

**SUBJECT:** APPROVING A RESOLUTION IMPLEMENTING THE RESCUE SERVICES AGREEMENT BETWEEN THE CITY OF PALMER AND THE MATANUSKA-SUSITNA BOROUGH FOR SERVICES THROUGH JUNE 30, 2029.

**AGENDA OF: February 20, 2024**

**Assembly Action:**

Approved under the consent agenda 02/20/24 - *emw*

**AGENDA ACTION REQUESTED:** Present to the Assembly for consideration.

Route To	Signatures
Originator	<div style="text-align: right; font-size: small;">2 / 6 / 2 0 2 4</div> X      C a s e y L a u g h l i n <hr/> Signed by: Casey Laughlin
Department Director	<div style="text-align: center; color: red; font-size: x-small;">Recoverable Signature</div> X      K e n B a r k l e y <hr/> Signed by: Ken Barkley
Finance Director	<div style="text-align: right; font-size: small;">2 / 6 / 2 0 2 4</div> X      C h e y e n n e H e i n d e l <hr/> Signed by: Cheyenne Heindel
Borough Attorney	<div style="text-align: center; color: red; font-size: x-small;">Recoverable Signature</div> X      J o h n A s c h e n b r e n n e r <hr/> Signed by: John Aschenbrenner
Borough Manager	<div style="text-align: center; color: red; font-size: x-small;">Recoverable Signature</div> X      M i c h a e l B r o w n <hr/> Signed by: Michael Brown
Borough Clerk	<div style="text-align: center; color: red; font-size: x-small;">Recoverable Signature</div> X      L o n n i e M c K e c h n i e <hr/> Signed by: Lonnie McKechnie

**ATTACHMENT (S):** Resolution Serial No. 24-027 (1 pp)  
 Rescue Services Agreement (7 pp)

**SUMMARY STATEMENT:**

Rescue Services are an areawide function, and the Department of Emergency Services must ensure there is a mechanism in place to provide the optimum level of rescue response to all areas of the Borough in the most efficient manner possible. Rescue services include responding to assist on medical emergencies with our Ambulance service, vehicle accidents, off road rescues and technical rescues.

The Matanuska Susitna Borough has for many years contracted with the City of Palmer's (Fire Department) to provide rescue services within the boundaries of the City of Palmer and the Greater Palmer

Fire Service Area, as well as when requested to assist in other areas of the Borough. The City of Palmer and the Greater Palmer Fire Service Area have the personnel necessary to deliver this service to their respective areas in a cost-effective manner.

This agreement covers the cost of providing these services by the City of Palmer at a level that is comparable to other fire service areas within the Borough. This agreement is good for five years and will be reevaluated after that time.

Section R. of the agreement is an implementation clause that states that the agreement will be effective upon the approval of a resolution by the Borough Assembly and the Palmer City Council. The Palmer City Council has approved the agreement, and the City Manager has signed it. The attached resolution will enable the Borough Manager to sign and implement the agreement.

**RECOMMENDATION OF ADMINISTRATION:** Respectfully request approval of the attached resolution to implement the Rescue Services Agreement with the City of Palmer.

# AGREEMENT FOR RESCUE SERVICES

By and Between the  
Matanuska-Susitna Borough  
and the  
City of Palmer

## A. Purposes:

This agreement establishes the policies and procedures whereby the City of Palmer provides primary Rescue Services to the City of Palmer and the Greater Palmer Consolidated Fire Service Area, and mutual/auto aid Rescue Services to other Matanuska-Susitna Borough emergency services jurisdictions when requested.

## B. Definitions:

For the purposes of this document, “rescue service” means:

- Responding to on road vehicular accidents as dispatched with an appropriate number of responders and performing all tasks associated with a vehicular rescue including, but not limited to:
  - Establishing a safety zone to include blocking traffic if necessary;
  - Assessing the situation to plan for the safest possible environment for the responders, the patients and bystanders;
  - Stabilization of the vehicle(s) including securing batteries, airbags and insuring a stable platform;
  - Using appropriate tools to provide the safest and most efficient manner of extrication including all hand tools, saws, scene lighting devices and heavy hydraulics;
  - Assisting the ambulance responders in appropriately packaging and removing any and all patients;
  - Insuring all extrication equipment is recovered;
  - Preparing all rescue apparatus as quickly as possible to be ready to respond to another call; and
  - Landing Zones- at non-approved FAA landing sites.

- Responding to off road incidents as dispatched with an appropriate number of responders and performing all tasks associated with an off road rescue including, but not limited to:
  - Insuring all responders have appropriate personal protective equipment as necessary for the environment;
  - Assessing the situation to plan for the safest possible environment for the responders, the patient and bystanders;
  - Utilizing an appropriate number of responders, snow machines, and/or ATVs as necessary to perform a safe and efficient off road recovery of the patient(s);
  - Assisting the ambulance responders and/or flight medics in appropriately packaging and removing any and all patients;
  - Insuring all equipment is recovered; and
  - Preparing all apparatus as quickly as possible to be ready to respond to another call.
- Responding as dispatched with the Matanuska-Susitna Borough Water Rescue Team, Hazardous Materials Team, and other technical rescue teams to assist with any rescue duties as requested.
- Responding as dispatched with an ambulance service to provide assistance with medical care or lifting assistance as necessary.

**C. Authority:**

This intergovernmental agreement for providing services and mutual/auto aid emergency services between the Matanuska-Susitna Borough and the City of Palmer is authorized pursuant to Alaska Constitution, Article 10 § 13, A.S. 29.35.010(13), and A.S. 18.70.150.

**D. Insurance:**

1. The City of Palmer agrees to maintain commercial general liability and auto liability limits as shown below:

Commercial General Liability  
 \$2,000,000 Each Occurrence  
 \$2,000,000 General Aggregate

Auto Liability  
 \$2,000,000 Combined Single Limit Bodily Injury & Property Damage  
 Any one Accident

2. The City of Palmer agrees to Maintain Worker's Compensation Insurance, which shall be statutory as required by the State of Alaska. Employer's liability shall maintain limits no less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

**E. 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.

**F. General:**

The Director of the Matanuska-Susitna Borough Department of Emergency Services 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.

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:
  - a. Matanuska-Susitna Borough, Borough Manager
  - b. City of Palmer, City Manager
3. Any attempt to amend, modify or change this contract by either an unauthorized representative or unauthorized means shall be void.

**G. Terms of Agreement:**

1. It is agreed that the participants will assist each other with emergency rescue response, when requested.
2. 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/auto aid provider responding to the incident.

3. 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.

#### **H. Responsibilities:**

1. The protection area of this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Greater Palmer Consolidated Fire Service Area for primary response. For mutual aid response, this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Matanuska-Susitna Borough.
2. In recognition of the urgent necessity for immediate and swift response in the event of emergency incidents requiring rescue services, and in order to protect human life and to assure minimum damage to and destruction of property, the City of Palmer agrees to provide primary response, and render assistance to the Greater Palmer Consolidated Fire Service Area and mutual aid response within the Matanuska-Susitna Borough, within operational capability using resources available at that time, when assistance is requested.
3. The responsible dispatch center or Mat-Su Borough Director of Emergency Services (or designee) may request rescue unit response from the City of Palmer. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - a. 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.
  - b. Mutual/Auto aid resources shall be released as soon as their services are no longer required. Mutual/Auto aid resources may have to be released from the incident scene, if an emergency occurs within the City of Palmer and/or the Greater Palmer Consolidated FSA primary response area.
4. In no event shall the rescue service of one of the mutual/auto aid providers to this agreement aid a jurisdiction of another mutual/auto 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 Palmer Fire Chief, or Mat-Su Borough Director of Emergency Services.
5. The City of Palmer will provide response to calls at a level equal to that of the Matanuska-Susitna Borough, and will ensure appropriate staff are trained and certified at a level equal to the Matanuska-Susitna Borough for the services provided. To further these goals, the City of Palmer may allow appropriate

staff to participate in the Matanuska-Susitna Borough's training and certification programs.

6. Subject to availability of equipment, funding, and prioritization between Departments, the Matanuska-Susitna Borough will provide the City of Palmer Fire & Rescue with specific equipment similar to the equipment it provides to its own fire departments.

**I. 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 City of Palmer 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 City of Palmer to thereafter to enforce each and every protection thereof.

**J. 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 City of Palmer 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.

**K. 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.

**L. Review, Negotiation or Amendment, Modification:**

1. This agreement may be reviewed annually by both parties no later than March 1.

2. The Borough and the City of Palmer, 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 Emergency Services Director or the City of Palmer Fire Chief.
3. Unless otherwise amended or terminated, this agreement will remain in effect for five (5) years commencing on July 1, 2024, and ending on June 30, 2029, subject to the termination provisions of Sections O. This contract may be extended an additional five (5) years by addendum.

**M. 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.

**N. Contract Pricing:**

The Matanuska-Susitna Borough will pay the City of Palmer the following amounts annually for years 1 and 2:

- (1) \$65,000 to provide rescue services as per this agreement for the first year;
- (2) \$19,000 which reflects 10% of the Palmer Fire Chief wages;
- (3) \$4,000 which reflects 10% of estimated fuel consumed in providing the services.

Years 3, 4, and 5, of this agreement will each have a 3% annual increase to the above amounts. In the event either party believes the annual adjustments are too high or too low, Borough Manager and City Manager may meet and discuss the amounts and adjustments as necessary.

**O. Termination for Convenience:**

The Matanuska-Susitna Borough or the City of Palmer may terminate this agreement at any time for any reason, or for no reason, 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.

**P. Interpretation and Enforcement:**



The City of Palmer and the Matanuska-Susitna Borough 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.

**Q. Understanding:**

The Matanuska-Susitna Borough and the City of Palmer 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 are executing this agreement of their own free will.

**R. Implementation Clause:**

This agreement is effective upon the approval by resolution by the City of Palmer Council and the Matanuska-Susitna Borough Assembly.

**Matanuska-Susitna Borough**

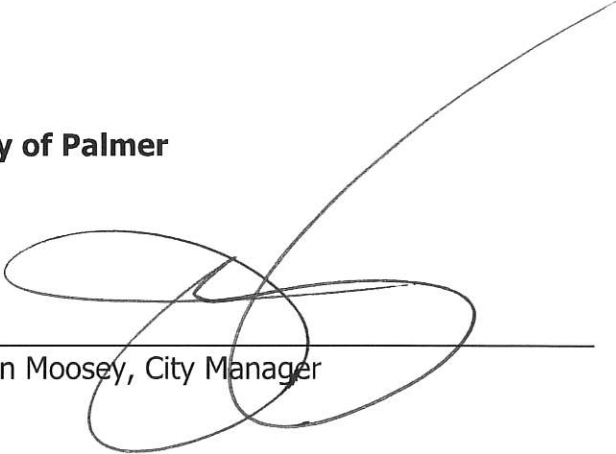
\_\_\_\_\_  
Mike Brown, Borough Manager

\_\_\_\_\_  
Date

**City of Palmer**

\_\_\_\_\_  
John Moosey, City Manager

\_\_\_\_\_  
Date



12.1.2023