

Introduced by: Mayor  
Date: Dec. 18, 1986  
Vote: Unanimous  
Action: Adopted

KENAI PENINSULA BOROUGH

RESOLUTION 86-165

APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF SEWARD AND BEAR CREEK FIRE SERVICE AREA.

WHEREAS, a mutual aid agreement has been negotiated between the City of Seward and the Bear Creek Fire Service Area, in order to provide more comprehensive fire protection and emergency services to protect persons within the service areas of the two agencies; and

WHEREAS, such mutual aid agreements are explicitly sanctioned by the Alaska Statutes; and

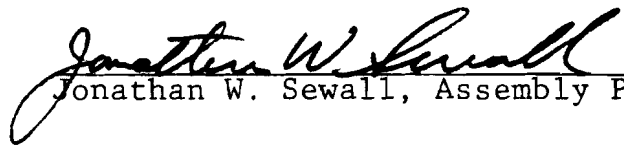
WHEREAS, the proposed mutual aid agreement attached to this resolution is virtually identical to an approved mutual aid agreement between the two agencies which recently expired;

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

Section 1. That the mutual aid agreement between the City of Seward and Bear Creek Fire Service Area, which agreement is attached to this resolution and incorporated herein by attachment, is adopted and the Mayor is authorized to execute and effectuate this agreement.

Section 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED THIS 18th DAY OF December, 1986, BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH.

  
Jonathan W. Sewall, Assembly President

ATTEST:

  
Borough Clerk

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF SEWARD and the BEAR CREEK FIRE SERVICE AREA, to provide for mutual fire protection and emergency services as follows:

1. That the senior firefighter on duty of the fire department of any of the participants in this Agreement may solicit the aid of any or all of the other members hereto in the form of personnel, equipment or materials in order to fight fire where it has spread and to render such other assistance as may be necessary in an emergency situation.

2. That upon solicitation by any other member fire department, the department solicited may respond with equipment, personnel or materials as may be necessary during the course of the emergency. Such a request for fire department equipment, material and personnel may be denied in part or in total if the senior firefighter on duty of the requested agency determines, in his or her absolute discretion, that it is in the best interests of the area normally served by the requested agency to deny such request.

3. That the requesting agency shall, upon its request, give concise directions as to the location of the emergency, the personnel, equipment and materials then needed,

and make full and complete disclosure as to the then-known circumstances and nature of the fire emergency. Should it be determined by the senior firefighter on duty of the requested agency that mutual aid for fire protection cannot be rendered, said firefighter should immediately notify the requesting agency that the request for aid cannot be supplied.

4. That upon arrival of the requested agency at the scene of the emergency, all personnel, materials and equipment shall remain in the command of the requested agency officer in charge ("OIC"). The requested agency OIC shall operate under the direction of the requesting agency OIC.

5. That upon response with the requested personnel, materials, or equipment, should it then be necessary to withdraw a portion or all of such personnel, materials or equipment in order to meet an emergency situation in the area served by the requested agency, such withdrawal may be at the sole discretion of the senior firefighter of the requested agency. Such withdrawal may also be made at the sole discretion of the highest ranking officer of the requested agency at the scene if he should, in his or her sole discretion, determine that the requested agency's personnel and equipment are being subjected to unnecessary or unreasonable danger.

6. That each participant therein shall bear its own costs of the response. Each responding agency shall bear its own

liability while traveling to the scene, at the scene, and returning to its own quarters. No equipment shall be loaned for use by personnel who have not been trained in its use. Any equipment loaned to either agency, which is in its care, custody and control, shall be returned in as good condition as when it was loaned. The cost of replacing any equipment lost or damaged by the requested agency shall be borne by the requested agency so long as the loss or damage occurred while it was under the control of the requested agency's officer in command. Consumable firefighting materials used by the requested agency shall be replaced by the requesting agency.

7. All cleanup efforts following a mutual fire fighting effort shall be conducted by the requesting agency.

8. A review board, consisting of the two highest ranking officers available from each agency, shall meet annually, prior to the anniversary of this Agreement, to review that year's mutual aid activity. Minutes of this meeting shall be presented to the governing bodies of each respective agency. If patterns of deficiency are discovered, the deficient agency must agree to correct that deficiency before the end of the subsequent agreement period.

9. This Agreement shall continue for one (1) year from the date of signing. Any party hereto may withdraw from this Agreement upon thirty (30) days' notice, in writing, given the remaining parties.

This Agreement entered into by and between the above mentioned parties and on the date and year herein before set out.

WITNESS THEIR HAND AND SEAL

APPROVED BY THE KENAI PENINSULA  
BOROUGH ASSEMBLY BY RESOLUTION  
NO. \_\_\_\_\_.

APPROVED BY THE CITY COUNCIL  
OF THE CITY OF SEWARD, ALASKA,  
THIS \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

KENAI PENINSULA BOROUGH

CITY OF SEWARD, ALASKA

By: \_\_\_\_\_

By: \_\_\_\_\_

Ronald A. Garzini

Its: \_\_\_\_\_

Its: City Manager

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY:

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY:

\_\_\_\_\_  
Borough Attorney

\_\_\_\_\_  
City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Borough Clerk

\_\_\_\_\_  
City Clerk

APPROVED BY THE BOARD OF DIRECTORS OF THE BEAR CREEK  
FIRE SERVICE AREA on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By: \_\_\_\_\_

Edward Zimmerman,  
Board Chairman