

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID
BETWEEN
THE CITY OF KENAI, KENAI FIRE DEPARTMENT
AND
THE KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICE AREA
AND NIKISKI FIRE SERVICE AREA**

April 2026

A. Parties and Agencies.

The Parties to this Agreement for Exchange of Automatic Aid (Agreement) are the City of Kenai (Kenai) and the Kenai Peninsula Borough (KPB).

The Agencies covered by this Agreement are Kenai's Fire Department (KFD), KPB's Central Emergency Service Area (CES), and KPB's Nikiski Fire Service Area (Nikiski Fire). Each Agency provides fire and emergency medical services within their respective jurisdictions.

B. Purpose.

The purpose of this Agreement is to allow the Agencies to work cooperatively to allow for more efficient and wider coverage within their jurisdictions in order to provide greater life and safety coverage through efficient and timely reciprocal fire services response.

C. Operational Plan

The Operational Plan details the procedures for automatic aid responses rendered pursuant to this Agreement, including the personnel, equipment, and response areas for the exchange of automatic aid. The Operational Plan has been developed and signed by the Fire Chiefs of KFD, Nikiski Fire, and CES, and is attached as Attachment A and incorporated by reference into this Agreement.

The Operational Plan may be amended in writing as necessary and at the discretion of the Fire Chiefs of KFD, Nikiski Fire, and CES, and any such amendments will be automatically incorporated into this Agreement upon execution by all three Fire Chiefs.

D. Term of Agreement and Termination

1. This Agreement is retroactively effective to December 31, 2025, and will continue until December 31, 2030. This Agreement may be renewed in writing by both Parties for two (2) additional five (five) year terms. This Agreement cannot extend beyond fifteen (15) years.
2. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement will terminate.

E. Modification

This Agreement may only be amended, modified, or changed by a writing executed by authorized representatives of the Parties.

F. Responsibility for Costs.

1. Each Party will provide to the other a reasonable, professional, and reciprocal exchange of fire response services on a day-to-day basis at no additional cost.
2. Each Party will bear its own costs for responding to an automatic aid request.

G. Liability

1. Neither Party or its personnel will be liable for failure to respond to an automatic aid request.
2. Each Party will be responsible for its own liabilities incurred by its Agencies traveling to the scene, at the scene, and returning to its station of origin.
3. In rendering emergency services under an automatic aid request, each Party will be responsible for its Agencies' acts and any liability incurred by such acts.
4. For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.
5. All damages or repairs to any equipment or apparatus will be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, will be distributed to the Party providing aid in proportion to the level of actual involvement while providing automatic aid.
6. Nothing contained in this Agreement may be construed to be a waiver of either Party's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

H. Release of Claims

Except as provided in Section G(5) above, and to the extent allowed by law, both Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by either Party during the provision of service pursuant to this Agreement.

I. Injuries to Personnel

Any damage or other compensation which is required to be paid to either Party's employee or volunteer by reason of an injury occurring while the employee's or volunteer's services are being utilized pursuant to this Agreement will be the sole liability and responsibility of the Party regularly employing that person.

J. Miscellaneous

1. **No benefit to third parties.** This Agreement may not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action hereunder for any cause whatsoever.
2. **Conflict with laws.** Nothing in this Agreement is intended to conflict with Federal, State or local laws or regulations. If there are conflicts, this Agreement will be amended at the first opportunity to bring it into conformance with applicable laws or regulations.

3. **Survival.** If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.
4. **Governing law and jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflict of law principles. Any lawsuits filed in connection with this Agreement must be filed and prosecuted in the Third Judicial District, State of Alaska, at Kenai, Alaska.
5. **Entire agreement.** This Agreement and exhibit(s) constitute the entire agreement of the Parties and supersedes all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.
6. **Counterparts.** This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and if so, each of which will be considered an original, all of which together will constitute one and the same instrument.

APPROVED:

CITY OF KENAI
Kenai Fire Department

KENAI PENINSULA BOROUGH
Central Emergency Service Area
Nikiski Fire Service Area

 Terry Eubank, City Manager
 Date: _____

 Peter A. Micciche, Borough Mayor
 Date: _____

 Jay Teague, Kenai Fire Chief
 Date: _____

 Roy Browning, CES Fire Chief
 Date: _____

 John Harris, Nikiski Fire Chief
 Date: _____

ATTEST:

ATTEST:

 Shellie Saner, Kenai City Clerk

 Michele Turner, CMC, Borough Clerk

Approved as to form and legal sufficiency

Approved as to form and legal sufficiency

 Scott Bloom, Attorney for City of Kenai

 A. Walker Steinhage, Deputy Borough Attorney