

AGREEMENT FOR EXCHANGE OF AUTOMATIC AID

This agreement, hereinafter referred to as the Automatic Aid Agreement, dated for reference purposes on this ___ day of _____, 2016, is made by and between Bear Creek Fire Service Area (BCFSA) and City of Seward Fire Department (SFD).

1. Response to Automatic Aid Requests.

- a. Both parties to this agreement provide fire protection services within their jurisdictions.
- b. In return for the services to be provided by BCFSA, SFD agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and SFD.
- c. In return for the services to be provided by SFD, BCFSA agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and SFD.

2. Emergencies – Information Provided.

Upon receipt of an alarm through a 9-1-1 Call Center within the automatic aid response area of either agency, BCFSA or SFD will automatically dispatch its nearest available and appropriate designated fire response to that alarm. The automatic aid response areas are determined by the Fire Chiefs of BCFSA and SFD and set forth in the Annual Operational Plan.

3. Jurisdiction.

"Jurisdiction" is defined to be that political and geographical boundary designating the respective agencies that are party to this agreement.

4. Authority to Establish the Automatic Aid Agreement.

- a. Alaska State Statutes, AS 18.70.150 states that "[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program ..."
- b. Automatic Aid is automatic mutual aid.

5. Command Authority.

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the officer in charge of the jurisdictional department.

6. Withdrawal of Resources or Assignment Turndown.

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the annual operational plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the officer in charge of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the officer in charge of the aiding department if they determine that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the officer in charge shall coordinate the withdrawal with the jurisdictional department's officer in charge in a manner that avoids endangering personnel of either department.
- d. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.
- e. In the event a jurisdictional department ever fails to respond to an alarm within its jurisdiction to which an aiding department has responded, at the sole discretion of the aiding department, this agreement may be terminated by the aiding department immediately, or within a reasonable time thereafter.
- f. It is further agreed that that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

7. Responsibility for Costs & Liability.

- a. Each party desires to provide to the other a reasonable, professional and reciprocal exchange of fire response services on a day to day basis at no additional cost.
- b. Each party shall bear its own costs for responding to an automatic aid request.
- c. Each responding agency shall be responsible for its own liabilities incurred traveling to the scene, at the scene and returning to the station of origin.
- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

8. Annual Operating Plan.

- a. It is in the best interests of the citizens of BCFSA and SFD to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas, methods of dispatching, communications, training programs and procedures, methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of BCFSA and SFD.

- b. Such details shall be recorded in an Operational Plan by Fire Chiefs of BCFSA and SFD.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto.

9. Mutual Aid Agreement Not Affected.

It is mutually understood that this agreement will in no way affect or have any bearing on existing area mutual aid agreements.

APPROVED:

BEAR CREEK FIRE SERVICE AREA

SEWARD FIRE DEPARTMENT

By: _____
Connie Bacon, Chief

By: _____
Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD

APPROVED as to form and legal Sufficiency

By: _____
Jim Hunt, City Manager

By: _____
Seward City Attorney

Date: _____

Date: _____

KENAI PENINSULA BOROUGH

APPROVED as to form and legal Sufficiency

By: _____
Mike Navarre, Mayor

By: _____
Amy Fenske
Assistant Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____

Borough Clerk

Date: _____