has only one operator or crew members that work between 12 and 16 hours as noted in the Incident Action Plan.
- Double shift: Double Shift needs to be approved by the State of Alaska Fire Management Officer; the fire department supplies an apparatus with two separate operators or crew.

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
- Joint command of the incident for the first shift during initial attack

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 first shift during initial attack, and 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.
- Combined Personnel and Apparatus Reimbursement (Lump Sum): where combined rate per daily and or double crew daily rate includes the established rate for both the personnel and apparatus.
- 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.
- 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.

In order to use the Cooperator Reimbursement method, the Cooperator is responsible to payroll their personnel and provide Worker's Compensation insurance as defined below. The pay scale of each of their employees along with the billing addresses and contacts must be provided in in 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 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. This equipment should be listed in OLAS.

State Division of Forestry employees remain employees of the State whether they work under the Cooperator or State command. Cooperator personnel may remain the responsibility 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 methods the Cooperator chooses.

A. Cooperator Reimbursement and Combined Reimbursement:

1. Cooperator Reimbursement: 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 by the Cooperator as an addendum to the AOP and/or itemized on invoices submitted to the State. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Forestry will not pay administrative fees for personnel in excess of **13.5 %** nor pay for backfill positions unless required by municipal ordinance, union contract, and/or written department policy. These costs will be billed as outlined above, and segregated from the deployed personnel. The Cooperator's request for reimbursement for each employee assigned to the deployment, the reimbursement request shall include:

- i. The request is on Cooperator's letterhead
- ii. Tax identification number.
- iii. The request should include the Cooperator's Benefits by percentages i.e. PERS, workers compensation, health insurance, etc. The Cooperator may waive some of the benefits associated costs if desired.

1. The name, rank and applicable pay rate

2. The number of base hours and overtime worked.
3. Employer's costs and benefits paid on base wages
4. The total charges to reimbursement.

Backfill reimbursement (see definition): The incident will reimburse all backfill overtime costs. The State 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.

5. These costs will be billed as outlined above, and segregated from the deployed personnel.
6. Rates should be attached as an addendum to this document.

2. Combined Reimbursement: The Cooperator submits an invoice. This invoice lists one cost. This cost is for the pre-established combined apparatus and the personnel hourly, daily or double crewed rate. (This is similar to Contractor/ Vendor billing). As of January 2016, the State has not established a combined rate for Fire Departments.

B. Direct Payment: The State shall be responsible for payment of salary directly to Cooperator's personnel hired as qualified 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 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, notification of 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.

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 Area.

- Refurb/Rehab: Fire department is allowed up to 4 hours with the Fire Management Officer's approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland fires. No other travel costs will be reimbursed.

5. Worker's Compensation

The Cooperator and the State are responsible for their own personnel 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 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 discretionary assignment outside the Fire Response Area, the State 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. 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

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

9. Investigation

See Annual Operating Plan for investigation procedures.

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 what is needed to help define the operational details. At 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).

11. Notification

The notification procedures are outlined in the Annual Operating Plan.

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 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, statues, 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 Five (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 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.

2016 ANNUAL OPERATING PLAN

Agencies Involved:

- A. State of Alaska, Department of Natural Resources, Division of Forestry, Mat-Su/McGrath Area herein referred to as “State.”
- B. City of Palmer, Palmer Fire & Rescue herein referred to as “Cooperator.”

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

- A. Mobilization and Operation
- 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 (* required; others negotiable)
 - A-1 Cooperator Response Area Map* (available through GIS layers)
 - A-2 Cooperator Command Contact List*
 - B-1 Division of Forestry Duty Officer’s list and Contacts*
 - C-1 State of Alaska-Division of Forestry Cooperator Conditions of Hire, 2016*
 - C-2 Cooperator Equipment Availability and Rate List (as listed in OLAS)
 - C-3 Cooperator Personnel EFF Pay Rates
 - C-4 **Updated** Cooperator Agreement Letter*
 - C-5 Property Loss/Damage Report *
 - D-1 State Radio Frequency List (if updated from previous year*)
 - D-2 Cooperator Radio Frequency List (If updated from previous year*)
 - E-1 Cooperative Fire Protection Agreement*
 - E-2 After Hours Response Follow Up Report

A. Mobilization and Operation

Primary Fire Response Area: As defined in the Cooperative Fire Protection Agreement, this includes the Cooperator Fire Response 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 areas are compensated *after first shift (calendar day) 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.

1. **Mutual Aid Response:** The Cooperator agrees to notify the State when responding to a wildland fire outside of their Primary Response Area at the request of another Fire Department. Cooperators responding due a mutual aid request are not guaranteed reimbursement by the State.
2. **Automatic Response:** The Cooperator agrees to notify the State when responding to a wildland fire due to activation of an automatic response request. Cooperators responding due to an automatic aid request are not guaranteed reimbursement by the State.

Discretionary Response: A response outside the Primary Fire Response Area within which the Cooperator may choose to respond and assist the State to suppress a wildland fire. In order to qualify to respond the Cooperator employees and members will be NWCG certified at a minimum of wildland fire fighter 2, which includes an annual Fireline Refresher Training and work capacity test, when responding outside the Response Area. See appendix C-8, Discretionary Response-

Activation Procedures for the Discretionary

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 9GBase dispatch. Upon acceptance it becomes a binding contract between the State and the Cooperator.

Command of Incident

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement for the first shift (see definition Cooperative Protective Agreement) 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 agency, 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.

- i. The State will retain command of wildland fire aviation resources.

B. Inventory of Firefighting Resources

State Resources:

- Area Duty Officer Schedule- Attachment B-1*

Cooperator Resources:

- Cooperator Command Contact List – Attachment A-2*
- Cooperator Equipment Availability and Rate List –in OLAS

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 2016.

The Cooperator may be reimbursed for performance under the Cooperative Fire Protection Agreement. The methods of reimbursement are: **Cooperator Reimbursement, Combined Reimbursement** and **Direct Payment (see Cooperative Fire Protection Agreement for definition)**.

The State will establish rates of compensation, for equipment for apparatus and other equipment using as a guide the current rates listed in the Online Application System (OLAS). Except for special circumstances as agreed upon by the Cooperator and the State, these established rates will not be exceeded. The Cooperator will enter into OLAS available equipment including the national typing, description, and unit identifier, with respective, agreed upon, daily and hourly rates 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 follow the procedures outlined in Chapter 6 Alaska Incident Business Handbook for other equipment such as ATVs, boats, buses.

The Cooperator will provide a list itemizing personnel positions and NWCG qualifications. IQS will be managed by the borough with oversight provided by the State. Personnel will be paid as EFF commiserate with their NWCG rating or equivalent to their Borough rate of pay if hired under the cooperators reimbursement method.

2. Billing: including Cooperator Reimbursement, Combined Reimbursement and Direct Payment

a. **Cooperator Reimbursement.** In order to use the Cooperator Reimbursement method, the Cooperator must meet the eligibility requirements as defined in the 2016 Cooperator Fire Protection Agreement and define the pay scale for each of their personnel in their AOP. The incident will post all equipment time on Emergency Equipment Use Invoices (OF-286) and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement.

- i. The Cooperator will bill the State for equipment and personnel using rates as listed in in OLAS and or Attachment C-2. 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.
- ii. Cooperator agrees to bill for all resources under their operational control as listed in Attachments C-2 and C-3. The reimbursement request for a Mutual Aid and or an Automatic Response of a second Cooperator(s) must have been pre- approved by the State. The second Cooperator may or may not have an agreement with the Division.

- iii. 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 “State of Alaska-Division of Forestry Cooperator Conditions of Hire”, Attachment C-1.
- iv. Billing for equipment should be commensurate with incident use. For example, engines used for personnel transport will be billed as a utility transport vehicle rather than an engine. The billing will be paid in accordance with the resource order. For example, if a water tender is resource ordered but the fire department uses an engine that meets the specification requirements of a water tender, the engine will be billed as a water tender.
- v. 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. Extended / Discretionary Attack: not to exceed 4 hours with Fire Management Officer approval.
- vi. 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 Municipality/ 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 their billing. Personnel may be on a shorter or longer shift than the equipment to which they are assigned.
- vii. The Cooperator shall be responsible for payment of all expenses related to operation maintenance of the apparatus. The exception to this is that the State provides or reimburses the Cooperator for fuel for the equipment. 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.

b. Combined Reimbursement (Lump Sum): The Cooperator may determine to submit a bill for reimbursement which combines both personnel and apparatus costs. (This is similar to a Contractor hiring and payment.) A standard rate is established for Hourly, Daily and Double Crewed Daily. As of January 2016, the State has not established a combined rate. See Cooperative Fire Protection Agreement.

c. 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.

- i. 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 2016Cooperators Conditions of Hire.
- ii. The State's direct payment of Cooperator personnel or apparatus does not effect the presumption of Unified Command necessary under this Agreement.
- iii. **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 *Alaska Incident Business Management Handbook*. The Cooperator will not bill the State for Cooperator personnel once they are released to work for the State as EFF.

- iv. 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.

3. Property Loss/Damage Report The Cooperator will complete a Property Loss/Damage Report (attachment C-9), explained in attachment C-1 (State of Alaska-Division of Forestry Cooperator Conditions of Hire) Section 12, documenting lost, stolen or damaged equipment and will submit it under separate cover to the State.

- i. Incomplete, or unsupported, claims will be returned to the Cooperator for further information and/or documentation.
- ii. The State's liability is limited to the lesser of the actual repair costs or market value.
- iii. 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 next year's 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 Fire 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 local Municipality/ Borough Fire Code.

5. Burn Permits

The Cooperator will issue burn permits within the Primary Fire 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 may be reported to the Cooperator through 911 Dispatch. Emergency 911 Dispatch will then 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 may 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 department standard for operating procedures regarding calls in the Primary Fire Response Area.

- i. 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 their personnel and resources to an unsafe situation, after notification of their concern to the Incident Commander.
- ii. The Cooperator may request that the State assume command of any wildland fire within the Primary Fire Response Area at any time.
- iii. The State shall provide wildland fire suppression assistance to protect life and property without cost to the Cooperator within the Primary Fire Response Area.

3. Wildland Fire Reports and Other Documentation

- Upon request, the Cooperator, or 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 the local Forestry Office, 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. For after hour or weekend responses, the cooperator will provide the state with response information on the "After Hours Report" E-2. Incident follow up will be conducted by the State prevention officer.

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 Fire 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 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.
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 review 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. A copy of the updated radio frequency lists will be exchanged.

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 or Municipal employee. Personnel may be hired by the State as EFF in accordance with Section C of this AOP. If the Cooperator is required to supply a firefighter at their station due to a documented Fire Department policy, municipal ordinance and or union contract, the Cooperator will provide the

Division of Forestry with cost of that employee. The State only pays the difference in the overtime above what the regular salary would have been for the backfilling that employee.

2. Station Use Agreement / Land Use Agreement:

Occasionally, the Cooperator may have fire station space available for use by the State in the event that additional State resources are needed for firefighting purposes within an Area. A Land Use / Station Use Agreement will be implemented followed with a resource order for extended use situations.

5. 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 Fire 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.

5. 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 Fire Department, Borough or Municipality 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 / Municipal employees; and use of Borough/ Municipal facilities and vehicles. This requires the States preapproval and a resource order.

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:

Mat-Su/McGrath Area

101 Airport Road

Palmer, AK 99645

Cooperator:

City of Palmer

231 W. Evergreen Ave

Palmer, AK 99645

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.

For the State

By: _____

Area Forester: Rick Jandreau

Date

Attest By: _____

Area FMO: Norm McDonald

Date

For the Cooperator

By: _____

City Manager: Nathan Wallace

Date