

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID
BETWEEN
CITY OF KENAI, KENAI FIRE DEPARTMENT
KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICES,
AND NIKISKI FIRE SERVICE AREA**

A. Parties.

The parties to this Agreement for Automatic Aid are:

The City of Kenai, Kenai Fire Department (hereinafter “Kenai”)

The Kenai Peninsula Borough, Central Emergency Services (hereinafter “CES”)

The Kenai Peninsula Borough, Nikiski Fire Service Area (hereinafter “Nikiski”)

B. Purpose.

The agencies involved in this Agreement share the common goal of desiring to provide for the most efficient and timely emergency services possible. All of the agencies provide some form of fire protection and/or emergency medical services within their respective boundaries. To provide greater life and safety coverage, the agencies listed herein desire to work cooperatively to allow for more efficient and wider coverage within their service areas. To accomplish this, the agencies desire to provide the personnel and equipment necessary.

C. Cooperative Agreement.

The goal of this Agreement is to outline the procedures for carrying out an automatic aid response.

D. Responsibilities of the City of Kenai:

Kenai will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to an incident scene.

Kenai’s reciprocal response area for CES is defined as East & West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0, Kalifornsky Beach Road), and from Strawberry Road to Spruce & Frontier Drive and all roads connected thereto.

Kenai’s reciprocal response for Nikiski will be its full service area.

E. The Kenai Peninsula Borough, Central Emergency Services:

CES will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to Kenai. The response will be to the incident scene.

CES’s reciprocal response area for Kenai will be Districts 3 and 4 of Kenai’s service area.

CES has no reciprocal response area for Nikiski.

F. The Nikiski Fire Service Area:

Nikiski will provide a ladder/pumper and at least two (2) personnel on a first alarm fire response to Kenai. The response will be to the incident scene.

Nikiski's reciprocal response will be to Kenai's Districts 1 & 2 service areas.

Nikiski has no reciprocal response area for CES.

G. Call-Out Procedures

1. Upon report of a first alarm fire through a 9-1-1 call center within the automatic aid response area, Dispatch will request assistance from the appropriate reciprocating agency.
2. Upon request for assistance, the agency shall respond if they are available and capable of assisting to the incident as described.
3. Once committed to responding, the agency will send, without delay, the agreed upon resources.
4. The dispatch of equipment and personnel is subject to the following conditions:
 - i. The responding agency shall report to the Incident Commander (IC) and shall be subject to the direction of the IC or Officer in Charge (OIC).
 - ii. Automatic Aid resources will be released as soon as their services are no longer required. Resources may have to be released from an incident scene if an emergency occurs within their primary response area.
 - iii. The aid provided must be an authorized power of that agency.
 - iv. If the responding agency is directed to backfill/staff a station, the requesting agency will grant it access to the station for appropriate parking of apparatus.
 - v. Whenever the officials, employees, and volunteers from the responding agency are rendering aid, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
 - vi. During the period of assistance, the responding jurisdiction shall continue to pay its employees according to its prevailing ordinance, rules, regulations and practices.

H. Operating Plan

1. It is in the best interests of the citizens of Kenai, Nikiski, and CES 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 Kenai, Nikiski and CES.
2. Such details shall be recorded in an Operational Plan signed by the Fire Chiefs of Kenai, CES and Nikiski attached hereto as Exhibit A.

I. Training

At a minimum, the agencies shall endeavor to hold joint training exercises annually between the individual parties of this agreement under the direction of the Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department.

J. Term of Agreement

1. This Agreement shall commence upon the date of the last signature received from either the Kenai Peninsula Borough Mayor or the City of Kenai City Manager 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 1st of each year. This Agreement cannot extend beyond fifteen (15) years.
2. 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.

K. Modification

The Agreement may only be amended, modified or changed by a writing executed by authorized representatives of the parties.

L. Responsibility for Costs and Liability.

1. 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.
2. Each party shall bear its own costs for responding to an automatic aid request.
3. 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.
4. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

M. Liability

1. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident.
2. 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.
3. 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 to the Party providing aid in proportion to the level of actual involvement while providing automatic aid.
4. 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.

N. Release of Claims

Except as provided in Section M(3) 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.

O. 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.

P. 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.

Q. 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.

R. 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:

CITY OF KENAI
Kenai Fire Department

KENAI PENINSULA BOROUGH
Central Emergency Services
Nikiski Fire Service Area

Paul Ostrander, City Manager
Date: _____

Charlie Pierce, Mayor
Date: _____

Tony Prior, City of Kenai Fire Chief
Date: _____

Roy Browning, CES Fire Chief
Date: _____

Bryan Crisp, Nikiski Fire Chief
Date: _____

ATTEST:

ATTEST:

Jamie Heinz, City Clerk

Johni Blankenship, MMC, Borough Clerk

Approved as to form and legal sufficiency

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Scott Bloom, Attorney for City of Kenai

Patty Burley, Deputy Borough Attorney