

CITY OF NORTH POLE Alaska

REGULAR CITY COUNCIL MEETING Tuesday, January 17, 2012

Committee of the Whole – 6:30 p.m. Regular City Council Meeting – 7:00 p.m.

488-1776

488-4282 488-3579

455-0010

COUNCIL MEMBERS

Richard Holm Sharron Hunter -Dep Mayor Pro Tem Ronald Jones – Mayor Pro Tem Thomas McGhee Derrick Nelson Bryce Ward – Alt Dep Pro Tem <u>MAYOR</u>

Douglas Isaacson 488-8584

488-7314

CITY CLERK

Kathy Weber, MMC 488-8583

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance to the US Flag –
- 3. Invocation
- 4. Approval of the Agenda
- 5. Approval of the Minutes
- 6. Communications from the Mayor <u>Students of the Month</u> Charaya McNeil - NPE Madeline Marie Hunter – NPHS
- 7. Council Member Questions of the Mayor
- 8. Communications from Department Heads, Borough Representative and the City Clerk
- 9. Ongoing Projects Report
- 10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

None

12. New Business

- a. Request Authorization For Mayor To Sign Mutual Aid Agreement For Fire Protection Services
- b. Request Authorization For Mayor To Sign Emergency Medical Services Mutual Aid Agreement Between The Fairbanks North Star Borough And Its EMS Contractors, And Adjacent Entities Providing Like Services
- c. Request Authorization For The Mayor, Or Designee, To Enter Into Leasing Agreement Discussion Of NPFD Engine 22 To Flint Hills For Approximately 12 Months.
- d. Resolution 12-01, A Resolution Requesting The Alaska Department Of Environmental Conservation To Reallocate Unspent Funds From The Completed Sludge Removal Project To The Utility Garage Construction Project.

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$5.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.

Committee of the Whole – 6:30 P.M. Regular City Council Meeting – 7:00 P.M.

A regular meeting of the North Pole City Council was held on Tuesday, January 3, 2012 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Jones called the regular City Council meeting of Tuesday, January 3, 2012 was called to order at 7:00 p.m.

There were present:	Absent/Excused
Mr. Holm	Absent
Ms. Hunter	Excused
Mr. Jones	
Mr. McGhee	
Mr. Nelson	
Mr. Ward	
Mayor Isaacson	Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Pro Tem Ron Jones

<u>INVOCATION</u> Invocation was given by Councilman Derrick Nelson

APPROVAL OF AGENDA

Mr. McGhee moved to Approve the Agenda of December 19, 2011

Seconded by Mr. Ward

Discussion

None

Mr. McGhee moved to put all items under New Business on Consent Agenda

Seconded by Mr. Ward

Discussion None

On the amendment

PASSED YES -4- Ward, McGhee, Nelson, Jones NO - 0 Abstained- 0

City of North Pole Minutes of January 3, 2012 On the main motion as amended

Discussion None

PASSED YES –4– Ward, McGhee, Nelson, Jones NO – 0 Abstained- 0

APPROVAL OF MINUTES

Mr. McGhee moved to Approve the Minutes of December 19, 2011

Seconded by Mr. Ward

Discussion None

PASSED YES –4–Ward, McGhee, Nelson, Jones NO – 0 - Holm Abstained- 0

<u>COMMUNICATIONS FROM THE MAYOR</u> None

<u>COUNCIL MEMBER QUESTIONS OF THE MAYOR</u> None

<u>COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH</u> <u>REPRESENTATIVE AND THE CITY CLERK</u>

Fire Dept

• <u>None</u>

Police Department

• None

Accountant

• None

FNSB Representative

• None

Director of City Services, Bill Butler

• None

City Clerk, Kathy Weber

•

ONGOING PROJECTS

None

CITIZENS COMMENTS – 5 Minutes

None

OLD BUSINESS None

NEW BUSINESS

All Items voted to Consent Agenda

COUNCIL COMMENTS
None

ADJOURNMENT

Mr. McGhee moved to adjourn the meeting of January 3, 2012

Seconded by Mr. Ward

No Objection

The regular meeting of January 12, 2012 adjourned at 7:06 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Tuesday, January 17, 2012.

DOUGLAS W. ISAACSON, Mayor

ATTEST:

KATHRYN M. WEBER, MMC, City Clerk

STATE CAPITOL PO Box 110001 Juneau, Alaska 99811-0001 907-465-3500 fax: 907-465-3532



550 West 7th Avenue #1700 Anchorage, Alaska 99501 907-269-7450 fax: 907-269-7463 www.gov.alaska.gov Governor@alaska.gov

Governor Sean Parnell STATE OF ALASKA

December 15, 2011

The Honorable Douglas W. Isaacson Mayor City of North Pole 125 Snowman Lane North Pole, AK 99705

Re: North Pole - Techite Sewer Main and Manholes Rehabilitation

Dear Mayor Isaacson,

I appreciated hearing from you regarding funding for priority projects in North Pole. I wanted to let you know that I have included funding in the amount of \$2,590,450 for the North Pole – Techite Sewer Main and Manholes Rehabilitation project in the FY2013 capital budget I released today for consideration by the Legislature during the upcoming session.

Our administration fully appreciates the importance of capital funding for your community. I encourage you to advocate with legislators to retain this funding, and I look forward to your support of the budget during the upcoming legislative session.

Best regards. an famill

Sean Parnell Governor



Office Address: 308 Wood St., Main Floor (B) Whitehorse, YT., Y1A 2E6 ph. 867.393.2012 info@awg2012.org

Mailing Address: 2121-2nd Ave., Whitehorse, YT., Y1A 1C2 www.awg2012.org

Wednesday January 11, 2011

We are pleased to invite you to attend the 2012 Arctic Winter Games and share this incredible experience with you.

If you are interested in attending, guest registration is now open and can be accessed through the following link: <u>AWG Guest Registration</u>. When selecting the "Type" please select "Guest". Deadline for registering is January 31st.

Once registered, we will be able to provide you with an accreditation badge. The accreditation will allow you to access regular competition venues (*in order to secure seating you must be in your seat within 5 minutes of the start of the game*).

*All Guest accreditation must be accompanied with a ticket for seating at the Opening and Closing Ceremony, Gold Medal Hockey games and the Cultural Galas.

If you wish to purchase any tickets please visit <u>Get Your Games Tickets</u> for detailed programming. You can order these tickets by calling the office and we will set them aside for pick up when you arrive. For travel and accommodations information, you can email <u>vacation@gov.yk.ca</u> or call 1-800-661-0494.

When you arrive, you will receive a package with your accreditation, local information, and schedules. The pickup location for your package will be the Guest Lounge at the Westmark Hotel.

Thank you for your support. Please do not hesitate to contact me at <u>garcand@northwestel.net</u> should you have any questions.

We will see you in March!

Regards,

George Arcand, President















Great Spirit Northern Dreams March 15–22, 2014

In March, 2014, over 2,000 athletes, coaches and cultural delegates will arrive in Fairbanks for eight days of athletic competition, cultural exchanges and just plain fun! Be a part of it!

(907) 456-2014 phone (907) 456-2044 fax

PO Box 71370 Fairbanks, AK 99707

> Host Society office located in Pioneer Park

FAIRBANKS 2014 Arctic Winter Games

www.awg2014.org 🛊 info@awg2014.org

We did it!

The Arctic Winter Games are coming to Fairbanks and we couldn't have done it without you! As someone who took time to show your support during the bid process, we want to say thank you!

Now it's time to prepare to host the Games. 2014 may seem a long way off, but with all that needs to be done it's really just around the corner. We need your help!

Please consider a donation to Fairbanks 2014 Arctic Winter Games when you plan your year-end giving. However, if a financial gift is not possible, you can still help by taking advantage of the many volunteer opportunities. Just fill out the enclosed reply envelope.

Thank you for your investment in Fairbanks 2014 Arctic Winter Games and best wishes for a warm and safe holiday season.

Sincerely,

Jacobson

Jeff Jacobson President, Host Society Board of Directors

P.S. Stay tuned for a spring community kick-off event. We'll have the Game Torch from the Whitehorse 2012 Arctic Winter Games! Hope to see you there.

"The Arctic Winter Games not only brings countries together, it brings communities together." Macy Possenti, 2000 Arctic Winter Games athlete

Notice: Deadline to comment is Jan 18 (see back)

NOTICE OF UTILITY TARIFF FILING

The REGULATORY COMMISSION OF ALASKA (Commission) gives notice that GOLDEN VALLEY ELECTRIC ASSOCIATION, INC. (GVEA), an electric utility, has filed tariff revision TA225-13, seeking to introduce its Rolling Average Billing Plan, a voluntary, alternative payment arrangement for its residential members designed to smooth the typical seasonal fluctuations in members' monthly bills.

In general terms, Rolling Average Billing would calculate a participating member's monthly bill by taking the average of the member's usage and customer charges for the previous 11 months plus the current month, in accordance with the following formula:

Rolling Average monthly payment = $[(A+B) \div 12] + C + D;$

where "A" equals the total of the current month's applicable charges, "B" equals the sum of the previous eleven months' applicable charges, "C" equals 1/12th of the member's Budget Plan Accumulated Balance, and "D" equals any other applicable miscellaneous charges such as deferred payment agreement amounts or other adjustments to the Rolling Average monthly payment. The Budget Plan Accumulated Balance is further defined in TA225-13 as the accumulation of the difference, if any, between the Rolling Average monthly payment and the actual monthly charges incurred for a given month. This accumulated balance would be paid down gradually each month to help forestall the possibility of large differences accumulating between actual billing charges and the estimated Rolling Average monthly payments that would otherwise prompt an unscheduled adjustment to the Rolling Average monthly payment, discussed below.

With TA225-13, GVEA also proposes to give GVEA or the participating member the opportunity to initiate a review and/or an adjustment of the Rolling Average monthly payments to account for rate or usage changes, and/or to terminate the Rolling Average Billing Plan at any time. The Rolling Average Billing Plan will be available to members who may be delinquent provided the member agrees to enter a Deferred Payment Agreement with GVEA. Participating members will also receive information on their monthly bill relating (1) the actual billing charges, (2) the Rolling Average monthly payment due, and (3) the existing Budget Plan Accumulated Balance. GVEA has requested an effective date of February 1, 2012 for the revisions proposed in TA225-13.

This notice does not contain all of the proposed revisions. The Commission may approve a rate or classification which varies from that proposed. You may obtain more information about this filing from GVEA at P.O. Box 71249, Fairbanks, Alaska 99707-1249. You may inspect the filing at the Commission's offices at 701 West Eighth Avenue, Suite 300, Anchorage, Alaska 99501. You may also view the filing via our website at <u>http://rca.alaska.gov/RCAWeb/home.aspx</u>.

December 2011

Mayor Doug Isaacson 125 Snowman Lane Fairbanks, Alaska 99705



Dear Mayor Doug,

 Imagine ... entering a darkened gallery and discovering the secret world of nocturnal insects. Explore the wildlife that lives among us – spiders and their relatives.
 Experience art – before it is art. Be part of art in the making by following five Fairbanks artists as they take their work from concept to completion.
 Connect through creative crafts, experiments, and cultural activities at our Saturday family focused collections and research days every winter month.
 Select handmade artworks or indulge in delicious chocolate at one of our special museum events

Where else but the University of Alaska Museum of the North can you experience <u>all</u> these opportunities in one year? Thanks to the support of people like you, the museum can provide thought-provoking, visually dynamic, delicious, family friendly and inspiring special exhibits and events year around.

Special exhibits require significant resources to create and present a compelling schedule of exhibits and events. Each exhibit's costs can average between \$25,000 and \$50,000. Family days and events require from \$5000 to \$10,000 each to plan and deliver. Your contribution will make a difference in offering our community, visitors, and students opportunities to experience Alaskan art, culture, and science through exhibits and events that would otherwise be unavailable in Fairbanks.

We invite you to consider making a gift in support of either the special Exhibit Enhancement Fund or the Director's Fund. Through your generosity, we will be able to continue our record of enriching our community through diverse, high-quality special exhibits and events. Special care will be given to acknowledge donors. If you are interested in making a gift, please complete the enclosed form and return it to Hollis J. Gillespie, Executive Officer at the museum. If you have any questions, please contact Hollis at 474-6939 or Nadine Winters 457-6258. Please feel free to share this appeal with others who can help.

Once again, thank you for sharing the vision of the museum to have the ability to produce high quality exhibits and events. Our exhibitions tell important and valuable stories that highlight Alaska's unique place within a global community. Our family days and events also help to fulfill the museum vision of being a community anchor institution – a place that is critical to the quality of life and the competitiveness of our communities

Warm Regards,

Nadine Winters Chair, Special Exhibit Enhancement Fund

Carol E. Diebel

Carol Diebel Director University of Alaska Museum of the North

University of Alaska Fairbanks + 907 Yukon Drive + PO Box 756960 + Fairbanks, AK 99775-6960 tel 907.474.7505 + fax 907.474.5469 + www.uaf.edu/museum MUSEUM PE NORTH

Contributing Sponsorship of Special Exhibits and Events

	Visionary	\$10,000 Major sponsor, mentioned in all thank you materials, presentations and announcements, special exhibit reception, 20 free passes to the exhibit, and prominent name recognition at the opening event. (\$9,800 Tax Deductible)
	* Sustainer	\$5,000 Signage to recognize a major sponsor, mentioned in collateral materials, presentations and thank you announcements, and 10 free passes. (\$4,900 Tax Deductible)
	Builder	\$3,000
	5 (8)	Named on signage at exhibit or event in larger font, mentioned in thank you materials and invited to exhibit opening or event.
	Partner	\$1,000
		Named on signage in larger font and in all thank you materials.
	Contributor	\$250-999
		Named on signage and in all thank you materials.
	Check this box to opt	out the passes to take the full tax deduction.
Check	ent Information ed is a check for \$	Check no
Credit Please		to my □ Visa □ Mastercard
Name o	on card:	
Credit o	ard number:	
		year
Authoriz	ed Signature:	

Please Mail Contribution or Fax to: 907.474.6939

For more information, please call Hollis J. Gillespie at 907.474.6939 or email hjgillespie@alaska.edu

Outreach connects us with our community.



Constellations in the portable planetarium



Children explore the Gallery of Alaska



2011 volunteer docents

- A multi-year grant allows us to share astronomy with Alaskans statewide through a portable planetarium. A new NASA grant will soon add climate change education to our rural offerings.
- At our annual Home School Day, children and parent educators are invited to take part in activities and explore museum galleries. Sponsored by Flint Hills Resources.
- The museum offers free admission through family passes that can be checked out at borough libraries, Fort Wainwright, and Eielson Air Force Base.
- Education collection loans are regularly made to local teachers. Cultural and scientific specimens, books, and activities help the museum to reach beyond our walls.
- Dedicated community volunteers make our programs possible.
 Museum Education provides training twice a year for volunteer docents.



Museum Education: museum.education@uaf.edu University of Alaska Museum of the North 907 Yukon Drive, Fairbanks, AK 99775-6960 www.uaf.edu/museum

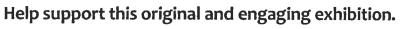




There is nothing accidental in painting. You have a palette and you bring it to the canvas. That chaos is unconscious and that always inspires me. My mood has created that mess. — Alfred Skondovitch



Top to bottom: Alfred Skondovitch works on a painting; Adam Ottavi Shiesl varnishes a photographic plate; Glen Simpson cuts an aspen burl for a mask. *Right:* Teresa Shannon sprays the kiln with soda.



This special exhibit will be developed entirely by the University of Alaska Museum of the North. The museum's special exhibits are 100% funded by private donations and grants.

Reach of the Exhibit:

Over forty thousand local, national and international visitors will view the exhibit at the UA Museum of the North. Portions of the films and interviews will be integrated into the museum's Rose Berry Alaska Art Gallery after the special exhibit.

The making of art is no mystery. It is a well-plotted history with all the twists and turns of a thriller.

For more information, please contact: Assistant to the Director Tel: 907.474.6939 Fax: 907.474.5469 museum@uaf.edu



UAL ALASKA FAIRBANKS UAF is an AA/EO employer and educational institution. Leggy! examines insects and spiders of Alaska and compares them with the diversity found globally. Visitors will see how spiders and insects display complex social behaviors, including courtship dances and other rituals. Museum curator Derek Sikes will describe the profession of entomology. Bug hunting as a career!

Entomology is the scientific study of insects. The definition is sometimes widened to include the study of other arthropods, such as spiders, centipedes and millipedes.

85% of all terrestrial animals are insects.



A cynanide-producing and quite common yellow-spotted millipede on Prince of Wales. Images courtesy of Derek Sikes



A female deerfly found on the UAF campus, Fairbanks

Reach of the Exhibit: During four months, over 20,000 local, national and international visitors of all ages will view the exhibit, including education outreach to over 1,500 local K-12 students.

Help support this original exhibition.

This special exhibit will be developed entirely by the **University of Alaska Museum of the North.** It will be of special interest to school groups and will highlight the museum's research on arthropods.

The museum's special exhibits are 100% funded by private donations and grants.

To support this exhibit, please contact: Assistant to the Director, tel: 907.474.6939 fax: 907.474.5469 • museum@uaf.edu



MUSEUM OF NORTH 907 Yukon Drive • PO Box 756960 • Fairbanks, Alaska 99775

Decentra 20, 20/1

Dear Mr. Maya, and Heling Many Clarkey, beauty part - Every you for give in day to great for high school. I this this future since this is a historie town why not have a historie figurit would appreciate à response on this it is presed Removed The & got the ins perme when I lives for the part the a have been and Christing - Propert There I have a test Catholic States and a a falut room Bustion in a intro with all the contestants, and a source shall Have Grinny, ashly Eberly P.S. There was about a Man & Sogenice

Schudule Interview Intro Catagories Saun walk Takent little miss merry 6-9 question Pre- Mis more 10-12 Minas Junior miss merg 13-15 Miss Merry 16-18

Office of the Mayor City of North Pole

Proclamation

WHEREAS, Charaya McNeil is in the 2nd grade at North Pole Elementary School and is the daughter of Robert McNeil of North Pole; and

WHEREAS, Charaya is a conscientious and hard worker who takes great care in her school work; and

WHEREAS, Charaya has made almost a year's growth in reading since school began in August; and

WHEREAS, Charaya is a good listener and always follows directions and completes her work on time; and

WHEREAS, Charaya is a kind person and has good social skills. She gets along well with all of her classmates and is a good citizen; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

NOW, THEREFORE I, Douglas W. Isaacson, Mayor of the City of North Pole, do hereby proclaim Charaya McNeil:

The North Pole City Council

"Student of the Month"

For the Month of January 2012

Douglas W. Isaacson, Mayor

Kathryn/M. wein, MMC North Pole City Clerk

SEAL

Office of the Mayor City of North Pole

Proclamation

WHEREAS, Madeline Marie Hunter is a sophomore at North Pole High School and is the daughter of Kim Marie Hunter; and

WHEREAS, Madeline is an exceptional student and is a member of the North Pole High School band and sings in the Treble Choir; and

WHEREAS, Madeline is a talented member of the North Star Ballet Company and has performed in the ever popular holiday ballet, "The Nutcracker". She is currently in the FLOT musical "How to Succeed in Business Without Really Trying" and is also a ballet instructor which keeps her busy several hours a week; and

WHEREAS, Madeline has volunteered her time for the last 8 years at the Pioneer Home the first Saturday of every month, singing, dancing or playing her flute at their Ice Cream Social, much to their delight; and

WHEREAS, Madeline is a positive, self-directed, helpful and talented young woman who has an impeccable work ethic and consistently continues to maintain a 3.69 GPA; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community;

NOW, THEREFORE I, Douglas W. Isaacson, Mayor of the City of North Pole, do hereby proclaim Madeline Marie Hunter:

The North Pole City Council

"Student of the Month"

For the Month of January 2012

ATTEST:

Anthryn M Weber, MMC North Pole City Clerk

Douglas W. Isaacson, Mayor

CITY OF NORTH POLE

RESOLUTION 12-01

A RESOLUTION OF THE CITY OF NORTH POLE AUTHORIZING REQUESTING THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO RALLOCATE THE UNSPENT BALANCE OF \$187,334 FROM MUNICIPAL MATCHING GRANT #63318 SLUDGE REMOVAL PROJECT TO MUNICIPAL MATCHING GRANT #63319 UTILITY GARAGE CONSTRUCTION PROJECT

WHEREAS, the City of North Pole created its water and sewer utility system to provide residents with the sanitation, protection and convenience afforded by a municipal water and sewer utility system and to promote an improved community environment; and

WHEREAS, the State of Alaska has an interest in improving the quality of water supplies and waste water treatment within the state to promote the health and safety of the state's residents and to promote economic development; and,

WHEREAS, there is an unspent balance of \$187,334 in the completed Municipal Matching Grant #63318 Sludge Removal Project; and

WHEREAS, the updated construction estimate for the Utility Garage Construction Project, partially funded by MMG #63319 exceeds the available fund; and

WHEREAS, a transfer of the unspent balance of \$187,334 from MMG #63318 to MMG #63319 would increase the funds for the Utility Garage Construction Project to \$1,017,587 bringing the available funding level to the new construction cost estimate that is approximately \$1 million.

NOW THEREFORE BE IT RESOLVED that the City of North Pole requests that the Alaska Department of Environmental Conservation transfer the unspent balance of \$187,334 from Municipal Matching Grant #63318 to MMG #63319.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council on the 17th day of January, 2012.

Douglas W. Isaacson, Mayor

ATTEST:

Kathryn M. Weber, CMC, City Clerk



City of North Pole Office of the Mayor

125 Snowman Lane • North Pole, AK 99705 Phone: 907-488-8584 • Fax: 907-488-3002

RE:	Request Authorization for Mayor to sign Mutual Aid
From:	Mayor Douglas W. Isaacson $\bigcup^{\mathcal{V}}$
Cc:	Kathy Weber, MMC
То:	Council Members
Date:	January 11, 2012

In accordance with North Pole Charter Chapter XII.1 (a) and (b), I am requesting authorization for renewing our Mutual Aid agreement with the Fairbanks North Star Borough, as attached.

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 and Rescue, North Star Volunteer Fire Department, and the University of Alaska Fairbanks Fire Department.

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. **<u>PURPOSE</u>** 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. <u>**GENERAL TERMS**</u> 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 Chief's Association is designated as a coordinator for all parties to this Agreement.
- 3. **<u>REQUEST FOR ASSISTANCE</u>** 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 AII parties to agree 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 entity hereby waives all claims against the other participating entities for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement. Each entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel whether requesting, responding or otherwise 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. <u>COMPENSATION</u> 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. <u>ADMINISTRATION AND FINANCE</u> There is not hereby created any separate or legal administrative entity by this agreement. Each party hereto shall be responsible for and finance 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. <u>AGREEMENT NOT EXCLUSIVE</u> 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.

Recommended:	Fire Chief	Date:
Approved:	City of North Pole Mayor	Date:
Approved:	FNSB Mayor	Date:
Attest:	FNSB Clerk	Date:
Reviewed:	FNSB Legal	Date:

Originals filed with: Signatory, FNSB Clerk, FNSB Emergency Operations



City of North Pole Office of the Mayor

125 Snowman Lane • North Pole, AK 99705 Phone: 907-488-8584 • Fax: 907-488-3002

Date: January 11, 2012

To: Council Members

Cc: Kathy Weber, MMC

From: Mayor Douglas W. Isaacson

RE: Request Authorization for Mayor to sign Emergency Medical Services Mutual Aid Agreement Between the Fairbanks North Star Borough and Its EMS Contractors, and Adjacent Entities Providing Like Services

In accordance with North Pole Charter Chapter XII.1 (a) and (b), I am requesting authorization for formalizing our Emergency Medical Services Mutual Aid Agreement with the Fairbanks North Star Borough, as attached. Please note, the City of North Pole is not a contractor of the FNSB but is an Adjacent Entity for the purposes of this agreement.

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 and its EMS contractors, and the City of Fairbanks, the City of North Pole, the City of Delta Junction, the City of Nenana, US Army-Fort Wainwright Post, and US Air Force-Eielson AFB (referred to hereafter as "the adjacent entities") who have duly executed this Agreement.

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.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES WHO HAVE DULY EXECUTED THIS AGREEMENT 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

The Fairbanks North Star Borough, 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.

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 Respond 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

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.

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:

A. 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.

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 Commanding Officer shall 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 Commanding Officer shall immediately advise the requesting entity of such fact.

SECTION 6. Personnel and Equipment Provided

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.

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

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

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.

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.

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.

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.

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 entity's 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

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.

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 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.

Recommended:	Chief of Service	Date:
Approved:	City of North Pole Mayor	Date:
Approved:	FNSB Mayor	Date:
Attest:	FNSB Clerk	Date:
Reviewed:	FNSB Legal	Date:

Originals filed with: Signatory, FNSB Clerk, FNSB Emergency Operations



City of North Pole Office of the Mayor

125 Snowman Lane • North Pole, AK 99705 Phone: 907-488-8584 • Fax: 907-488-3002

	enter into leasing agreement discussion of NPFD Engine 22 to Flint Hills for approximately 12 Months
RE:	Request Authorization for the Mayor, or designee, to
From:	Mayor Douglas W. Isaacson 🖯
Cc:	Kathy Weber, MMC
То:	Council Members
Date:	January 11, 2012

Flint Hills is retiring a 36 year old fire apparatus and is in the process of replacing it. During this process, they are requesting to lease NPFD reserve Engine 22, housing the Engine on refinery property for approximately 12 months. The Engine would still be available to the City of North Pole, if needed.

The purpose of this request is to authorize the Mayor, or his designee NPFD Chief Lane, to enter into leasing agreement discussions. The draft agreement will be brought to Council for final approval.

1