

MUTUAL AID WILDFIRE RESPONSE AGREEMENT

THIS AGREEMENT is made and entered into between the KENAI PENINSULA BOROUGH, hereinafter referred to as "KPB;" on behalf of the Anchor Point Fire and Emergency Medical Service Area, the Central Emergency Service Area and the Nikiski Fire Service Area; and the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, hereinafter "ADNR," and shall provide for mutual aid in the provision of wildfire response services as set out hereunder.

A. Request Authority. Aid may be requested by ADNR from any of the three Borough service area departments, in the form of personnel, equipment or materials, with a separate specific request to each requested department. ADNR shall make each request for aid through an authorized ADNR officer.

B. Response/Withdrawal Authority. KPB shall furnish personnel and equipment to ADNR at the request of an authorized officer of those agencies. Requests will be honored as current conditions permit and a request may be denied in whole or in part if the senior officer of the responding KPB emergency service area determines, in his absolute discretion, that it is in the best interest of KPB to deny such request. Should it be determined that the aid requested cannot be rendered, said senior officer shall immediately notify the ADNR of the level of aid which can be made available, if any, and shall initiate that level of response unless and until otherwise directed by the ADNR.

KPB shall have the authority to withdraw any and all equipment and personnel as determined necessary in the sole discretion of KPB provided that any withdrawal of KPB equipment and personnel made during the course of their active engagement of the wildfire shall be made in cooperation with the ADNR Officer-In-Charge (OIC), in order that the safety of the coordinated firefighting personnel and equipment be insured. In the event that KPB determines to withdraw any or all equipment and personnel when not actively engaged in firefighting activities, KPB shall first notify the ADNR OIC and shall endeavor to coordinate the withdrawal in conformance with the OIC's direction.

C. Command Responsibility. Upon arrival of requested KPB resources at the scene of the emergency, all men, materials, and equipment shall remain under the command of the KPB OIC. The KPB OIC shall report to and operate under the direction of the ADNR OIC upon his/her arrival .

E. Equipment and Personnel. The apparatus, equipment and personnel of each Borough Service Area, subject to request under this Agreement, are set out in the Annual Operations Plan, along with the specific manning requirements applicable to each. It is the intent of KPB that all equipment contained in or upon any apparatus shall remain with its apparatus and shall remain under the command of the KPB OIC.

The State will ensure that the necessary support functions for wildland initial attack are provided including (but not limited to); 24 hour duty officer coverage; initial attack dispatching; and fire equipment and supply warehousing throughout the official fire season (May 1 to September 30). The initial attack needs will be met through the combined capability of wildland engines (minimum of one staffed with at least two State employees), helitack, airtankers and smokejumpers. These resources will be contracted, acquired through continuing offers with private vendors, or supplied through other cooperators, i.e., the U.S. Forest Service and BLM Alaska Fire Service and will be kept in place during the official fire season as long as the fire danger indices demonstrate a need for the resources. The State agrees to respond to all fires within the geographic areas covered by this agreement with any of the resources specified above or by combining multiple resources, as necessary. The State agrees to order the necessary workforce and resources to meet the corresponding fire danger level.

The State agrees to maintain an ongoing fire prevention and permitting program. Fire training will also be coordinated to maximize the benefits to all parties in this agreement. This cooperative approach will provide for a coordinated response to wildland fires and enhance the working relationship between the parties.

F. Condition of Equipment. All equipment furnished under this Agreement must be in safe and operable condition, and ADNR reserves the right to reject equipment which is not in conformance with this paragraph.

G. Responsibility for Liability. Each responding agency shall be responsible for its own liabilities incurred while traveling to the scene, at the scene, and returning to the station of origin. In rendering emergency services, each agency will bear the responsibility for its own acts, and any liability incurred by such acts.

H. Custody and Control of Equipment. No equipment shall be loaned for use by personnel who have not been trained in its use. Any equipment loaned to another agency, which is in that agency's care, custody and control, shall be returned in as good condition as when it was loaned, and any damage occurring while under loan shall be repaired or replaced at the expense of the borrower agency. The decision as to whether or not to loan equipment for use by personnel of another responding agency shall be at the sole discretion of the officer-in-charge of the loaning agency.

I. Annual Operations Plans. Annual operations plans shall be cooperatively developed and become part of this Agreement upon agreement of the agencies and execution by the Borough Mayor and the authorized ADNR representative on or before March 31 of each year. The FY 1993 Operations Plan, is attached hereto and incorporated herein, by reference.

At a minimum the Operations Plan shall include:

1. Designation of the wildfire response area of each KPB fire service area on a one inch to one mile topographic map.
2. A current inventory of each department's fire fighting resources including all personnel, apparatus and equipment.
3. Operational procedures covering as applicable:
 - a. fire reporting
 - b. fire response and notification/callout procedures
 - c. fire reports and other document requirements
 - d. training and equipment familiarization
 - e. burn permits and closures
 - f. mobilization procedures
 - g. personnel qualification requirements

J. Other Agreements. Nothing in this Agreement shall prohibit or alter the authority for the various KPB emergency service areas to respond in conformance with other approved cooperative or mutual aid agreements within those boundaries designated in those agreements.

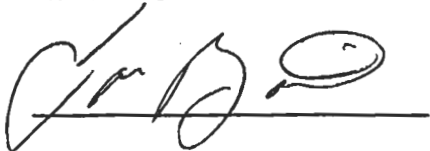
The terms of this agreement shall not prohibit or alter authority for the ADNR to respond in conformance with other approved cooperative or mutual aid agreements within those boundaries designated in those agreements.

K. Term of Agreement. This Agreement shall continue from year to year, perpetually, until either party hereto serves thirty (30) days written notice of intent to withdraw from or change the said Agreement, notice to be mailed via certified mail to the other parties hereto at their last known addresses. Attachments A, B and C shall be updated annually by KPB and provided to the ADNR on or before March 31 of each year.

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES

KENAI PENINSULA
BOROUGH

By:



Tom Boutin, State Forester

By: _____

Its: _____

Dated: May 20, 1993

Dated: _____

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY BY:

Gaye J. Vaughan,
Borough Clerk

Philip A. Reeves, Deputy
Borough Attorney