

Introduced by:	Mayor
Date:	09/04/12
Action:	Adopted
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-073**

**A RESOLUTION APPROVING A MUTUAL AID AGREEMENT AND THE INITIAL  
OPERATIONS PLAN BETWEEN THE BEAR CREEK FIRE SERVICE AREA  
("BCFSA") AND LOWELL POINT VOLUNTEER FIRE DEPARTMENT ("LPVFD")**

**WHEREAS,** mutual aid agreements and their operational plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and

**WHEREAS,** mutual aid agreements and operational plans are common in the fire and emergency medical service professions; and

**WHEREAS,** Alaska Statute 18.70.150 provides that: "A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it;" and

**WHEREAS,** all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

**WHEREAS,** in recent years the operational plans have been considered as matters within the expertise of the agencies providing the mutual aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

**WHEREAS,** at its meeting of August 14, 2012, the BCFSA board considered this agreement and recommended approval; and

**WHEREAS,** at its meeting of August 21, 2012, the LPVFD board approved entering this mutual aid agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The attached mutual aid agreement between BCFSA and LPVFD is hereby approved. The Mayor is authorized to execute the mutual aid agreement.

**SECTION 2.** The initial operations plan accompanying this resolution is hereby approved and the Chief of BCFSA is hereby authorized to approve amendments to the operational plan with the Mayor's approval without further review by the Assembly so long as any such amendments do not conflict with the mutual aid agreement.

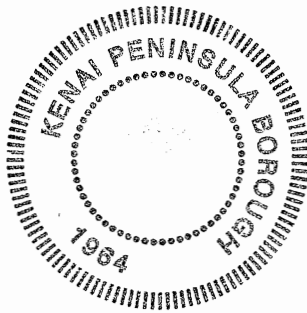
**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF SEPTEMBER, 2012.**

  
\_\_\_\_\_  
Gary Knopp, Assembly President

ATTEST:

  
\_\_\_\_\_  
Johni Blankenship, MMC, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Smalley, Smith, Tauriainen, Knopp

No: None

Absent: Pierce

## 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:

APPROVED AS TO FORM and  
LEGAL SUFFICIENCY

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

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

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

**Bear Creek Fire Service Area/ Lowell Point Volunteer Fire Department**

This Agreement between Bear Creek Fire Service Area (“BCFSA”) and Lowell Point Volunteer Fire Department (“LTVFD”) is for the exchange of fire fighting 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 response within its own jurisdictional boundaries.

**II. AREA COVERED**

- a. The jurisdictional boundaries of BCFSA are as described in KPB 16.28.010.
- b. The jurisdictional boundaries of LPVFD are within the boundaries of the community of Lowell Point, Alaska.
- 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:

BEAR CREEK FIRE SERVICE AREA

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

APPROVED:  
KENAI PENINSULA BOROUGH

By: \_\_\_\_\_  
Its: Mayor  
Date: \_\_\_\_\_

Approved by  
KPB Resolution No. 2012-\_\_\_\_

ATTEST:

\_\_\_\_\_  
Johani Blankenship  
Borough Clerk

AGREED:

LOWELL POINT VOLUNTEER  
FIRE DEPARTMENT

By: \_\_\_\_\_  
Its: Chief  
Date: \_\_\_\_\_

APPROVED AS TO FORM and  
LEGAL SUFFICIENCY:

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