

**MUTUAL AID AGREEMENT BETWEEN
BEAR CREEK FIRE SERVICE AREA
AND
CITY OF SEWARD FIRE DEPARTMENT**

This agreement is made and entered into this _____ day of _____, 2016, by and between the Bear Creek Fire Service Area (BCFSA) and the Seward Fire Department (SFD) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
 - a. Aid may be requested by either agency in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents.
 - b. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
 - c. Requests for 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 agency 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 agency's ability to meet its responsibility within its own jurisdictional area.
 - b. The senior officer at the requested agency shall promptly notify the requesting agency of the level of response, if any, the requested agency will provide.
 - c. An agency that cannot meet a request should document in writing why the request could not be met.
3. Emergencies - Information Provided.
 - a. Upon dispatch by the requested agency, the requesting agency shall at a minimum:
 - i. Give concise directions as to the location of the emergency and/or to the location at which the requested agency's equipment/personnel will be staged;
 - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested agency'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 agency'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 agency's senior responding personnel.
 - b. The requested agency's senior responding personnel shall report to and operate under the direction of the requesting jurisdictional agency'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 agency shall bear its own costs for responding to requests for aid under this Agreement.
 - b. Each responding agency shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene and returning to the station of origin.
 - c. In rendering emergency services, each agency will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts.
 - d. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.
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 agency, such withdrawal may be initiated at the sole discretion of the requested agency'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 agency'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 agency's personnel do not have the training or resources to accomplish the requested assignment.
 - c. The requested agency's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting agency'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 agency.
7. Withdrawal from Agreement.
 - a. This Agreement shall continue until either agency gives thirty (30) days' notice of its withdrawal, in writing, to the other agency.
8. Training.
 - a. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each agency.
9. Annual Operating Plan.
 - a. Annual operating plans shall be cooperatively developed by the agencies and become part of this Agreement upon execution by the Chiefs and Borough and City Mayors.

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".

APPROVED:

BEAR CREEK FIRE SERVICE AREA

SEWARD FIRE DEPARTMENT

By: _____
Connie Bacon, Chief

By: _____
Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD, ALASKA

By: _____
Jim Hunt, City Manager

Date: _____

KENAI PENINSULA BOROUGH

APPROVED AS TO FORM

By: _____
Mike Navarre, Mayor

By: _____
Amy Fenske
Assistant Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____
Borough Clerk

By: _____
City Clerk

Date: _____

Date: _____