

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL PARK SERVICE
AND
HAWAII COUNTY FIRE DEPARTMENT

Article I Background

A. Purpose

1. Purpose of this Memorandum of Understanding (hereinafter MOU) is to provide personal services and equipment required for the protection of life and property during emergency incidents on lands administered by the National Park Service on the Island of Hawaii (hereinafter NPS) and Hawaii County Fire Department (hereinafter Department). Emergency incidents are defined as those situations including, but not limited to, fire, medical emergencies, and emergency rescue situations.

B. Authority

1. The statutes found in 42 U.S.C. 1856 and 16 U.S.C. 1b (1) provide authority for the NPS to enter into reciprocal agreements and to render emergency and cooperative assistance to nearby agencies to preserve life and property.
2. The Fire Chief, Hawaii County Fire Department, has signature authority to enter into agreements with the NPS regarding preservation of life and property on NPS administered lands.
3. The Superintendents of the National Parks have signature authority to enter into agreements with the Department regarding preservation of life and property with the Department regarding preservation of life and property on the hereinafter listed NPS administered Parks on the Island of Hawaii and to provide reciprocal assistance.

Article II Statements of Work

A. Emergency Incidents on Park Lands

1. In the event of a fire, medical emergency, or search and rescue incident in a Park, the Department agrees to:
 - a. Respond to the fire with a minimum of one pumper unit and qualified crew with safety and firefighting equipment.

- b. Cooperate with the park staff in the immediate suppression of the fire and follow instructions provided by the Park Incident Commander assigned to the emergency incident.
- c. Recognize that the NPS policies and requirements may necessitate special or unique firefighting procedures that may differ from Department procedures. The Department will adhere to NPS requirements when requested to do so by the Park Incident Commander.
- d. Notify the NPS immediately of any emergency incidents falling under this MOU occurring within park administered lands when such calls are reported through the 911 system.
- e. Provide, when available, the Department's rescue helicopter and/or ambulance and rescue/medical personnel upon request by the NPS.

2. In the event of a fire, medical emergency, or search and rescue incident inside the Park, the NPS will:

- a. Respond with firefighting, medical, and search and rescue personnel with safety, rescue, and firefighting equipment.
- b. Cooperate and coordinate with the Department personnel in fire suppression and rescue activities.
- c. Solicit and accept recommendations from the Department command personnel in suppression and rescue procedures, in so far as they do not conflict with park/NPS policies. For purposes of this MOU, the Department command personnel are:
 - 1. Engine Company Captain
 - 2. Assistant Chief
 - 3. Deputy Fire Chief
 - 4. Fire Chief
- d. Adhere to the Department's policy and procedures reference safety involving the rescue helicopter's use. The NPS shall defer to the discretion of the Department's helicopter pilot on all safety concerns. The NPS shall provide guidance and assistance with reference to landing zones within park lands.
- e. Permit the Department to enter its emergency communications radio-net.
- f. Notify the Department's dispatch in advance for anticipated needs for the Department's rescue helicopters, rescue trucks, and other fire units.

B. Emergency Incidents Adjacent But Outside The Park Boundaries

1. In the event of a fire, medical emergency, or search and rescue incident on lands adjacent to but outside the park boundaries upon request. The NPS will:
 - a. Respond to the emergency incident with available personnel and equipment.
 - b. Cooperate with Department personnel in the fire suppression/rescue operation.
 - c. Recognize and follow orders from the Department command personnel or appropriate county/state authority.
2. The Department will:
 - a. Establish a clear command structure and provide orders and instructions to responding NPS personnel.
 - b. Consult with the officers designated in Article II, A, 1, if a fire threatens NPS administered property.

C. Operations

1. The NPS and Department mutually agree to the following:
 - a. NPS personnel will not be considered employees of the Department.
 - b. Employees or agents of the Department will not be considered employees of the NPS.
 - c. The NPS will not be bound to make any expenditures under this MOU, except as may be appropriated by the Congress of the United States.
 - d. All NPS wildland or structural fire suppression qualified personnel will meet, as a minimum, the requirements found in NPS Director's Orders and Resource Manuals 18 and 58.
 - e. Personal protection equipment will be provided to their employees by the respective parties to this MOU.
 - f. Participate in joint training exercised/drills in areas covered by this MOU.
 - g. Periodically review effectiveness of this MOU.

E. Agreement Evaluation

The parties will jointly review the results of this MOU whenever it is deemed necessary by either agency. The MOU may be amended at any time by the written mutual consent of the parties. The approved amendment will immediately become part of this MOU.

Article III Key Officials

A. NPS

The superintendents of the four National Parks on the Island of Hawaii, have the authority and responsibility for managing this MOU on behalf of the NPS.

B. Department

The Fire Chief, Hawaii Country Fire Department has the authority and responsibility for managing this MOU.

Article IV Reports

Reporting for each agency will be according to each agency's respective case incident and reporting system/procedure necessary to document cooperative activities and the natural reporting process of documenting circumstances of a specific event.

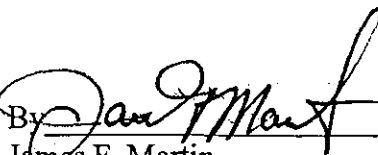
Article V Term and Termination

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be effective from the date of final signature and will continue in force for a period of five years unless terminated by either party by sixty days written notice to the other.

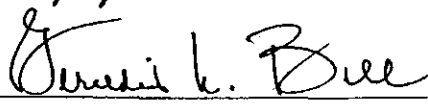
Article VI Required Clauses

During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.

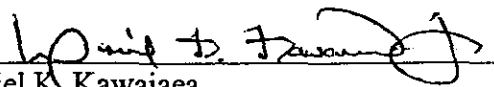
NATIONAL PARK SERVICE

1. By 
James F. Martin
Superintendent, Hawaii Volcanoes NP

Date 8/4/03

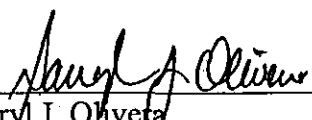
2. By 
Geraldine K. Bell
Superintendent, Pu'u Honua O Honunau NHP & Kaloko
Honokohau NHP

Date 8/13/03

3. By 
Daniel K. Kawaiaea
Superintendent, Puukohola Heiau NHS

Date 8/12/03

HAWAII COUNTY FIRE DEPARTMENT

By 
Darryl J. Oliveira
Fire Chief, Hawaii County Fire Department

Date JUL 31 2003