

Introduced by: Mayor
Date: 12/06/11
Action: Adopted
Vote: 9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2011-111**

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT AND THE INITIAL OPERATIONAL PLAN BETWEEN THE ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (“APFEMSA”) AND KACHEMAK EMERGENCY SERVICE AREA (“KESA”)

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, 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, therefore, future amendments to the operational plans have been left to the discretion of the agencies; and

WHEREAS, the next meeting of the Anchor Point Fire and Emergency Medical Service Area Board is scheduled for December 14, 2011; and

WHEREAS, the next meeting of the Kachemak Emergency Service Area Board is scheduled for December 15, 2011; and

WHEREAS, time is of the essence to implement a mutual aid agreement between the two service areas;

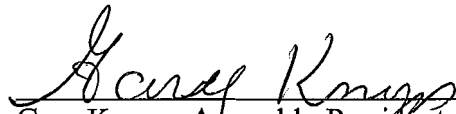
NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. The attached mutual aid agreement between APFEMSA and KESA is hereby approved. The Mayor is authorized to execute the mutual aid agreement.

SECTION 2. The initial operational plan accompanying this resolution is hereby approved and the Chiefs of APFEMSA and KESA 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.

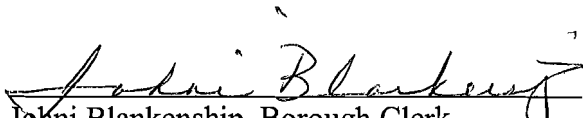
SECTION 3. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 6TH DAY OF DECEMBER, 2011.

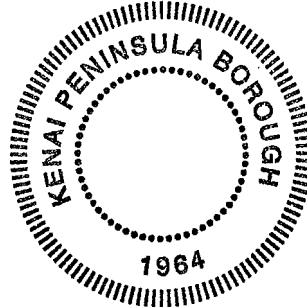


Gary Knopp, Assembly President

ATTEST:



Johni Blankenship, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp
No: None
Absent: None

MUTUAL AID AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between ANCHOR POINT FIRE AND EMERGENCY MEDICAL SERVICE AREA (APFEMSA) and the KACHEMAK EMERGENCY SERVICE AREA (KESA) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests. Aid may be requested by either service area in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed. Requests for aid shall include as much detail as circumstance and time allow.

2. Response to Mutual Aid Request. The senior officer on duty at the requested service area 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 service area's ability to meet its responsibility within its own jurisdictional area. The senior officer at the requested service area shall promptly notify the requesting service area of the level of response, if any, the requested service area will provide. Service areas that cannot meet a request should document in writing why the request could not be met.

3. Emergencies - Information Provided. Upon dispatch by the requested service area, the requesting service area shall at a minimum:
 - a. give concise directions as to the location of the emergency and/or to the location at which the requested service area's equipment/personnel will be staged;
 - b. describe the type of emergency, and provide a description of the planned utilization of the requested service area's resources; and
 - c. provide communications channels for command functions as well as any tactical channels.

4. Command Authority. Upon arrival of the requested service area's resources at the incident scene, staging area, or cover assignment location, all such personnel, equipment, and materials shall remain under the command of the requested service area's senior responding personnel. The requested service area's senior responding personnel shall report to and operate under the direction of the requesting (jurisdictional) service area's Incident Command ("IC"). In no case shall any equipment be loaned for use to personnel who have not been trained in its use.

5. Responsibility for Liability. Each service area shall bear its own costs for responding to requests for aid under this Agreement. Each responding service area shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene, and returning to the station of origin. In rendering emergency services, each service area will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.

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 service area, such withdrawal may be initiated at the sole discretion of the requested service area'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 service area's senior personnel, if she/he determines that the requested service area's personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested service area's personnel do not have the training or resources to accomplish the requested assignment.

c. In either case, the requested service area's senior personnel shall coordinate the withdrawal or assignment turn down with the requesting service area's IC in such a manner as to best mitigate the consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either service area.

7. Withdrawal from Agreement. This Agreement shall continue until either service area gives thirty (30) days notice of its withdrawal, in writing, to the other service area.

8. Training. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each service area.

9. Annual Operating Plan. Annual operating plans shall be cooperatively developed by the service areas and become part of this Agreement upon execution by the service area Chiefs and Borough Mayor. 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 AND EMERGENCY MEDICAL SERVICE AREA

By: _____

Its: President, APFEMSA Board

Dated: _____

Approved by Resolution No. _____

KACHEMAK EMERGENCY SERVICE AREA

By: _____

Its: President, KESA Board

Dated: _____

Approved by Resolution No. _____

KENAI PENINSULA BOROUGH

By: _____

Its: Mayor

Dated: _____

Approved by
KPB Resolution No. _____

ATTEST:

APPROVED AS TO FORM and
LEGAL SUFFICIENCY

Borough Clerk

Assistant Borough Attorney

**Exhibit A to Mutual Aid Agreement
2011/12 Operations Plan
Anchor Point Fire and Emergency Medical Service Area/ Kachemak Emergency Service
Area**

This Agreement between Anchor Point Fire and Emergency Medical Service Area (“APFEMSA”) and Kachemak Emergency Service Area (“KESA”) is for the exchange of emergency services, equipment, facilities and personnel pursuant to the Mutual Aid Agreement between these services areas dated _____.

The purpose of this Operations Plan is to outline the day-to-day procedures for carrying out a mutual aid response between the above service areas.

I. AMOUNT AND TYPE OF ASSISTANCE

Each service area may provide equipment, apparatus and personnel as necessary and available to respond. The responding service area must retain sufficient equipment, apparatus and personnel to ensure a reasonable level of fire and emergency response within its own jurisdictional boundaries.

II. AREA COVERED

- a. The jurisdictional boundaries of APFEMSA are as described in KP16.60.010.
- b. The jurisdictional boundaries of KESA are as described in KP16.20.010
- c. The service areas shall exchange map books of their jurisdictional areas, and/or other maps as available.

III. TRAINING

Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each service area, with a higher frequency of joint training sessions recommended.

IV. COMMUNICATIONS

RADIO – Representatives of the responding service areas, after notifying their dispatch center they are en route, will switch to the requesting service area’s command channel, and advise they are en route. In all cases the incoming party will communicate with Incident Command (IC) unless advised otherwise by IC. Radio traffic will be kept to a minimum. Clear text will be used.

V. INCIDENT COMMAND

Each service area shall use the Incident Command System, ICS, within the National Incident Management System, NIMS.

VI. INCIDENT REPORTING

Each service area shall be responsible for documenting the incident to satisfy their respective service area's needs, state and national requirements.

VII. REVISIONS

Annual Operational Plans shall be cooperatively developed and become part of the Mutual Aid Agreement upon execution by the Kenai Peninsula Borough Mayor.

AGREED:

ANCHOR POINT FIRE AND EMERGENCY
MEDICAL SERVICE AREA.

By: _____
Its: Chief
Date: _____

AGREED:

KACHEMAK EMERGENCY SERVICE
AREA

By: _____
Its: Chief
Date: _____

APPROVED:
KENAI PENINSULA BOROUGH

By: _____
Its: Mayor
Date: _____

APPROVED AS TO FORM and
LEGAL SUFFICIENCY

Assistant Borough Attorney

Approved by
KPB Resolution No. 2011-_____

ATTEST:

Borough Clerk