

Introduced By: Mayor John Eberhart  
Introduced: January 20, 2014

**RESOLUTION NO. 4607**

**A RESOLUTION ACCEPTING AGREEMENTS FOR MUTUAL AID IN  
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

**WHEREAS**, the City of Fairbanks wishes to continue participating in agreements for mutual aid in fire protection and other emergencies; and

**WHEREAS**, local fire and EMS agencies have developed an agreement for mutual aid in fire protection and EMS through the Fairbanks North Star Borough,


**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. That the Mayor is given authority to sign the attached "MUTUAL AID AGREEMENT FOR FIRE PROTECTION SERVICES" and "EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT BETWEEN THE FAIRBANKS NORTH STAR BOROUGH AND ITS EMS CONTRACTORS AND ADJACENT ENTITIES PROVIDING LIKE SERVICES"; and

2. That the Mayor is given authority to sign any and all revised extensions of these agreements that may contain minor changes; and

3. That any major modifications to these agreements will be brought back to the Council for approval.

**Passed and Approved and Effective this 20th Day of January 2013.**



**John Eberhart, City Mayor**

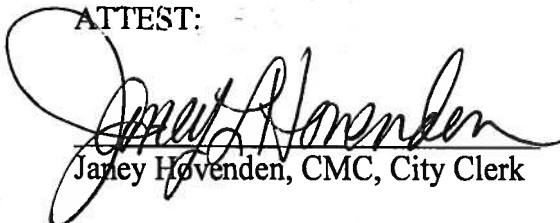
**AYES:** PASSED and APPROVED on Consent Agenda

**NAYS:** None

**ABSENT:** None

**APPROVED:** January 20, 2014

**ATTEST:**



Jarley Hovenden, CMC, City Clerk

**APPROVED AS TO FORM:**



Paul J. Ewers, City Attorney

# **EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT BETWEEN THE FAIRBANKS NORTH STAR BOROUGH AND ITS EMS CONTRACTORS, AND ADJACENT ENTITIES PROVIDING LIKE SERVICES**

THIS AGREEMENT is made and entered into effect, by the Fairbanks North Star Borough (FNSB) and its EMS contractors (Chena - Goldstream Fire and Rescue, Ester Volunteer Fire Department, North Star Volunteer Fire Department, Salcha Fire and Rescue, Steese Volunteer Fire Department, University Fire Department), and the City of Fairbanks, the City of North Pole, the City of Nenana, Fairbanks International Airport, US Army-Fort Wainwright Post, and US Air Force-Eielson AFB (referred to hereafter as "the adjacent entities") who have duly executed this Agreement.

NOW THEREFORE,

WHEREAS, the Fairbanks North Star Borough and its contractors, and the adjacent entities recognize the necessity to cooperate and work together to provide for emergency medical service mutual aid and contingency assistance; and

WHEREAS, all parties further recognize the need to provide for a legal means to go to the aid of another emergency medical service within or outside its service area, and to receive aid from another emergency medical service within or outside of its service area, during multiple casualty incidents or other situations as defined in this agreement; and

WHEREAS, pursuant to 7 AAC 26.285, a state-certified emergency medical service may enter into a mutual aid agreement with another state-certified emergency medical service by written agreement of the officers in charge of the services, and the Fairbanks North Star Borough Assembly authorized an emergency medical service mutual aid agreement through the passage of Resolution No. 2010-11 .

WHEREAS, the City of Fairbanks, the City of North Pole, and the City of Nenana have authorized an emergency service mutual aid agreement through the passage of resolutions or ordinances by their respective governing body.

**IT IS HEREBY AGREED AS FOLLOWS:**

## **SECTION 1. Definitions:**

As used herein:

- a. "Requesting Entity," shall mean the Entity requesting aid, and
- b. "Responding Entity," shall mean the Entity affording or responding to a call for aid.

## **SECTION 2. Mutual Aid and Contingency Agreement**

a. The FNSB, its contractors, and the adjacent entities mutually agree to provide emergency medical service (EMS) mutual aid and contingency service (move-ups) to each other when requested as personnel and equipment will allow. Each entity that is a party to this agreement agrees to maintain its state certification to provide EMS services.

b. Each entity represents that it owns and maintains the equipment and retains the personnel sufficient to provide services to its primary response area, and this Agreement is intended to provide for unexpected and emergency needs only.

### **SECTION 3. Authority to Request to Provide Assistance**

a. The authority to make requests for assistance or to provide aid under this agreement shall reside with the requesting entity's command personnel or the command personnel's designee. For purposes of this agreement, the "requesting entity" shall mean the incident commander or the incident commander's designee asking for assistance and the "responding entity" shall mean an officer/supervisor or designee sending assistance. Any entity shall have the right to request assistance from the other entities subject to the terms and conditions of this Agreement.

b. The Emergency Communications Center will dispatch mutual aid entities as requested by command personnel when necessary. All parties are empowered to set up automatic aid protocols in the Emergency Communications Center as needed.

### **SECTION 4. Requesting Assistance**

An entity may request assistance from any other entity if confronted with an emergency situation at which the requesting entity has need for equipment or personnel in excess of that available at the requesting entity's facilities. It is further understood that this aid is mutual and that the requesting entity is initiating a response to the incident unless extenuating circumstances preclude such a response.

### **SECTION 5. Responses to Request**

a. Upon request, a responding entity, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting entity.

b. Upon receipt of a request as provided for in Section 4 of this Agreement, the Commanding Officer of the entity receiving the request (also known as the responding entity) shall immediately take the following action:

(1) Determine if the responding entity has equipment and personnel available to respond to the request of the requesting entity and determine the type of the equipment and number of personnel available.

(2) Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.

(3) In the event the requested equipment and personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

(4) In the event the requested equipment or personnel are not available, then the Commanding Officer shall immediately advise the requesting entity of such fact.

## **SECTION 6. Personnel and Equipment Provided**

a. The requesting entity shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

b. The final decision on the amount and type of equipment to be sent shall be solely that of the responding entity.

c. No entity shall make any claim whatsoever against another entity for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding entity that such personnel and equipment are either not available or are needed to provide service in the entity's response area.

## **SECTION 7. Command and Control at the Emergency Scene**

a. All entities have established NIMS Incident Command System (ICS) standard operating procedures or similar, and will implement them on all incidents involving mutual aid or contingency responses.

b. The responding entity's personnel and equipment shall report to the incident commander or other appropriate officer of the requesting entity. The person in charge of the responding entity shall meet with the incident commander or appropriate officer of the requesting entity for a briefing and assignment.

c. The person in charge of the responding entity shall retain control of the responding entity's personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or officer.

d. The responding entity's personnel and equipment shall be released by the requesting entity when the services of the responding entity are no longer required or when the responding entity's resources are needed in their primary response area. Responding entity personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate officer that they are needed in the entity's primary response area.

e. It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

## **SECTION 8. Reporting and Record keeping**

All entities shall maintain records regarding the frequency of the use of this agreement and shall share said records upon request with the other parties to this agreement. Each entity shall maintain individual patient care reports for all responses when generated.

### **SECTION 9. No Reimbursement for Costs**

No entity shall be required to reimburse any other entity for the cost of providing the services set forth in this Agreement for mutual aid services. Each entity shall pay its own costs (e.g. salaries, repairs, materials, compensation, insurance, etc.) for responding to requests for mutual aid or contingency response.

### **SECTION 10. Fees for Ambulance Service**

Entities providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing and collection activity.

### **SECTION 11. Liability**

a. Each responding entity hereby waives all claims against each requesting entity for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement.

b. A responding entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

### **SECTION 12. Insurance**

Each entity shall procure and maintain such insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. Entities may self-insure when appropriate.

### **SECTION 13. Conflict Resolution**

From time to time, personnel from one entity or another may have some concerns or questions regarding this agreement or the working relationship of the parties. Should any such issues arise, they should be first dealt with by the entity's chain of command to provide answers or resolution.

### **SECTION 14. Term of Agreement**

This agreement shall be in full force and effect upon execution by all entities hereto. This agreement shall remain indefinitely, provided, however, that any entity may terminate its participation in this agreement, at any time and for any reason, by giving thirty days written notice to all parties to this agreement. The agreement will remain in full force with the remaining agencies. The agreement may be amended by agreement of all of the entities if needed.

**SECTION 15. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Fairbanks North Star Borough (FNSB): \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Chena Goldstream Fire&Rescue: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Ester Vol. Fire Department: \_\_\_\_\_ Date: \_\_\_\_\_  
President

North Star Vol. Fire Department: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Salcha Fire & Rescue: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Steese Area Vol. Fire Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
President

University of Alaska Fairbanks: \_\_\_\_\_ Date: \_\_\_\_\_  
Vice Chancellor

Fairbanks International Airport \_\_\_\_\_ Date: \_\_\_\_\_  
Airport Manager or delegate

US Army-Fort Wainwright \_\_\_\_\_ Date: \_\_\_\_\_  
Post Commander or delegate

USAF-Eielson AFB \_\_\_\_\_ Date: \_\_\_\_\_  
Base Commander or delegate

City of Fairbanks: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

City of North Pole: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

City of Nenana: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

## MUTUAL AID AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made by and between the City of Fairbanks, City of North Pole, Fort Wainwright, Eielson Air Force Base (acting pursuant to the authority of 42 U.S.C. 1856a), Fairbanks International Airport, the Fairbanks North Star Borough fire service areas, Steese Volunteer Fire Department, Ester Volunteer Fire Department, Chena-Goldstream Fire & Rescue, North Star Volunteer Fire Department, University Fire Department, and Salcha Fire & Rescue.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in fire protection; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in order to provide fire protection services; and

WHEREAS, in the event of a fire or other emergency, a party may need the assistance of another party to this Agreement to provide supplemental fire equipment and/or personnel support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a fire, or other emergency; and

WHEREAS, the equipment and personnel of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a request for mutual aid; now, therefore,

### IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE** The stated purpose of the Mutual Aid Agreement is to provide mutual assistance to the parties for fire protection services outside the normal scope of what each party regularly provides.
2. **GENERAL TERMS** In order to be a participant in this agreement, a fire department must be registered with the State of Alaska Fire Marshal's office. The parties agree that the President of the Interior Fire Chiefs Association is designated as a coordinator for all parties to this Agreement.
3. **REQUEST FOR ASSISTANCE** The Incident Commander of the party at an emergency within the boundaries of that party's geographical jurisdiction (also known as the Requesting Party) is authorized to request assistance from another party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.
4. **RESPONSE TO REQUEST** Upon receipt of a request as provided for in Paragraph No. 3 of this Agreement the Chief Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

- A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
  - B. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
  - C. In the event the requested equipment and/or personnel are available, then the Chief Officer may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
  - D. In the event the requested equipment and/or personnel are not available, then the Chief Officer shall immediately advise the Requesting Party of such fact.
5. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE** All parties agree to implement the National Incident Management System during mutual aid responses and to follow the area-wide accountability and area-wide communications plans. The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation. If an emergency in the Responding Party's own jurisdiction occurs during a response to a request, the Responding Party must be released by the Incident Commander prior to departing the scene. The Incident Commander will not unreasonably withhold consent to release a Responding Party in the event of an emergency.
6. **LIABILITY** Each responding entity hereby waives all claims against each requesting entity for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement.
- A responding entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.
7. **POST RESPONSE RESPONSIBILITY** Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel. All entities shall maintain records regarding the frequency of the use of this agreement and shall share said records upon request with the other parties to this agreement.
8. **COMPENSATION** Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying worker's compensation insurance upon said employees; and



each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. Nothing in this section prevents a party from filing claims for firefighting costs and losses under 15 U.S.C. §2210 and 44 C.F.R. Part 151.

9. **INSURANCE** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
10. **PRE-INCIDENT PLANNING** The Chief Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
11. **SHARED PURCHASING** This agreement creates no obligation for joint or cooperative acquiring, holding and/or disposal of real or personal property.
12. **ADMINISTRATION AND FINANCE** There is not hereby created any separate or legal administrative entity by this agreement. Each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Chief Officers.
13. **TERMINATION AND AMENDMENT**
  - A. This Agreement shall remain in full force and effect unless terminated. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate the party's participation in this Agreement on the date specified therein unless rescinded prior in writing.
  - B. Review, re-negotiation or amendment of this agreement may be initiated at any time upon written request of any party hereto. Amendments must be approved by all parties hereto, and will be attached to and become part of this Agreement only upon execution by all parties.
14. **AGREEMENT NOT EXCLUSIVE** This agreement is not intended to be exclusive as between parties hereto. Each of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Aid Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

15. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Fairbanks North Star Borough (FNSB): \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Chena Goldstream Fire&Rescue: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Ester Vol. Fire Department: \_\_\_\_\_ Date: \_\_\_\_\_  
President

North Star Vol. Fire Department: \_\_\_\_\_ Date: \_\_\_\_\_  
President

Salcha Fire and Rescue \_\_\_\_\_ Date: \_\_\_\_\_  
President

Steese Area Vol. Fire Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
President

University of Alaska Fairbanks: \_\_\_\_\_ Date: \_\_\_\_\_  
Vice Chancellor

City of Fairbanks: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

City of North Pole: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

US Army-Fort Wainwright \_\_\_\_\_ Date: \_\_\_\_\_  
Post Commander or delegate

USAF-Eielson AFB \_\_\_\_\_ Date: \_\_\_\_\_  
Base Commander or delegate

Fairbanks International Airport \_\_\_\_\_ Date: \_\_\_\_\_  
Airport Manager or delegate