

MUTUAL AID AGREEMENT

BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE KACHEMAK EMERGENCY SERVICE AREA

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and KACHEMAK EMERGENCY SERVICE AREA (KESA) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.

- a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either department for the purpose of assisting in fighting fires or responding to other emergency incidents.
- b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
- c. Requests for mutual aid shall include as much detail as circumstance and time allow.

2. Response to Mutual Aid Request.

- a. 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.
- b. 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.
- c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.

3. Emergencies - Information Provided.

- a. Upon dispatch, the requesting department shall, at a minimum:
 - i. 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;
 - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department's resources; and

- iii. Provide communications channels for command functions as well as any tactical channels.

4. Command Authority.

- a. Upon arrival of the requested department's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department's Incident Command ("IC").
- c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. 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 a mutual aid request.
- c. Each responding department 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 department will bear the responsibility for its own acts and any liability incurred by such acts.

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 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. The requested department's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting department's IC in a manner that

best mitigates 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.

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. 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".

**WESTERN EMERGENCY SERVICE
AREA (WESA)**

Jon Marsh, Fire Chief

Date: _____

**KACHEMAK EMERGENCY SERVICE
AREA (KESA)**

Bob Cicciarella, Fire Chief

Date: _____

**WESTERN EMERGENCY SERVICE
AREA BOARD**

Dawson Slaughter, Chair

Date: _____

**KACHEMAK EMERGENCY SERVICE
AREA BOARD**

Matthew Schneyer, Chair

Date: _____

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Date: _____

ATTEST:

**APPROVED as to form and legal
Sufficiency**

Johni Blankenship, Borough Clerk

Patty Burley, Deputy Borough Attorney