

MEMORANDUM OF AGREEMENT

BETWEEN

**COUNTY OF HAWAII
FIRE DEPARTMENT**

AND

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION**

THIS AGREEMENT, made and entered into this 25th day of February, 2020 by and between the COUNTY OF HAWAII FIRE DEPARTMENT, hereinafter referred to as the "COUNTY", and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, with its principal place of business at Ellison Onizuka Kona International Airport at Keahole, 73-200 Kupipi Street, Kailua-Kona, Hawaii 96740-2645; Waimea-Kohala Airport; and Hilo International Airport, 2450 Kekuanaoa Street, Hilo, Hawaii 96720, hereinafter referred to as the "STATE";

WITNESSETH:

WHEREAS, the COUNTY maintains equipment and personnel for the suppression of fires within the civilian communities situated adjacent to and/or surrounding the airport facilities; and

WHEREAS, it is recognized that potential conflagration and disaster hazards exist in the various airport establishments and civilian communities which may be conceivably beyond the abilities of the fire fighting force supported by either the STATE or the COUNTY to control individually; and

WHEREAS, the lands or districts of the parties hereto are adjacent to or contiguous so that mutual assistance in a fire emergency is deemed feasible; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another in accordance with these terms; and

WHEREAS, it is the policy of the STATE and of the municipalities and other districts and their governing bodies to achieve such agreements wherever practicable;

THEREFORE BE IT AGREED THAT:

1. The COUNTY and the STATE will retain responsibility for and control of fire prevention and firefighting matters in their respective installations and properties.

2. When requested, and consistent with conditions at the time of the request, the COUNTY and the STATE will assist each other in the suppression of fire in properties and installations which are normally the concern of the other.

3. The STATE shall ensure that the airport operator meets the Federal Aviation Regulation FAR Part 139 statutory requirements to support air carrier operations. The STATE shall provide at least the minimum firefighting equipment and agents for the airport index identified in Section 139.315 and 139.317 to meet air carrier operations statutory requirements.

4. The Fire Chiefs of the fire departments of the COUNTY and the STATE are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures shall become effective upon ratification by the parties to this agreement.

5. The rendering of assistance under the terms of this agreement shall be accomplished in accordance with detailed plans and procedures of operation drawn and agreed to by the technical heads of the departments of the parties to this agreement.

6. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the requesting party if assistance cannot be rendered.

7. Whenever the senior officer of a fire department that is a party to this agreement, or the senior officer of a fire department that is actually present at a fire, requests firefighting assistance under the terms of this agreement, then the senior officer on duty of the fire department receiving the request shall forthwith take the following action:

a. Immediately determine if the requested apparatus and personnel are available to respond to the call;

b. Determine what apparatus and personnel might most effectively be dispatched;

c. Determine the exact mission to be assigned with respect to the detailed plans and procedures of operation drawn in accordance with this agreement by the technical heads of the fire department involved;

d. Dispatch such apparatus and personnel with complete instructions as to the mission, in accordance with the terms of this agreement. Provided, however, that when a call for assistance is received by the State Aircraft Rescue Firefighting Unit, the call shall be referred immediately to the Airport Manager of the Ellison Onizuka Kona International Airport at Keahole or his duly authorized representative (e.g., Assistant Airport Manager/ Airport Fire Chief) at Hilo International Airport, Hilo, Hawaii before any equipment or personnel is dispatched.

8. The senior officer of the fire department requesting assistance shall assume full charge of the operations at the scene of the fire. However, under procedures agreed to by the technical heads of the fire departments involved, the senior officer of the department furnishing the assistance may assume responsibility for the coordination of the overall operation.

9. Liability. The STATE shall be responsible to the extent permitted by law, for damage or injury caused by STATE's officers, agents and employees in the scope of their employment provided that the STATE's liability for such damage or injury has been determined by a court or agreed to by the STATE. The STATE shall pay for such damage and injury provided that funds are appropriated and allotted for that purpose.

10. Liability. The COUNTY shall be responsible to the extent permitted by law, for damage or injury caused by COUNTY's officers, agents and employees in the scope of their employment provided that the COUNTY's liability for such damage or injury has been determined by a court or agreed to by the COUNTY. The COUNTY shall pay for such damage and injury provided that funds are appropriated and allotted for that purpose.

11. All services performed under this agreement shall be rendered without reimbursement of either party.

12. The COUNTY agrees that in order to conform to the requirements of the State of Hawaii relative to the release of public information, all requests for information relative to fires at airport installations will be referred to the cognizant Department spokesperson/ Airport Manager and that employees, agents, or officers of the COUNTY will refrain from releasing the information.

13. The various officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections, drills, and training.

14. The Fire Chief, of the Fire Department of the COUNTY of Hawaii, agrees to permit personnel of the State of Hawaii Aircraft Rescue and Firefighting Units to attend training sponsored by the COUNTY of Hawaii and/or use its facilities on a space-available basis without additional cost to the State of Hawaii.

15. The State of Hawaii, Department of Transportation, Airports Division, in turn, agrees to permit the Hawaii Fire Department personnel to participate in their training programs on the same space available, at no cost; conditions as agreed to by the Fire Chiefs of both departments and their designees.

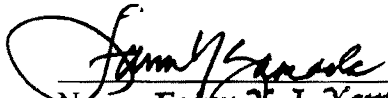
16. Both parties agree to utilize the National Incident Management System (NIMS), for the command and control in the Incident Command System.

17. This agreement shall become effective upon the date hereof, and shall remain in full force and effect until cancelled by mutual agreement of the parties hereto, or by written notice by one party to the other party within sixty (60) days notice of said cancellation.

18. Effective Period. This Memorandum of Agreement shall become effective upon the date first above written and shall remain in effect until cancelled by mutual agreement of all parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 29th day of February, 2020.

APPROVED AS TO FORM:



Name: Ewen J. Yamada
Deputy Attorney General

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

By 
ROSS M. HIGASHI
Deputy Director-Airports

Date: 1/14/2020

COUNTY OF HAWAII

By 
HARRY KIM
Mayor, County of Hawaii

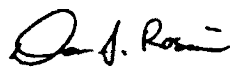
Date: 2/25/2020

APPROVED AS TO FORM
AND LEGALITY:


Name: KEIRA K. WONG
Deputy Corporation Counsel

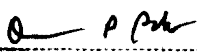
Date: FEBRUARY 21, 2020

COUNTY OF HAWAII
FIRE DEPARTMENT

By 
DARREN ROSARIO
Fire Chief

Date: FEB 14 2020

Approved as to Availability of Funds
in the amounts and for the purposes
set forth herein.



DIRECTOR OF FINANCE
FEB 18 2020 