


AR 2002-10

CLERK'S OFFICE
AMENDED AND APPROVED
Date: 1-8-02

ANCHORAGE, ALASKA
AR NO. 2002-10

Submitted by: Chairman of the Assembly at the
Request of the Mayor
Department of Law
Prepared by: 
For reading: January 8, 2002

1 A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROVING AND ADOPTING
2 THE AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION WITH THE
3 MATANUSKA-SUSTITNA BOROUGH.

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5 WHEREAS, the risk of a major disaster in Anchorage or the Matanuska-Sustitna Borough is a real
6 and imminent threat; and

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8 WHEREAS, the resources of the Municipality of Anchorage or the Matanuska-Sustitna Borough fire
9 departments could be rapidly depleted in the event of a major disaster; and

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11 WHEREAS, it is in the best interest of both the Municipality of Anchorage and the Matanuska-
12 Sustitna Borough to share resources, if needed, in the event of a major disaster; and

13
14 WHEREAS, the Municipality of Anchorage and the Matanuska-Sustitna Borough have developed
15 a mutual aid agreement under the authority of Alaska Statutes (AS) 29.35.010(13) and AS 18.70.150
16 to share resources in the event of a major disaster; now therefore,

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18 THE ANCHORAGE ASSEMBLY RESOLVES:

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20 Section 1. Pursuant to AM No. 19-2002 the Agreement for Automatic Aid in Fire Protection
21 with the Matanuska-Sustitna Borough is hereby approved and adopted.
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23 Section 2. This resolution shall become effective immediately upon its passage and approval by the
24 Assembly.

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26 PASSED AND APPROVED by the Anchorage Assembly this 8th day of January, 2002.

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Chair of the Assembly

Municipal Clerk

MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

AM No. 19 - 2002

Meeting Date: January 8, 2002

From: Mayor
Subject: Agreement for Automatic Aid in Fire Protection with the Matanuska-Susitna Borough

Given the recent events in the United States, the risk of a major disaster in Anchorage or the Matanuska-Susitna Borough is a real and imminent threat. The resources of the respective fire departments could be rapidly depleted in the event of a major disaster. It is in the best interest of both the Municipality of Anchorage (Municipality) and the Matanuska-Susitna Borough (Borough) to share resources, if needed, in the event of a major disaster. The Municipality and the Borough have developed a mutual aid agreement under the authority of Alaska Statutes (AS) 29.35.010(13) and AS 18.70.150 (A copy of which is attached).

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE MUTUAL AID AGREEMENT BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE MATANUSKA-SUSITNA BOROUGH FOR FIRE PROTECTION SERVICES.

Prepared By:

William A. Greene
Municipal Attorney

Concur:

John Fullenwider,
Chief Anchorage Fire Department

Concur:

Harry J. Kiehl, Jr.
Municipal Manager

Respectfully submitted

George P. Wuerch
Mayor

AGREEMENT FOR AUTOMATIC AID IN FIRE PROTECTION

By and among the

Matanuska-Susitna Borough

Municipality of Anchorage

- I. **Purpose:** This agreement establishes the policies and procedures whereby participants hereto provide automatic aid to each other in fire prevention, the protection of life and property from fire, rescue and wildland fire. Service shall be mutually provided and the extent of services shall be governed by the capability of any participant to provide requested services. The participants in this agreement are the Matanuska-Susitna Borough and the Municipality of Anchorage.
- II. **Authority:** This intergovernmental agreement for providing Mutual aid emergency services between the Matanuska-Susitna Borough and the Municipality of Anchorage is authorized pursuant to Alaska Constitution, Article 10 § 13, A.S. 29.35.010(13), A.S. 18.70.150 and Anchorage Municipal Code (A.M.C.) 3.20.060.C.4.b.
- III. **Insurance:** The Matanuska-Susitna Borough and the Municipality of Anchorage agree to maintain general liability and auto liability limits, including self-insured retention of up to \$2,000,000, no less than:

\$2,000,000 Bodily Injury
\$2,000,000 Personal Injury
\$2,000,000 Property Damage
\$2,000,000 General Aggregate

The Matanuska-Susitna Borough and the Municipality of Anchorage agree to Maintain Worker's Compensation insurance, which shall be statutory as required by the State of Alaska. Employers' liability shall maintain limits no less than:

Bodily injury by Accident	\$1,000.000 Each Accident
Bodily injury by Disease	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit

IV. **Jurisdiction; Choice of Law, Severability:**

Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

If any section or clause of this agreement is held invalid by a court of law of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.

V. General:

The Director of the Matanuska-Susitna Borough Department of Public Safety is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested. He will also be responsible for scheduling and conducting a semi-annual meeting to be attended by representatives of each participating agency. This does not prevent a special meeting to be held when requested by a participating agency.

1. This contract shall only be amended, modified or changed by a writing executed by authorized representatives of the parties
2. For the purpose of any amendment, modification, or changes to the terms and conditions of this contract, the only authorized representatives of the parties are:
 - (i) Matanuska-Susitna Borough, Borough Manager
 - (ii) Municipality of Anchorage, Municipal Manager
3. Any attempt to amend, modify or change this contract by either an unauthorized representative or unauthorized means shall be void.

VI. Terms of Agreement:

1. It is agreed that the participants will assist each other as outlined in **Section ~~VIII~~ Responsibilities.**
VII
2. It is further specifically agreed and understood by and among the parties hereto that this Agreement does not and shall not create any monetary contractual obligations between and among the parties.
3. No additional manpower and resources are required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the mutual aid provider responding to the incident.
4. In the event of mobilization, support under the terms of this Agreement will be provided on the basis of availability at the sole discretion of the

mutual aid provider and will continue as long as the mutual aid provider is able to provide assistance.

VII. Responsibilities:

1. The protection area of this agreement shall include all lands, public and private, situated within the boundaries of the Matanuska-Susitna Borough and the Municipality of Anchorage.
2. In recognition of the urgent necessity for immediate and swift response in the event of fires or disasters occurring within the area subject to this agreement, and in order to protect human life and to assure minimum damage to and destruction of property, the parties agree to render assistance to each other in firefighting and rescue, within operational capability using resources available at that time, when assistance is requested.
3. Wildland/Brush fire within the Matanuska-Susitna Fire Service Areas and the Municipality of Anchorage are subject to the current Cooperative Agreement with the State of Alaska, Division of Forestry as outlined in the current Annual Operating Plan.
4. The Anchorage Fire Chief or designee, or Mat-Su Borough Director of Public Safety or designee may request assistance from any or all participants to this agreement. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. The dispatch and response of emergency fire and rescue equipment for incidents in the Borough and the Municipality of Anchorage are subject to the procedures established in the current "Emergency Fire Response Plan and Operational Guidelines".
 - b. The responding department shall report to the Incident Commander or Officer in Charge of the incident and shall be subject to the direction of that Incident Commander or Officer in Charge.
 - c. In the event of a major incident such as a conflagration or Type II or Type I wildland fire in the Municipality of Anchorage that may impact the Matanuska-Susitna Borough, a unified command will be established between the Incident Commander or Officer in Charge of the Municipality and the Matanuska-Susitna Borough Department of Public Safety Director or his designee.
 - d. Mutual aid resources shall be released as soon as their services are no longer required. Mutual aid resources may have to be released

from the incident scene, if an emergency occurs within their primary response area.

5. In no event shall the fire department of one of the mutual aid providers to this agreement aid a fire department of another mutual aid provider if, by so doing, the area of the mutual aid provider responding to the aid of another would be placed in jeopardy. The decision shall be made at the sole discretion of the Anchorage Fire Chief, or Mat-Su Borough Director of Public Safety.

VIII. Waiver, Non-Waiver:

1. Each party waives all claims against every other mutual aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.
2. The failure of the Borough or Municipality at any time to enforce a provision of this agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this agreement, or any part thereof, or the right of the Borough or Municipality to thereafter to enforce each and every protection thereof.

IX. Interest, Non-Benefit:

1. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part thereof or to any benefit to arise from this agreement. No member of the legislature or officer of the state of Alaska or the Borough shall be admitted to any share or part hereof, or to any benefit to arise from this agreement.
2. No officer, member, or employee of the Borough or Municipality and no member of their governing bodies, and no other public official of the governing bodies shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this agreement.

X. Nondiscrimination:

In performing its duties under this agreement, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, status as a disabled veteran, or veteran of the Vietnam War era.

XI. Review, Negotiation or Amendment, Modification:

1. This agreement will be reviewed annually by the mutual aid providers each February and will be up for renewal every five (5) years.
2. The Borough and the Municipality of Anchorage, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this agreement. Requests to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Such written request will be submitted to the Matanuska-Susitna Borough Department of Public Safety Director or the Municipality of Anchorage Fire Chief.
3. This agreement will remain in effect for five (5) years unless otherwise amended or terminated. Upon approval by all mutual aid providers, the amendment(s) or modification(s) will be attached to and become part of this document.

XII. Integration:

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. In the event of conflict in the terms and conditions, the following documents are incorporated by reference into this agreement as being fully set forth herein.

Emergency Fire Response Plan and Operational Guidelines.

The Mat-Su Area Coordinated Wildfire Disaster Response Plan.

The Matanuska-Susitna Borough Fire Services Wildland/Urban Interface Task Force Guidelines Conditions.

Termination:

This agreement may be terminated at any time upon the mutual consent of the parties.

Termination for Convenience:

The Matanuska-Susitna Borough or the Municipality of Anchorage may terminate this agreement at any time by giving written notice to the other party(s) of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days notice of such termination. In that event,

all equipment, vehicles, supplies, reports, or other materials shall be returned to their respective owners.

XV. Interpretation and Enforcement:

The mutual aid providers following negotiations between them are executing this agreement. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions, but are for identification purposed only.

XVI. Understanding:

The Matanuska-Susitna Borough and the Municipality of Anchorage acknowledge that they have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and is executing this agreement of their own free will.

XVII. Implementation Clause:

This agreement is effective upon the approval by resolution by the Municipality of Anchorage Assembly and the Matanuska-Susitna Borough Assembly.

Matanuska-Susitna Borough

Kevin Koechlein, Public Safety Director

Date

John Duffy, Borough Manager

Date

Municipality of Anchorage

John H. Fullenwider
John H. Fullenwider, Fire Chief

11/5/01
Date

Harry J. Kieling, Municipal Manager

Date

Adopted: 08/07/01

MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 01-077

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY APPROVING
A MUTUAL AID AGREEMENT FOR FIRE PROTECTION WITH THE MUNICIPALITY
OF ANCHORAGE.

WHEREAS, the risk for catastrophic fire remains a real and
potential risk for the Matanuska-Susitna Borough and the
Municipality of Anchorage; and

WHEREAS, the fire fighting resources of both municipalities
could be rapidly depleted during a major event; and

WHEREAS, both municipalities would benefit from a mutual aid
agreement and procedure to render emergency assistance to the
other; and

WHEREAS, both municipalities have worked together to develop
a mutual aid agreement under the authority of AS 29.35.010(13)
and AS 18.70.150 to provide additional emergency fire fighting
capability; and

WHEREAS, under Alaska State statutes each municipality that
is a party to the mutual aid agreement must adopt the agreement
by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Matanuska-Susitna
Borough Assembly hereby approves and adopts the Agreement for
Automatic Aid in Fire Protection between the Matanuska-Susitna
Borough and the Municipality of Anchorage and authorizes the
borough manager to sign the agreement.

Ar 2002-10

DATE PREPARED

M.O.A.
2001 DEC 24 PM 12:44
CLERKS OF C.E.