



**SUBJECT:** INFORMING THE ASSEMBLY OF THE REQUEST FOR THE MANAGERS' SIGNATURE ON THE AGREEMENT FOR MUTUAL AID/AUTOMATIC AID FOR EMERGENCY SERVICES BETWEEN THE BOROUGH AND THE CITY OF HOUSTON.

**AGENDA OF:** October 7, 2025

**ASSEMBLY ACTION:** Presented to the Assembly 10/07/25 - BJH

**AGENDA ACTION REQUESTED:** For information only.

| Route To                    | Signatures  |
|-----------------------------|---|
| Originator                  |  Recoverable Signature<br>X Casey Laughlin<br>Signed by: Casey Laughlin<br>9 / 1 9 / 2 0 2 5     |
| Emergency Services Director | X Brian Davis<br>Signed by: Brian Davis<br>9 / 2 3 / 2 0 2 5  |
| Finance Director            |  Recoverable Signature<br>X Cheyenne Heindel<br>Signed by: Cheyenne Heindel<br>9 / 2 3 / 2 0 2 5 |
| Borough Attorney            | X Nicholas Spiropoulos<br>Signed by: Nicholas Spiropoulos<br>9 / 2 3 / 2 0 2 5  |
| Borough Manager             | X Michael Brown<br>Signed by: Mike Brown<br>9 / 2 5 / 2 0 2 5   |
| Borough Clerk               | X Brenda J. Henry for<br>Signed by: Brenda Henry<br>9 / 2 5 / 2 0 2 5   |

**ATTACHMENT (S):** Agreement for Mutual Aid (7 pp)

**SUMMARY STATEMENT:**

Fire Departments rely on mutual aid agreements to assist each other with the delivery of emergency services when needed. This agreement allows the City of Houston and Matanuska Susitna Borough departments to share resources and work collaboratively during emergencies in the interest of public safety. Mutual aid agreements between fire departments provide an essential framework for neighboring communities to share resources, personnel, and expertise during emergencies. These agreements enhance public

safety, improve response efficiency, and ensure that critical incidents receive adequate support when local resources are exceeded while fostering cooperation and efficient service delivery between jurisdictions.

# AGREEMENT FOR MUTUAL AID/AUTOMATIC AID FOR EMERGENCY SERVICES

By and among the

Matanuska-Susitna Borough  
And  
City of Houston

- 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, wildland fire, providing emergency medical services, and mutual aid training. 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 City of Houston.
- II. **Authority:** This intergovernmental agreement for providing Mutual aid/automatic aid emergency services between the Matanuska-Susitna Borough and the City of Houston is authorized pursuant to Alaska Constitution, Article 10 § 13, A.S. 29.35.010(13), A.S. 18 .70.150.
- III. **Insurance:** The Matanuska-Susitna Borough and the City of Houston 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 City of Houston 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 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. 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) City of Houston, Mayor
3. Upon agreement of the Manager and Mayor, each will submit any proposed amendments, modifications or changes to their governing bodies. Such modifications are only effective if approved by the City Council of Houston and the Matanuska-Susitna Borough Assembly. 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 VII Responsibilities.

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/automatic 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/automatic aid provider and will continue as long as the mutual aid/automatic 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 City of Houston.
2. In recognition of the urgent necessity for immediate and swift response in the event of fires, medical emergencies, rescues, 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 and administrative capability using resources available at that time, when assistance is requested if the authorized officials of the Borough and City deem it advisable to grant assistance.
3. Wildland/Brush fire within the Matanuska-Susitna Fire Service Areas and the City of Houston 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 Houston Fire Chief or designee, or Mat-Su Borough Director of Emergency Services 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 City of Houston are subject to the procedures established in the current "Emergency Fire Response Plan and Operational Guidelines," and the City of Houston's Emergency Response Plan.

- b. The responding department or resources 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 City of Houston that may impact the Matanuska-Susitna Borough, a unified command will be established between the Incident Commander or Officer in Charge of the City and the Matanuska-Susitna Borough Department of Emergency Services Director or his designee.
  - d. Mutual aid/automatic aid resources shall be released as soon as their services are no longer required. Mutual aid/automatic 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/automatic aid providers to this agreement aid a fire department of another mutual aid/automatic aid provider if, by so doing, the area of the mutual aid/automatic aid provider responding to the aid of another would be placed in jeopardy or stretch resources to an unacceptable level. The decision shall be made at the sole discretion of the Houston Fire Chief, or Mat-Su Borough Director of Emergency Services which is not subject to dispute or review by the other party.

#### **VIII. Waiver, Non-Waiver:**

- 1. Each party waives all claims against every other mutual aid/automatic 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 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 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 City 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/automatic aid providers each February and will be up for renewal every five (5) years.
2. The Borough and the City of Houston, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this agreement. Any modification to this agreement is only effective if approved by the City Council of Houston and the Matanuska-Susitna Borough Assembly
3. This agreement will remain in effect for five (5) years unless otherwise amended or terminated. Upon approval by all mutual aid/automatic 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.

The City of Houston Emergency Response Plan.

**XIII. Termination:**

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

**XIV. Termination for Convenience:**

The Matanuska-Susitna Borough or the City of Houston 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 thirty (30) 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/automatic 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 City of Houston acknowledge that they have read and understand the terms of this agreement, and have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will. Both parties understand and agree that this agreement creates not contractually enforceable obligations on the part of the other, but rather, establishes a framework under which mutual aid/automatic aid may be refused and may be granted in the sole and absolute discretion of the responding entity.

**XVII. Implementation Clause:**

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



**Matanuska-Susitna Borough**

\_\_\_\_\_  
Ken Barkley, Director of Emergency Services

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

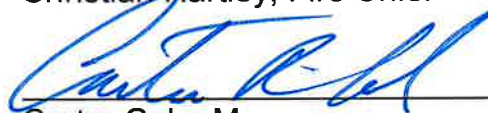
**City of Houston**

\_\_\_\_\_  


Christian Hartley, Fire Chief

\_\_\_\_\_  
9/16/2025

\_\_\_\_\_  
Date

\_\_\_\_\_  


Carter Cole, Mayor

\_\_\_\_\_  
7/17/2025

\_\_\_\_\_  
Date