

MUTUAL AID AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ 2012, by and between the CITY OF HOMER ("City"), and the KENAI PENINSULA BOROUGH ("Borough") on behalf of the ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA ("Service Area").

WHEREAS, the City is a first class city and operates the Homer Volunteer Fire Department ("Department"), which provides fire and emergency medical services in the City; and

WHEREAS, the Service Area is a service area of the Kenai Peninsula Borough, adjacent to the City, and was formed to provide fire and emergency medical services within its boundaries; and

WHEREAS, although the mission of each of the Department and the Service Area includes acquiring and developing the human and material resources that are sufficient to provide emergency response services that are required within the area that it serves, situations may arise where it is in the public interest for either the Department or the Service Area to assist the other in responding to a fire, medical, or other emergency; and

WHEREAS, AS 29.35.010(13) authorizes the City and the Borough, on behalf of its service areas, to enter into an agreement, including an agreement for cooperative or joint administration of any function or power, with another municipality and

WHEREAS, the purpose of this Agreement is to establish procedures and standards for each of the Department and the Service Area to assist the other in responding to an emergency.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows.

Section 1. Definitions. In addition to the terms defined in the recitals above, the following terms shall have the following meanings when used in this Agreement:

"Agency" shall mean either the Department or the Service Area.

"Aid" shall mean the provision of personnel, equipment or other resources by one Agency to the other, to assist the latter in responding to an emergency.

"Requested Agency" shall mean, with respect to any request for Aid, the Agency to which the request is directed.

"Requesting Agency" shall mean, with respect to any request for Aid, the Agency that makes the request.

Section 2. Aid Requests. Either Agency may request Aid from the other in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. A request for Aid may include Aid to directly respond to an incident, a cover assignment, or other form of assistance as required. An Agency will provide Aid only upon receiving such a request from the other Agency.

Section 3. Response to Aid Request. The senior officer on duty at the Requested Agency shall determine whether to respond in whole or in part, or not to respond, to a request for Aid based on a determination of what level of response can be provided without unreasonably limiting the Requested Agency's ability to provide required services within its own jurisdiction. The senior officer on duty at the Requested Department shall notify the Requesting Agency promptly of the level of response, if any, that the Requested Agency will provide.

Section 4. Information from Requesting Agency. At the time Aid is dispatched by the Requested Agency, the Requesting Agency shall provide, at a minimum, the following information:

- a. Clear and concise directions to the location to which the Aid should be directed, whether the site of the emergency or a site where the Requested Agency's resources will be staged;
- b. A description of the type of emergency, and the planned use of the Requested Agency's resources; and
- c. The communication channels that will be used for command and for any tactical functions.

Section 5. Command Authority. Upon the arrival of the Requested Agency's resources at the location to which they have been dispatched, all such resources shall remain under the command of the Requested Agency's senior responding officer. The Requested Agency may require that a unified command structure as defined under NIMS be implemented.

Section 6. Use of Equipment. If the Requested Agency provides equipment without personnel to operate the equipment, the Requesting Agency shall be responsible for assigning appropriately trained and qualified personnel to operate the equipment. Equipment provided shall be promptly returned to the Requested Agency in substantially the same condition as it was provided. Notwithstanding Section 7 of this Agreement below, it shall be the Requesting Agency's responsibility to repair or replace any damaged equipment.

Section 7. Responsibility of Each Agency. As between the Agencies, and subject to (b) of this section, each Agency shall bear all costs of its provision of Aid, and be responsible for all claims and liability that arise from its response, and shall hold the other Agency harmless from all such costs, claims and liabilities. Nothing in this section creates rights in any third party, or waives any immunity from third party claims that is available to either Agency, including without limitation any immunity available under AS 09.65.070.

Section 8. Withdrawing or Declining Aid. After the Requested Agency's resources arrive at the location to which they have been dispatched:

a. The Requested Agency's senior responding officer retains full discretion to withdraw all or part of those resources as required to meet an emergency within the Requested Agency's own service area;

b. The Requested Agency's senior responding officer retains full discretion to decline an assignment, upon determining that the assignment would expose the Requested Agency's resources to unnecessary or unreasonable danger, or if the Requested Agency's personnel do not have the training or other resources required for the assignment; and

c. The Requested Agency's senior responding officer shall coordinate any withdrawal or declining of an assignment with the Requesting Agency's Incident Command, to mitigate the consequences of the withdrawal or declining of the assignment and to avoid endangering personnel or other resources of either Agency.

Section 9. Duration of Agreement. Either Agency may terminate this Agreement upon 30 days' written notice to the other. This Agreement shall remain in effect until so terminated.

Section 10. Joint Training. In addition to any other training that is required for either Agency, the Agencies shall carry out joint training exercises at least annually.

Section 11. Relationship of Parties. Each Agency and any agents and employees of that Agency act as independent contractors of the other Agency under this Agreement, and are not officers, employees, agents, partners or joint venturers of the other Agency in the performance of this Agreement.

Section 12. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Section 13. Parties Interested Herein. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than the City and the Borough any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of the City and the Borough.

Section 14. Communications. Representatives of the Requested Agency, after notifying their dispatch center that they are in route, will switch to the Requesting Agency's command channel, and advise they are in route. In all cases the incoming party will communicate with Incident Command (IC) unless advised otherwise by IC. Clear text will be used for all radio communications.

Section 15. Incident Reporting. Each agency shall be responsible for documenting the incident to satisfy their respective agency needs.

Section 16. Annual Operations Plan. Annual operations plans shall be cooperatively developed and become part of this Agreement upon agreement of the service areas and execution by the HVFD and APFEMSA Chiefs, and the City Manager of Homer, and the Kenai Peninsula Borough Mayor. The FY 2012 Annual Operations Plan is attached hereto and incorporated herein, by reference, as Exhibit A. The Annual Operations Plan shall continue in full force and effect, unless a new operational plan is presented and approved by both parties, at which time the new operational plan will supersede all previous operational plans.

Section 17. Entire Agreement, Amendment. This Agreement represents the entire and integrated agreement between the City and the Borough concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Borough.

IN WITNESS WHEREOF, the City and the Borough have caused this Agreement to be executed as of the date first set forth above.

CITY OF HOMER

KENAI PENINSULA BOROUGH.

Walt Wrede, City Manager

Mike Navarre, Mayor

**Exhibit A to Mutual Aid Agreement
2012 OPERATIONS PLAN**

City of Homer Fire Department/Anchor Point Fire and Emergency Medical Service Area

This Operational Plan between the City of Homer on behalf of the Homer Volunteer Fire Department and the Kenai Peninsula Borough on behalf of the Anchor Point Fire and Emergency Medical Service Area is for the exchange of emergency services equipment and personnel.

The purpose of this operational plan is to outline the procedures for carrying out a mutual aid response between the City of Homer Volunteer Fire Department (HVFD) and Anchor Point Fire and Emergency Medical Service Area (APFEMSA). This plan is a guide for day-to-day operations. This Operational Plan may be revised, amended, or altered annually by mutual consent of the authorized representatives of the City of Homer and the Kenai Peninsula Borough for the purpose of carrying out the original intent of the Mutual Aid Agreement.

I. AMOUNT AND TYPE OF ASSISTANCE

For fire responses, HVFD will provide a tanker/engine company with a crew of two for response to the incident scene if requested by the OIC. The APFEMSA Company Officer will have the option to direct the responders to any other location as needed within the Anchor Point Fire and Emergency Medical Service Area.

A HVFD Medic unit may be requested within the entire Anchor Point Fire and Emergency Medical Service Area jurisdiction. The response will be an Advanced Life Support ("ALS") unit with a minimum of two personnel. Upon dispatch, the HVFD OIC may alter the manning of the unit to best suit the call.

For fire responses, APFEMSA will provide an engine company with a minimum crew of two on a mutual aid request to the incident scene. HVFD Shift Officer will have the option to direct the responder to any other location as needed within the City of Homer.

Emergency medical responses to Homer will be with an Advanced Life Support ("ALS") unit staffed with a minimum of two personnel. They will respond as requested by the HVFD Shift Officer. The APFEMSA OIC may alter the manning of the unit to best suit the call.

Increased response needs will be addressed by the Chiefs upon need notification. Available recourses will be provided to the requesting Department after local jurisdiction requirements are met and maintained to the extent available.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Fire Chief's Operation/Training Officers in each department. Class instruction should be available upon request by each department.

III. COMMUNICATIONS

RADIO -- The responding agency, after notifying their dispatch center they are en route, will switch to the requesting agency's dispatch channel, and advise they are en route. In all cases, the incoming party will communicate with Command unless advised otherwise. Radio traffic will be kept to a minimum. Clear text will be used at all times.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department's policy and procedures.

V. REVISIONS

Operational Plans shall be cooperatively developed, reviewed annually, and become part of the Mutual Aid Agreement upon consent of the agencies and execution by the City Manager and Borough Mayor.

APPROVED:

ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA

By: _____
Its: Chief
Date: _____

HOMER VOLUNTEER FIRE DEPT.

By: _____
Its: Chief
Date: _____

KENAI PENINSULA BOROUGH

By: _____
Its: Mayor
Date: _____

CITY OF HOMER

By: _____
Its: City Manager
Date: _____

APPROVED AS TO FORM

By: _____
Its: Borough Attorney
Date: _____

APPROVED AS TO FORM

By: _____
Its: City Attorney
Date: _____

ATTEST:

Johni Blankenship, Borough Clerk