

Introduced by:	Mayor
Date:	02/16/21
Action:	02/16/21
Vote:	Adopted

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-012**

**A RESOLUTION APPROVING MUTUAL AID AND AUTOMATIC AID
AGREEMENTS AND OPERATIONAL PLANS BETWEEN WESTERN EMERGENCY
SERVICE AREA AND CENTRAL EMERGENCY SERVICE AREA FOR FIRE AND
EMERGENCY RESPONSE SERVICES**

- 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,** automatic aid agreements and their operational plans 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,** mutual aid and automatic 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,** the mutual aid and automatic aid agreements and operational plans reflect the new service area created by the voters at the October, 2020 election and clarifies the terms of mutual aid and automatic aid between WESA and CES; 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, in recent years the operational plans have been considered as matters within the expertise of the agencies providing the mutual aid and automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

WHEREAS, at its meeting on December 9, 2020, the Western Emergency Service Area Board unanimously recommended approval; and

WHEREAS, at its meeting of January 21, 2021, the Central Emergency Service Area Board unanimously recommended approval;

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

SECTION 1. That the mutual aid and automatic aid agreements between WESA and CES are in the best interest of the service areas and are hereby approved. The mayor is authorized to execute a mutual aid and automatic aid agreement substantially in the form of the attached agreements.

SECTION 2. That the operational plans substantially in the form of the attached plans are hereby approved and the WESA and CES service area boards and chiefs are hereby authorized to approve amendments to the operational plans with the mayor's approval without further review by the assembly so long as any such amendments do not conflict with the mutual aid or automatic aid agreement.

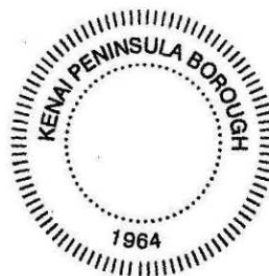
SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 16TH DAY OF FEBRUARY, 2021.

Brent Hibbert, Assembly President

ATTEST:

Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Elam, Johnson, Hibbert
No: None
Absent: None

OPERATIONAL PLAN (Exhibit A)
MUTUAL AID AGREEMENT
BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL
EMERGENCY SERVICE AREA

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Central Emergency Service Area (CES) is for mutual aid response (the "Plan") and the temporary exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between WESA and CES. This Plan is a guide for day-to-day operations, and may be revised, amended or altered by written consent of the parties, with concurrence by the KPB Mayor. Major revisions require concurrence by the KPB Assembly. In addition, this Plan may be terminated by either party upon termination of the Mutual Aid Agreement.

I. AMOUNT AND TYPE OF ASSISTANCE

- a. For fire responses, WESA will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the CES On-Scene Incident Commander (OIC). The CES OIC retains the option to direct the responding department to any other location as needed within the CES jurisdiction.
- b. A WESA medic unit may be requested within the CES jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the CES OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, CES will provide a tanker/engine company with a minimum crew of four (4) for response to an incident scene, or as requested by the WESA OIC. The WESA OIC retains the option to direct the responding department to any other location as needed within the WESA jurisdiction.

- d. A CES medic unit may be requested within the WESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the WESA OIC may alter the manning level of apparatus to best suit the needs of call.
- e. Upon dispatch, the responding department will respond to the location provided by requesting department's OIC unless directed to respond to a different location.
- f. Cancellation may occur per the requesting department's OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

II. TRAINING

Joint training exercises shall be carried out at least annually under the direction of the Fire Chiefs or their Operations or Training Officers. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting department's OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding department, after notifying dispatch that they are en route, will switch to the requesting department's dispatch channel and advise the OIC they are en route.
- b. The responding department 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. INCIDENT REPORTING

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

V. REVISIONS

The Annual Operations Plan shall be cooperatively developed, reviewed regularly and shall become part of the Mutual Aid Agreement.

**WESTERN EMERGENCY SERVICE
AREA (WESA)**

Jon Marsh, Fire Chief

Date:_____

**CENTRAL EMERGENCY SERVICES
(CES)**

Roy Browning, Fire Chief

Date:_____

**WESTERN EMERGENCY SERVICE
AREA BOARD**

Dawson Slaughter, Chair

Date:_____

**CENTRAL EMERGENCY SERVICES
AREA BOARD**

Ryan Kapp, Chair

Date:_____

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Date:_____

ATTEST:

Johni Blankenship, MMC, Borough Clerk

**APPROVED as to Form and Legal
Sufficiency**

Patty Burley, Deputy Borough Attorney

MUTUAL AID AGREEMENT

BETWEEN THE WESTERN EMERGENCY SERVICE AREA AND THE CENTRAL EMERGENCY SERVICE AREA

THIS AGREEMENT is made and entered into this ____day of _____, 2021, by and between KENAI PENINSULA BOROUGH on behalf of the WESTERN EMERGENCY SERVICE AREA (WESA) and the CENTRAL EMERGENCY SERVICE AREA (CES) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
 - a. Mutual aid in the form of personnel, equipment, facilities or materials, may be requested by either fire department for the purpose of assisting in fighting fires or responding to other emergency incidents.
 - b. Requests for mutual aid may include direct responses to the incident(s), cover assignments, or any other form of temporary assistance needed.
 - c. Requests for mutual 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 or in part, or whether 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 or its inability to provide a response.
 - c. When a request cannot be met, the denying departments should follow-up the verbal communication by documenting, in writing, why the request could not be met.
3. Emergencies - Information Provided.
 - a. Upon dispatch, 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 the Mutual Aid Agreement is terminated.

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. Operating Plan Review

- a. Operating plans shall be cooperatively developed by the departments and become part of this Agreement upon their 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".

**WESTERN EMERGENCY SERVICE
AREA (WESA)**

Jon Marsh, Fire Chief

Date:_____

**CENTRAL EMERGENCY SERVICES
(CES)**

Roy Browning, Fire Chief

Date:_____

**WESTERN EMERGENCY SERVICE
AREA BOARD**

Dawson Slaughter, Chair

Date:_____

**CENTRAL EMERGENCY SERVICES
AREA BOARD**

Ryan Kapp, Chair

Date:_____

KENAI PENINSULA BOROUGH

Charlie Pierce, Mayor

Date:_____

ATTEST:

**APPROVED as to Form and Legal
Sufficiency**

Johni Blankenship, MMC, Borough Clerk

Patty Burley, Deputy Borough Attorney