

Introduced by: Mayor
Date: 10/25/16
Action: Adopted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2016-065**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND
OPERATIONAL PLAN BETWEEN THE BEAR CREEK FIRE SERVICE AREA AND
THE CITY OF SEWARD FIRE DEPARTMENT FOR FIRE APPARATUS AND
PERSONNEL**

WHEREAS, automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the peninsula in the form of emergency response personnel when required; and

WHEREAS, automatic aid agreements and operational plans are common in the fire and emergency service professions; and

WHEREAS, Alaska Statute 18.70.150 provides that: “[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it....”; and

WHEREAS, Resolution 89-101 adopted on September 5, 1989, provided for a mutual aid agreement and initial operational plan between Bear Creek Fire Services Area (“BCFSA”) and City of Seward Fire Department (“SFD”); and

WHEREAS, this automatic aid agreement and operational plan, which will replace the automatic aid agreement and operational plan adopted in Resolution 89-101, updates and clarifies the response areas and terms of automatic aid between BCFSA and SFD; and

WHEREAS, all associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in service area funds being expended for the benefit of the service area; and

WHEREAS, for years, the operational plans have been considered as matters within the expertise of the agencies providing automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

WHEREAS, significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by Insurance Services Office (ISO) when automatic aid agreements are in effect; and

WHEREAS, this automatic aid agreement is for the provision of fire apparatus and personnel; and

WHEREAS, at its meeting of October 24, 2016 the Seward City Council recommended approval with amendments by adoption of their Resolution 2016-061;

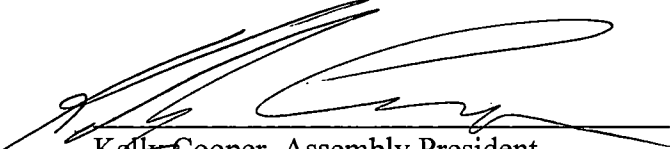
NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That an automatic aid agreement between BCFSA and SFD serves the best interests of BCFSA and is hereby approved. The Mayor is authorized to execute an automatic aid agreement substantially in the form of the attached agreement.

SECTION 2. That the operational plan substantially in the form attached hereto is hereby approved and the BCFSA board and chief are hereby authorized to approve amendments to the operational plan with the Mayor's approval without further review by the Assembly so long as any such amendments do not conflict with the automatic aid agreement.

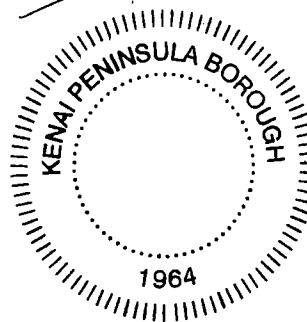
SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 25TH DAY OF OCTOBER, 2016.


Kelly Cooper, Assembly President

ATTEST:


John Blankenship, MMC, Borough Clerk



Yes: Bagley, Dunne, Fischer, Gilman, Holmdahl, Knopp, Ogle, Welles, Cooper
No: None
Absent: None

Auto AGREEMENT FOR EXCHANGE OF AUTOMATIC AID

This agreement, hereinafter referred to as the Automatic Aid Agreement, dated for reference purposes on this ___ day of _____, 2016, is made by and between Bear Creek Fire Service Area (BCFSA) and City of Seward Fire Department (SFD).

1. Response to Automatic Aid Requests.

- a. Both parties to this agreement provide fire protection services within their jurisdictions.
- b. In return for the services to be provided by BCFSA, SFD agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and SFD.
- c. In return for the services to be provided by SFD, BCFSA agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFSA and SFD.

2. Emergencies – Information Provided.

Upon receipt of an alarm through a 9-1-1 Call Center within the automatic aid response area of either agency, BCFSA or SFD will automatically dispatch its nearest available and appropriate designated fire response to that alarm. The automatic aid response areas are determined by the Fire Chiefs of BCFSA and SFD and set forth in the Annual Operational Plan.

3. Jurisdiction.

"Jurisdiction" is defined to be that political and geographical boundary designating the respective agencies that are party to this agreement.

4. Authority to Establish the Automatic Aid Agreement.

- a. Alaska State Statutes, AS 18.70.150 states that "[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program ..."
- b. Automatic Aid is automatic mutual aid.

5. Command Authority.

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the officer in charge of the jurisdictional department.

6. Withdrawal of Resources or Assignment Turndown.

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the annual operational plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the officer in charge of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the officer in charge of the aiding department if they determine that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the officer in charge shall coordinate the withdrawal with the jurisdictional department's officer in charge in a manner that avoids endangering personnel of either department.
- d. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.
- e. In the event a jurisdictional department ever fails to respond to an alarm within its jurisdiction to which an aiding department has responded, at the sole discretion of the aiding department, this agreement may be terminated by the aiding department immediately, or within a reasonable time thereafter.
- f. It is further agreed that that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

7. 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 an automatic aid request.
- c. 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.
- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

8. Annual Operating Plan.

- a. It is in the best interests of the citizens of BCFSA and SFD 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 dispatching, communications, training programs and procedures, 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 BCFSA and SFD.

- b. Such details shall be recorded in an Operational Plan by Fire Chiefs of BCFSA and SFD.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto.

9. Mutual Aid Agreement Not Affected.

It is mutually understood that this agreement will in no way affect or have any bearing on existing area mutual aid agreements.

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

APPROVED as to form and legal Sufficiency

By: _____
Jim Hunt, City Manager

By: _____
Seward City Attorney

Date: _____

Date: _____

KENAI PENINSULA BOROUGH

APPROVED as to form and legal Sufficiency

By: _____
Mike Navarre, Mayor

By: _____
Amy Fenske
Assistant Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____

Borough Clerk

Date: _____



“Exhibit A”**OPERATIONAL PLAN****ATTACHMENT TO AUTOMATIC AID AGREEMENT****BEAR CREEK FIRE SERVICE AREA and
CITY OF SEWARD FIRE DEPARTMENT**

This Operational Plan of the Kenai Peninsula Borough (KPB) between Bear Creek Fire Service Area (BCFSA) and City of Seward Fire Department (SFD) is for automatic aid response of fire apparatus and personnel.

The purpose of this Plan is to outline the procedures for carrying out an automatic aid response between BCFSA and SFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by mutual consent of BCFSA and SFD, with approval by the Borough Mayor and the City Manager, for the purpose of carrying out the original intent of the Automatic Aid Agreement. In addition, this Plan may be cancelled by the Borough or City on behalf of either entity after a 30-day notice has been given to the other party involved in the Automatic Aid Agreement.

I. AUTOMATIC AID RESPONSE AREAS and AMOUNT AND TYPE OF ASSISTANCE

- a. BCFSA will automatically respond to a SFD alarm for any structural or boat fire within the City Limits (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless re-directed by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- b. SFD will automatically respond for any structural or boat fire within the BCFSA boundaries (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless re-directed by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- c. Cancellation may occur in small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, etc.

II. TRAINING

Joint training exercises shall be carried out annually 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, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – Dispatch shall announce by radio that an Automatic Aid is needed. This will occur without direction by either department for fire incidents. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency’s dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department, Borough or City policy and procedures.

V. REVISIONS

The Operational Plan shall be cooperatively developed, reviewed annually and become part of the Automatic Aid Agreement upon consent of the agencies and execution by the Borough Mayor and City Manager.

APPROVED:

BEAR CREEK FIRE SERVICE AREA

SEWARD FIRE DEPARTMENT

By: _____
Connie Bacon, Chief

By: _____
Ed Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD

By: _____
Jim Hunt, City Manager

Date: _____

**APPROVED as to form and legal
Sufficiency**

By: _____
Seward City Attorney

Date: _____

KENAI PENINSULA BOROUGH

By: _____
Mike Navarre, Mayor

Date: _____

**APPROVED as to form and legal
Sufficiency**

By: _____
Amy Fenske
Assistant Borough Attorney

Date: _____

ATTEST:

By: _____
Borough Clerk

Date: _____