

Introduced by: Mayor
Date: 11/10/20
Action: Adopted as Amended
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2020-077**

**A RESOLUTION APPROVING AN AUTOMATIC AID AGREEMENT AND
OPERATIONAL PLAN BETWEEN THE KENAI PENINSULA BOROUGH ON
BEHALF OF CENTRAL EMERGENCY SERVICE AREA, NIKISKI FIRE SERVICE
AREA AND THE CITY OF KENAI ON BEHALF OF THE KENAI FIRE
DEPARTMENT**

- 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 fire response personnel and apparatus 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 between the Kenai Peninsula Borough, on behalf of the Central Emergency Service Area (“CES”), the Nikiski Fire Service Area (“NFSA”) and the City of Kenai, on behalf of the Kenai Fire Department (“KFD”) sets forth response areas and terms of automatic aid; 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 the Insurance Services Office when automatic aid agreements are in effect; and

WHEREAS, this automatic aid agreement is for the provision of fire response services;

WHEREAS, at its meeting held on the September 17, 2020, the CES Board recommended unanimous approval of this resolution; and

WHEREAS, at its meeting held on October 12, 2020, the NFSA Board recommended approval of this resolution; and

WHEREAS, at its meeting held on November 4, 2020, the Kenai City Council recommended approval by unanimously passing Kenai Resolution 2020-83;

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

SECTION 1. That an automatic aid agreement between CES, NFSA and KFD serves the best interests of the borough and its residents 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 CES and NFSA boards and chiefs 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 10TH OF NOVEMBER, 2020.



Brent Hibbert, Assembly President

ATTEST:



John Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorokian, Dunne, Eklam, Johnson, Hibbert
No: None
Absent: None

**AGREEMENT FOR EXCHANGE OF AUTOMATIC AID
BETWEEN
CITY OF KENAI, KENAI FIRE DEPARTMENT
KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICES,
AND NIKISKI FIRE SERVICE AREA**

A. Parties.

The parties to this Agreement for Automatic Aid are:

The City of Kenai, Kenai Fire Department (hereinafter “Kenai”)

The Kenai Peninsula Borough, Central Emergency Services (hereinafter “CES”)

The Kenai Peninsula Borough, Nikiski Fire Service Area (hereinafter “Nikiski”)

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. All of the agencies provide some form of fire protection and/or emergency medical services within their respective boundaries. To provide greater life and safety coverage, the agencies listed herein desire to work cooperatively to allow for more efficient and wider coverage within their service areas. To accomplish this, the agencies desire to provide the personnel and equipment necessary.

C. Cooperative Agreement.

The goal of this Agreement is to outline the procedures for carrying out an automatic aid response.

D. Responsibilities of the City of Kenai:

Kenai will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to an incident scene.

Kenai’s reciprocal response area for CES is defined as East & West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0, Kalifornsky Beach Road), and from Strawberry Road to Spruce & Frontier Drive and all roads connected thereto.

Kenai’s reciprocal response for Nikiski will be its full service area.

E. The Kenai Peninsula Borough, Central Emergency Services:

CES will provide a tanker/pumper and at least two (2) personnel, on a first alarm response to Kenai. The response will be to the incident scene.

CES’s reciprocal response area for Kenai will be Districts 3 and 4 of Kenai’s service area.

CES has no reciprocal response area for Nikiski.

F. The Nikiski Fire Service Area:

Nikiski will provide a ladder/pumper and at least two (2) personnel on a first alarm fire response to Kenai. The response will be to the incident scene.

Nikiski's reciprocal response will be to Kenai's Districts 1 & 2 service areas.

Nikiski has no reciprocal response area for CES.

G. Call-Out Procedures

1. Upon report of a first alarm fire through a 9-1-1 call center within the automatic aid response area, Dispatch will request assistance from the appropriate reciprocating agency.
2. Upon request for assistance, the agency shall respond if they are available and capable of assisting to the incident as described.
3. Once committed to responding, the agency will send, without delay, the agreed upon resources.
4. The dispatch of equipment and personnel is subject to the following conditions:
 - i. 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).
 - ii. Automatic Aid resources will be released as soon as their services are no longer required. Resources may have to be released from an incident scene if an emergency occurs within their primary response area.
 - iii. The aid provided must be an authorized power of that agency.
 - iv. If the responding agency is directed to backfill/staff a station, the requesting agency will grant it access to the station for appropriate parking of apparatus.
 - v. 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 the compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
 - vi. During the period of assistance, the responding jurisdiction shall continue to pay its employees according to its prevailing ordinance, rules, regulations and practices.

H. Operating Plan

1. It is in the best interests of the citizens of Kenai, Nikiski, and CES 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 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 Kenai, Nikiski and CES.
2. Such details shall be recorded in an Operational Plan signed by the Fire Chiefs of Kenai, CES and Nikiski attached hereto as Exhibit A.

I. Training

At a minimum, the agencies shall endeavor to hold joint training exercises annually between the individual parties of this agreement 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.

J. Term of Agreement

1. This Agreement shall commence upon the date of the last signature received from either the Kenai Peninsula Borough Mayor or the City of Kenai City Manager and shall continue until December 31, 2025. This Agreement may be renewed by the Parties via written request, approved by both parties, no later than November 1st of each year. This Agreement cannot extend beyond fifteen (15) years.
2. Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than thirty (30) days written notice to the other Party and upon the running of thirty (30) days from such written notice, this Agreement shall be terminated.

K. Modification

The Agreement may only be amended, modified or changed by a writing executed by authorized representatives of the parties.

L. Responsibility for Costs and Liability.

1. 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.
2. Each party shall bear its own costs for responding to an automatic aid request.
3. 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.
4. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

M. Liability

1. There shall be no liability imposed on any Party or its personnel for failure to respond to an incident.
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 automatic 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.

N. Release of Claims

Except as provided in Section M(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.

O. 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.

P. 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.

Q. 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.

R. Counterparts

This 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.

APPROVED:

CITY OF KENAI
Kenai Fire Department

KENAI PENINSULA BOROUGH
Central Emergency Services
Nikiski Fire Service Area

Paul Ostrander, City Manager
Date: _____

Charlie Pierce, Mayor
Date: _____

Tony Prior, City of Kenai Fire Chief
Date: _____

Roy Browning, CES Fire Chief
Date: _____

Bryan Crisp, Nikiski Fire Chief
Date: _____

ATTEST:

ATTEST:

Jamie Heinz, City Clerk

Johni Blankenship, MMC, Borough Clerk

Approved as to form and legal sufficiency

Approved as to form and legal sufficiency

Scott Bloom, Attorney for City of Kenai

Patty Burley, Deputy Borough Attorney

**OPERATIONAL PLAN TO
AUTOMATIC AID AGREEMENT BETWEEN
THE CITY OF KENAI FIRE DEPARTMENT AND THE
KENAI PENINSULA BOROUGH, CENTRAL EMERGENCY SERVICE AREA AND
NIKISKI FIRE SERVICE AREA**

This Operational Plan between the City of Kenai on behalf of the Kenai Fire Department and the Kenai Peninsula Borough on behalf of the Central Emergency Service Area and Nikiski Fire Service Area supplements the automatic aid agreement between the parties and provides guidance for response to first alarm fire incidences.

The purpose of this operational plan is to outline the procedures for carrying out an automatic aid response between the City of Kenai Fire Department ("KFD"), Central Emergency Service Area ("CES") and, Nikiski Fire Service Area (NFSA). This plan is a guide for day-to-day operations and may be revised, amended or altered annually by mutual written consent of the City of Kenai and the Kenai Peninsula Borough.

I. AMOUNT AND TYPE OF ASSISTANCE

Upon dispatch, each responder will respond to the requesting agency's fire incident unless requested otherwise.

City of Kenai and CES:

KFD will provide a tanker/pumper and two personnel, on a first alarm response to the incident scene.

KFD's reciprocal response area is defined as: East and West Poppy Lane to the intersection of Kalifornsky Beach Road and the Sterling Highway (Mile 0 Kalifornsky Beach Rd), and from Strawberry Road to Spruce and Frontier Drive and all roads connected thereto.

CES will provide a tanker/pumper and two personnel, on a first alarm response to the incident scene.

CES's reciprocal response area will be District's 3 and 4 of KFD's service area.

City of Kenai and Nikiski:

KFD will provide a tanker/pumper and a minimum of two personnel on a first alarm fire response. The response will be to the scene.

KFD's reciprocal response will be to all of NFSA service area.

NFSA will provide a ladder/pumper and a minimum of two personnel on a first alarm fire response. The response will be to the scene.

NFSA's reciprocal response will be to District's 1 and 2 of KFD's response area.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Fire Chief's Operation/Training Officers in each department. Class instruction should be available upon request by each department.

III. COMMUNICATIONS

- A. RADIO – Pre-programming shall be entered into Station Alerting for Automatic Aid per department and district. The requesting agency dispatch will call the responding agency dispatch center to confirm they are aware Automatic Aid is needed. After initial automatic tone-out, the dispatcher for each agency shall announce on the radio that an Automatic Aid is needed at the address of the structure fire, in District 1, 2, 3, or 4. For the purposes of this plan, District 1 is the Area off of the Kenai Spur Highway (KSH) from the intersection of KSH and Sunset/Borgen Ave. to the intersection of KSH and Spruce St. and all roads connected thereto. District 2 is the Area from the intersection of KSH and Spruce St. to the intersection of KSH and McCollum/Tinker including Bridge Access Rd. to the intersection of Beaver Loop Rd. and all roads connected thereto. District 3 is the Area from mile 3.4 KSH to the intersection of KSH and McCollum/Tinker including Beaver Loop Rd. (BLR) to the midpoint on East side of BLR and all roads connected thereto. District 4's Area includes all of VIP subdivision and Bridge Access Rd. (BAR) from the intersection of Kalifornsky Beach Rd. and BAR to the intersection of BAR and BLR and BLR to the midpoint on the West side of BLR and all roads connected thereto.
- B. The responding agency, after notifying their dispatch center that they are en route, will switch to the requesting agency's dispatch channel, and advise they are en route.
- C. In all cases, the incoming party will communicate with Command unless advised otherwise. Radio traffic will be kept to a minimum. Clear text will be used when possible.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department's policy and procedures.

V. REVISIONS

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

CENTRAL EMERGENCY SERVICE AREA

KENAI FIRE DEPARTMENT

Roy Browning, Chief
Date: _____

Tony Prior, Chief
Date: _____

NIKISKI FIRE SERVICE AREA

Bryan Crisp, Chief

Date: _____

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Date: _____

CITY OF KENAI

Paul Ostrander, City Manager

Date: _____

CENTRAL EMERGENCY SERVICE AREA

Ryann S. Kapp, Chair

Date: _____

NIKISKI FIRE SERVICE AREA

Mark Cialek, Chair

Date: _____

APPROVED AS TO FORM

Patty Burley, KPB Deputy Borough Attorney

Date: _____

APPROVED AS TO FORM

Scott Bloom, Kenai City Attorney

Date: _____