

Introduced by:	Mayor
Date:	02/16/21
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2021-013**

**A RESOLUTION APPROVING MUTUAL AID AND AUTOMATIC AID  
AGREEMENTS AND OPERATIONAL PLANS BETWEEN WESTERN EMERGENCY  
SERVICE AREA AND KACHEMAK EMERGENCY SERVICE AREA FOR FIRE  
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 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 service and fire response personnel and apparatus when required; and
- WHEREAS,** mutual aid and 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,** the Alaska Administrative Code authorizes state certified emergency 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 between Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) 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 or mutual 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 Insurance Services Office (ISO) when automatic aid and/or mutual agreements are in effect; and

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

**WHEREAS,** at its meeting of January 14, 2021 the Kachemak Emergency Service Area Board unanimously recommended approval;

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

**SECTION 1.** That mutual aid and automatic aid agreements between WESA and KESA serve the best interests of Kenai Peninsula residents and visitors 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 attached hereto are hereby approved and the WESA and KESA 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 respective 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 OF FEBRUARY, 2021.**

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 KACHEMAK**  
**EMERGENCY SERVICE AREA**

This Operational Plan (Plan) between Kenai Peninsula Borough on behalf of the Western Emergency Service Area (WESA) and the Kachemak Emergency Service Area (KESA) 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 KESA. 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 KESA On-Scene Incident Commander (OIC). The KESA OIC retains the option to direct the responding department to any other location as needed within the KESA jurisdiction.
- b. A WESA medic unit may be requested within the KESA jurisdiction. The response will be at least a BLS unit with a minimum of two (2) personnel. Upon dispatch, the KESA OIC may alter the manning level of apparatus to best suit the needs of call.
- c. For fire responses, KESA 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 KESA 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: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Johni Blankenship, 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 KACHEMAK 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 KACHEMAK EMERGENCY SERVICE AREA (KESA) 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 department for the purpose of assisting in fighting fires or responding to other emergency incidents.
- b. Requests for mutual aid may include direct response to the incident(s), cover assignments, or any other form of 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, 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. 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 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".

**WESTERN EMERGENCY SERVICE  
AREA (WESA)**

\_\_\_\_\_  
Jon Marsh, Fire Chief

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA (KESA)**

\_\_\_\_\_  
Bob Cicciarella, Fire Chief

Date: \_\_\_\_\_

**WESTERN EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Dawson Slaughter, Chair

Date: \_\_\_\_\_

**KACHEMAK EMERGENCY SERVICE  
AREA BOARD**

\_\_\_\_\_  
Matthew Schneyer, Chair

Date: \_\_\_\_\_

**KENAI PENINSULA BOROUGH**

\_\_\_\_\_  
Charlie Pierce, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED as to form and legal  
Sufficiency**

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Johni Blankenship, Borough Clerk

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Patty Burley, Deputy Borough Attorney