

AGREEMENT FOR MUTUAL AID EMERGENCY ASSISTANCE

Between the

Kenai Peninsula Borough

and the

Municipality of Anchorage

1. **Purpose:** This Agreement for Mutual Aid Emergency Assistance (“Agreement”) establishes the policies and procedures whereby participants hereto provide Mutual Aid Emergency Assistance to each other during times of declared Emergency. Services shall be mutually provided and the extent of services shall be governed by the capability of any participant to provide requested services. The participants to this Agreement are the Kenai Peninsula Borough (KPB) and the Municipality of Anchorage (MOA).

Authority: This intergovernmental agreement for providing Mutual Aid Emergency Assistance services between the KPB and the MOA is authorized pursuant to the Alaska Constitution, Art.10, §13; AS 29.35.010(13); AS 18.70.150; and AS 26.23.060.

2. **Definitions:**
 - a. “Emergency” includes, but is not limited to, a human-caused or natural event or circumstances within the boundaries of either the KPB or MOA, causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism, sabotage or other disaster; this event being or likely to be beyond the capacity of either affected municipality, in terms of personnel, equipment, and facilities, thereby requiring Emergency Assistance.
 - b. “Emergency Assistance” means employees, equipment, services, materials, or supplies offered during an Emergency by either party to this agreement and accepted or requested by the other party to assist in maintaining or restoring normal government services when such service has been disrupted by an Emergency and Emergency Assistance from one party to this Agreement is necessary or advisable, as determined by the requesting party.

3. **Insurance:** The KPB and the MOA agree to maintain general liability and auto liability limits, including self-insured retention of up to \$3,000,000.00 no less than:
- a. \$2,000,000.00 Bodily Injury
 - b. \$2,000,000.00 Personal Injury
 - c. \$2,000,000.00 Property Damage
 - d. \$2,000,000.00 General Aggregate

The KPB and the MOA agree to maintain worker's compensation insurance, which shall be statutory as required by the State of Alaska. Employers' liability shall maintain limits no less than:

- a. Bodily injury by accident \$1,000,000.00 Each Accident
- b. Bodily injury by disease \$1,000,000.00 Each Accident
- c. Bodily injury by disease \$1,000,000.00 Policy Limit

The general liability, auto liability, and workers' compensation policies of each entity shall be endorsed with a waiver of subrogation.

4. **Jurisdiction; Choice of Law and Severability:** Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

If any section or clause of this agreement is held invalid by a court of law of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect and the parties agree to meet and re-negotiate that section that was determined invalid within thirty days.

5. **General:** The KPB mayor or mayor's designee is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested. The KPB mayor or mayor's designee will also be responsible for scheduling and conducting an annual meeting to be attended by representatives of each participating agency. This does not prevent a special meeting to be held when requested by a participating agency.
- a. The Agreement shall only be amended, modified or changed by a writing executed by authorized representatives of the parties.
 - b. For the purpose of any amendment, modification, or changes to the terms and conditions of this Agreement, the only authorized representatives of the parties are:
 - i. Kenai Peninsula Borough, Borough Mayor
 - ii. Municipality of Anchorage, Municipal Manager

- c. Any attempt to amend, modify or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

6. **Terms of Agreement:**

- a. It is agreed that the parties will assist each other as outlined in Section 7 Responsibilities.
- b. It is further specifically agreed and understood by and among the parties hereto that this Agreement does not and shall not create any contractual obligations between and among the parties.
- c. No additional manpower and resources shall be required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the mutual aid participant responding to the incident.
- d. In the event of mobilization, support under the terms of the Agreement may be provided on the basis of availability at the sole discretion of the Mutual Aid provider and will continue as long as the provider is able to provide assistance.

7. **Responsibilities:**

- a. The protection area of this Agreement shall include all lands, public and private, situated within the boundaries of the MOA and the KPB, outside the cities.
- b. In recognition of the urgent necessity for immediate and swift response in the event of an Emergency occurring within the area subject to this Agreement, and in order to protect human life and to assure minimum damage to and destruction of property, the parties agree to render Emergency Assistance to each other within operational capability using resources available at the time, when assistance is requested.
- c. Wildland/Brush fires within the KPB or MOA are subject to the current Cooperative Agreement with the State of Alaska, Division of Forestry as outlined in the current Annual Operating Plan.
- d. The Anchorage Fire Chief, Manager, OEM Director, Mayor or Mayor's Designee, or the KPB Mayor or Mayor's designee may request assistance from any or all participants to this Agreement. The request shall be made in writing or by orally communicating a request for mutual aid followed as soon as possible by a written confirmation of the request.
- e. The request of mutual aid shall describe the type of emergency, the location of the emergency, the resources and personnel requested, and a brief description of how the requesting municipality plans to utilize the respond municipality's resources.
- f. The responding organization is committed to sending, without delay, such public safety, public works, public health, transportation, and other personnel, equipment, and, resources as requested by the municipality confronting an Emergency. This obligation to provide assistance shall be subject to the right of any municipality sending resources to withhold any and all resources, at its sole discretion, to the

extent necessary to provide reasonable protection for the safety and protection of its citizens.

- g.** The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:
- i.** The responding department shall report to the Incident Commander (IC) and shall be subject to the direction of the IC or Officer in Charge (OIC).
 - ii.** In the event of a major incident such as a conflagration or Type I or II wildland fire in the MOA that may impact the KPB or vice versa, a unified command may be established between the IC or OIC of the MOA and the KPB.
 - iii.** Mutual Aid resources shall be released as soon as their services are no longer required. Resources may have to be released from the incident scene, if an emergency occurs within the participant's primary response area.
 - iv.** The aid provided must be an authorized power of the municipality providing the aid.
 - v.** Unless specifically provided otherwise by mutual agreement of the participants, the requesting municipality shall have the responsibility of providing food and housing for the personnel of the responding municipality from the time the responding personnel enter the requesting municipality's jurisdiction until the time that the responding personnel depart the requesting municipality's jurisdiction.
 - vi.** Whenever the officials, employees, and volunteers of the responding municipality are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and, subject to the appropriation of available funds, shall be paid by the requesting municipality the compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
 - vii.** The responding municipality shall prepare an invoice billing for apparatus, personnel time, and other allowable expenses within thirty (30) days of when the Mayor of the requesting municipality officially declares that the state of emergency has ended.
- h.** In addition to the above specified general procedures, the municipalities agree that a Standard Operating Procedure (SOP) or Standard Operating Guideline (SOG), the purpose of which is to outline specific procedures for carrying out a mutual aid response, will be cooperatively developed and become part of this Agreement as Exhibit A upon agreement of the municipalities and execution by the MOA and KPB. The SOP shall establish general reimbursement policies for personnel, resources, and equipment.
- i.** During the period of assistance, the responding municipality shall continue to pay its employees according to its then prevailing ordinance, rules, regulations, and

practices. The responding agency may then request reimbursement from the requesting agency.

8. **Waiver, Non-Waiver:**

- a. Each party waives all claims, to the extent such waiver is allowed by state law and public policy, against the other Mutual Aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.
- b. The failure of the KPB or MOA at any time to enforce a provision of this Agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the KPB or MOA to thereafter enforce each and every protection thereof.

9. **Nondiscrimination:** In performing its duties under this Agreement, neither party may discriminate against any person on the basis of race, creed, religion, color, national origin, age, sex, marital status or change in marital status, disability or perceived disability, pregnancy or status as a Veteran or Veteran of the Vietnam War era, nor any other basis provided for in a participant's local law as that law may apply to the participant

10. **Review, Negotiation or Amendment, Modification:**

- a. This Agreement shall be reviewed annually by the providers each February, and shall be considered for renewal every five (5) years.
- b. The KPB and MOA, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this Agreement. Request to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Written request shall be submitted to the KPB Mayor or Mayor's designee, MOA Municipal Manager or the MOA Fire Chief.

11. **Integration:**

- a. This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either oral or in writing between the parties. In the event of a conflict in the terms and conditions, the following documents are incorporated by reference into this Agreement as being fully set forth herein.
 - i. KPB and DOF Annual Cooperator Agreement
 - ii. MOA and DOF Annual Cooperator Agreement
 - iii. MOA/KPB Joint SOP/G

12. **Termination:** This Agreement may be terminated at any time upon the mutual consent of the parties.
13. **Termination for Convenience:** The KPB or MOA may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days' notice of such termination. In such event, all equipment, vehicles, apparatus, supplies, reports, or other materials shall be returned to their respective owners.
14. **Interpretation and Enforcement:** The providers are executing this Agreement following negotiations between them. It shall be construed according to the fair intent of the language as a whole not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.
15. **Understanding:** The KPB and MOA acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and is executing this agreement of their own free will.
16. **Implementation Clause:** This Agreement is effective upon the approval by resolution by the KPB Assembly and the MOA Assembly.
17. **Counterpart:** This Agreement may be executed in counterpart, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Kenai Peninsula Borough

Charlie Pierce, Borough Mayor

Date

James Baisden, Chief of Emergency Services

Date

Municipality of Anchorage

William D. Falsey, Municipal Manager

Date

Jodie Hettrick, Fire Chief

Date