

Introduced by: Mayor
Date: 06/15/21
Action: Adopted
Vote: 8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-049**

A RESOLUTION APPROVING A COOPERATIVE AGREEMENT FOR EMERGENCY AID BETWEEN EASTERN PENINSULA HIGHWAY EMERGENCY SERVICE AREA AND BEAR CREEK FIRE & EMERGENCY SERVICE AREA, CENTRAL EMERGENCY SERVICES, COOPER LANDING EMERGENCY SERVICES, HOPE SUNRISE EMERGENCY SERVICES, INC., MOOSE PASS VOLUNTEER FIRE COMPANY, SEWARD VOLUNTEER AMBULANCE CORP. AND THE CITY OF SEWARD ON BEHALF OF THE SEWARD FIRE DEPARTMENT

WHEREAS, mutual aid agreements and their operation plans provide for additional resources to residents of the Kenai Peninsula Borough in the form of fire and medical personnel when required; and,

WHEREAS, cooperative aid agreements provide for additional resources to residents of the Kenai Peninsula Borough in the form of emergency services and fire and medical personnel when required; and

WHEREAS, cooperative aid agreements along the Eastern Peninsula would allow the parties to work together to provide consistent and coordinated responses to incidents requiring emergency medical or fire services along the heavily traveled highway corridors in that portion of the Kenai Peninsula; 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, the Alaska Administrative Code authorizes state certified emergency medical service providers to enter into mutual aid agreements with other such providers in accordance with a municipal ordinance or resolution; and

WHEREAS, the cooperative agreement reflects the commitment by the many agencies located along that area of the borough to provide emergency response for visitors and citizens; and

WHEREAS, all associated costs are borne by each responding agency, and, upon request, reimbursed at set rates by EPHESA; and

WHEREAS, rates paid by EPHESA are tied to individual agency ratings providing incentive for emergency response agencies to continue training and recruitment of qualified individuals; and

WHEREAS, EPHESA has been instrumental in funding training opportunities as well as much needed rescue equipment; and

WHEREAS, at their various independent agency meetings, the Boards of each agency named herein has voted to recommend approval of the cooperative agreement;

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

SECTION 1. That the cooperative agreement between EPHESA and (1) Bear Creek Fire and Emergency Service Area; (2) Central Emergency Services; (3) Cooper Landing Emergency Services, Inc.; (4) Hope Sunrise Emergency Services, Inc.; (5) Moose Pass Volunteer Fire Company; (6) Seward Volunteer Ambulance Corp.; and, (7) City of Seward on behalf of the Seward Fire Department is in the best interest of the borough and its citizens and is hereby approved. The mayor is authorized to execute a cooperative agreement substantially in the form of the attached agreement.

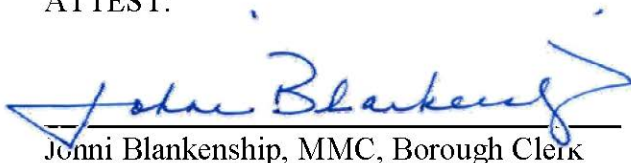
SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.

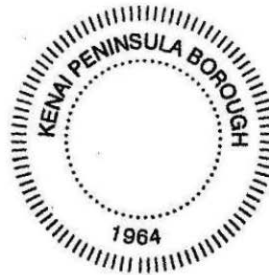


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Johnson, Hibbert

No: None

Absent: Elam

**Kenai Peninsula Borough
Eastern Peninsula Highway Emergency Service Area
Cooperative Agreement**

August 2021

A. Parties

Eastern Peninsula Highway Emergency Service Area (EPHESA)
Bear Creek Fire & Emergency Service Area
Central Emergency Services (CES)
Cooper Landing Emergency Services
Hope Sunrise Emergency Services, Inc.
Moose Pass Volunteer Fire Company
Seward Volunteer Ambulance Corp.
City of Seward – Seward Fire Department

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 at the time of crisis along portions of the Seward Highway, the Hope Highway and the Sterling Highway. All of the agencies, with the exception of EPHESA, provide some form of fire protection and/or emergency medical services within their respective boundaries. Yet there are areas of these highways where no agency has coverage. To ensure greater life and safety coverage, the agencies listed herein desire to work cooperatively to allow for more efficient and wider coverage near the service area boundaries. To accomplish this, the agencies desire to provide the personnel and equipment necessary while EPHESA desires to provide the funding to reimburse the individual agencies.

C. Cooperative Agreement

The parties to this Agreement agree to work cooperatively to provide consistent and coordinated responses to incidents requiring fire and/or emergency medical services along the heavily traveled highway corridors of the Eastern Peninsula, as outlined in the attached map (Attachment A), within each agency's capabilities.

D. EPHESA shall:

1. Upon request, reimburse agencies that are a party to this Agreement at the rates set forth in Attachment B. Reimbursement rates will be tied to each agency's rating as

determined by EPHESA. Reimbursements are optional and shall only be made upon timely submitted invoices.

2. Support efforts to strengthen and assist the growth and development of agencies that are involved in this Agreement.
3. Conduct evaluations on the strength and needs of each partner agency, at least annually, to determine personnel, available equipment, and general ability to respond to various needs.
4. Assist participating agencies with the acquisition of life-saving equipment such as extrication equipment, firefighting apparatus and other equipment.
5. Determine the communications plan for dispatch and on-scene communications, as well as minimum standards for responder communication equipment (i.e. subscriber units). EPHESA may also provide supplemental methods of dispatching information including notifications to mobile phones. Any dispatch mechanism outside of radios is provided for convenience and not designed to the same standard as public safety grade radio equipment. These systems may be impacted by internet equipment issues, scheduled maintenance, mobile carrier network conditions, and other factors that may prevent the timely delivery of messages.

E. Participating Agencies shall:

1. Render Emergency Assistance within the area subject to this Agreement subject to operational capability and availability if requested to do so.
2. Cooperate with EPHESA's request for information regarding personnel, available equipment, and general ability to respond to various needs.
3. Prepare and submit invoices for apparatus, personnel time and other allowable expenses within the timeframes listed in this Agreement.
4. Follow the current EPHESA communications plan which outlines the dispatch channel(s) and facilities to be utilized, and ensure all communications equipment is programmed per the plan.

F. Call-Out Procedures:

1. A request to render emergency assistance will describe the type of Emergency, the location of the emergency, the resources and personnel requested, and a brief description of how the requesting agency plans to utilize the requested agency's resources.
2. If available and able to respond, the requested agency will commit to send, without delay, such public safety personnel, equipment and resources as requested subject to the right, at that agency's sole discretion, to withhold resources in order to provide reasonable protection for the safety and protection of its local citizens.
3. The dispatch of equipment and personnel is subject to the following conditions:
 - a. 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).
 - b. In the event of a major incident such as a configuration or Type I or II wildfire that may affect another area of the Peninsula, a unified command may be established.

- c. Mutual Aid resources shall be released as soon as their services are no longer required. Resources may have to be released from the incident scene, if an emergency occurs within their primary response area.
- d. The aid provided must be an authorized power of that agency.
- e. Unless specifically instructed otherwise, the requesting agency shall have the responsibility of providing food and housing for the responding agency's personnel (as necessary and until the response is complete).
- f. 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 compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
- g. During the period of assistance, the responding agency shall continue to pay its employees according to its then prevailing ordinance, rules, regulations, and practices. The responding agency shall then request reimbursement from the requesting agency.

G. Compensation:

Compensation will be based upon rating and timely receipt of invoices for apparatus, personnel time, and other allowable expenses. The deadline for receipts is as follows:

Quarter 1 (July – September)	October 31
Quarter 2 (October – December)	January 30
Quarter 3 (January – March)	April 30
Quarter 4 (April – June)	July 5

Compensation due participating agencies may be applied against outstanding charges for dispatch services from the Soldotna Public Safety Communications Center (SPSCC).

LATE INVOICES WILL BE DENIED PAYMENT

H. General Provisions:

The parties to this agreement jointly agree:

1. It is mutually beneficial to all parties herein to provide emergency assistance in the areas near and outside the boundaries of each agency's service area.
2. The parties intend the term "Emergency" to include, but not be limited to, a human-caused or natural event or circumstance within the boundaries of the Kenai Peninsula, causing or threatening loss of life, damage to the environment, injury to person or property, human suffering, or financial loss, such as, but not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbances, riots, acts of terrorism, sabotage or other disaster.

3. The parties intend that the term “Emergency Assistance” mean employees, equipment, services, materials, or supplies offered during an Emergency by one party and accepted or requested by another party to assist in maintaining or restoring normal government services when such service has been disrupted by an Emergency and Emergency Assistance is necessary or advisable as determined by the requesting party.

I. Term of Agreement:

This agreement will be effective with the date of last signing and will terminate on June 30, 2025.

J. Modification:

Modifications or termination may be proposed at any time during the period of performance by any party and shall become effective upon written approval by both parties. A party shall be compensated for services only actually provided by the effective date of termination.

K. Appropriations/Expenditures:

Nothing in this agreement shall obligate any party to the expenditure of funds, or for future payments of money in excess of appropriations authorized.

L. Liability:

1. There shall be no liability imposed on any Party 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.
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 cooperative 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.

M. Release of Claims:

Except as provided in L(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.

N. 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.

O. 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.

P. 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.

Q. Counterparts:

The 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.

SIGNED WITH AUTHORITY TO EXECUTE:

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Date

EASTERN PENINSULA HIGHWAY EMERGENCY SERVICE AREA (EPHESA)

Richard Brackin, Coordinator

Date

BEAR CREEK FIRE & EMERGENCY SERVICE AREA

Richard Brackin, Chief

Date

CENTRAL EMERGENCY SERVICES

Roy Browning, Chief

Date

COOPER LANDING EMERGENCY SERVICES, INC.

Jennifer Harpe, President

Date

HOPE SUNRISE EMERGENCY SERVICES, INC.

Travis Peterson, Director & VP

Date

MOOSE PASS VOLUNTEER FIRE CO.

Phillip Ingersoll, Chief

Date

SEWARD VOLUNTEER AMBULANCE CORP.

Michael H. Moore, President

Date

SEWARD FIRE DEPARTMENT

Clinton Crites, Fire Chief

Date

CITY OF SEWARD

Acting City Manager

Date

ATTEST:

Brenda Ballou, MMC, City of Seward Clerk

Date

Approved as to sufficiency and form:

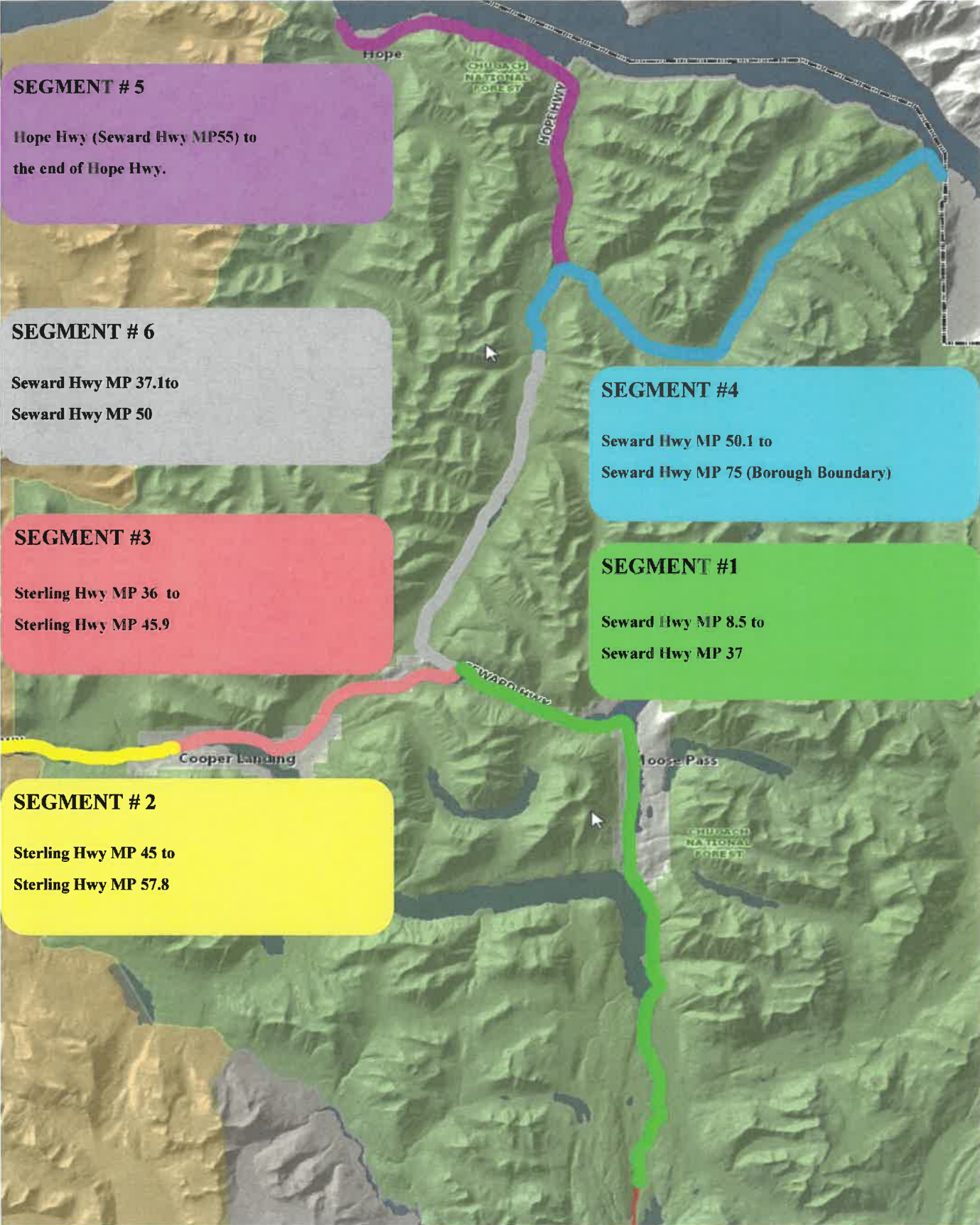
Patty Burley, Deputy Borough Attorney

Date

ATTEST:

Johni Blankenship, MMC, Borough Clerk

ATTACHMENT A



ATTACHMENT B
LEVEL 1 STIPEND: SINGLE RESPONSE¹

Eastern Peninsula Highway Emergency Service Area Compensation Schedule: Level 1	
FIRST RESPONDER RESPONSE REQUIREMENTS & PERFORMANCE STIPEND	
<p>a. TASK & PURPOSE. Provide rapid emergency response that provides initial BLS Care and Scene Management.</p>	<p>b. APPARATUS: Capable of carrying personnel to the scene with BLS Equipment</p>
<p>c. PERSONNEL & TRAINING: * 2 Total Certified ETT Responders (Preferably EMT 1 Responders) * Annual Emergency Vehicle Operations Training * ICS 100, 200, 700, 800</p>	<p>d. EQUIPMENT * Trauma Bag * Patient Stabilization * Oxygen Delivery * Communications: Two-Way * Communications ration w/department & AMLR frequencies</p>
STIPEND PER CALL: \$300	CANCEL IN ROUTE: \$100
GROUND TRANSPORT (Ambulance) RESPONSE REQUIREMENTS	
<p>a. TASK & PURPOSE: Provide ground transport service that assumes patient care and transport to an appropriate patient care facility or higher level of care.</p>	<p>b. APPARATUS: One (1) certified State of Alaska ground transport ambulance</p>
<p>c. PERSONNEL & TRAINING: * 2 total: One (1) Certified EMT 1/Basic Responder and one (1) Driver (Preferably ETT) * Meet Level 1 Extrication Guidelines * Annual Emergency Vehicle Operations Training * ICS 100, 200, 700, 800</p>	<p>d. EQUIPMENT: * All equipment and supplies to meet State of Alaska BLS Ground Transport Ambulance * Communications: Two-way communications radio with department and ALMR frequencies.</p>
STIPEND PER CALL: \$600	CANCEL IN ROUTE: \$100
FIRE/RESCUE EXTRICATION RESPONSE REQUIREMENTS & PERFORMANCE STANDARDS	
<p>a. TASK & PURPOSE: To provide fire protection and/or suppression support and vehicle extrication within the EPHESA.</p>	<p>b. APARATUS: Structure Engine Type 1 or 2 Wildland Engine Type 6</p>
<p>c. PERSONNEL & TRAINING: * 2 Total: 1 Certified EMT 1/Basic Responder and/or Certified Firefighter 1 State of Alaska Responder and 1 Driver (preferably ETT) * Must meet Level 1 and Level 2 Extrication Guidelines * Annual emergency vehicle operations training * Four (4) hours per quarter fire/extrication training * Every two (2) years, extrication using actual equipment and personnel * ICS 100, 200, 700, 800</p>	<p>d. EQUIPMENT: * Stabilization kit, blocking & cubing * Scene lighting * Fire Suppression System (charged lines) * Extrication Equipment * Standard PPE * Traffic Control * Communications: two-way communications radio with department and ALMR frequencies.</p>
STIPEND PER CALL: \$800	CANCEL IN ROUTE: \$100
<p><i>References: International Fire Chiefs Association – Mutual Aid 301, 2010</i></p>	<p><i>BLS/ALS Billing rates for the Kenai Peninsula Borough, 2018 Appendix I, Inventory Ambulance Supplies & Equipment</i></p>
<p><i>FEMAS's Schedule of Equipment Rates 2017</i></p>	<p><i>Request for Information (RFI), EPHESA 2019</i></p>

¹ Departments are eligible for either a Level 1 **or** a Level 2 Stipend **and** a Level 3 Stipend.

**ATTACHMENT B
LEVEL 2 STIPEND: FULL RESPONSE**

Eastern Peninsula Highway Emergency Service Area Compensation Schedule: Level 2	
INITIAL CALL FOR SERVICE	COMMAND OFFICER
Initial call for service fee shall be charged for call out of the Fire Department. After the first hourly rates for each piece of fire apparatus, rates shall be charged under the following table.	Command officer will coordinate crew efforts, ensure the safety of the firefighters and EMS personnel, assess the incident priorities and determine the strategy and tactics that will be used.
INITIAL CALL-OUT FEE: \$600	COMMAND VEHICLE FEE (PER HOUR): \$200
GROUND TRANSPORT (Ambulance) RESPONSE REQUIREMENTS	
a. TASK & PURPOSE: Provide ground transport service that assumes patient care and transport to an appropriate patient care facility or higher level of care.	b. APPARATUS: One (1) certified State of Alaska ground transport ambulance
c. PERSONNEL & TRAINING: * 2 total: One (1) Certified EMT 1/Basic Responder and one (1) Driver (Preferably ETT) * Meet Level 1 Extrication Guidelines * Annual Emergency Vehicle Operations Training * ICS 100, 200, 700, 800	d. EQUIPMENT: All equipment and supplies to meet State of Alaska BLS Ground Transport Ambulance Communications: Two-way communications radio with department and ALMR frequencies.
AMBULANCE NON-TRANSPORT FEE (Per Hour) \$300	AMBULANCE TRANSPORT FEE (will be reimbursed by patient)
FIRE/RESCUE EXTRICATION / RESPONSE REQUIREMENTS	
a. TASK & PURPOSE: To provide fire protection and/or suppression support and vehicle extrication within the EPHESA.	b. APPARATUS: * Engine * Heavy Rescue * Ladder Truck * Tender * Brush Truck
c. PERSONNEL & TRAINING: * 2 Total: 1 Certified EMT 1/Basic Responder and/or Certified Firefighter 1 State of Alaska Responder and 1 Driver (preferably ETT) * Must meet Level 1 and Level 2 Extrication Guidelines * Annual emergency vehicle operations training * Four (4) hours per quarter fire/extrication training * Every two (2) years, extrication using actual equipment and personnel * ICS 100, 200, 700, 800	d. EQUIPMENT: * Stabilization kit, blocking & cubing * Scene lighting * Fire Suppression System (charged lines) * Extrication Equipment * Standard PPE * Traffic Control * Communications: two-way communications radio with department and ALMR frequencies.
APPARATUS FEE (Per Hour): \$300	
<i>References: International Fire Chiefs Association – Mutual Aid 301, 2010</i>	<i>BLS/ALS Billing rates for the Kenai Peninsula Borough, 2018 Appendix I, Inventory Ambulance Supplies & Equipment</i>
<i>FEMAS's Schedule of Equipment Rates 2017</i>	<i>Request for Information (RFI), EPHESA 2019</i>

**ATTACHMENT B
LEVEL 3 RESPONSE TIME STIPEND**

Eastern Peninsula Highway Emergency Service Area	
MISSION: To provide rapid emergency response that provides initial EMS, ground transport, and fire / rescue extrication services to the Eastern Peninsula Highway Emergency Service Area	
Benchmark: Achieving a sub-15 minute average response from dispatch to enroute with appropriate apparatus and personnel in the first six months of the KPB's fiscal year.	
Maximum Potential Stipend:	\$5,000

Stipend 3 is a discretionary stipend which may be awarded to those agencies who show consistent achievement in meeting the benchmark(s) by January 1st of each year. The decision on whether to award Stipend #3 will be based upon the availability of funding and will be at the sole decision of the EPHESA Coordinator and the KPB Mayor.