

## MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (APFEMSA) and the KACHEMAK EMERGENCY SERVICE AREA (KESA) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests. Aid may be requested by either service area in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed. Requests for aid shall include as much detail as circumstance and time allow.
  
2. Response to Mutual Aid Request. The senior officer on duty at the requested service area shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested service area's ability to meet its responsibility within its own jurisdictional area. The senior officer at the requested service area shall promptly notify the requesting service area of the level of response, if any, the requested service area will provide. Service areas that cannot meet a request should document in writing why the request could not be met.
  
3. Emergencies - Information Provided. Upon dispatch by the requested service area, the requesting service area shall at a minimum:
  - a. give concise directions as to the location of the emergency and/or to the location at which the requested service area's equipment/personnel will be staged;
  - b. describe the type of emergency, and provide a description of the planned utilization of the requested service area's resources; and
  - c. provide communications channels for command functions as well as any tactical channels.
  
4. Command Authority. Upon arrival of the requested service area's resources at the incident scene, staging area, or cover assignment location, all such personnel, equipment, and materials shall remain under the command of the requested service area's senior responding personnel. The requested service area's senior responding personnel shall report to and operate under the direction of the requesting (jurisdictional) service area's Incident Command ("IC"). In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Liability. Each service area shall bear its own costs for responding to requests for aid under this Agreement. Each responding service area shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene, and returning to the station of origin. In rendering emergency services, each service area will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.

6. Mutual Aid Withdrawal or Assignment Turn Down - Circumstances.

a. After arrival at the incident, staging area, or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested service area, such withdrawal may be initiated at the sole discretion of the requested service area's senior personnel at the scene.

b. Turn down of an assignment may be made at the scene of an incident, at the sole discretion of the requested service area's senior personnel, if she/he determines that the requested service area's personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested service area's personnel do not have the training or resources to accomplish the requested assignment.

c. In either case, the requested service area's senior personnel shall coordinate the withdrawal or assignment turn down with the requesting service area's IC in such a manner as to best mitigate the consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either service area.

7. Withdrawal from Agreement. This Agreement shall continue until either service area gives thirty (30) days notice of its withdrawal, in writing, to the other service area.

8. Training. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each service area.

9. Annual Operating Plan. Annual operating plans shall be cooperatively developed by the service areas and become part of this Agreement upon execution by the service area Chiefs and Borough Mayor. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as Exhibit A.

ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA

By: \_\_\_\_\_

Its: President, APFEMSA Board

Dated: \_\_\_\_\_

Approved by Resolution No. \_\_\_\_\_

KACHEMAK EMERGENCY SERVICE AREA

By: \_\_\_\_\_

Its: President, KESA Board

Dated: \_\_\_\_\_

Approved by Resolution No. \_\_\_\_\_

KENAI PENINSULA BOROUGH

By: \_\_\_\_\_

Its: Mayor

Dated: \_\_\_\_\_

Approved by  
KPB Resolution No. \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM and  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
Assistant Borough Attorney