

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII'
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA

DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

DAWN N.S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE
MANAGEMENT

RYAN K.P. KANAKA'OLE
FIRST DEPUTY

CIARA W.K. KAHAHANE
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE
MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES
ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

March 27, 2026

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

**SUBJECT: AUTHORIZE THE CHAIRPERSON TO EXECUTE AND EXTEND
MUTUAL AID AGREEMENTS PURSUANT TO CHAPTER 185, HAWAII
REVISE STATUTES, FOR COOPERATIVE FIRE PROTECTION AND
WILDLAND FIRE SUPPRESSION**

This Board Submittal requests authorization for the Chairperson to execute, amend, and extend Mutual Aid Agreements between the Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW), county fire departments and other cooperating agencies pursuant to Chapter 185, Hawaii Revised Statutes (HRS), subject to approval as to form by the Department of the Attorney General.

BACKGROUND

Chapter 185, HRS, authorizes DOFAW to take measures for the prevention, control, and extinguishment of wildland fires within forest reserves, public hunting areas, wildlife and plant sanctuaries, natural area reserves, and other lands under its protection responsibilities. The statute further directs the Department to cooperate with established fire control agencies of the counties and the federal government in developing plans and programs and mutual aid agreements for assistance in fire prevention, control, and extinguishment activities.

Wildland fires and other natural disasters frequently cross jurisdictional boundaries and may exceed the capacity of a single agency to respond effectively. Mutual Aid Agreements provide a formal structure for cooperation, coordinated response, unified command, liability provisions, reimbursement terms where applicable, and operational clarity during emergency incidents.

ITEM C-2

DOFAW currently has Mutual Aid Agreements with all four county Fire Departments, U.S. Department of Interior, U.S. Department of Defense, and U.S. Forest Service. Several of these agreements are two decades old and renewal with updated terms and approval of both signatories is sought.

These agreements establish defined primary areas of concern, clarify command and control under the National Incident Management System (NIMS) and Incident Command System (ICS), outline equipment and personnel responsibilities, and address liability, insurance, and reimbursement provisions.

DISCUSSION

The Division of Forestry and Wildlife routinely enters into Mutual Aid Agreements with county fire departments and other fire suppression agencies to ensure coordinated wildland fire suppression and disaster response statewide. These agreements are essential to public safety and ensure rapid, effective, and legally supported cooperation during emergency incidents.

Given the operational nature of wildfire response and the need for timely execution of agreements particularly when updating terms, renewing agreements, incorporating new federal requirements, or expanding cooperative arrangements. DOFAW recommends that the Board delegate authority to the Chairperson to execute, amend, and extend such Mutual Aid Agreements, subject to approval as to form by the Department of the Attorney General.

Each agreement will remain consistent with statutory authority and will be reviewed for legal sufficiency prior to execution.

CHAPTER 343, HRS – ENVIRONMENTAL REVIEW

Authorization to execute Mutual Aid Agreements does not trigger environmental review under Chapter 343, HRS, as the action authorizes administrative agreements for emergency response cooperation and does not constitute a land use action, construction project, or other activity requiring environmental assessment.

RECOMMENDATION

That the Board:

1. Authorize the Chairperson to execute, amend, and extend Mutual Aid Agreements pursuant to Chapter 185, HRS, between the Department of Land and Natural Resources, Division of Forestry and Wildlife, and county fire departments and other cooperating agencies for wildfire prevention, suppression, and related emergency response activities; and

2. Authorize execution of such agreements subject to approval as to form by the Department of the Attorney General and such terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,



David G. Smith, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Ryan K.P. Kanaka'ole, Acting Chairperson
Board of Land and Natural Resources

MUTUAL AID AGREEMENT

This Mutual Aid Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between the COUNTY OF HAWAII, a political subdivision of the State of Hawaii, acting by and through its Hawaii Fire Department (HFD), and the STATE OF HAWAII, acting by and through the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW).

WITNESSETH THAT:

WHEREAS, HFD is responsible for preventing, controlling, and extinguishing fires within the County of Hawaii;

WHEREAS, under Chapter 185 of the Hawaii Revised Statutes, as amended, the Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii, hereinafter referred to as "DOFAW", has the responsibility to take measures for the prevention, control and extinguishment of wildland fires within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and shall cooperate with established fire control agencies of the counties and the federal government in developing plans and programs and mutual aid agreements for assistance for the prevention, control and extinguishment of fires on forest, grass, brush and watershed lands not within the department's fire protection responsibilities, and

WHEREAS, HFD and DOFAW recognize that potential fire and disaster hazards exist on Hawaii in the various forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and in other forest, pasture, and brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves which are conceivably beyond the abilities of the fire fighting forces of either HFD or DOFAW to control individually; and;

WHEREAS, by pooling the resources of HFD and DOFAW, the combined strength and efforts of these two agencies would afford the people of the County and the State more extensive and effective protection of their lives, property and natural resources;;

NOW, THEREFORE, in the interests of public safety, health, and welfare, the County and the State do hereby agree as follows:

- 1) When used in this Agreement:
 - a) "Agency" means either HFD of the County of Hawaii or DOFAW of the Department of Land and Natural Resources, State of Hawaii;
 - b) "Manager" refers to the DOFAW Branch Manager of the Island of Hawaii appointed pursuant to Chapter 185 of the Hawaii Revised Statutes, as amended;
 - c) "Fire Chief" refers to the chief of HFD appointed pursuant to Section 7-4.3 of the Revised Charter of the County of Hawaii 2000, as amended;

- d) "Primary areas of concern" shall mean:
 - i) For DOFAW: forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves of the State; and
 - ii) For HFD: all lands.
- 2) That the fire control response areas are designated by legend on the attached Mutual Aid Agreement map(s) incorporated into this Agreement.
- 3) To the end that the forests and surrounding areas and communities of the County of Hawaii may enjoy optimum fire protection, the agencies, when requested and consistent with conditions at the time of the request, will assist each other in the suppression of fire in areas which are normally the concern of the other.
- 4) Wildland fire suppression matters of mutual interest to the County and the State will be coordinated by the Fire Chief or their designee and the Manager or their designee.
- 5) HFD and DOFAW will each retain responsibility for, and control of, fire prevention and fire fighting matters in their primary areas of concern as prescribed by their respective authorities.
- 6) In the event of fire occurring in a forest reserve, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of HFD, the Fire Chief or their designee will respond, insofar as prerequisites of service will permit, and collaborate with the Manager or their designee, for the purpose of direction and coordination of the efforts of HFD with those of DOFAW. Such collaboration shall occur using a unified command structure under the incident command system.
- 7) In the event of fire occurring in forest, pasture or brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of DOFAW, the Manager or their designee will respond, insofar as prerequisites of service permit, and report to the Fire Chief or their designee for the purpose of direction and coordination of the effort of DOFAW with those of HFD. Such assistance shall occur under the command and control structure of National Incident Management System (NIMS) and the Incident Command System (ICS).
- 8) In any event, it is understood and agreed that the assisting agency may be unable to respond in instances when the personnel and/or equipment available to it are, or would thereby be rendered, insufficient to meet the actual or realistically potential needs of the requesting agency.
- 9) Each agency shall remain responsible for all salaries, losses, damages or injuries to its own personnel and equipment that are incurred while engaged in a mutual undertaking.

10) Each agency waives all claims against the other for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement

11) That DOFAW agrees:

- a) That it has primary fire protection responsibilities in the areas designated in green and assisting agency responsibilities in the areas designated in pink and white on the attached Mutual Aid Agreement map(s);
- b) To make available vehicles and equipment under the Federal Excess Personal Property Program (FEPP) and to maintain a current listing of these vehicles and equipment as an addendum to this Agreement;
- c) That the title of all accessories, tools, equipment, sirens, etc. which are added to the equipment will remain with HFD and HFD may remove same, prior to returning the equipment to DOFAW;
- d) To permit personnel of HFD to attend firefighting and other appropriate training classes and to use its training facilities on a space available basis and without cost to the County. Personnel attending such classes shall be deemed to have assumed such risks as may be normally incident hereto.
- e) To permit companies of HFD to visit forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves on the Island of Hawaii for the purpose of familiarizing themselves with terrain, hazardous areas, water supplies, and any other information needed to enable them to efficiently and safely engage in wildland fire fighting and disaster control operations.

12) That HFD agrees:

- a) That it has primary fire protection responsibilities in all green, pink, and white coded areas as designated on the attached Mutual Aid Agreement map(s);
- b) That the FEPP equipment and vehicles be used in accordance with rules and regulations of the FEPP program;
- c) To maintain current liability and property damage insurance for each piece of equipment listed on the addendum;
- d) To make the equipment available for inspection quarterly by a representative of DOFAW if desired;
- e) That the equipment may not be sold, junked or traded, but must be returned to DOFAW for final disposition;
- f) To maintain equipment in safe, serviceable condition, including vehicle safety checks; and

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last signature below.

COUNTY OF HAWAII:

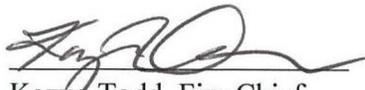
Kimo Alameda, Mayor
County of Hawaii

STATE OF HAWAII:



Michael Walker, Administrator
Division of Forestry Wildlife

RECOMMEND APPROVAL:



Kazuo Todd, Fire Chief
Hawaii County Fire Department

Dawn N. S. Chang, Chairperson
Board of Land and Natural Resources

APPROVED AS TO FORM:

Sylvia Wan
Deputy Corporation Counsel
County of Hawaii

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

LINDA LINGLE
GOVERNOR OF HAWAII



5408d

PETER T. YOUNG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, RM. 325
HONOLULU, HAWAII 96813

MANAGEMENT
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE
COMMISSION
LAND MANAGEMENT
STATE PARKS

April 5, 2005

MEMORANDUM

TO: PETER T. YOUNG
Chairperson

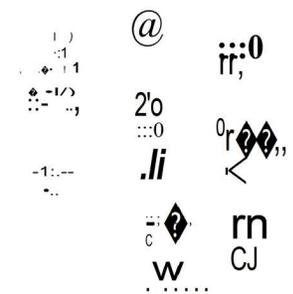
FROM: PAUL J. CONRY 
Administrator

SUBJECT: MUTUAL AID AGREEMENT -
HAWAII COUNTY FIRE DEPARTMENT

Attached for your review and signature is the Mutual Aid Agreement between the Department of Land and Natural Resources and the Hawaii County Fire Department. Please return the document to this office after you have reviewed and signed it.

Should you have any questions, please feel free to call me at 587-0166.

Attachment



Harry Kim
Mayor



Darryl J. Oliveira
Fire Chief

Desmond K. Wery
Deputy Fire Chief

County of Hawaii
FIRE DEPARTMENT

25 Aupuni Street • Suite 103 • Hilo, Hawai'i 96720
(808) 961-8297 • Fax (808) 961-8296

March 28, 2005

Mr. Paul J. Conry
Administrator
Department of Land and Natural Resources
Division of Forestry and Wildlife
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

Dear Mr. Conry,

RE: MUTUAL AID AGREEMENT

The Mutual Aid Agreement has been signed by Mayor Harry Kim and is enclosed.

Once the document is fully executed, please return a copy to us for our files.

Thank you for your assistance.

Sincerely,


DARRYL OLIVEIRA
Fire Chief

DO:lk

Enclosure

RECEIVED
05 MAR 30 P 3:29



MUTUAL AID AGREEMENT

THIS AGREEMENT, entered in this el. day of , 201..2.£., by and between the COUNTY OF HAWAII, a political subdivision of the State of Hawaii, hereinafter referred to as the "County," by its Hawaii County Fire Department, hereinafter referred to as "HCFD," and the STATE OF HAWAII, hereinafter referred to as "State," by its Board and Land and Natural Resources,

WITNESSETH THAT:

WHEREAS, HCFD has the responsibility of preventing, controlling and extinguishing fires in the County of Hawaii; and

WHEREAS, under Chapter 185 of the Hawaii Revised Statutes, as amended, the Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii, hereinafter referred to as "DOFAW", has the responsibility to take measures for the prevention, control and extinguishment of wildland fires within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and shall cooperate with established fire control agencies of the counties and the federal government in developing plans and programs and mutual aid agreements for assistance for the prevention, control and extinguishment of fires on forest, grass, brush and watershed lands not within the department's fire protection responsibilities; and

WHEREAS, HCFD and DOFAW recognize that potential fire and disaster hazards exist on Hawaii in the various forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves and in other forest, pasture, and brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves which are conceivably beyond the abilities of the fire fighting forces of either HCFD or DOFAW to control individually; and

WHEREAS, by pooling the resources of HCFD and DOFAW, the combined strength and efforts of these two agencies would afford the people of the County and the State more extensive and effective protection of their lives, property and natural resources;

NOW, THEREFORE, in the interests of public safety, health, and welfare, the County and the State do hereby mutually agree as follows:

(1) When used in this Agreement:

"Agency" means either HCFD of the County of Hawaii or DOFAW of the Department of Land and Natural Resources, State of Hawaii;

"Manager" refers to the DOFAW Branch Manager of the Island of Hawaii appointed pursuant to Chapter 185 of the Hawaii Revised Statutes, as amended;

"Fire Chief" refers to the chief of HCFD appointed pursuant to Section 7-4.3 of the Revised Charter of the County of Hawaii 2000, as amended;

"Primary areas of concern" shall mean:

(a) For DOFAW: forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves of the State; and

(b) For HCFD: all lands.

(2•) That the fire control response areas are designated by legend on the attached Mutual Aid Agreement map(s) incorporated into this Agreement.

(3) To the end that the forests and surrounding areas and communities of the County of Hawaii may enjoy optimum fire protection, the agencies, when requested and consistent with conditions at the time of the request, will assist each other in the suppression of fire in areas which are normally the concern of the other.

(4) Wildland fire suppression matters of mutual interest to the County and the State will be coordinated by the Fire Chief and the Manager.

(5) HCFD and DOFAW will each retain responsibility for, and control of, fire prevention and fire fighting matters in their primary areas of concern as prescribed by their respective authorities.

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(6) In the event of fire occurring in a forest reserve, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of HCFD, the Fire Chief or his official assistant will respond, insofar as prerequisites of service will permit, and collaborate with the Manager or his official assistant, for the purpose of direction and coordination of the efforts of HCFD with those of DOFAW. Such collaboration shall occur using a unified command structure under the incident command system.

(7) In the event of fire occurring in forest, pasture or brush lands not within forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves requiring the assistance of DOFAW, the Manager or his official assistant will respond, insofar as prerequisites of service permit, and collaborate with the Fire Chief or his official assistant for the purpose of direction and coordination of the effort of DOFAW with those of HCFD. Such collaboration shall occur under the command and control structure of the incident command system.

(8) In any event, it is understood and agreed that the assisting agency may be unable to respond in instances when the personnel and/or equipment available to it are, or would thereby be rendered, insufficient to meet the actual or realistically potential needs of the requesting agency.

(9) Each agency shall remain responsible for all salaries, losses, damages or injuries to its own personnel and equipment that are incurred while engaged in a mutual undertaking.

(10) Each agency waives all claims against the other for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

(11) That DOFAW agrees:

(a) That it has primary fire protection responsibilities in the areas designated in green and assisting agency responsibilities in the areas designated in pink and white on the attached Mutual Aid Agreement map(s);

(b) To make available vehicles and equipment under the Federal Excess Personal Property Program (FEPP) and to maintain a current listing of these vehicles and equipment as an addenda to this Agreement;

(c) That the title of all accessories, tools, equipment, sirens, etc. which are added to the equipment will remain with HCFD and HCFD may remove same, prior to returning the equipment to DOFAW;

(d) To permit personnel of HCFD to attend firefighting and other appropriate training classes and to use its training facilities on a space-available basis and without cost to the County. Personnel attending such classes shall be deemed to have assumed such risks as may be normally incident hereto.

(e) To permit companies of HCFD to visit forest reserves, public hunting areas, wildlife and plant sanctuaries, and natural area reserves on the Island of Hawaii for the purpose of familiarizing themselves with terrain, hazardous areas, water supplies, and any other information needed to enable them to efficiently and safely engage in wildland fire fighting and disaster control operations.

(12) That HCFD agrees:

(a) That it has primary fire protection responsibilities in all green, pink, and white coded areas as designated on the attached Mutual Aid Agreement map(s);

(b) That FEPP equipment and vehicles be used in accordance with rules and regulations of the FEPP program;

(c) To maintain current liability and property damage insurance for each piece of equipment listed on the addenda;

(d) To make the equipment available for inspection quarterly by a representative of DOFAW;

(e) That the equipment may not be sold, junked or traded, but must be returned to DOFAW for final disposition;

(f) To maintain equipment in safe, serviceable condition, including vehicle safety checks; and

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(g) To permit personnel of DOFAW to attend fire fighting and other appropriate training classes and to use its training facilities on a space-available basis without cost to the State. Personnel attending such classes shall be deemed to have assumed such risks as may be normally incident hereto.

(13) That it is further mutually agreed that;

(a) The permanent State license plate will continue to be used on State loaned vehicles and equipment; and

(b) The loaned vehicles and equipment will be marked in a manner that will indicate the cooperation between HCFD and DOFAW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective from the date of execution and will continue in force from year to year unless terminated by either party thirty (30) days' written notice to the other.

Approved by the Board of Land and Natural Resources at its meeting held on January 28, 2005.

COUNTY OF HAWAII

~~By _____~~
Its ~~Mayor~~ Chief

And By _____
Its Mayor Mc:maa'o'i G Elhdor

STATE OF HAWAII

And By _____
Chairperson
Board of Land and Natural Resources

APPROVED AS TO FORM:

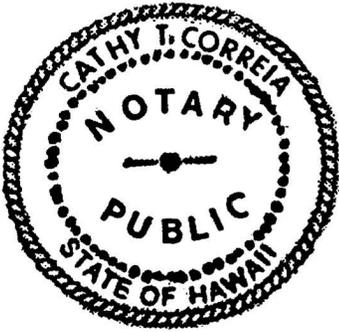
Stiane A. Troke
Deputy Corporation Counsel

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 24th day of March . 2005. before me personally appeared DIXIE KAETSU. to me personally known, who. being by me duly sworn. did say that she is the Managing Director of the County of Hawaii. a municipal corporation of the State of Hawaii; that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawaii; that the foregoing instrument was signed and sealed in behalf of the County of Hawaii by authority given to said Mayor of the County of Hawaii by Section 5-1 .3(g) of the County Charter. County of Hawaii (2000). as amended. and assigned by the Mayor to the Managing Director pursuant to Section 6-1 .3(h) of the County Charter; and said DIXIE KAETSU acknowledged said instrument to be the free act and deed of said County of Hawaii.

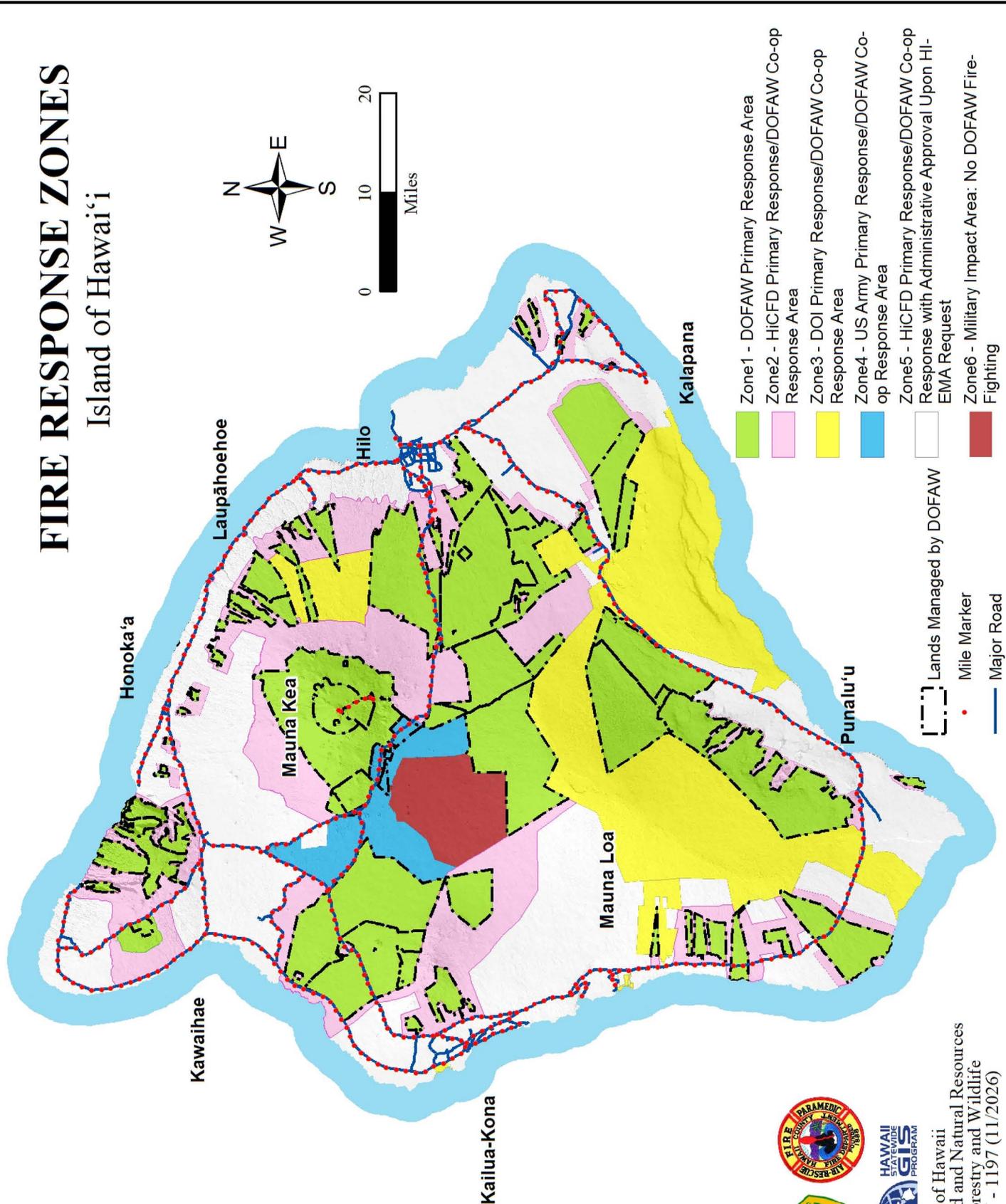


Cathy T. Correia
CATHY CORREIA
Notary Public, State of Hawaii

My commission expires: 10/13/06

FIRE RESPONSE ZONES

Island of Hawai'i



- Zone 1 - DOFAW Primary Response Area
- Zone 2 - HiCFD Primary Response/DOFAW Co-op Response Area
- Zone 3 - DOI Primary Response/DOFAW Co-op Response Area
- Zone 4 - US Army Primary Response/DOFAW Co-op Response Area
- Zone 5 - HiCFD Primary Response/DOFAW Co-op Response with Administrative Approval Upon Hi-EMA Request
- Zone 6 - Military Impact Area: No DOFAW Fire-Fighting

- [Dashed Box] Lands Managed by DOFAW
- [Red Dot] Mile Marker
- [Blue Line] Major Road



State of Hawaii
 Department of Land and Natural Resources
 Division of Forestry and Wildlife
 Map No. FW - 1197 (11/2026)