

**MUTUAL AID AGREEMENT  
BETWEEN  
MOOSE PASS VOLUNTEER FIRE COMPANY  
AND  
KPB BEAR CREEK FIRE SERVICE AREA**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of February, 2021, by and between MOOSE PASS VOLUNTEER FIRE COMPANY and the KENAI PENINSULA BOROUGH, a municipal corporation, on behalf of the BEAR CREEK FIRE SERVICE AREA for the provision of emergency services.

1. Each of the parties owns and maintains equipment for the suppression of fires and for the supplying of emergency medical services. Each of the parties also retains firefighting personnel who are trained to provide various levels of emergency medical services.
2. In the event of a fire, disaster, or other emergency, one department may need the assistance of the other department to provide supplemental fire suppression and/or emergency medical service equipment and personnel.
3. Each of the departments has the necessary equipment and personnel to enable it to provide such service to the other department in the event of such an emergency.
4. The geographical boundaries of each department are located in such a manner as to enable each department to render mutual aid to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. Mutual Aid Requests. Aid may be requested by either department in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed. Requests for aid shall include as much detail as circumstance and time allow.
2. Response to Mutual Aid Request. 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 responsibly within its own jurisdictional area. 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.

3. Emergencies – Information Provided. Upon dispatch by the requested department, the requesting department shall, at a minimum:
  - a. 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;
  - b. Describe the type of emergency, and provide a description of the planned utilization of the requested Department's resources; and
  - c. Provide communications channels for command functions as well as any tactical channels.
4. Command Authority. Upon arrival of the requested department's resources at the incident scene, staging area, or cover assignment location, all such personnel, equipment, and materials shall remain under the command of the requested department's senior responding personnel. The requested department's senior responding personnel shall report to and operate under the direction of the requesting (jurisdictional) department's Incident Command ("IC"). In no case shall any equipment be loaned for use to personnel who have not been trained in its use.
5. Responsibility for Costs and Liability.
  - a. Each department shall be responsible for its own liabilities incurred traveling to the scene, at the scene, and returning to the station of origin.
  - b. In rendering emergency services, each department will bear the responsibility for its own acts and any liability incurred by such acts.
  - c. Each department shall bear its own costs for responding to a mutual aid request.
6. Mutual Aid Withdrawal or Assignment Turn Down – Circumstances.
  - a. After arrival at an 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 department's 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. In either case, the requested department's senior personnel shall coordinate the withdrawal or assignment turn-down with the requested department's IC in such a manner as to best mitigate the consequences of a withdrawal or a turn down of assignment to avoid endangering personnel and property of either department.
7. Term of Agreement. This Agreement shall commence upon the date of the last signature and shall continue until December 31, 2025. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1<sup>st</sup> of each year. This Agreement may not extend beyond fifteen (15) years.
8. Termination of or Withdrawal from Agreement. Notwithstanding the above, either party may terminate or withdraw from this Agreement by giving no less than thirty (30) calendar days' written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.
9. Modification. This Agreement may only be amended, modified, or changed by a writing executed by authorized representatives of the parties.
10. Liability.
- a. There shall be no liability imposed on any department 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 department 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 department requesting aid, shall be distributed to the department providing aid in proportion to the level of actual involvement while providing automatic aid.
- d. Nothing contained in this Agreement shall be construed to be a waiver of either department's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.
11. Training. At a minimum, joint training exercises shall be carried out annually between the parties to this Agreement under the direction of the Chief or Training Officers in each department.
12. Annual Operating Plan.
- a. It is in the best interests of the citizens of both communities served by the departments to be provided the most expeditious and professional response available. The details as to amounts and type of assistance to be dispatched, response areas, methods of requesting aid, and the names or rank of persons authorized to receive to send or receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of both departments.
- b. Such details shall be recorded in an Operational Plan.
- c. The Operational Plan shall be approved and signed by both departments and the Borough Mayor, dated and attached hereto and shall be incorporated herein by reference as an Exhibit.
- d. The Fire Chief's shall strive to review and, if necessary, update and amend the Operational Plan annually.
- e. The failure to attach an Operational Plan to this Agreement shall not render this Agreement null and void.
13. Release of Claims. Except as provided in 10(C) above, and 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.
14. Injuries to Personnel. Any damage or other compensation which is required to be paid to any 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 Department regularly employing that person.

15. 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.
16. 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.
17. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

APPROVED:

**Bear Creek Fire Service Area**

**Moose Pass Volunteer Fire Company**

\_\_\_\_\_  
Richard Brackin, Fire Chief

\_\_\_\_\_  
Phillip Ingersoll, Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Kenai Peninsula Borough**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED as to Form and Legal  
Sufficiency:

\_\_\_\_\_  
Johni Blankenship, MMC  
Borough Clerk

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