

Introduced by: Mayor
Date: 03/21/17
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2017-025**

**A RESOLUTION APPROVING A MUTUAL AID AGREEMENT AND OPERATIONAL
PLAN BETWEEN THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL
SERVICE AREA AND NINILCHIK EMERGENCY SERVICES**

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

WHEREAS, mutual aid agreements and operational plans are common in the fire and emergency medical 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, 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, this mutual aid agreement and operational plan updates and clarifies the terms of mutual aid between Anchor Point Fire and Emergency Medical Service Area ("APFEMSA") and Ninilchik Emergency Services ("NES"); and

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

WHEREAS, in recent years the operational plans have been considered as matters within the expertise of the departments providing the mutual aid and, therefore, future amendments to the operational plans have been left to the discretion of the departments; and

WHEREAS, at its meeting of February 15, 2017, the APFEMSA Board recommended approval of the mutual aid agreement and operational plan; and

WHEREAS, at its meeting of February 6, 2017, the NES Board recommended approval of the mutual aid agreement and operational plan;

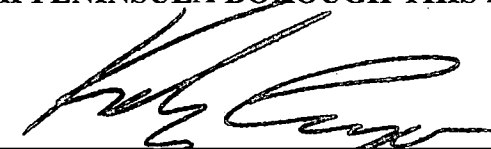
NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. A mutual aid agreement between APFEMSA and NES is in the best interest of the APFEMSA and is hereby approved. The mayor is authorized to execute a mutual aid agreement substantially in the form of the attached agreement.

SECTION 2. An operational plan substantially in the form of the attached plan is hereby approved and the APFEMSA service area 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 mutual aid agreement.

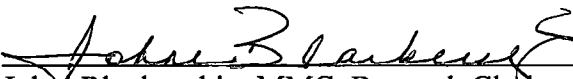
SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF MARCH, 2017.

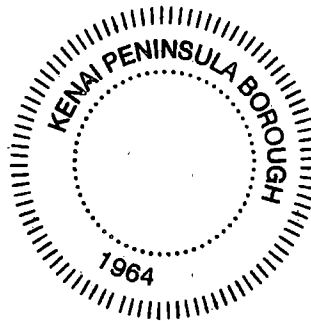


Kelly Cooper, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bagley, Carpenter, Dunne, Fischer, Hibbert, Ogle, Schaefer, Welles, Cooper
No: None
Absent: None

MUTUAL AID AGREEMENT
ANCHOR POINT FIRE & EMERGENCY MEDICAL SERVICE AREA /
NINILCHIK EMERGENCY SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between ANCHOR POINT FIRE & EMERGENCY MEDICAL SERVICE AREA (APFEMSA) and NINILCHIK EMERGENCY SERVICES (NES) for the provision of fire and emergency services as follows:

1. **Mutual Aid Requests.**
 - a. Aid may be requested by either department 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 department 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 department's ability to meet its responsibility within its own jurisdictional area.
 - b. The senior officer at the requested department shall promptly notify the requesting department of the level of response, if any, the requested department will provide.
 - c. Departments 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 department, the requesting department shall at a minimum:
 - i. Give concise directions as to the location of the emergency and/or to the location at which the requested department's equipment/personnel will be staged;
 - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested department'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 department'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 department's senior responding personnel.
- b. The requested department's senior responding personnel shall report to and operate under the direction of the requesting department'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 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 a mutual aid request.
 - c. Each responding department 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 department will bear the responsibility for its own acts and any liability incurred by such acts.
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 department, such withdrawal may be initiated at the sole discretion of the requested department'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 department'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 department's personnel do not have the training or resources to accomplish the requested assignment.
 - c. The requested department's senior personnel shall coordinate a withdrawal or assignment turn-down with the requesting department'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 department.
7. **Withdrawal from Agreement.**
This Agreement shall continue until either department gives thirty (30) days' notice of its withdrawal, in writing, to the other department.
8. **Training.**
Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each department.
9. **Annual Operating Plan.**

- a. Annual operating plans shall be cooperatively developed by the departments and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- 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".

**ANCHOR POINT FIRE & EMERGENCY
MEDICAL SERVICE AREA**

By: Alford Terry
Alford Terry, Chief
Date: 2/16/17

NINILCHIK EMERGENCY SERVICES

By: David Bear
David Bear, Chief
Date: 2/20/17

**ANCHOR POINT FIRE & EMERGENCY
MEDICAL SERVICE AREA BOARD**

By: Robert W Craig
Chair
Date: 3-1-17

**NINILCHIK EMERGENCY SERVICES
BOARD**

By: Steve Vanek
President
Date: 2/17/17

KENAI PENINSULA BOROUGH

By: _____
Mayor
Date: _____

ATTEST:

By: _____
Borough Clerk

**APPROVED as to Form and Legal
Sufficiency**

By: _____
Assistant Borough Attorney