

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

**KENAI PENINSULA BOROUGH
RESOLUTION 2017-026**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND
OPERATIONAL PLAN BETWEEN ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA AND NINILCHIK EMERGENCY SERVICES 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,** this automatic aid agreement and operational plan sets forth the response areas and terms of automatic 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 automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the departments; 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 February 15, 2017, the APFEMSA Board recommended approval
of the automatic aid agreement and operational plan; and

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

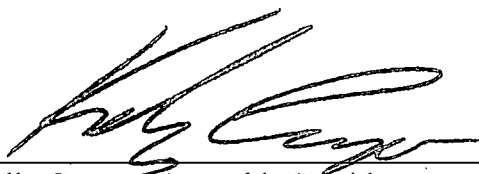
**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. That an automatic aid agreement between APFEMSA and NES serves the best
interests of APFEMSA 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 APFEMSA 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.

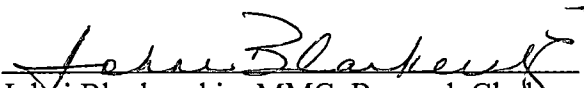
SECTION 3. That this resolution takes effect immediately upon its adoption.

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

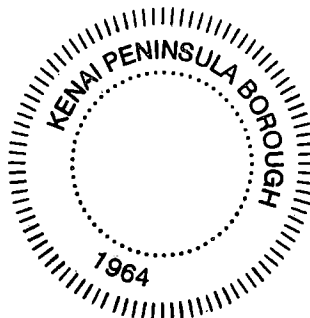


Kelly Cooper, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



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

AGREEMENT FOR EXCHANGE OF AUTOMATIC AID

This agreement, hereinafter referred to as the Automatic Aid Agreement, dated for reference purposes on this ____ day of _____, 2017, is made by and between Anchor Point Fire & Emergency Medical Service Area (APFEMSA) and Ninilchik Emergency Services (NES).

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 APFEMSA, NES agrees to provide a designated fire response, as determined by the Fire Chiefs of APFEMSA and NES.
- c. In return for the services to be provided by NES, APFEMSA agrees to provide a designated fire response, as determined by the Fire Chiefs of APFEMSA and NES.

2. Emergencies – Information Provided.

Upon receipt of an alarm through a 9-1-1 Call Center within the automatic aid response area, APFEMSA or NES 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 APFEMSA and NES and set forth in the Annual Operational Plan.

3. Jurisdiction.

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

4. Authority to Establish the Automatic Aid Agreement.

- a. Alaska State Statute, 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 Operational Plan.

- a. It is in the best interests of the citizens of APFEMSA and NES 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 the departments .

- b. Such details shall be recorded in an Operational Plan.
- c. The Operational Plan shall be approved and signed by the departments 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.

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

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

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

By: Robert W. Craig
Chair
Date: 2-17-17

NINILCHIK EMERGENCY SERVICES

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

**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