

DIVISION OF FORESTRY

COOPERATOR CONDITIONS OF HIRE

Introduction

The Division of Forestry has an important cooperative relationship with structure fire departments in the Areas, and occasionally has a need to mobilize resources to assist with structure protection within the Wildland Urban Interface. Cooperator resources - engines, water tenders, and personnel that are equipped and trained to provide structure protection- are beneficial to the Division of Forestry.

The Division of Forestry and the Cooperator establish a formal relationship by signing a Cooperative Fire Protection Agreement. Generally, the Area solicits the Cooperative Fire Protection Agreement with their local structure fire department (CFD). The agreement is signed by the fire department's Chief and sent from the Area, through the Region, to the Central Office for the State Forester's signature. Once activated, the Cooperative Fire Protection Agreement remains in effect until either party terminates the agreement in writing.

General business and administrative information is specified in this, the Cooperator Conditions of Hire. The fire department's Chief (or Authorized Agent) will be provided with a copy of this document, which will remain in effect until such time it is revised by the Division of Forestry. The local Area serves as the liaison between the State and the Cooperator. Any claims for damages while assigned to the incident should be documented prior to leaving the incident. The incident retains a copy of the paperwork for the assigned Cooperator resources for the final fire package, but the original packet is returned to the Cooperator's home Area for completion and processing.

All personnel responding to wildland fire shall be equipped with proper personal protective equipment as stipulated in the 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.

Agreement

The State of Alaska, Department of Natural Resources, Division of Forestry will be referred to as "Forestry" in this document. Cooperator Fire Departments (CFD) under Cooperative Agreement with Forestry will be referred to as "Cooperator" in this document.

1. Order for Service - Upon acceptance of an order for service, either verbally or via Resource Order, a binding contract between the Cooperator and Forestry is created incorporating the terms of the Cooperative Fire Protection Agreement, the Annual Operating Plan, and these Cooperator Conditions of Hire.
2. Reporting for Service - The Cooperator is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFD Cooperative Fire Agreement and Cooperator Conditions of Hire document with the apparatus.
3. Timekeeping - The start of the rental period begins upon passing inspection and said 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. The Cooperator agrees that service call documents may be signed by the Cooperator's operator/personnel as a duly authorized representative for certification as to the number of hours or other units of pay earned. The Cooperator or its operator/personnel must sign shift tickets during the assignment and the Emergency Equipment Use Invoice document at the time of release from work.
4. Equipment Operator/Personnel - The Cooperator shall furnish the required staffing as listed in Tables

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1-3 or 4-7, for each apparatus, based on the reimbursement method selected. Operators/personnel from CFDs using the Direct Payment Method will be hired by Forestry as Emergency Firefighters (EFF). The operator, if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide. Operators from CFDs using the Cooperator Reimbursement and the Lump Sum Method will remain employees of the department. The operator must possess a valid driver's license with applicable endorsements. The Cooperator will ensure that the operator/personnel are qualified to operate the apparatus. Additional Cooperator personnel may staff the apparatus as specified in the AOP. Variations from staffing levels listed in the AOP must be agreed upon by Forestry and the Cooperator and must be noted on the Resource Order.

5. Transportation of Apparatus - Subject to Item 2, apparatus shall be delivered, at Forestry's expense, from point of hire to the work site and returned to the point of hire.
6. Performance and Direction of Work - The operator/personnel are responsible always for the safe and efficient operation of apparatus and may refuse to work in a situation:
 - exceeding operator/personnel ability
 - that exceeds the capability of the apparatus
 - that may result in damage to the apparatus

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

7. Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the Cooperator requires return of apparatus, the Cooperator shall notify Forestry, and the equipment shall be released within eight hours.
8. Custody - When the operator/personnel remain employees of the Cooperator, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as EFF, the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.
9. Licenses and Permits and Insurance - The Cooperator is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire, all necessary licenses, permits required by state and federal law/regulation, for both the apparatus and operator/personnel.
10. Servicing and Repairs - The Cooperator 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 operator/personnel to determine that the fuel used is the proper fuel for the apparatus. Forestry will provide fuel for apparatus assigned to project fires.
11. Tools, Spares, and Accessories - The operator/personnel are responsible, always, for tools, spares, and accessories belonging to the Cooperator, and shall secure them in the apparatus if possible. Items

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that cannot be so secured may be placed in a Forestry-designated storage area, if available.

12. Required Equipment - The Cooperator agrees to furnish apparatus, except command vehicles, with the following equipment:
- All apparatus listed on the Cooperators CFD Cooperative Fire Agreement AOP 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 Cooperator Standard Operating Procedures and are required to carry the following minimal equipment upon leaving for the incident. These items will be supplied by Forestry upon request of the Cooperator and shall be returned to the same Forestry Area Office upon completion of the assignment

4 ea. 100' length of 1½" hose (Forestry)	1 ea. Fire Shelter per seat
1 ea. 400' 1½" Progressive hose lay bag	1 ea. EFF bag per Firefighter
5 ea. 1½" nozzle to fit 1 ½" hose	1 ea. King Radio w/Clam Shell & Batteries
5 ea. 100' length of 1" hose (Forestry)	5 ea. 1" nozzles to fit 1" hose
2 ea. Shovel	3 ea. Pulaski
4 ea. 1½" NHx1½ NH double female	2 ea. Back pack pump (FEDCO) (full)
4 ea. 1½" NHx1½ NH double male	1 ea. Back pack pump (FEDCO) (empty)
6 ea. 1½" NHx1" NPSH (female-male)	2 ea. Cases MRE's
1 ea. 1" NPSH x1½" NH (female/male)	2 ea. Cubitainer Water
6 ea. 1½" NH x 1 ½" NH x 1 ½" NH	2 ea. Pack of fusees (10 ea./pk) OR
2 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)	

13. 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 includes 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 Cooperator 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 Cooperator 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 Cooperator's equipment due to negligence on the part of Cooperator's personnel, for indirect damages such as loss of use or lost profits, or for wear and tear.

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

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15. Meals and Bedding - If a Forestry-subsisted incident camp is established, meals and bedding for operator/personnel will be furnished without additional charge. Such meals and bedding will be commensurate with that provided to Forestry employees.
16. Personnel Pay Rates - Operator/personnel will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: operator/personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of operator/personnel listed on the rate charts is standard staffing. Any changes to standard staffing will be agreed to in the AOP. No additional personnel will be paid by Forestry unless Resource Ordered.

Forestry will not pay administrative fees more than 13.5% to Cooperators using the Cooperator Reimbursement method, nor will Forestry pay for backfill positions unless required by municipal ordinance, union contract, or written department policy. As a cost containment measure, higher paid Cooperators shall be considered for release first.

17. Equipment Payments - Equipment rates have been determined by Forestry for all categories, types, and classes of equipment and are included in the Online Application System (OLAS). OLAS is used by the Cooperator to register or list their equipment and by the dispatcher and others to search for and hire equipment. Any Cooperator 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, 2 and 3, below. Each shift must be documented on an Emergency Equipment Shift Ticket and must be signed by the Cooperator's operator/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.

The incident or dispatch office will compile the amount earned on the Emergency Equipment Use Invoice which both parties will sign to show concurrence of the amount due the Cooperator at the time of release from assignment whether the Cooperator's method of payment is by Cooperator Reimbursement, Direct Payment, or Lump Sum method. OF-288s will be posted for Cooperator staff by the incident or Area. In the case of Cooperators being paid by the reimbursement method, both the Emergency Equipment Use Invoice and any pertinent OF-288s will be included as backup documentation for any invoice requesting reimbursement from the State.

Apparatus is inoperable when the apparatus itself is inoperable, or when the operator/personnel are unavailable. A shift is the hours worked as defined by the Incident Action Plan and/or as determined by the dispatching office.

Apparatus rental rates include routine maintenance; normal wear and tear (minor scratches, chips in windshield, etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1, 2 and 3). Federal Excess Personal Property (FEPP) apparatus provided by a Cooperator will be paid 66% of the normal rate. If apparatus is ordered and staffed with a relief crew, then a double-crewed daily rate will be paid for the apparatus.

- a. 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, equipment initially hired after 1600 (4:00 pm) shall receive half the daily rate for the first day of hire, and equipment released back to the point of hire before 0800 (8:00 am) on the last day of hire shall receive

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half the daily rate for the final day of hire.

- b. For shifts under hire or assignment between the first and last, the Cooperator shall be paid at the daily rate, if the apparatus is operable and available the entire shift.
- c. 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 equipment was operational during the assigned shift as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment 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 equipment was non-operational, i.e., $\text{daily rate} \div \# \text{ hours of shift in IAP} = \text{hourly rate to be deducted}$.
- d. Forestry has the right to correct the invoice in case of accounting errors, or if the Cooperator chose the improper category, type, class or rate in OLAS.

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

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

Command Vehicles **MUST** come equipped with the following equipment:

- | | | |
|-------------------------|---------------------|---------------------------|
| • Four Wheel Drive | • First Aid Kit | • Emergency Lighting |
| • Seating for 3 persons | • Fire Extinguisher | • Field Programable Radio |

19. Insurance - The Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01. In the case of the Cooperator's operator/personnel 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 Cooperator's operator/personnel remaining an employee of the Cooperator, the Cooperator must carry and maintain Worker's Compensation coverage as required by AS 23.30.045.

20. Evaluations - All CFD Engines will be evaluated by the incident supervisor and the evaluation form will be included in the equipment packet upon release from the incident.

21. Documentation Requirements for Assignments

One copy of each of the following documents is required for Out-of-Area Assignments

- | | |
|------------------------------------|---|
| <u>Mobilization Finance Packet</u> | b. Annual Operating Plan |
| a. Resource Order | c. Emergency Equipment Rental Agreement |

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- | | |
|---|--|
| <ul style="list-style-type: none"> d. Cooperator Conditions of Hire e. CFD Cooperative Fire Protection Agreement f. Vehicle Inspection Checklist g. Initial Shift Ticket h. Blank Contractor Evaluation Form | <ul style="list-style-type: none"> b. Annual Operating Plan c. Emergency Equipment Rental Agreement d. Cooperator Conditions of Hire e. CFD Cooperative Fire Protection Agreement f. Vehicle Inspection Checklist g. Completed Shift Tickets h. Completed OF-288s i. Emergency Equipment Use Invoice j. Claims documentation, if applicable k. Completed Evaluation l. Any receipts documentation reimbursable expenses accrued on the assignment |
|---|--|
- Demobilization Finance Packet

- a. Resource Order
- 22. Non-Engine Vehicle Rates - Any vehicle owned by the signatory Fire Department not reflected in #22 below, if accepted, will be paid at rates shown in Chapter 6 of the Alaska Incident Business Management Handbook. Personally-owned vehicles cannot be signed up under this Conditions of Hire.
- 23. Rates - Tables 1-3 are related to the Cooperator Reimbursement and Direct Payment methods. Tables 4-7 are related to the Lump Sum (Apparatus and personnel combined rate) method.

Table 1- Engine Types, Rates & Minimum Requirements (Apparatus ONLY)

Rates & Components (excluding personnel costs)	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Single Shift Rate	\$1,950	\$1,630	\$1,300	\$1,630	\$1,300
Double Shift Rate	\$3,055	\$2,550	\$2,040	\$2,550	\$2,040
Hourly Rate for refurb*	\$140	\$115	\$95	\$115	\$95
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

* Refurb time must be approved by FMO as per AOP

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Table 2- Water Tender Types & Minimum Requirement (Apparatus ONLY)

Rates & Components <i>(excludes personnel costs)</i>	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Daily Shift Rate - Single	\$2,840	\$2,680	\$1,785	\$1,545	\$1,265	\$1,070	\$860
Daily Shift Rate - Double	\$4,460	\$3,890	\$2,805	\$2,420	\$1,985	\$1,680	\$1,355
Hourly Rate for refurb*	\$200	\$190	\$130	\$110	\$95	\$80	\$60
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	2	2	2	2	2

* Refurb time must be approved by FMO as per AOP

Table 3- Command Vehicles & Minimum Requirements (Apparatus ONLY)

COMMAND VEHICLE RATE <i>(excluding personnel costs)</i>	
Daily Shift Rate	
Single	\$545
Double	\$855
Hourly Refurb*	\$40
Personnel	1

* Refurb time must be approved by FMO as per AOP

Table 4- Engine Types, Rates & Minimum Requirements (COMBINED RATE)

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Rates & Components <i>(includes personnel costs)</i>	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Single Shift Rate	\$4,005	\$3,845	\$2,525	\$2,285	\$2,005	\$1,810	\$1,600
Double Shift Rate	\$6,245	\$5,675	\$4,045	\$3,660	\$3,225	\$2,920	\$2,595
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	2	2	2	2	2

* Refurb time must be approved by FMO as per AOP

Table 5- Water Tender Types & Minimum Requirement (COMBINED RATE)

Rates & Components <i>(includes personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Single Shift Rate	\$2,365	\$2,045	\$1,715	\$2,370	\$2,040
Double Shift Rate	\$3,750	\$3,245	\$2,735	\$3,790	\$3,280
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

* Refurb time must be approved by FMO as per AOP

Table 6- Command Vehicles & Minimum

Requirements

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(COMBINED RATE)	
COMMAND VEHICLE RATE <i>(includes personnel costs)</i>	
Daily Shift Rate	
Single	\$960
Double	\$1,550
Hourly Refurb*	\$70
Personnel	1
* Refurb time MUST be approved by FMO as per AOP	

& Minimum Requirements (COMBINED RATE)	
Pre-Approved Staffing Change	
Shift Rate	
Single	Double
\$325	\$545
*This rate ONLY applies if approved by Forestry & Fire Chief	

Table 7- Pre-Approved Staffing Change

24. Debarment- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29):

1. The bidder/offeror, certifies by submission of this proposal or acceptance of this contract/agreement, that neither it nor its principals is 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.
2. 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 of hire 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.

Contractor's / Authorized Agent's Signature

Date

Printed Name and Title

Company Name

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EMERGENCY EQUIPMENT SHIFT TICKET					E 10	
NOTE: The responsible Government Officer will update this form each day or shift and make initial and final equipment inspections.						
1. AGREEMENT NUMBER			2. CONTRACTOR (name)			
23407			Northern Lights VFD			
3. INCIDENT OR PROJECT NAME		4. INCIDENT NUMBER		5. OPERATOR (name)		
moose Run		73411075		Jim Duncce		
6. EQUIPMENT MAKE		7. EQUIPMENT MODEL		8. OPERATOR FURNISHED BY		
CHEVY		F350 (T-7)		<input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		
9. SERIAL NUMBER		10. LICENSE NUMBER		11. OPERATING SUPPLIES FURNISHED BY		
VGA91187		9999-87		<input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry)		
12. DATE MO/DAY/YR		13. EQUIPMENT USE		14. REMARKS (released, down time and cause, problems, etc.)		
		START STOP HOURS/DAYS/MILES (circle one) WORK SPECIAL				
7/7/14 06:30 11:30		5		Junior Joe		
7/7/14 12:00 22:00		10		Joe Senior		
				15. EQUIPMENT STATUS		
				<input checked="" type="checkbox"/> a. Inspected and under agreement <input type="checkbox"/> b. Released by Government <input type="checkbox"/> c. Withdrawn by Contractor		
				16. INVOICE POSTED BY (Recorder's initials)		
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			18. GOVERNMENT OFFICER'S SIGNATURE		19. DATE SIGNED	
Your Signature			Div sup's signature		Date it the day you worked	

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OPTIONAL FORM 297 (Rev. 7-90)
USDA/USDI

FINANCE

2020

Annual Operating Plan

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

Area:

Fire Department:

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 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: A response that occurs after a fire has been contained and Forestry assumes single command of a wildland fire and request that the FD remain on scene. Forestry is responsible for FD cost.
2. The FD's Senior Fire Officer (SFO) will be contacted prior to apparatus or staff responding to Discretionary Response inside or outside FD's response area by the Forester or designee.
3. Outside of the Primary Response Area: When requesting a discretionary response outside the FD's service area, Forestry will contact the FD's Dispatch Center who will notify the appropriate SFO. The decision of accepting a discretionary response request is at the sole discretion of the FD. In accordance with their department's policy, the Senior Fire Officer 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 Response.

C. Communications

1. Forestry units responding to incidents within the protection area of a FD will advise the SFO of their response on pre-season designated Tactical Frequency.

- 2 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.
- 3 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 Tactical Air to Ground.

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.

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 Prepositioning Report listing available resources and hours of availability during fire season.
2. When Forestry engine crews are prepositioned in a service area; they will be dispatched simultaneously to wildland fires with the cooperating FD. Forestry ground resources will acknowledge their response to the FD's Senior Fire Officer and Forestry Dispatch.
3. Forestry Dispatch will always have discretion when assigning Forestry resources and can direct them to a higher priority fire at any time.
4. 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 the local Area Forestry 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 (NWGC) 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 shall be certified by the FD's chief 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 FD and are not eligible to be hired as EFF.
3. FD Personnel Certification: FD Chiefs or Training Officer **will** crosswalk and certify fire personnel from National Fire Protection Association (NFPA) to NWCG positions of Fire Fighter 1 (FFT1), Fire Fighter 2 (FFT2) and Engine Operator (ENOP). These positions are Job Aids or may require completed Position Taskbooks (PTB).
4. Red Card certification must be made prior to any assignments (preferably at the beginning of wildfire season) for FD personnel assigned to a Discretionary Response **outside the FD's Primary and Mutual Aid Response Area** and sent to the local Area Forestry Training Officer. Certification letter will include FD personnel name, FD position and cross-walked position, prior to red card being issued and be delivered prior to local Area Forestry Training Officer by **May 1st of every year**.
5. For other positions, FD's will follow NWCG training and Certification guidelines under PMS 310-1.
6. Consideration for fully qualified NWCG position requires attending appropriate position classroom training, successful performance on assignments and completing a PTB.
7. Personnel shall meet all established physical fitness and training standards for these positions.
8. 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.

9. Mutual Aid requests from other FD's follow FD certification process.
10. Forestry may assist in the training of agency personnel in preseason wildland fire protection, refresher and pack test.

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.

The FD agrees that service documents may be signed by the FD's staff as a duly authorized representative for certification as to the number of hours or other units of pay earned. The FD staff or a designee must sign shift tickets during the assignment and the Emergency Equipment Use Invoice document at the time of release from work.

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. Personnel from FD's may be hired by Forestry as EFF. The operator, if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide. The personnel must possess a valid driver's license with applicable endorsements and complete a Forestry Hiring Packet prior to hire. The FD will ensure that the personnel are qualified to staff the apparatus.
 - Additional FD personnel above minimum staffing levels listed in 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 minimum with approval from FMO. If staffed below minimum it will be noted on RO at the time of hire.
 - **All personnel staffing apparatus will be listed legibly daily on Equipment Shift Ticket's (OF-297) with FD or EFF status next to each name and position filled on the apparatus. (i.e. FFTR1, FFTR2, ENOP) (example: Jane Smith EFF FFTR1)**
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.
 - If no FD personnel staff the apparatus, Forestry will maintain and service the apparatus while it is on a RO.
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.
- 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.

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
- 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.
- Apparatus personnel may be a mix of FD or EFF personnel.
- 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 or EFF status next to each name and position filled on the apparatus. (i.e. FFT1, FFT2, ENOP) (example: Jane Smith EFF 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 or FD staff hired as EFF 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

For Cooperator Fire Department

Fire Chief or Designee

Date

2020
Cooperative Fire Protection Agreement

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

Area:

Fire Department:

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1. Recitals

It is the intent of AS 41.15.010 that the Alaska Division of Forestry (Forestry) 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 fire department (Cooperator) that an obligation exists to provide protection to life and property from fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and Forestry to coordinate efforts in the prevention, detection, and suppression of wildland fires.

2. Scope

This agreement outlines the roles and responsibilities for cooperating Fire Departments (FD) when responding to and suppressing Wildland/Urban Interface fires.

3. Definitions

Annual Operating Plan (AOP): Negotiated annually between the FD and Forestry to define operational details: Rate Tables, Required Equipment, Training, Documentation and Administrative responsibilities. The local Area Forester or designee signs the AOP for the Division of Forestry. The AOP may be different for each fire department due to department policy, city ordinance or union contract.

Automatic Aid: The assistance that is dispatched automatically by contract or agreement between two fire departments, communities or fire districts.

Back Fill: When the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract. 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

Cooperator: A structural fire department that is in good standing and certified by the State Fire Marshall. For the purpose of this document FD shall be used in all descriptors of a Cooperating Fire Department.

Contained or Containment: When a wildland fire has a natural barrier, dozer line, wet line, roads, scratch line, retardant line, etc. around it to keep the fire from spreading.

Cooperative Fire Protection Agreement (CFPA): The FD establishes a formal relationship with the Division by signing a Cooperative Fire Protection Agreement (CFPA). The agreement is signed by the fire department's Chief or governing official and sent from the Area, through the Region, to the Central Office for the State Foresters and the Department signatures. The CFPA will be the same statewide for all FD's; all cooperating fire departments will have a signed CFPA prior to hire or use of equipment.

Custody: When the operator/personnel remain employees of the FD's, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as Emergency Fire Fighter (EFF), the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.

EERA Equipment: Emergency Equipment Rental Agreement (EERA) Equipment includes equipment rented to Forestry that is not fire apparatus. The EERA equipment is registered into On-

Line Application System (OLAS) using Agency Suggested Rates.

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as it's typically used by fire departments for fire suppression purposes. Rates for Apparatus are detailed in the AOP.

Fire Response/Service Area: The FD's Fire Service Area or designated area where the FD has primary responsibility for fire protection. This may also include an Auto Response or Mutual Aid Response Area. Mutual Aid Response Area also includes DNR Forestry local Area of responsibility.

Fire Stores: Items as needed to complete required minimum equipment inventory or Nominal Unit Supply (NUS) as specified in AOP.

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.

Incident Business Management Handbook: The AIBMH applies existing State of Alaska administrative, contracting, and financial regulations and Department procedures within the framework of fire business management operations. Chapter 7 of the AIBMH, Cooperator Fire Departments, addresses FD apparatus; this is a separate compartment within the OLAS, "Fire Department". Chapter 6 AIBMH, Equipment Acquisition; addresses FD non-apparatus equipment, this compartment within OLAS is "Vendors".

Land Use and Facility Agreements: Temporary rental of property for fire purposes. Land Use and Facility Agreements (LUA) may include, but are not limited to; potable water sources, apparatus water sources, parking facilities, land line services, meeting and training rooms and restroom facilities. LUA pre-season inspections and Letter of Agreements (LOA) are preferred over actual incident occurrence.

Licenses and Permits and Insurance - The FD is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire all necessary licenses and permits required by state and federal law/regulation for both the apparatus and operator/personnel.

Mutual Aid: Assistance that is dispatched, upon request, by the responding fire department. Usually it is requested upon the arrival on scene but can be requested in route if circumstances dictate. Mutual aid should be defined by a signed agreement.

OLAS: On-line Application System is used to register, hire, and track FD fire apparatus and EERA equipment. OLAS will be used in the future for entering and tracking the CFPA's and AOPs submitted by FD's.

Order for Service: Upon acceptance of an order for service, either verbally or accepting a Resource Order, a binding contract between the FD and Forestry is created incorporating the terms of the CFPA and the AOP, when the apparatus or equipment passes inspection.

Property: Structures and other property located within a fire response area excluding forested land as defined in AS 41.15.170.

Reporting for Service - The FD is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry

will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFPA and AOP documents with the apparatus.

Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the FD requires return of apparatus, the FD shall notify Forestry, and the equipment shall be released within eight hours or at the beginning of the next operational period.

Wildland Fire: Uncontrolled burning of grass, brush, timber and other natural vegetative material. Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

4. Appropriate Response

Standard/Initial Response:

A response that a FD undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Response in a wildland fire begins at the time of notification and ends when the fire has been contained as determined by the Unified Command and no longer poses a threat to life and property. Unless agreed upon by Forestry Fire Management Officer (FMO) and the FD's Fire Chief, Forestry is not responsible for FD costs. By mutual agreement when *containment* has been reached **if** FD apparatus are requested by Forestry to remain on incident to support Forestry operations, Forestry Dispatch will be notified and Resource Orders for all FD apparatus, personnel and equipment shall be created.

Discretionary Response:

Within the FD Primary Response Area: a response that occurs after a fire has been *contained* and Forestry assumes single command of a wildland fire and requests that the FD remain on scene. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created.

Outside of the FD Primary Response Area: a response to a wildland fire at the request of Forestry to a wildland fire outside a FD's Primary Fire Response/Service Area. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created, apparatus and equipment shall pass inspection prior to start of service.

Unified Command: A method for all agencies or individuals who have jurisdictional responsibility and in some case those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

5. Non-Suppression Activities

Prescribed fire (RX) and other fire management projects:

Under the direction of Forestry, the AOP may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD

jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments:

It is common for wildland fire resources to assist with non-fire incidents. When requested under the authority of the Stafford Act, it is possible for Alaska state and FD resources to assist with these incidents. All such incidents must be handled on a case-by-case basis. FD's should check with the local Division of Forestry (DOF) Area Office, Forester or FMO prior to accepting all risk assignments under the CFPA and AOP agreements.

6. Command of Incident

Standard/Initial Response: The first responder on-scene shall assume functional command of the incident until the arrival of other responders, after which a Unified Command may be established.

Extended Response: By mutual agreement between Forestry and FD's, Forestry will assume single command of the incident once a fire escapes initial attack or is contained. Forestry is fiscally responsible for costs incurred suppressing the wildland fire during extended attack and mop-up when Forestry is in command.

7. Rates, Billing and Status of Employees and Apparatus

- All FD apparatus and EERA equipment will be registered in OLAS. Rate tables for FD apparatus are available in the AOP; for other FD equipment rates review Chapter 6 of the AIBMH..
- Apparatus may be hired unstaffed (apparatus only), Staffed or a mix of FD and Department of Natural Resources (DNR) personnel or staffed by all DNR personnel.
- Rate tables are reviewed annually by DNR.
- 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.
- Billing for fire personnel that will remain FD employees (not EFF) needs to be communicated during the resource ordering process and documented on the Resource Order (RO) prior to hire. During the time of hire FD employee names and position on the apparatus will be documented and manifested.
- Hourly Rates for FD staff 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.
- If FD personnel will be hired as EFF this needs to be communicated during the resource ordering process and documented in the Resource Ordering and Status System (ROSS) program prior to hire. EFF personnel will get individual resource orders. Rates will be established EFF rates based on position being filled.
- Personnel changes or crew swaps during assignments will be communicated through the home area fire dispatch, regardless of hiring method or management level of fire or location of fire.

- In the event where an AOP has not been signed by Forestry, rates paid for apparatus will not exceed the latest version of the rates listed in the AOP.
- State of Alaska, Division of Forestry employees remain employees of the State whether they work under FD or Forestry command. FD personnel if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide and the Alaska Single Resource AD/EFF Casual Hire Guide.

8. Backfill Reimbursement

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.

- Backfill reimbursement costs will be billed and segregated from the deployed personnel.
- Rates for backfill reimbursement should be attached as an addendum to this document.

9. Travel, Meals and Lodging

Travel time between the point of hire and the incident is reimbursable, if the incident is outside of a 50-mile radius of FD service area and authorization for per diem and travel is documented on Resource Order. Forestry will either pay per diem at established State of Alaska, Forestry rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

10. Refurb/Rehab

With the local Area Forester or Fire Management Officer (FMO) 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.

11. Mutual Aid resources requested for a mutual aid request must be pre-approved by Forestry to be eligible for reimbursement.

12. Automatic Aid resources will not be reimbursed unless otherwise requested by Forestry as outlined in their AOP.

13. Worker's Compensation

The FD's and Forestry are responsible for Worker's Compensation for their own personnel.

14. Liability Insurance

The FD's and Forestry are responsible for their own liability insurance coverage.

15. Fire Stores/Equipment Guidelines

Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD fire stores as needed to complete the required minimum equipment inventory as specified in AOP. 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.

If non-consumable fire stores become broken, or otherwise unusable, the FD will return the damaged item, along with a statement (or appropriate forms) of how the item was damaged, to Forestry for repair or replacement. If an item becomes lost or damaged as a result of negligence by the FD, the FD will be liable for replacement.

16. Land Use and Facility Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations as to price fairness, consideration should be given, but not limited, to the following items:

- Fair market rental rates for the property in the area
- Costs to the property owner, loss of rental fees from other sources, disruption of business
- Alterations needed and who will make them in a written scope of work
- Impacts on the property
- Costs of restoration, and who will do the restoration work
- Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Pre-inspection and post-inspection shall be made of the premises using the forms found in the Forms section of the AIBMH, Chapter 16. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are required showing where actual damages occur that may result in a claim. Pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, cisterns, road conditions, etc.

Further information can be found in the AIBMH, Chapter 16, Land/Facilities Acquisition.

17. Training Standards

When responding outside its Fire Response/Service Area, all FD employees will be National Wildfire Coordinating Group (NWCG) certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. Forestry may provide wildfire training material to the FD upon request. Training funds may be available through the Volunteer Fire Assistance (VFA) grants program. For further information see AOP.

18. Investigation and Prevention

See AOP for Investigation and Prevention policy and procedures.

19. Annual Operating Plan (AOP)

As soon as practical after this Agreement is executed and prior to March 15th, then annually thereafter, the FD and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall define the necessary operational details. At a minimum, the AOP should include mobilization procedures; approved rates; staffing; a map or description of response area; training and qualifications; contact information; education, prevention, investigation, and coordination procedures; and radio frequencies (communication coordination).

20. Notification

Notification procedures are outlined in the AOP.

21. Parties Responsible for their own Acts

FD and Forestry each agree that it will be responsible for its own acts and the results thereof, and that neither shall be responsible for the acts of the other. FD and Forestry each assumes its own risk and liabilities resulting from its acts under this Agreement.

22. 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.

23. Non-Waiver

The failure of the FD or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of any provision in this Agreement, nor shall it in any way affect the validity of this Agreement.

24. Review and Modifications

Forestry and FD agree to review this Agreement at least every five (5) years, but, Forestry and FD may agree to modifications to this agreement at any time. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and signed by Division of Natural Resources and FD prior to becoming effective.

25. 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 and not for or against any party.

26. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document. This agreement is effective as of the date of most recent signature and remains in effect until terminated in writing. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination.

- **The CFPA is valid for 5 years after signing. Every 5 years the agreement will be reviewed and resigned.**
- **The AOP is valid for 1 year. Every year it shall be reviewed and resigned.**

27. 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.

28. Indemnification

The Cooperator Fire Departments shall indemnify, hold harmless, and defend the Department of Natural Resources from and against any claim of, or liability for error, omission or negligent act of the Cooperator Fire Departments under this agreement. The Cooperator Fire Departments shall not be required to indemnify the Department of Natural Resources for a claim of, or liability for, the independent negligence of the Department of Natural Resources. If there is a claim of, or liability for, the joint negligent error or omission of the Cooperator Fire Departments and the independent negligence of the Department of Natural Resources, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Cooperator Fire Departments” and “Department of Natural Resources”, as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the Department of Natural Resources selection, administration, monitoring, or controlling of the Cooperator Fire Departments and in approving or accepting the Cooperator Fire Departments work.

Cooperative Fire Protection Agreement Signatures

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

Area Forester

Date

State Forester

Date

DNR Procurement Officer

Date

For Cooperator Fire Department

Fire Chief or Designee

Date

Date

Date

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