

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between BEAR CREEK FIRE SERVICE AREA (BCFSA) and LOWELL POINT VOLUNTEER FIRE DEPARTMENT (LPVFD) for the provision of fire 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. 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.

BEAR CREEK FIRE SERVICE AREA

By: _____
Its: President, BCFSA Board
Dated: _____
Approved by Motion _____

LOWELL POINT VOLUNTEER FIRE
DEPARTMENT

By: _____
Its: Chief, Karl Van Buskirk
Dated: _____

KENAI PENINSULA BOROUGH

By: _____
Its: Mayor, Mike Navarre
Dated: _____

Approved by
KPB Resolution No. _____

ATTEST:

Borough Clerk

APPROVED AS TO FORM and
LEGAL SUFFICIENCY

Assistant Borough Attorney