

ORDINANCE NO. 6111

**AN ORDINANCE TO ENTER INTO A CONTRACT WITH THE
FAIRBANKS NORTH STAR BOROUGH FOR FIRE SERVICE FOR THE
BOROUGH'S LAND FILL**

WHEREAS, the FNSB operates a landfill that is outside of City limits; and

WHEREAS, the City has been called upon to suppress fires at this landfill; and

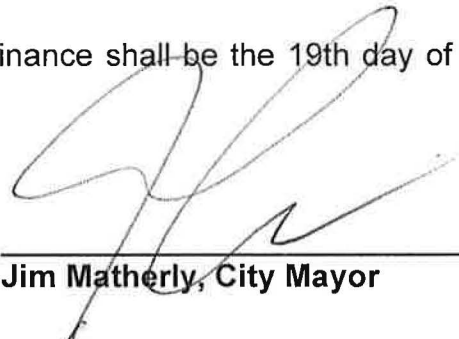
WHEREAS, the City has no formal contract with the FNSB to recoup City costs for fighting these fires; and

WHEREAS, FGC Sec. 2-656 allows the City to provide services to entities outside the City's boundaries with the approval of the City Council by ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. The Council approves the provision of firefighting services to the Fairbanks North Star Borough's landfill under the terms and conditions set out in Attachment A.

Section 2. That the effective date of this Ordinance shall be the 19th day of October 2019.



Jim Matherly, City Mayor

AYES: Kun, Ottersten, Therrien, Pruhs, Cleworth, Rogers


NAYS: None

ABSENT: None

ADOPTED: October 14, 2019

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, City Clerk

Paul J. Ewers, City Attorney



Fairbanks North Star Borough Solid Waste Division

455 Sanduri Street • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1482 • FAX 459-1169

ATTACHMENT "A" TO CITY ORDINANCE NO. 6111

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS NORTH STAR BOROUGH FOR FIRE PROTECTION AT THE FAIRBANKS NORTH STAR BOROUGH SOLID WASTE FACILITY

This Contract is entered into between the Fairbanks North Star Borough, hereinafter referred to as the "Borough," and the City of Fairbanks, hereinafter referred to as the "City," for the purpose of securing fire service to a portion of the Borough that is located outside the City of Fairbanks boundaries.

1. Scope of Work

The City agrees to provide fire suppression services to the Borough Solid Waste Facility, which is located at 455 Sanduri Street, Fairbanks, AK. The legal description is Tracts A, B, and C as depicted on that Record of Survey, Recorded May 7, 1996 as Instrument No. 96-60, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska AND A parcel of land described in the Corrective Deed recorded Book 980 Page 40 of the Fairbanks Recording District, Fourth Judicial District, State of Alaska as: Commencing at the Section Corner common to Sections 23, 24, 25 and 26, of T.1S., R.1W., F.M., thence; S00°04'52"E 1319.7' to the Point of Beginning, thence; S00°04'52"E 1757.90', thence; S88°26'53"W 2,405.08' to a Point of Curvature, thence; westerly along an arc to the right with a radius of 1,808.91' a distance of 239.14' to a point on the North-South center quarter line of Section 26, thence; N00°03'30W 1,815.41', thence; S89°57'47"E a distance of 2,642.35' to the Point of Beginning. Excepting therefrom Tract B, as depicted on that Record of Survey, Recorded May 7, 1996 as Instrument No. 96-60, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, Comprising 249.49 acres, more or less.

2. Compensation

The City's fire suppression response shall be at the same level as would be the case for similar fire responses inside the city boundary. The City of Fairbanks will charge \$10,000 per year to respond to fire related incidents at the landfill.

3. Effective Dates

This Contract shall be effective beginning on the date it is signed by both parties through June 30, 2020.

- A. This Contract may be extended for up to four additional one-year periods, upon mutual written agreement by both parties.
- B. This Contract may be terminated:
 - I. By mutual consent of the parties, expressed in writing; or
 - II. By either party upon sixty days written notice to the other party; or

III. By the Borough, if there are insufficient funds that have been lawfully appropriated for its performance.

4. Other Terms

- A. This Contract may not be assigned without the prior written consent of both parties.
- B. This Contract shall be binding upon, and shall inure to the benefit of, the successors and subject to any provisions relating to assignment, the assigns of the parties.
- C. This Contract may not be added to, modified or changed in any way except by mutual written agreement signed by both parties.
- D. The laws of the State of Alaska shall govern this Contract, with venue in the Fourth Judicial District, Fairbanks Alaska.
- E. The failure of either party to object to non-performance of or to seek to complete performance of, any duty under this contract shall not constitute a waiver of any subsequent breach of the same, or of any different duty.
- F. This contract constitutes the entire agreement between the Borough and the City. This Contract supersedes all previous representations and agreements between the parties. This Contract shall be binding upon the successors and assigns of each of the parties. Any amendments of this Contract shall be sequentially numbered and dated, with signatures of both the Borough and the City, specifying the scope of any changed duties and any monetary changes required by said amendments.
- G. All parties have been afforded the opportunity to review this Contract prior to signing with the assistance of counsel; this Contract shall not be interpreted against the drafter.
- H. All records kept by the City in support of this contract shall be the property of the City, but shall be made available to the Borough upon reasonable notice and at reasonable times and places.

5. Contract Representatives

FOR THE FAIRBANKS NORTH STAR BOROUGH

Solid Waste Manager
Fairbanks North Star Borough
PO Box 71267
907 Pioneer Road
Fairbanks, AK 99707
(907) 459-1365

FOR THE CITY OF FAIRBANKS

Fire Chief
1100 Cushman Street
Fairbanks, AK 99709
(907) 450-6604

APPROVED: _____ DATE: _____
Jim Matherly, Mayor
City of Fairbanks

APPROVED: _____ DATE: _____
Bryce J. Ward, Mayor
Fairbanks North Star Borough

ATTEST: _____ DATE: _____
April Trickey
Fairbanks North Star Borough Clerk

REVIEWED: _____ DATE: _____
Fairbanks North Star Borough Legal Department