

Introduced by: Mayor  
Date: 09/01/20  
Action: Adopted  
Vote: 7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2020-059**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND  
OPERATIONAL PLAN BETWEEN BEAR CREEK FIRE SERVICE AREA AND THE  
LOWELL POINT VOLUNTEER FIRE DEPARTMENT FOR FIRE RESPONSE  
SERVICES**

**WHEREAS,** automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of fire response personnel and apparatus when required; and

**WHEREAS,** automatic aid agreements and operational plans are common in the fire and emergency 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,** this automatic aid agreement and operational plan between Bear Creek Fire Service Area (“BCFSA”) and Lowell Point Volunteer Fire Department (“LPVFD”) sets forth response areas and terms of automatic aid; 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,** for years, the operational plans have been considered as matters within the expertise of the agencies providing automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

**WHEREAS,** significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by the Insurance Services Office (ISO) when automatic aid agreements are in effect; and

**WHEREAS,** this automatic aid agreement is for the provision of fire response services; and

**WHEREAS,** at its meeting of August 11, 2020, the Bear Creek Fire Service Area recommended unanimous approval of this resolution;

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

**SECTION 1.** That an automatic aid agreement between BCFSA and LPVFD serves the best interests of BCFSA and is hereby approved. The mayor is authorized to execute an automatic aid agreement substantially in the form of the attached agreement.


**SECTION 2.** That the operational plan substantially in the form attached hereto is hereby approved and the BCFSA board and chief are 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 automatic aid agreement.

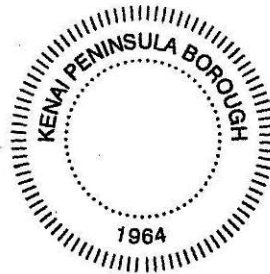
**SECTION 3.** That this resolution takes effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 1ST OF SEPTEMBER, 2020.**

ATTEST:

  
Johni Blankenship, MMC, Borough Clerk

  
Kelly Cooper, Assembly President



Yes: Bjorkman, Carpenter, Cox, Dunne, Johnson, Smalley, Cooper  
No: None  
Absent: Blakeley, Hibbert

## **AGREEMENT FOR EXCHANGE OF AUTOMATIC AID BETWEEN BEAR CREEK FIRE SERVICE AREA AND LOWELL POINT VOLUNTEER FIRE DEPARTMENT**

This Automatic Aid Agreement (the "Agreement"), is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Kenai Peninsula Borough, on behalf of the Bear Creek Fire Service Area ("BCFSA"), and the Lowell Point Volunteer Fire Department ("LPVFD") (which are sometimes referred to herein as the "Parties").

### **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, LPVFD agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and LPVFD.
- c. In return for the services to be provided by LPVFD, BCFSA agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and LPVFD.

### **2. Emergencies – Information Provided.**

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

### **3. Jurisdiction.**

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

### **4. 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 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.

### **5. 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 it is determined 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 the 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.

**6. 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.

**7. Annual Operating Plan.**

- a. It is in the best interests of the citizens of BCFSA and LPVFD 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 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 LPVFD.
- b. Such details shall be recorded in an Operational Plan by the Fire Chiefs of BCFSA and LPVFD.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto within thirty days of the approval of this Agreement. The failure to attach an Operation Plan to this Agreement shall render this Agreement automatically null and void.

**8. 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.

**9. Liability.**

- a. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

- b. 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.
- c. All damages or repairs to any equipment or apparatus shall 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, shall be distributed based on equipment and personnel involvement during the incident that led to the damage(s).
- d. Nothing contained in this Agreement shall 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.

#### **10. Release of Claims.**

To the extent allowed by law, each of the 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.

#### **11. Injuries to Personnel**

Any damage or other compensation which is required to be paid to any fire department employee or volunteer by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

#### **12. No Benefit to Third Parties**

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### **13. Term of Agreement**

- a. This Agreement shall commence upon the date of the Kenai Peninsula Borough mayor's signature and shall continue until December 31, 2025.
- b. 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 shall be terminated.

**14. Standby of Equipment**

Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

**BEAR CREEK FIRE SERVICE AREA**

**LOWELL POINT VOLUNTEER FIRE DEPARTMENT**

By: \_\_\_\_\_  
Richard Brackin, Acting Fire Chief  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karl Van Buskirk, Fire Chief  
Date: \_\_\_\_\_

**BEAR CREEK FIRE SERVICE AREA BOARD**

**COMMUNITY OF LOWELL POINT**

By: \_\_\_\_\_  
BCFSA Board President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lowell Point Community Council President  
Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

By: \_\_\_\_\_  
Charlie Pierce, Mayor  
Date: \_\_\_\_\_

APPROVED as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Patty Burley, Deputy Borough Attorney

**ATTEST**

\_\_\_\_\_  
Johni Blankenship, Borough Clerk  
Date: \_\_\_\_\_