

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (APFEMSA) and NINILCHIK EMERGENCY SERVICES for the provision of fire and emergency services as follows:

1. Mutual Aid Requests. Aid may be requested by either department 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 department 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 department's ability to meet its responsibility within its own jurisdictional area. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide. Departments 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 department, the requesting department shall at a minimum:
 - a. give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;
 - b. describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and
 - c. provide communications channels for command functions as well as any tactical channels.
4. Command Authority. Upon arrival of the requested department'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 department's senior responding personnel. The requested department's senior responding personnel shall report to and operate under the direction of the requesting (jurisdictional) department'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 department shall bear its own costs for responding to requests for aid under this Agreement. Each responding department 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 department 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 department, such withdrawal may be initiated at the sole discretion of the requested department'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 department's senior personnel, if she/he determines that the requested department's personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested department's personnel do not have the training or resources to accomplish the requested assignment.

c. In either case, the requested department's senior personnel shall coordinate the withdrawal or assignment turn down with the requesting department'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 department.

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

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

9. Annual Operating Plan. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Department 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. _____

NINILCHIK EMERGENCY SERVICES

By: _____
Its: President, Steve Vanek
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

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

Anchor Point Fire and Emergency Medical Service Area/ Ninilchik Emergency Services

This Agreement between Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) and Ninilchik Emergency Services is for the exchange of emergency services, equipment, facilities and personnel pursuant to the Mutual Aid Agreement between these services areas dated _____.

The purpose of this Operations Plan is to outline the day-to-day procedures for carrying out a mutual aid response between the above departments.

I. AMOUNT AND TYPE OF ASSISTANCE

Each department may provide equipment, apparatus and personnel as necessary and available to respond. The responding department must retain sufficient equipment, apparatus and personnel to ensure a reasonable level of fire and emergency response within its own jurisdictional boundaries.

II. AREA COVERED

- a. The jurisdictional boundaries of APFEMSA are as described in KPB16.60.010.
- b. The jurisdictional boundaries of Ninilchik Emergency Services are within the boundaries of the village of Ninilchik from mile marker 119 to mile marker 144 of the Sterling Highway.
- c. The departments shall exchange map books of their jurisdictional areas, and/or other maps as available.

III. TRAINING

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department, with a higher frequency of joint training sessions recommended.

IV. COMMUNICATIONS

RADIO – Representatives of the responding departments, after notifying their dispatch center they are en route, will switch to the requesting department’s command channel, and advise they are en route. In all cases the incoming party will communicate with Incident Command (IC) unless advised otherwise by IC. Radio traffic will be kept to a minimum. Clear text will be used.

V. INCIDENT COMMAND

Each department shall use the Incident Command System, ICS, within the National Incident Management System, NIMS.

VI. INCIDENT REPORTING

Each department shall be responsible for documenting the incident to satisfy their respective department's needs, state and national requirements.

VII. REVISIONS

Annual Operational Plans shall be cooperatively developed and become part of the Mutual Aid Agreement upon execution by the Kenai Peninsula Borough Mayor.

AGREED:

ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA.

By: _____
Its: Chief
Date: _____

AGREED:

NINILCHIK EMERGENCY SERVICES

By: _____
Its: Chief
Date: _____

APPROVED:
KENAI PENINSULA BOROUGH

By: _____
Its: Mayor
Date: _____

APPROVED AS TO FORM and
LEGAL SUFFICIENCY:

Assistant Borough Attorney

Approved by
KPB Resolution No. 2012-012

ATTEST:

Johni Blankenship
Borough Clerk