

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.

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4. Equipment Operator/Personnel - The Cooperator shall furnish the required staffing as listed in Tables 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,

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and accessories belonging to the Cooperator, 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.

12. Required Equipment - The Cooperator agrees to furnish apparatus, except command vehicles, with the following equipment:
- a. All apparatus listed on the Cooperators CFD Cooperative Fire Agreement AOP will be accompanied by a complete vehicle inventory in hard copy format
 - b. 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

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accessories as specified in the Annual Operating Plan.

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

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

- Four Wheel Drive
- Seating for 3 persons
- First Aid Kit
- Fire Extinguisher
- Emergency Lighting
- 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

Mobilization Finance Packet

- a. Resource Order
- 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. Initial Shift Ticket
- h. Blank Contractor Evaluation Form

Demobilization Finance Packet

- a. Resource Order
- b. Annual Operating Plan
- c. Emergency Equipment Rental

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- 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
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 <i>(excluding personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Single Shift Rate	\$2,660	\$2,300	\$1,930	\$2,665	\$2,295
Hourly Rate for refub*	\$150	\$120	\$100	\$120	\$100
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 2- Water Tender Types & Minimum Requirement (Apparatus ONLY)

Rates & Components <i>(excluding personnel costs)</i>	Structure Engines		Wildland Engines				
	1	2	3	4	5	6	7
Daily Shift Rate - Single	\$3,195	\$3,015	\$2,840	\$2,570	\$2,255	\$2,035	\$1,800
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	-	-	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

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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)

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

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Table 6- Command Vehicles & Minimum Requirements (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	

Table 7- Pre-Approved Staffing Change & Minimum Requirements (COMBINED RATE)

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

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