



CITY OF NORTH POLE

Regular Meeting June 1, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, June 1, 2020
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Kimberly Kiehl
488-8583

COUNCIL MEMBERS

Perry Walley – Mayor Pro Tem	347-0135
Santa Claus – Deputy Mayor Pro Tem	388-3836
Aino Welch – Alt. Deputy Mayor Pro Tem	488-5834
DeJohn Cromer	347-2808
David Skipps	750-5106
Thomas McGhee	455-0010

- 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**
 - a. May 18, 2020**
- 6. Communications from the Mayor**
- 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:

- a. Ordinance 20-12, An Ordinance of the North Pole City Council to Establish the Rate of Tax Levy of 2020 Real Property Taxes of the City of North Pole.

12. New Business:

- a. Request to Approve the ALMR FY21 Membership Agreement for the City of North Pole.
- b. Request to Approve the Borough Ambulance Contract.
- c. Request to Approve the Fire Mutual Aid Agreement.
- d. Request to Approve the Forestry Cooperative Fire Protection Agreement.
- e. Ordinance 20-13, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.36.400 Holidays.
- f. Resolution 20-05, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com . Notice of Council Action is available at City Hall and on the City website following the meeting.

How to Offer Public Testimony at Council Meetings

In response to the COVID-19 pandemic and local/state regulations requiring residents to stay at home, practice social distancing, and limit gatherings, the City of North Pole has created a process for citizens to stay connected with the Council regarding agenda items.

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 488-8583 or by sending an email to kkiehl@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8583 or email kkiehl@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

Council Meetings are aired **live via audio streaming** from the City's website at <https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream>.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, MAY 18, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, May 18, 2020 to order at 7:02 p.m. with the following Council Members in attendance:

Council Members Present: Santa Claus
Thomas McGhee
David Skipps
Aino Welch
DeJohn Cromer
Mayor Welch

Absent: Perry Walley

Excused:

Also Present: William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Steve Dutra, Police Chief
Kim Kiehl, City Clerk/HR Manager
Geoff Coon, Fire Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Welch asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by City Council Member Mrs. Welch.

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of May 18, 2020.

Seconded by Mrs. Welch.

Discussion

Mr. McGhee moved to consent the following items:

Old Business:

- a. Ordinance 20-08, An Ordinance of the City of North Pole, Alaska to Sell Foreclosed Property.

- b. Ordinance 20-09, An Ordinance Amending the Effective Date of Ordinance 20-01 from July 1, 2020 to February 1, 2021.
- c. Ordinance 20-10, An Ordinance of the City of North Pole, Alaska to Amend Title 13, Public Services, Chapter 13-08 Administrative Provisions to Protect the Operations and Financial Solvency of the Utility by Adopting a Force Majeure Provision.
- d. Ordinance 20-11, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.12.350, Council Compensation.

New Business:

- b. Request to Approve Shannon & Wilson, Inc. Proposed Scope of Services, Site Assessment, First Phase, North Pole Fire Department, North Pole, Alaska.
- c. Request to Approve the Purchase of an All-Terrain Vehicle for the Utility Department for Off-Road Inspection and Maintenance of Utility Infrastructure.
- d. Request to Purchase a Vehicle Using Asset Forfeiture Funds in the Amount of \$24,344.00.
- e. Request to Purchase ClearGov Budget Software.

Seconded by Mrs. Welch

Discussion

Remove Old Business Agenda Item “e.” as No Contest – Request to pay Councilmembers for April Regular Council Meetings cancelled due to COVID-19. Postponed May 4, 2020.

On the amendment.

PASSED

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

PASSED

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. McGhee moved to approve the Minutes of May 4, 2020

Seconded by Mrs. Welch.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF MAY 4, 2020 AS FOLLOWS:

YES: 6 – Mr. McGhee, Mr. Skipp, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- a. Economic Development Commission meets every Tuesday from 2:30 – 4:30. Need someone to fill in. Councilman Claus will share his experience.
 - a. Councilman Claus – Commission members were allowed to have a lot of input into the plan being developed. The City of North Pole does not have an Assembly approved representative, there was no opportunity for input. Not inclined to attend any further meetings. The plan is now out, so it is now in an implementation stage.
 - b. Mayor Welch – When I was a new Mayor the Special Assistant let me know in November I was a commissioner and I was to attend. Meetings were being cancelled. I have emails thanking me for my attendance the year prior. When I got ill I asked to have Pro Tem Mayor Walley to be recognized. He was not recognized and the Special Assistant indicated that Mayor Welch is also not on the commission due to a lack of signed papers. Discussed the matter with Mayor Ward.
 - c. Councilman McGhee – Cannot participate due to a conflict with work schedule.
- b. May 20th the Clerk will fill in for Mayor Welch at the AML meeting.
- c. Cancellation of 4th of July parade.
- d. Fallen Hero's Real Experience July 27th is cancelled, but there will be a virtual event.
- e. AML Summer Session will be in Fairbanks August 13-15, 2020 if it is held.
- f. Military Appreciation Banquet that would have been May 8th will now be September 25th.
- g. The Association of Defense Communities that was going to be held September 23-24 has now been put off.
- h. Compelled to be here until the July 20th meeting, then will be taking some vacation time.
- i. Revised Program Legislative Process Overview.
 - a. Legislature reconvenes at 5pm this afternoon.
 - b. They need to come to an agreement on how to distribute the monies to the political subdivisions in the State.
 - c. Possible to see monies by June 1st.
- j. CARES Act Funding Grant Agreement.
 - a. We have to accept the grant application.
 - b. First payment \$1,861,966.28
 - c. Second and third payments are \$1,101,006.75
 - d. Second and third payments will likely be July 1st and October 1st.
 - e. Any funds not utilized must be returned to the State.

- f. Have to comply with all instructions in the grant agreement.
- g. Can use funds for future public health emergencies.
- h. No support for our government for lost revenues.
- k. FNSB Centralized Grant Concept
 - a. BIG – Business Inter Grant, 25% loss or greater than \$15,000.
 - b. HIG – Health Care Inter Grant, i.e. to FMH and/or FHP.
 - c. PPE – In addition to any shortfall, \$15,000 - \$17,500.
 - d. Only eligible if they have not received a PPP loan.
 - e. 3000 grants disbursed over two months by a staff of 3.
 - f. Could be administered in person or online.
 - g. Wants North Pole to contribute \$2,000,000 of our CARES funds to the pool.
 - h. \$32,500,000 total to be disbursed
 - i. \$19.25 million to BIG
 - j. \$9.00 million to HIG
 - k. \$4.25 million to PPE
 - l. Do not believe we can aggregate this duty. It is our responsibility to serve the citizens who elected us.
 - m. We will need to hire a qualified special assistant who can oversee grant writing, qualifications, disbursements, and tracking of the funds.
 - n. Up to 75% of this salary is directly reimbursable to the City.
 - o. The Borough is running this through their legal department.
 - p. Three Mayors Meeting will occur May 26th.
- l. Jim Dodson with FEDCO sent a shirt to me for the KC46 Super Tanker. It shows both Eielson AFB and North Pole. If you would like a shirt tell me your size and I will see about ordering one.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. McGhee – Will you provide the Council with breakdown of what businesses will be asking for grants, what residents may be asking for utility assistance. Ensure any debts prior to March 1st would not be considered. I agree, we cannot pass this on to the Borough. Most interested to see how many will apply. So far everything offered to businesses by the Federal has been a joke. The numbers, calculations, what they say you're entitled to based on your business payroll, losses, income and what they actually offer is two different things. There have been a lot of Federal and State promises. Concerned monies will not make it down to the little people that are losing their businesses. Not in favor of relinquishing any of our rights to administer the monies to the Borough.

Mayor Welch – I get the sense of the Council is to hole our own purse strings, that this is ours to deal with. That is what we were elected to do. I am providing this information to the Council so we can pay attention to detail and give the proper direction.

Mr. McGhee – Concerned with communication, for example hazard pay for essential employees who had to stay on duty. Is this part of the CARES Act, or is this something new that will come down?

Mayor Welch – AML is trying to get something separate. Department Heads have been asked and have not reported any reasons their folks need hazard pay. They do have PPE money. They do have outlays.

Mr. McGhee – We did get an email from Chief Dutra. The stress level of the idea of coming into contact. When are people going to be tested based on contact? If public contact was made based on the job, when will they be invited or told to be tested?

Mayor Welch – The HIG, what costs do you think we should be reimbursing to the hospital, Fairbanks Health Partners, TCC or anyone who provided that care? If we have money left over, should we find a way to disburse that to those entities? It won't make them whole, but it would help. We have dentists and a vet here, we can ask them how they have been affected.

Mr. McGhee – My biggest concern is people that the fire department, EMT, or police department had to make physical public contact. Have any been or requested to be tested? We should immediately look into this and make it available.

Mayor Welch – There are currently on any day up to 9 plates with 30 tests per plate for a total of 270 rapid tests that can be performed daily. Clint Brooks with the Unified Command stated that Fairbanks only receives approximately 150 – 160 kits per month. 10 are to calibrate the Abbott machine, and then 2 per day more, so using 60 – 70 kits per month. This only leaves 90 rapid tests per month. You can get the other testing that takes longer.

Mr. McGhee – My question to the Mayor is to find out what EMT, fire department, police department, public works, and utility that have had to make contact with the public and provide them with testing.

Mr. Claus – If there is contact and it comes back, those people are on quarantine for two weeks. So if all the sudden we have three officers, three firefighters, three EMT's all of the sudden who can't work for two weeks, then what?

Mr. McGhee – That is a very good addition to the question. What do we do? That falls from the tree top and scatters all the way down.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Building Department, Bill Butler

- Building Department has issued five residential building permits since the last Council meeting.
- Have a permit application for a triplex.
- Rick Watson, approved to develop the Striker Loop, plans to get roads and water systems in to start putting in foundations so he can work through the winter.

Public Works

- Three temporary summer hires have begun working.
 - Christmas decorations have come down.
 - Benches and trash cans are out and they're getting ready to plant flowers.
- Homestead Road pedestrian path is happening.

- There will be a complete link down the Old Richardson Highway to the high school.

Utility Department

- Field Inspector begins May 19th.
 - There are 15 pre-con meetings that developers want to move rapidly to get going.
- Two new pickup trucks have been delivered and staff are using them.
 - Utility Inspector will use an old truck.
- Thank the Council for approving the off-road vehicle for the department.
- Working with Stantec Engineering to develop a proposal for the Yukon Lift Station.
 - Lift station is already hitting its peak moving wastewater out of a 4" force main.

North Pole Expansion Project

- Preconstruction meetings are starting.
- There are a possible 479 connections in zones 3 & 4.
 - We have 51 connections before stopping in October, with 324 applications for new installations.
- \$500 early sign-up bonuses are available to be accepted through June 1st.

Moose Creek Water System Expansion Project

- Work has begun on the Pump House site.
- Pipe is being laid on the surface to go over the dam, as we're not allowed to excavate in the dam.
- HC is stockpiling pipe along the Richardson Highway.

City Services Office Space

- Looking at the potential of moving the Utility Department to its own office space.
- Contracted with one of our building inspection engineers to do an initial analysis.
- The foundation is sound. The rafters are undersized for the snow load.
- The Mayor has approved looking at phase two.
- Over \$2 million dollars of reserve funds.

Finance, Tricia Fogarty

- Thank the Council for approving the request to purchase the ClearGov budget program.
- Gary Hutchinson and Charles Nixon will be here Wednesday to work on the audit.
 - Going to meet the second meeting of June, June 15th.

Fire Department, Chief Coon

- The burn suspension is still in effect.

- Have started sending an ambulance out to motocross again.
- To date we have had 497 emergency calls, an average of 3.6 calls per day.
 - Still seeing a decline on our emergencies.
- Alaska has reported a total of 399 COVID-19 cases, 85 in the FNSB.
- Ask the Council to continue to work on the ICS classes.
- The command truck is still on hold.
- FNSB ambulance contract has been reviewed by the secondary attorney.
 - No objections to the contract.
- Beg the Council to look at the pay scale.
- Tuesday night training has resumed.
- Firefighter II testing will test out on May 30th.
 - We have one staff member that is finishing that up.
- No EMS classes on the calendar.
- Engine went to town to get drive tires replaced.
- All hose testing has been completed.
 - Lots of failures. Will need to buy some the end of the year.
- Fire hydrant testing beginning next week.

Police Department, Chief Dutra

- Sent email out about trend across the country regarding hazard pay.
- Chief Dutra and Mrs. Welch discussed a virtual wall, as we are not putting anybody on the wall this year due to COVID-19.

Borough Representative

- Mrs. Welch – Special Borough Meeting, I was not able to attend. There was no expectation of the Borough Representative to give a report. I will go over the stuff and give a report next meeting.

City Clerk

- On-boarded three Public Works summer hires.
 - Two returning from previous seasons, one new this year.
- HR trainings scheduled in lieu of cancelled clerk training.
- Attending a Robert's Rules virtual training.

ONGOING PROJECTS

- Mayor Welch discussed the Economic Development Commission.
 - Asking if anybody will serve on this Commission, Tuesday's beginning at 2:30 p.m.
 - Mrs. Welch can cover during the summer, for the next three months.

CITIZEN'S COMMENTS – (Limited to Five (5) minutes per Citizen)

None

OLD BUSINESS

None

NEW BUISNESS

- Ordinance 20-12, An Ordinance of the North Pole City Council to Establish the Rate of Tax Levy of 2020 Real Property Taxes of the City of North Pole.
- CFO Fogarty reported we were contacted by the FNSB requesting our approved Ordinance regarding the mill rate.
 - Increasing one mill in this ordinance.
 - Did not do a Fiscal Note, as we will move money from sales tax to property tax.

MOTION TO INTRODUCE ORDINANCE 20-12, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL TO ESTABLISH THE RATE OF TAX LEVY OF 2020 REAL PROPERTY TAXES OF THE CITY OF NORTH POLE

Mr. McGhee *moved to Introduce Ordinance 20-12, An Ordinance of the City of North Pole City Council to Establish the Rate of Tax Levy of 2020 Real Property Taxes of the City of North Pole.*

Seconded *by Mrs. Welch.*

Discussion

- Mayor Welch – We know we will never come near our sales tax. We are not able to replace our lost revenue with CARES Act funds. We will lose at least ¼ of our sales tax. We will fall short and have to trim back. \$127,500.00 was already budgeted, we need to take this one step further. We are #12 in the State for our sales tax. We are not doing on-line sales tax. We need to look at this, as the State will take this if we do not.
- Mr. McGhee – Does not take long to remember the circumstances why this was dropped. It was due to discussions with our lawyer in regards to questions from Santa Claus House regarding our properly moved forward our property and sales tax. It was a compromise on the tax cap as well as adding the .5 on to the mill levy. If it hadn't been for the situation we're in, I can't argue the fact that we're going to have a shortfall. The question I have for the CFO is since we are now adding this additional mill, will it be retroactive from our original budget.
 - CFO Forgarty – We will do an Administrative Budget Amendment.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO INTRODUCE ORDINANCE 20-12, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL TO ESTABLISH THE RATE OF TAX LEVY OF 2020 REAL PROPERTY TAXES OF THE CITY OF NORTH POLE:

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Mr. McGhee *moved to adjourn the meeting at 8:24 p.m.*

Seconded by Mr Skipps.

The regular meeting of Monday, May 18, 2020 adjourned at 8:24 p.m.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

**CITY OF NORTH POLE
ORDINANCE 20-12**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL TO
ESTABLISH THE RATE OF TAX LEVY OF 2020 REAL PROPERTY
TAXES OF THE CITY OF NORTH POLE**

WHEREAS the real property assessment rolls have been completed, and the Fairbanks North Star Borough Assessor's Office has advised the City Mayor that the net taxable value of real property, as defined by AS 29.71.800 within the City of North Pole Alaska, is estimated at **\$291,302,133.**

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH POLE, ALASKA, as follows:

Section 1. The ordinance is of a non-permanent nature and shall not be codified.

Section 2. The rate of levy on the net assessed value of taxable real property is hereby fixed at **3.499 mills** for municipal purposes within the City of North Pole.

Section 3. The taxes levied hereby are due, delinquent and subject to penalties and interest as provided by the Fairbanks North Star Borough Code.

Section 4. Taxes in any given year may be paid in two equal installments. The first half of taxes thus levied shall be due on the first day of September in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day. The second half of taxes thus levied shall be due on the first day of November in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day.

Section 5. Effective Date. This ordinance shall be effective at 12:00 am on June 2, 2020.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of ____ 2020.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

PASSED/FAILED
Yes
No:
Absent:

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: request to accept ALMR agreement



The North Pole Fire Department requests authorization to enter into a membership agreement with the Alaska Land Mobile Radio (ALMR) communication system. This Membership agreement is for the period of July 1, 2020 to June 30, 2021.

The North Pole Fire Department has had a long-standing membership agreement with AMLR and is the platform that our Radio system operates. The State of Alaska Department of Administration has funded our cost share in the amount of \$25,621.91. The final cost share due is \$.00.

This agreement has been reviewed by our Attorney CSG and Rene did not have any comments or concerns with this agreement.

Fire Chief:

Geoffrey L. Coon

A handwritten signature in black ink, appearing to read "Geoffrey L. Coon", is written over the printed name.



Alaska Land Mobile Radio Communications System Membership Agreement

Access to the Alaska Land Mobile Radio (ALMR) Communications System provided through this Membership Agreement, and any amendment(s) thereto, is conditioned upon the approval of the terms and conditions of access as outlined in (the) ALMR Communications System Cooperative and Mutual Aid Agreement and approval by the Executive Council.

This Membership Agreement is for the period of July 1, 2020 to June 30, 2021, and entered into by and between (the Member aka User) City of North Pole, whose address is 125 Snowman Lane, North Pole, Alaska 99705, and the Alaska Land Mobile Radio (ALMR) Executive Council, whose designated representative is the ALMR Operations Management Office, 5900 E. Tudor Road, Suite 121, Anchorage, AK 99507-1245.

I. PURPOSE

ALMR is a multi-site, dedicated public safety wireless communications system providing portable and mobile coverage to its Member agencies. Member agency benefits and services include, but are not limited to, a Project 25 compliant system, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, microwave system connectivity, encryption availability, emergency alert availability, private calling availability, system security, radio interoperability, system management, assistance to User agencies for radio code plug development and subscriber unit familiarization, operations management support including, but not limited to those products and services listed in the Operations Management Office (OMO) and System Management Office (SMO) Customer Support Plans.

Every effort will be made to keep the ALMR System operational 24/7. However, both the Member agency and ALMR acknowledge that there may be situations where planned and unplanned System outages may occur. ALMR will make every effort to avoid service disruptions, will promptly notify Member agencies of disruptions, and will make every effort to respond and restore interrupted service in a timely manner. However, acknowledging that service disruptions are likely, ALMR System infrastructure owners will not be liable for any resulting impact from such disruptions.

II. DEFINITIONS

- A. Abuse of User Privileges: repeated violation of System guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and direction of the Executive Council. A decision by the Executive Council is final and non-appealable.
- B. Alaska Federal Executive Association (AFEA): Federal government entities, agencies and organizations, other than the Department of Defense, that operate on the shared ALMR system infrastructure.
- C. Alaska Land Mobile Radio (ALMR) Communications System: the ALMR Communications System, which uses but is separate from the State of Alaska Telecommunications System (SATS), as established in the Cooperative and Mutual Aid Agreement.
- D. Alaska Municipal League: a voluntary non-profit organization in Alaska that represents Member local governments.
- E. Cooperative and Mutual Aid Agreement: the instrument that establishes ALMR and sets out the terms and conditions by which the System will be governed, managed, operated and modified by the Parties signing the Agreement.
- F. Department of Administration (DOA): a State of Alaska (SOA) department that oversees, through the Alaska Public Safety Communications Service (APSCS), the SOA Telecommunication System (SATS), ALMR contracts, and also provides information technology (IT) and communications technical support to state agencies.



- G.** Department of Defense – Alaska: Alaskan Command, US Air Force and US Army component services operating under United States Pacific Command and United States Northern Command.
- H.** Emergency Alarm: a Project 25 feature, when enabled, allows a Member to transmit an emergency alarm to their dispatch center, or a dispatch center mutually agreed upon.
- I.** Executive Council: made up of three voting members and two associate members representing the original four constituency groups: the State of Alaska, the Department of Defense, Federal Non-DOD agencies (represented by the Alaska Federal Executive Association), and local municipal/government (represented by the Alaska Municipal League and the Municipality of Anchorage).
- J.** Gateway: a device that allows a disparate radio to communicate real time, overcoming spectrum, formatting, and other technical challenges. ALMR utilizes MotoBridge™ gateways.
- K.** Information Assurance (IA): protects and defends information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.
- L.** Local Governments: those Alaska political subdivisions defined as municipalities in AS 29.71.800(13).
- M.** Member: a public safety agency including, but not limited to a general government agency (local, state or federal) its authorized employees and personnel (paid or volunteer), and its service provider, participating in and using the System under a Membership Agreement.
- N.** Membership Agreement: the agreement entered into between the ALMR Operations Management Office, as the designated agent for the Executive Council, and a user agency, which sets forth the terms and conditions under which the System provides services to a user agency and the user agency's responsibilities, while operating on the System.
- O.** Municipality of Anchorage (MOA): the MOA covers 1,951 square miles with a population of over 300,000. The MOA stretches from Portage, at the southern border, to the Knik River at the northern border, and encompasses the communities of Girdwood, Indian, Anchorage, Eagle River, Chugiak/Birchwood, and the native village of Eklutna.
- P.** Non-Proprietary Talkgroup – a talkgroup assigned during a multi-agency operation, such as one assigned by central dispatch. A non-proprietary talkgroup is not member-exclusive and is cooperatively shared by participating Members.
- Q.** Operations Manager: represents the User Council interests and makes decisions on issues related to the day-to-day operation of the System and any urgent or emergency System operational or repair decisions; establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the Service Level Agreement in coordination with the User Council.
- R.** Operations Management Office (OMO): develops recommendations for policies, procedures, and guidelines; identifies technologies and standards; and coordinates intergovernmental resources to facilitate communications interoperability with emphasis on improving public safety and emergency response communications.
- S.** Party/Parties: one or more Parties who have signed the Agreement (Cooperative and Mutual Aid Agreement). The Parties to the agreement are: Department of Defense - Alaska, Alaska Federal Executive Association, and the State of Alaska, respectively or collectively.
- T.** P25 Standards: the P25 suite of standards involves digital land mobile radio (LMR) services for local, state and national (federal) public safety organizations and agencies. P25 is applicable to LMR equipment authorized or licensed, in the U.S., under the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC) rules and regulations.
- U.** Proprietary Talkgroup: an exclusive talkgroup assigned to a single, specific agency.
- V.** Radio – either a Project 25 compliant control station, consolette, mobile or portable radio, which has a unique identification number and is assigned to the ALMR.
- W.** Radio Programming: fleetmapping, template programming and reprogramming, and assignment of talkgroups within ALMR.



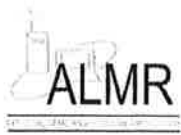
- X.** State of Alaska (SOA): the primary maintainer of the SATS (the State's microwave system), and shared owner of the System.
- Y.** State of Alaska Telecommunications Systems (SATS): the State of Alaska statewide telecommunications system microwave network.
- Z.** Super System Management: the responsibility residing with the Operations Manager/System Manager on behalf of all ALMR Members that include, but are not limited to:
 - 1. Assign radio use priorities;
 - 2. Assign radio identification numbers;
 - 3. Manage talkgroups to assure appropriate use of ALMR;
 - 4. Set standards for the selection and supervision of ALMR personnel;
 - 5. Enforce guidelines, procedures, and protocols governing the operation of radios on ALMR;
 - 6. Generate and use statistical data and reports concerning Member agency talkgroups, call duration, call types, busy signals, and other data analyses and reports; and
 - 7. Enforce termination of the Membership Agreement when a Member agency's conduct or action(s) cause systemic and/or continuous ALMR operation problems.
- AA.** System Management Office: the team of specialists responsible for management of maintenance and operations of the System.
- BB.** Talkgroup: the electronic equivalent of a channel on a trunked system; a unique group of radio users that can communicate with each other. (NOTE: Talkgroups differ from regular and conventional radio channels in which they are not restricted to a certain radio frequency and may use up to 21 separate frequencies that are assigned by a controller on a control channel.)
- CC.** Template: the software programmed in a radio provided to customers by the SMO that controls the radio functions and communication capabilities.
- DD.** User: an agency, person, group, organization or other entity which has an existing written Membership Agreement to operate on ALMR with one of the Parties to the Cooperative and Mutual Aid Agreement. The terms User and Member are synonymous and interchangeable.
- EE.** User Council: governing body responsible for recommending all operational and maintenance decisions affecting the System. Under the direction and supervision of the Executive Council, the User Council has the responsibility for management oversight and operation of the System. The User Council oversees the development of System operations plans, procedures and policies.

III. ALMR COMMUNICATIONS SERVICES

Services provided are listed in the Operations Management Office and System Management Office Customer Support Plans at <http://www.alaskalandmobileradio.org>.

IV. GENERAL PROVISIONS

- A.** ALMR Mobile Radio Coverage: ALMR provides portable and mobile radio communication coverage to the Member subject to the Member's compliance with recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member agency detects possible ALMR network infrastructure malfunctions or radio communication coverage loss, the Member should first contact its equipment service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should promptly notify the Help Desk. The Help Desk will immediately notify the System Manager, or designated on-call technician, who will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member agency. Coverage is not guaranteed and will vary from location to location. The Member agency is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its geographic jurisdiction.



- B. **Private Calling Availability:** an agency may choose to avail itself of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up ALMR System resources. Consequently, a determination of the need and potential impact on the System will be made by the System Management Office when such a request is received from Member agencies.
- C. **Electronic and Infrastructure Maintenance:** ALMR provides complete monitoring, inspection, and maintenance programs for all Motorola P25 trunked ALMR radio frequency (RF) infrastructure in operation at its System sites through contracts and memorandums of agreement. ALMR staff and its certified vendors and partners provide proactive System repair and maintenance, extending the life and performance of ALMR for the direct benefit of all Members.
- D. **System Redundancy and Security:** ALMR provides a system redundancy called fault tolerance. With fault tolerance, a single point of failure will generally not result in negative system wide performance. Many redundant and backup systems within ALMR are designed to eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the System will continue to function in a site-trunking communication manner.
- E. **Performance Standards and Monitoring:** ALMR utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System management is maintained at the System Management Office and zone controllers on a daily basis. ALMR staff adhere to stringent quality standards of installation and maintenance through scheduled automated testing of all sites, monitoring of Member satisfaction on a regular basis, tracking of Member problems and service requests, monitoring of scheduled and unscheduled System downtime, oversight of System traffic performance, drive testing within System, collection and analysis of empirical data, and planned system upgrades and enhancements.
- F. **Upgrades and Enhancements:** upgrades are changes made to ALMR infrastructure to assure compliance or to improve upon previously existing features and operations of ALMR. Some upgrades may be provided to all Member agencies at no additional charge. Enhancements are modifications made to ALMR services or systems that add functions or features not originally part of ALMR or the services requested by the Member agencies. Such enhancements made to the infrastructure may also require an upgrade or replacement of user subscriber assets. To access such enhancements and features, it is solely the responsibility of the User to upgrade their subscriber assets. Also, if applicable, enhancements may necessitate an adjustment in all Member agencies fees.
- G. **Gateway Use:** Use of gateway(s) is available to all ALMR Members on the System. Specific protocols, policies, procedures and talkgroup agreements for agencies are required and can be developed and coordinated through the Operations Management and System Management Offices.
- H. **Information Assurance:** as provided through the Department of Defense Information Assurance Risk Management Framework (DIARMF).
- I. **OMO Standards Measurement and Trends** – as provided by the Operations Management Office Customer Support Plan and the Service Level Agreement.
- J. **Service Level Agreement** – outlines the operations and maintenance services as required by the User Council for the sustainment and operations of the ALMR infrastructure. The performance metrics contained in the SLA describes the maintenance standards for the ALMR system infrastructure. ALMR cost share services are also outlined in the SLA.

V. MEMBERSHIP OBLIGATIONS

- A. **Activation and Member Fees** – Not later than June 30 each year, the Parties (signatories) to the Cooperative and Mutual Aid Agreement will determine the cost share of individual Members, if applicable. Each Party (signatory) to the Cooperative and Mutual Agreement will be responsible for communicating any associated costs to the Member agencies.



1. **State of Alaska** - For FY2021, cost share for your agency is calculated at N/A. The State of Alaska Department of Administration has funded your cost share in the amount of N/A. Your final cost share due is N/A.
 2. **Department of Defense** - For FY2021, cost share for your agency is calculated at N/A. Your final cost share due is N/A. You will coordinate directly with the State of Alaska Department of Administration to fulfill your cost share obligation. (**NOTE:** The costs provided for FY2021 are based on an independent government estimate.)
 3. **Federal Non-DOD** - For FY2021, cost share for your agency is calculated at N/A. Your final cost share due is N/A. You will coordinate directly with the State of Alaska Department of Administration to fulfill your cost share obligation.
 4. **Municipalities/NGOs** - For FY2021, cost share for your agency is calculated at \$25,621.91. The State of Alaska Department of Administration has funded your cost share in the amount of \$25,621.91. Your final cost share due is \$0.00.
- B. Funding Obligation:** Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member's annual cost share and shared system infrastructure costs, as applicable.
NOTE: The DOD Member agency Contract Officer Representative (COR) will be responsible for assuring funds associated with their apportioned cost share, infrastructure and Operations Management cost liability are provided and in place, as required, to ensure timely execution of contracts providing mutual services for the ALMR Membership.
- C. Member Radio Equipment:** Member agencies may only use ALMR-approved radio equipment. Member agencies are responsible for acquiring and obtaining programming for their own equipment. A list of acceptable radio equipment is available on the ALMR website or from the System Management Office. This list will be updated as additional radios pass the acceptance test procedures (ATP). Member agencies are accountable for equipment on the ALMR System and must report the lost, stolen, damaged or destroyed equipment to the Help Desk immediately upon discovery.
- D. Radio Maintenance and Repair:** Each Member agency is responsible for proper maintenance and repair of its radio subscriber equipment. This assures that the member agency's radios are in optimal operating order and will not have an adverse impact on other Members' use of ALMR.
- E. Personal Business:** No personal business may be conducted on ALMR by the Member, its employees, or authorized agents, including volunteers and the Member agency's service provider.
- F. Compliance with Federal, State and Local Laws:** Member agencies will comply with all current and future Federal, State and local laws, rules, and regulations, as they relate to consolidated public safety and dispatching.
- G. Compliance with Guidelines, Procedures, and Protocols:** The Member agencies will comply with all guidelines, policies, procedures, and protocols governing the operation and use of the ALMR System as established by the User Council, approved by the Executive Council, and enacted by the Operations Management or System Management Offices. Member agencies will comply with all directives of the Executive Council, including but not limited to those listed in this Membership Agreement. Copies of policies and procedures are available to the Member agencies through the Operations Management Office or at <http://www.alaskalandmobileradio.org>.
- H. Member Agency POC:** Each Member agency will identify a central point of contact (POC) to serve as its liaison to the ALMR System Management Office. The POC will be responsible for authorization of template modifications, coordination of new radios onto ALMR, providing fleetmapping data for record keeping purposes, providing after-hour emergency telephone numbers, and attending meetings necessary for the safe and efficient operation of ALMR. Member agencies are responsible for notifying the ALMR Help Desk/OMO immediately upon changes to their POCs.
- I. Security:** All management console or dispatch console operators shall complete the required ALMR IA Training prior to obtaining ALMR System user credentials. All System users shall comply with the ALMR IA Policies. No agency shall allow the connection of unauthorized components to the System or to any port on the System at any time. Agencies shall ensure no



non-standard, unapproved applications are loaded on ALMR computers, servers, or routers at any time. Agencies shall ensure no unauthorized personnel are allowed access to System management components (e.g. management consoles) at any time. Member agencies shall ensure encryption is used, whenever appropriate. Agencies shall comply with all Information Assurance controls, policies, procedures, and processes.

- J. **Corrective Action:** In order to protect the integrity, security, safety, and efficient operation of ALMR for all its Member agencies, Member agencies will take appropriate corrective action against any of its employees who violate ALMR guidelines, procedures, or protocols including those set out in this Membership Agreement.
- K. **System Management:** Member agencies will comply with System Management direction in order to assure the safe and efficient operation of ALMR for all Members.
- L. **Trained Personnel:** Member agencies are responsible for providing training to their personnel and will not permit any employee or other personnel, including volunteers, to use ALMR until such individual(s) have received proper/appropriate radio use and security training.
- M. **Contracting Responsibilities – DOD Member Agencies/Organizations:** DOD Member agencies/organizations will nominate a Contracting Officer Representative (COR) through the ALMR Contract Functional Commander (ALCOM J6) to 673rd Contracting for appointment. DOD Member agencies/organizations will maintain a COR at all times. CORs will execute the contract administration related to requirements that agencies/organizations execute through individual Task Orders in each of the associated ALMR joint contracts from which they obtain services.

VI. DISPUTE RESOLUTION

If any issue of ALMR non-performance arises under this Membership Agreement, the parties to the Cooperative and Mutual Aid Agreement agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. They will consider the details of the non-performance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the non-performance issue shall be directed to the Executive Council who will consult with, and seek advice from, the User Council on resolution of the non-performance issue. A decision by the Executive Council is final and non-appealable.

VII. GOVERNANCE

- A. **Executive Council:** The Executive Council provides direction for the administration and operation of ALMR. The Executive Council is charged with responsibility to review and approve recommendations regarding future ALMR System features and enhancements, review and advise on customer service complaints, non-performance issues and potential Member agency termination due to abuse of user privileges. The Executive Council takes advice from the User Council and other committees, working groups, and advisory panels set up by the Executive Council to assist them in making determinations on policy and direction. (Members of the Executive Council are listed at www.alaskalandmobileradio.org)
- B. **User Council:** The User Council establishes policies and procedures regarding the operation of ALMR. The User Council is responsible for all operational and maintenance decisions affecting the System. Under the direction and supervision of the Executive Council, the User Council has the responsibility for management oversight and operations of the System. The User Council, through the OMO, oversees the development of System operations plans, procedures and policies under the direction and guidance of the Executive Council. (Members of the User Council are listed at www.alaskalandmobileradio.org)



VIII. DURATION, CANCELLATION, & TERMINATION OF MEMBERSHIP

Agency membership on ALMR will remain in effect until canceled or terminated by the member agency upon 30 days' written notice. The Membership Agreement, between the Member agency and the Executive Council, may also be terminated for violation(s) of the terms and conditions of the Cooperative and Mutual Aid Agreement (inclusive of its appendices) upon 30-days written notice to the Member agency. Termination for cause, or departure at the request of the agency, does not relieve the Member agency of their financial obligations, if applicable, for the inclusive term of the membership (as specified on page one). Termination is subject to review and approval by the Executive Council.

IX. TERMINATION ASSISTANCE

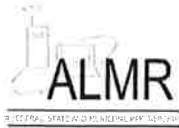
If this Membership Agreement is canceled or terminated for any reason, ALMR will provide reasonable assistance as requested by the Member agency to allow for the orderly transfer of services.

X. MISCELLANEOUS

- A. Waiver: the failure of a signatory to insist upon strict adherence to any term of this Membership Agreement shall not be considered a waiver or deprive the signatory of the right thereafter to insist upon the strict adherence to that term of the Membership Agreement.
- B. Modification: this Membership Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the signatories to the Membership Agreement and approved by the Executive Council.
- C. Governing Law: this Membership Agreement shall be governed by, and construed in accordance with the laws of the State of Alaska, and any and all applicable Federal laws.
- D. Headings: the headings given to the sections and paragraphs of this Membership Agreement are inserted only for convenience and are in no way to be construed as part of this Membership Agreement, or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. Independent Contractor Relationship: the relationship between ALMR and Member agencies is that of an independent contractor and client. No agent, employee, or servant of ALMR shall be deemed to be an employee, agent, or servant of the Member agencies. Member agencies will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers regarding compliance with this Membership Agreement.

XI. SPECIAL PROVISIONS

- A. Funding Obligation: Per the Cooperative and Mutual Aid Agreement, Article 2, Section 11, and Article 9, Section 7, and as further noted in Article 11, Section 6, nothing contained in this Membership Agreement shall be construed as binding the Member agency to expend in any one fiscal year any sum in excess of available appropriations made by Congress, the Alaska Legislature, a city council, a borough assembly, or a board of directors for the purposes of this Membership Agreement for that fiscal year, or to be obligated to make an expenditure of money in excess of such appropriations.
- B. Liability: the signatories to this Membership Agreement verify their represented agencies accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Membership Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this System or its affects.



**Alaska Land Mobile Radio Communications System
Membership Agreement**

XII. NOTICES

All notices given under this Membership Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the Member agencies as follows: (fill in all gray fields, as applicable)

Agency Name City of North Pole
POC Name Chief Geoff Coon
Address 1 125 Snowman Lane
Address 2 _____
City North Pole
Zip code 99705
Phone 907-488-0444
Cell _____
Fax: 907-488-3747
Attention Chief Geoff Coon
E-mail gcoon@northpolefire.org

Execution of this Membership Agreement may only be made by a duly authorized representative of the Member agency/local unit of government. By signing, agencies acknowledge understanding and acceptance of all terms and conditions of membership. This Membership Agreement shall become effective as of the date of the last signature.

AUTHORIZED MEMBER SIGNATORY:

Agency Name City of North Pole
Representative Name Michael Welch
Representative Title Mayor

Signature _____

Date _____

AUTHORIZED PARTY SIGNATORY:

Entity Name State of Alaska
Representative Name Mr. Scott Stormo
Representative Title Telecommunications System
Manager

Signature _____

Date _____



**Alaska Land Mobile Radio Communications System
Membership Agreement**

Alaska Land Mobile Radio
Attention: Operations Management Office
5900 East Tudor Road, Suite 121
Anchorage, Alaska 99507-1245

Approval (under authority vested by the Executive Council)

Del Smith
Operations Manager

Signature

Date

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Borough ambulance contract



The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of \$484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon

Geoff Coon

From: Chris Zimmerman <chris@mzwlaw.com>
Sent: Monday, May 18, 2020 1:38 PM
To: Geoff Coon
Cc: Sarah Haines
Subject: RE: ambulance contract.

Good afternoon Chief,

As we discussed on the phone, the data collection seemed to be the only difference between the present contract and the new one. I didn't see anything that raised red flags. If you are satisfied, I'd say go ahead and forward it to the Council. Thanks for allowing me to assist with this.

Chris

Christopher E. Zimmerman

Attorney
Zimmerman & Wallace
711 Gaffney Road, Suite 202
Fairbanks, AK 99701-4662
(907) 452-2211
(907) 456-1137 fax
chris@mzwlaw.com

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From: Geoff Coon <GCoon@northpolefire.org>
Sent: Monday, May 18, 2020 1:33 PM
To: Chris Zimmerman <chris@mzwlaw.com>
Cc: Sarah Haines <sarah@mzwlaw.com>
Subject: RE: ambulance contract.

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris:

I had a meeting with the FNSB regarding the data collection that I was concerned about. It does not appear that this will be a problem and I no longer have any reservations about the contract. If you do not have any issues with the contract I will send it to the council for possible adoption on the June 1st meeting.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

From: Chris Zimmerman <chris@mzwlaw.com>
Sent: Wednesday, May 06, 2020 10:04 AM
To: Geoff Coon <GCoon@northpolefire.org>
Cc: Sarah Haines <sarah@mzwlaw.com>
Subject: RE: ambulance contract.

Good morning Chief Coon,

I am going to have a look at the contract today. I will get back to you with any questions. Thank you for allowing me to assist with this.

Chris

Christopher E. Zimmerman

Attorney
Zimmerman & Wallace
711 Gaffney Road, Suite 202
Fairbanks, AK 99701-4662
(907) 452-2211
(907) 456-1137 fax
chris@mzwlaw.com

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From: Geoff Coon <GCoon@northpolefire.org>
Sent: Tuesday, May 05, 2020 11:15 AM
To: Chris Zimmerman <chris@mzwlaw.com>
Subject: FW: ambulance contract.

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris:

We had the same issue this year. Our city attorney had a conflict with the FNSB and disqualified themselves from reviewing it. I am including my correspondence that I had with Zane. But please call me if you have questions.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell
gcoon@northpolefire.org

From: Geoff Coon
Sent: Friday, May 01, 2020 1:49 PM

To: 'zane@alaskalaw.com' <zane@alaskalaw.com>

Subject: ambulance contract.

Zane:

Here is our ambulance contract. It also includes a business associate agreement (and agreement that we won't give up protective info and that we are liable if we do) and appendix 2 which is the data that I discussed with you on the phone (this is referenced in section 7 B. and then the annex is included at the end of the document).

This section 7.B is a problem because I have never collected this data before and neither has the FNSB so I am hesitant to agree to do something that I don't completely understand or know how to do.

The FNSB was commanded by CMS to collect this info and has essentially kicked it off on all of the ambulance contractors. Chief Scott Learned is working with the borough on how this will look but we don't know how much time or what resources will be needed to collect the info. During our January meetings I expressed to Mayor Ward and Emergency management that the contractor should be compensated for doing this or the FNSB should collect the data themselves. The problem is they don't have access to all of the info but I would help or give them access to it, but it went nowhere and now they want me to do it as written.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Fire Mutual Aid Agreement



The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of \$484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Fire Mutual Aid Agreement



The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of \$484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon



**FAIRBANKS NORTH STAR BOROUGH AND
CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES AND AMBULANCE CONTRACT**

Section 1. Parties

The parties to this Contract are the FAIRBANKS NORTH STAR BOROUGH ("Borough"), and the CITY OF NORTH POLE ("Contractor").

Section 2. Duties of the Contractor

A. General. The Contractor shall provide pre-hospital emergency medical and ambulance services (EMS) within its Borough-assigned response area. The Contractor shall have a primary ambulance response area that includes the majority of the North Star Fire Service Area with the exception of the areas north of the Little Chena River.

Within its capabilities, the Contractor may respond outside its assigned ambulance response area at the request of any other ambulance service within the Borough, including providing mutual aid to the City of Fairbanks.

The Contractor shall provide these services 24 hours per day, 7 days per week. The Contractor shall maintain a valid state of Alaska EMS Provider Certification (AS 18.08) throughout the contract period.

B. Employee Relations. The Contractor is responsible for employee hiring and promotion, employee discipline, and all other policies concerning employer and employees. The Contractor is solely responsible for recruiting, training, and other policies toward volunteers or paid staff. The Contractor is responsible for payment of wages and salaries to its employees, for timely and accurate submission of W-4 Forms and other information to the Internal Revenue Service, for payment of the Social Security employer's contribution, and for compliance with all other state and federal wage, hour, and tax laws.

1 Privacy Laws. Contractor shall sign an agreement (attached as Appendix 1-BAA) with the Borough to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws. The Contractor shall provide all patients a Borough approved Notice of Privacy Practices (NPP).

2. Dispatching. The Contractor shall be fully responsible for securing its emergency and non-emergency dispatch needs. The Contractor shall maintain the capability to be in radio communications with the emergency rooms of Fairbanks Memorial Hospital and Basset Army Hospital.

3. Training and Level of Service.

a. The Contractor shall ensure no individual operating under its authorization performs any medical care or stabilization techniques on any patient unless the Contractor's personnel have received the appropriate medical training. All Emergency Medical Technicians, under the control of the Contractor, will be trained as specified in the Alaska Administrative Code.

b. The Contractor shall ensure that its initially responding ambulance is staffed to the advanced life support level as defined in 7 AAC 26.230(b)(2)(i.e., must have an EMT-II or EMT-III, mobile intensive care paramedic, or other medical personnel certified or licensed to provide advanced life support (e.g., registered nurse, physician's assistant, or physician), and at least one other person trained to at least the EMT-I level when using a surface transportation vehicle, available to respond to emergency calls 24 hours a day). Likewise, the Contractor shall operate their ambulances under all response and medical protocols established by Alaska Administrative Code.

c. The Contractor shall maintain a professional affiliation with a state-licensed physician as its individual medical director under whose medical protocols it functions. The Contractor shall ensure that their medical director reviews their emergency medical responses periodically.

d. Within limitations of appropriations, the Borough shall coordinate initial and recertification training of the Contractor's EMT I + II + IIIs. The Contractor, or student, shall be responsible for all class books, lab fees, credit fees, National Registry fees, test fees and other miscellaneous costs.

e. If the Contractor requests additional EMT training beyond what the Borough is financially able to provide or if the Contractor requires any additional medical training to fulfill the requirements of this contract, such additional medical training and related costs will be the sole responsibility of the Contractor.

f. The Contractor shall maintain accurate records of the training certifications of all its personnel, including, but not necessarily limited to, driver's training, initial and recertification at the appropriate EMT level, and Contractor-approved continued medical education classes. An annual summary of personnel training qualifications will be provided to the Borough.

g. When necessary, the Contractor may summon the assistance of the closest fire department that is authorized to perform such duties as may be required at the emergency scene. The contract amount is inclusive of all amounts necessary to reimburse any such fire department for these services.

Section 3. Duties of the Borough

- A. The Borough shall pay the Contractor for this contract the sum of \$484,765. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly and ratification by the North Pole City Council.

The Borough will make a payment equal to ½ of the total contract amount to the Contractor on or about July 15th. Upon timely receipt of all reports listed in Section 7, the remainder of the contract will be paid in equal amounts (1/4 of the total contract amount) on or about January 15th and April 15th respectively.

- B. The Borough shall monitor the Contractor's compliance with this contract; however, the Borough shall not otherwise supervise or direct the Contractor. The Contractor is an independent contractor of the Fairbanks North Star Borough.

Section 4. Contract Term, Termination, Integration

- A. Term. This contract shall cover a period from July 1, 2020, unless otherwise notified by the Borough and shall terminate on June 30, 2021. The contract shall become effective on the date of signing.

- B. Termination. This contract may be terminated by:

1. Mutual written consent of the Borough and Contractor;
2. Written request by either party based on non-performance of the other party, after sixty (60) calendar day notice. This notification time shall permit resolution of any disagreements.
3. Abandonment by Contractor. If the Borough terminates this contract for nonperformance or abandonment, the Borough may have the services provided by another Contractor and may use funds originally allocated to the Contractor under this agreement. The Contractor under this agreement is responsible to return to the Borough any unused or unencumbered funds. Likewise, the Borough will retain any undistributed contract funds should termination of the contract occur.
4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

- C. Failure to object not a waiver. 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.

- D. Integration. This contract, its appendices, and the map of the primary response area constitute the entire agreement between the Borough and the Contractor and

supersede all previous representations and agreements between the parties. This contract shall be binding upon the successors and assigns of each of the parties.

E. Amendments. Any modifications, changes or additions to this contract shall be sequentially numbered and dated amendments with signatures of both the Borough and Contractor, specifying the scope of any changed duties and any monetary changes required by said amendments.

F. Interpretation. This contract shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. 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.

G. Assignment. No benefit under this contract may be assigned, nor may any duty under this contract be delegated, without the prior written consent of the other party which shall not be unreasonably withheld.

Section 5. Contract Representatives - Notices

A. The Borough's representative for this contract shall be the Borough Emergency Operations Director.

B. The Contractor's representative for this contract shall be the North Pole City Mayor.

C. Any notices under this agreement shall be in writing, personally delivered, mailed or faxed, and addressed to the respective contract representative. Either party may change its contract representative or its address for notices by written notice to the other.

BOROUGH Emergency Operations Director
Fairbanks North Star Borough
P.O. Box 71267
Fairbanks, Alaska 99707
Tel: 459-1481 Fax: 459-1119

CONTRACTOR North Pole City Mayor
125 Snowman Lane
North Pole, AK 99705
Tel: 488-2281 Fax: 488-3002

Section 6. Financial Records

A. The Contractor shall maintain its internal financial records in accordance with generally accepted accounting principles. All Contractor financial records, including any audit reports, shall be available upon reasonable request and at reasonable times for inspection by representatives of the Borough.

B. An auditor selected by the Borough may conduct a special independent audit of the Contractor's records upon a finding by the Borough Mayor, in the Mayor's sole discretion, that such special audit is deemed appropriate. The Borough shall pay the cost of such audit. However, if such audit reveals that the Contractor has materially deviated from its fiscal responsibilities under terms of this contract, the Contractor will be billed for said audit.

Section 7. Reporting Requirements

A. The Contractor will adhere to all reasonable billing and response accountability procedures as requested by the Borough Emergency Operations Director, including complying with electronic reporting standards as adopted by the State of Alaska.

B. The Contractor will collect and provide to the Borough data to allow the Borough to fulfill its reporting requirements to the Medicare Ground Ambulance Data Collection System. The required information for collection and reporting for the Medicare Ground Ambulance Reporting System is described in Appendix 2.

C. The Contractor will track the following response times:

1. Turnout time: The time interval that begins when the emergency response unit is notified by receipt of an audible alarm over the dispatch frequency and ends when the response unit with the capability to address the emergency starts to drive.
2. Travel Time: The time interval that begins when a unit is enroute to the emergency incident and ends when the unit arrives on scene (i.e. when the unit arrives at the incident location or is staged ready to take action when ordered or cleared to do so).
3. Initiating Action/Intervention Time: The time interval from when a unit arrives on the scene to the initiation of emergency mitigation (e.g. "water on the fire" or "at patient").
4. In-Service Time: When the unit is available after a response to be dispatched to another emergency call with the full capability to address the new emergency (e.g. "Clear of Call" or "Returning to Station" time).

The Contractor shall provide the Borough Emergency Operations Director, by the 10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time, Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patient transported). If the borough has access to the electronic data, it may run this report.

D. The Contractor agrees to allow access to the Contractor's ePCR system by the Borough for the purpose of verifying monthly run activity reports.

Section 8. Insurance Requirements

A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the Borough's risk manager.

- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence to include terrorism coverage.
- Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
- Workers' Compensation coverage including Employer's Liability with limits of not less than \$1,000,000. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.
- Professional Liability Medical coverage with limits not less than \$2,000,000 per occurrence.
- Umbrella/Excess Liability coverage, written on an occurrence basis, with limits of not less than \$3,000,000 combined single and aggregate limit.

B. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.

C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

E. Before providing any services under this contract, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

1.

The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Section 9. Ownership of Records

All records kept by the Contractor in support of this contract (with the exception of Protected Health Information which shall be handled in accordance with the agreement attached as Appendix 1) shall be the property of the Contractor, but shall be made available to the Borough upon reasonable notice and at reasonable times and places. This power to review records continues for six (6) years after the termination of this contract, whether the contract is terminated by the parties or ends by its own terms.

Section 10. Indemnification

A. Subject to a specific appropriation by the City Council for this purpose, the Contractor agrees to indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the Contractor to use such skill, prudence, and diligence as other members of the Contractor's profession commonly possess and exercise. The Contractor's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Contractor has no duty to defend or indemnify the Borough against any claim or action alleging, arising from or based, on a wrongful or negligent act by the Borough. The duty of the Contractor to indemnify and defend the Borough extends to

1. Claims for death, or for damage to persons or property,
2. Claims for economic loss, and
3. Claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that the Contractor has no appropriation currently available to it to indemnify the Borough under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the City.

**CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

SIGNATURE PAGE

APPROVED: _____ DATE: _____
Mayor
City of North Pole

PRINTED NAME: _____

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

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department

BUSINESS ASSOCIATE AGREEMENT
between
FAIRBANKS NORTH STAR BOROUGH,
and
CITY OF NORTH POLE

This Business Associate Agreement (“Agreement”) between the Fairbanks North Star Borough (“FNSB”) and the City of North Pole (“EMS Contractor”) (collectively the “Parties”) is effective July 1, 2020. This Agreement supplements and is made a part of the contract effective July 1, 2020 titled “EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT” (“Contract”) entered into by FNSB and the EMS Contractor which is currently in effect or as may be amended, supplemented, or extended from time to time.

1. The EMS Contractor is a Health Care Provider and Covered Entity that also performs services on behalf of FNSB as FNSB’s Business Associate. FNSB and the EMS Contractor agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the American Recovery and Reinvestment Act of 2009 (“HITECH”), as set forth in Title 45, Parts 160, 162, and 164 and Title 42, Part 1320d of the Code of Federal Regulations (the “CFR”). In the event of conflicting terms or conditions between this Agreement and the Contract, the terms of this Agreement shall supersede the conflicting terms of the Contract. As of the effective date, this Agreement shall supersede any prior business associate agreement between the Parties.

2. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in 45 CFR Parts 160, 162, and 164 and are incorporated herein by reference. Protected Health Information (“PHI”) shall have the meaning given in 45 CFR §160.103, limited to information EMS Contractor received from FNSB or created, received, or maintained on behalf of the FNSB to provide emergency medical and ambulance services and produce Patient Care Reports (PCRs). Section 7 of the Contract identifies the specific PCR data set.

3. Joint Notice of Privacy Practices. In coordination with FNSB’s Privacy Officer, the EMS Contractor shall develop and, as soon as practicable, provide all patients a Joint Notice of Privacy Practices (JNPP). The JNPP shall at all times reference FNSB’s billing and collection and activities and include the contact information for both the EMS Contractor and FNSB.

4. Use and Disclosure of Protected Health Information. The EMS Contractor shall use and/or disclose PHI only if such use and/or disclosure is in compliance with each applicable requirement of 45 CFR 164.502(a) and § 164.504(e), limited to those uses and/or disclosures necessary to provide EMS Service, satisfy the EMS Contractor’s obligations under law, this Agreement, the Contract, or as otherwise authorized in writing by the FNSB. The EMS Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 (the “Privacy Rule”) if done by FNSB, except for the specific uses and disclosures set forth below in Section 4.

5. EMS Contractor’s Operations.

(a) The EMS Contractor may use PHI only to the extent necessary for the EMS Contractor’s proper management and administration or to carry out the EMS Contractor’s legal responsibilities.

(b) The EMS Contractor may disclose such PHI as necessary for the EMS Contractor's proper management and administration, or to carry out the EMS Contractor's legal responsibilities, provided that:

(i) The disclosure is required by law; or

(ii) The EMS Contractor obtains reasonable assurance, evidenced by written contract from any person or organization to which the EMS Contractor discloses such PHI, that such person or organization shall:

(1) hold such PHI in confidence and use or further disclose it only for the purpose for which the EMS Contractor disclosed it or as required by law; and

(2) notify the EMS Contractor (who shall in turn promptly notify the FNSB) of any instance in which the confidentiality of such PHI was breached.

6. Data Aggregation Services. The EMS Contractor may use PHI to provide Data Aggregation Services related to the FNSB's Health Care Operations as permitted by 45 CFR § 164.504(e)(2)(i)(B).

7. De-Identification of PHI. The EMS Contractor may de-identify PHI in the course of providing services to the FNSB.

8. Privacy Rule Compliance. To the extent the EMS Contractor carries out the FNSB's obligations under the Privacy Rule, the EMS Contractor shall comply with the requirements of the Privacy Rule that apply to the FNSB in the performance of such obligations.

9. PHI Safeguards. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI.

10. Minimum Necessary. When using, disclosing, or requesting PHI to and from the FNSB, the FNSB's other EMS Contractors, and EMS Contractors' subcontractors or agents, the Parties shall limit PHI, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request in accordance with guidance provided by the Secretary of the Department of Health and Human Services. The Parties acknowledge that each may rely on the other's determination of the minimum necessary for compliance with the minimum necessary standards.

11. Electronic Protected Health Information Security and Integrity. The EMS Contractor and the FNSB acknowledge that, Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* apply to the EMS Contractor as a business associate of FNSB. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards in compliance with Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that the EMS Contractor creates, receives, maintains, or transmits on behalf of the FNSB.

12. Security Incidents. The EMS Contractor shall report to the FNSB any "Security Incident," as defined in 45 CFR § 164.304, of which it becomes aware. The report will be made in accordance with the reporting procedures of this Agreement described in Section 19 below. The EMS Contractor agrees to identify and respond to suspected or known Security Incidents; mitigate harmful effects of Security Incidents, to the extent practicable; and document Security Incidents and their outcomes.

13. Subcontractors and Agents. The EMS Contractor shall require each of its subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the FNSB to agree in writing to the same restrictions, conditions, and requirements that apply to the EMS Contractor with respect to such PHI.

14. Access to PHI. EMS Contractor shall make available PHI in a Designated Record Set to the FNSB upon its request or as directed by the FNSB, to an Individual to meet the requirements under 45 CFR § 164.524 and applicable state law. The EMS Contractor shall provide FNSB access within ten business days of the request.

15. Amending PHI. EMS Contractor shall make any amendment(s) to PHI in a Designated Record Set that the FNSB directs or agrees to pursuant to 45 CFR § 164.526 within twenty business days.

16. Accounting of Disclosures of PHI. EMS Contractor shall document such disclosures of PHI and Electronic Health Records and information related to such disclosures as would be required for the FNSB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and shall provide such accounting of disclosures within twenty business days.

17. Sales of PHI and Marketing. The EMS Contractor agrees that it shall not engage in the sale of PHI and shall not directly or indirectly receive remuneration in exchange for PHI unless expressly permitted by the Contract and applicable law.

18. Access to Books and Records.

(a) The EMS Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the FNSB and to DHHS or its designee for the purpose of determining the FNSB's compliance with HIPAA. The EMS Contractor shall notify the FNSB in writing within 10 days of any request by DHHS for information relating to the FNSB, and upon request from the FNSB provide the FNSB a copy of any such information that is provided to DHHS.

19. Reporting. If the EMS Contractor becomes aware of any unauthorized use or disclosure, or Breach of PHI, it shall submit a written report of the incident to the FNSB's Privacy Official promptly, but not more than five business days after the EMS Contractor's discovery of the Breach. The EMS Contractor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify each individual whose unsecured PHI has been, or is reasonably believed by the EMS Contractor to have been, accessed, acquired, or disclosed; (c) identify the PHI used or disclosed including the types of identifiers and the likelihood of re-identification; (d) identify who

made the unauthorized use or received the unauthorized disclosure; (e) identify whether the PHI was actually acquired or viewed; (f) identify what the EMS Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (g) identify what corrective action the EMS Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (h) provide such other information, including a written report, as reasonably requested by the FNSB's Privacy Official. The EMS Contractor shall cooperate with the FNSB in providing any notice to affected Individuals, local media, and governmental agencies as required by law.

(a) The EMS Contractor also agrees to report all information necessary about any breaches of PHI in order for the FNSB to include such information in the FNSB's log of Breaches filed annually with DHHS.

(b) The EMS Contractor agrees to cooperate with the FNSB in preparing and sending Breach notifications and shall pay the costs of such notifications for Breaches associated with PHI that was involved with a Breach by the EMS Contractor or its agents or subcontractors. The EMS Contractor shall not send Breach notifications to HHS, the media, or any individual without first notifying the FNSB.

20. Mitigation. The EMS Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the EMS Contractor of a use or disclosure of PHI by the EMS Contractor in violation of this Agreement.

21. Independent Contractor Not an Agent. The Parties agree that the EMS Contractor is acting as an independent contractor, and is not acting as an agent of the FNSB under either this Agreement or the Contract. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties. No acts performed, or words spoken by either Party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either Party in connection with the performance of any of its obligations hereunder shall be solely at that Party's own risk. Each Party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

22. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the FNSB to comply with applicable law.

23. Termination. Termination is generally addressed in Section 4C of the Contract. The following reasons for termination are in addition to those stated in the Contract.

(a) Upon either Party's knowledge of a material breach of this Agreement by the other Party or its subcontractors or agents, the non-breaching Party shall provide an opportunity for breaching Party to cure the breach or end the violation. If the breaching Party, or its subcontractors or agents, do not cure the breach or end the violation within (30) days, or if cure is not possible, the non-breaching Party shall have the right to immediately terminate this Agreement and the Contract.

(b) Notwithstanding any other provision of this Agreement or the Contract, either Party shall have the right to terminate this Agreement and the Contract if it determines, in its sole discretion, that the other Party or its subcontractor or agents has violated a material term of this Agreement related to the use or disclosure of PHI or any provision of 45 CFR Parts 160, 162 and 164. This right may be exercised by providing written notice to the other Party of termination, with such

notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified in such notice.

(c) This Agreement shall also automatically terminate at the earlier of the completion of the Contract Services, upon the Parties entering into a successor Agreement, or upon termination as provided for in this Agreement.

24. Return or Destruction of PHI.

(a) Except as provided in section (b) below, upon termination the EMS Contractor shall return all PHI to the FNSB or destroy all PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the EMS Contractor. The EMS Contractor shall retain no copies of the PHI. The EMS Contractor shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination of the Contract. The EMS Contractor shall retain no copies of the PHI.

(b) In the event that the EMS Contractor determines that returning or destroying the PHI is infeasible, the EMS Contractor shall provide within 30 days of the effective date of termination written justification explaining why such PHI could not be returned or destroyed. Upon verification by the FNSB that the return or destruction of PHI is infeasible, the EMS Contractor shall extend the protections of this Agreement to such PHI, and limit further use and disclosure of PHI to those purposes that make the return or destruction infeasible for so long as the EMS Contractor maintains such PHI.

25. Survival. The EMS Contractor's obligations under Sections 12, 19, 24(b), 26, and 28 of this Agreement shall survive the termination of this Agreement.

26. Reimbursement. The EMS Contractor agrees to reimburse FNSB for any and all costs and expenses incurred as a result or arising directly or indirectly out of FNSB's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by the EMS Contractor, including but not limited to all costs associated with FNSB's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in the Contract shall not apply to this Agreement.

27. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties' compliance with HIPAA.

28. Governing Law. The laws of the State of Alaska apply when interpreting this Agreement. Venue shall be in the Fourth Judicial District at Fairbanks, Alaska.

29. Regulatory References. A citation in this Agreement to any regulation or law shall mean the cited section as that section may be amended from time to time.

30. Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable

to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

31. No Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.

32. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other the EMS Contractor agreements or agreements related to patient data and the access, use, privacy, security, and confidentiality of patient data.

33. Notice. All reporting pursuant to this Agreement shall be to the Privacy Officer at the Fairbanks North Star Borough and shall include a courtesy copy sent to Dgibbs@fnsb.us.

34. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

City of North Pole

Fairbanks North Star Borough

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Medicare Ground Ambulance Data Collection System
Required Information for Collection and Reporting
November 1, 2019**

Introduction

This document lists the specific information that sampled ground ambulance organizations must collect and report through the Medicare Ground Ambulance Data Collection System. The list is organized in four sections:

- A. Organizational characteristics
- B. Services provided
- C. Information on costs
- D. Information on revenue

We are providing this list as an additional resource to ground ambulance organizations preparing to collect and report information. A printable version of the data collection instrument is available from the CMS ambulance services center website at <https://www.cms.gov/Center/Provider-Type/Ambulances-Services-Center.html>. Please see the printable data collection instrument for additional details on specific questions and instructions. The ambulance services center website lists other resources that may be helpful to ground ambulance organizations preparing to collect and report information as part of Medicare's ground ambulance data collection system. Please email AmbulanceDataCollection@cms.hhs.gov if you have questions regarding the data collection system.

General Data Collection and Reporting Principles

Avoiding double counting. It is important that staff, costs, and revenue are reported *only once* to avoid double-counting. As an example, if you have staff with both emergency medical technician (EMT) and administrative responsibilities, do not report their hours worked and compensation in both the EMT and administration/facilities categories. The data collection instrument includes instructions on how to assign staff, costs, and revenue to only one category for the purposes of reporting.

Collecting and reporting required information that you may not currently track. Some ambulance organizations may need to reach out to individuals outside their organization to gather information that is not currently tracked. As an example, if your organization is part of a local government or broader parent entity that pays for certain of your ground ambulance costs (e.g., if your municipality pays facility rent or benefits for staff), you will need to collect and report that information in order for CMS to get a full picture of the costs of operating your ground ambulance organization.

Required Information for Collection and Reporting

Selected ground ambulance organizations must collect and report all information listed below that is applicable to their organization. We list information applicable only to certain types of ground ambulance organizations based on organizational characteristics and services provided in boxes. Unless otherwise specified, all questions ask for information relevant to your organization's continuous 12-month data collection period.

A. Organizational Characteristics

- Your organization's National Provider Identifier(s) (NPIs). You will be asked to report information for one NPI only. NPIs are 10-digit numbers used to uniquely identify healthcare providers in a standard way. See <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/> for more information.
- Your organization's name, contact information, data collection and reporting periods (will be prepopulated to the extent possible based on the information you provided to your Medicare Administrative Contractor), and your organization's ownership type. Check the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) to see if the information you are including here aligns with what CMS has in their enrollment system and make changes as necessary. You can view your current enrollment record and instructions for updating enrollment information at <https://pecos.cms.hhs.gov/pecos/login.do>.
- Whether your organization uses any volunteer labor.
- How you categorize your ground ambulance organization among several organization types.
- Whether your organization provides services other than ground ambulance services.
- Whether your organization provides certain types and levels of services.
- Your organization's overall staffing model.
- The ZIP codes which you consider to comprise your primary service area.
- The ZIP codes which you consider to comprise your secondary service area, if applicable.

B. Services Provided

- Your organization's approximate average trip time in its primary service area and, if applicable, in its secondary service area.
- Number of total responses for all calls for service.
- Number of total ground ambulance responses involving a fully equipped and staffed ground ambulance, regardless of whether the response resulted in a transport.
- Whether your organization's ground ambulance responses rely on staff from another non-transporting organization (such as a local fire department) including the share of ground ambulance responses involving a non-transporting agency and the types of staff involved.
- If applicable, the share of ground ambulance responses that are in your organization's secondary service area.
- Your organization's number of ground ambulance responses that *did not* result in a transport and, of these, the share where the patient received medical treatment on site.
- Your organization's number of ground ambulance responses that *did* result in a transport.

- Your organization's number of ground ambulance transports that were paid in part or in full by any health insurer or patient.
- Whether your organization participates in standby events (paid or unpaid).
- The number of paramedic intercepts where your organization provided Advanced Life Support (ALS) staff in response to calls for service for which another organization provides an ambulance.
- The share of ground ambulance transports by type of service by billing code.
- The share of ground ambulance services that were interfacility.

Box 1: Services Provided Information Applicable to Certain Organization Types

Organizations Part of a Broader Parent Organization:

- Your parent organization's number of ground ambulance transports, including the number of transports across all ground ambulance organizations and NPIs owned or operated by the parent organization.

Organizations Responding to Emergency Calls for Service:

- How your organization currently tracks response times.
- Average and 90th percentile response times in your organization's primary service area and, if applicable, average response time in your organization's secondary service area. Whether your organization is required or incentivized to meet response time targets.
- The share of ground ambulance responses that were emergency and non-emergency.

Organizations Operating Water Ambulances:

- The share of ground ambulance responses involving a water ambulance.

C. Information on Costs

Total Costs

- Your organization's total costs, including costs unrelated to ground ambulance services. Note: We are asking for your organization's total costs in one separate question at the end of the cost section in the data collection instrument. You are being asked a series of more detailed cost questions to help us better understand where these costs are coming from.

Staffing and Labor Costs

- Whether your organization uses paid and/or volunteer staff in specific categories of emergency medical technician (EMT) and other response staff categories.
- Whether your organization uses paid and/or volunteer medical director staff and staff in specific administration/facility categories.
- Total annual hours worked and total compensation for paid staff by staff category.
- Whether your organization has staff performing specific roles such as billing, data analysis, training, and medical quality assurance more than half-time.

Box 2: Staffing and Labor Cost Information Applicable to Certain Organization Types

Organizations using volunteer labor:

- The total number of EMT/response and of administrative/facilities volunteers. Total annual hours worked by volunteer staff by staff category.
- Total costs associated with volunteer staff.

Fire Department and/or Police Department-Based Organizations:

- The number of total annual hours worked by category by individuals who are fire fighter/EMTs and police officer/EMTs.

Organizations with Responsibilities other than Ground Ambulance, Fire, and Police:

- The number of annual hours unrelated to ground ambulance, fire, or police services worked by category.

Organizations Part of a Broader Parent Organization:

- Allocated compensation for administrative/facilities staff.

Facility Costs

- Information on each facility used by your organization related to ground ambulance services such as whether your organization pays mortgage or lease payments for each facility, whether the facility is owned outright or donated, the square footage of the facility, and the share of the facility related to ground ambulance services.
- Annual costs associated with each facility due to mortgage and lease payments or depreciation.
- Combined facilities-related insurance costs, maintenance and improvements costs, utility costs, and facility taxes.

Vehicle Costs

- Information on each ambulance used by your organization related to ground ambulance services such as whether the ambulance was used to transport patients, whether the ambulance was donated, the annual depreciated value of the ambulance if owned, payment amount if leased, and whether the ambulance was remounted and at what cost if owned.
- Information on each non-ambulance vehicle used by your organization related to ground ambulance services such as the vehicle type, whether the vehicle was donated, the annual depreciated value of the vehicle if owned, and the payment amount if leased.
- The total miles traveled by ambulance and non-ambulance vehicles.
- Combined vehicle-related registration, license, insurance, maintenance, and fuel costs as well as estimates of the breakdown of maintenance and fuel costs across different types of vehicles.

Equipment, Consumable, and Supply Costs

- Total annual depreciated costs and total annual maintenance, certification, and service costs for capital medical equipment.
- Total annual costs associated with medications. If your organization does not have any costs related to medications, you will be asked to indicate a reason why.

- Total annual costs for medical supplies and consumables. This amount excludes costs related to capital medical equipment and medication reported elsewhere.
- Total annual depreciated costs and total annual maintenance, certification, and service costs for capital non-medical equipment.
- Total annual costs associated with uniforms.
- Total annual costs for non-medical supplies. This amount excludes costs associated with medical supplies, all capital equipment, and uniforms, all of which are reported elsewhere.

Other Costs

- Whether your organization contracts for billing, accounting, vehicle maintenance and repair, dispatch and call center, facilities maintenance, or information technology services and, if so, the annual cost for the service and the share associated with ground ambulance services. You will report a single cost for contracted services in each category.
- Whether your organization has any other costs related to ground ambulance services not reported elsewhere. While the instrument lists many categories, you may also enter your own categories if necessary to ensure all costs are reported.

Box 3: Facility, Vehicle, Equipment, Consumable, Supply, and Other Cost Information Applicable to Certain Organization Types

Organizations Part of a Broader Parent Organization:

- Allocated annual parent organization costs.

D. Information on Revenue

- Your organization's total revenue, including revenue unrelated to ground ambulance services.
- Revenue from different types of health care payers. Specific categories include fee-for-service (FFS) Medicare, Medicare Advantage (i.e., Medicare managed care), FFS Medicaid, Medicaid managed care, TRICARE, Veteran's Health Administration, commercial insurance, workers' compensation, and patient self-pay. You will be asked whether patient cost sharing is included in the amount you report for each payer category or in the patient self-pay category.
- Whether you routinely bill for transports of patients with different sources of coverage. The specific categories are the same as those listed above.
- Whether your organization realized revenue from any other sources.

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Fire Mutual Aid Agreement



The North Pole Fire Department would like the city of North Pole to enter into a Mutual Aid Agreement with surrounding fire departments. The council did vote to accept a previous agreement early this year however that agreement did not get activated due to formatting and language issues. This is the final agreement that has gone through legal at the city of Fairbanks and our own attorney. The only comments that CSG brought forward was 4.4 whereas each entity waves the right to sue each other.

Fire Chief:

Geoffrey L. Coon

A handwritten signature in cursive script, appearing to read "Geoffrey L. Coon", written in dark ink.



**DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000**

**MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON ALASKA
AND
SURROUNDING FIRE DEPARTMENT EMERGENCY SERVICES**

AK-MAA-2002

This Mutual Aid Agreement (MAA) is between United States Army Garrison Alaska (USAG Alaska), Eielson Air Force Base (EAFB), City of Fairbanks Fire Department (FFD), City of North Pole Fire Department (NPF), (pursuant to the authority of 42 U.S.C. § 1856a), Fairbanks International Airport Fire Department (FIAFD), Fairbanks North Star Borough Fire Services areas (FNSBFS), Steese Volunteer Fire Department, (SVFD), Ester Volunteer Fire Department (EVFD), Chena-Goldstream Fire Department (CGFD), North Star Volunteer Department (NCVFD), University Fire Department (UFD), and Salcha Fire and Rescue (SFR). When referring to USAG Alaska, this agreement exclusively applies to Fort Wainwright. When referred to collectively, USAG Alaska, EAFB, FFD, NPF, FIAFD, FNSBFS, SVFD, EVFD, CGFD, NSVFD, UFD, and SFR are hereinafter referred to as the "Parties."

1. AUTHORITIES:

1.1. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support.

1.2. 42 U.S.C. § 1856a.

2. PURPOSE: To provide mutual assistance to the parties for fire protection for fire protection services outside the normal scope of what each party regularly provides.

3. UNDERSTANDINGS:

3.1. Each Party has an interest in fire protection and each party own and maintains equipment and retains personnel who are trained to provide various levels of service in order to provide fire protection services.

3.2. In the event of a fire or other emergency, a party may need the assistance of another party to provide supplemental fire equipment and/or personnel support.

3.3. Personnel and equipment of each party are located in such a manner as to enable each party to render mutual assistance to the other.

4. 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 Chief's Association is designated as a coordinator for all parties to this Agreement.

4.1. REQUEST FOR ASSISTANCE: The Incident Commander (IC) 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.

4.2. RESPONSE TO REQUEST: Upon receipt of a request as provided for in paragraph 4.2 of this Agreement, the Chief Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

4.2.1. 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.

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

4.2.3. 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.

4.2.4. 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.

4.3. 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.

4.4. 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.

4.4.1. 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.

4.4.2. The parties expressly agree that the tendering and/or receiving of services by the parties in no way creates any joint venture, partner, agency, or employment relationship between the parties, or any relationship which would subject any party to any liability for any acts or omissions of the other parties.

4.5. 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.

4.6. 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. 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.A. Part 151.

4.7. INSURANCE: Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

4.8. 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.

4.9. SHARED PURCHASING: This Agreement creates no obligation for joint or cooperative acquiring, holding and/or disposal of real or personal property.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Each party shall be responsible for and financing their separate obligations, including, if applicable, establishing and/or maintaining budgets. Further, the administration of this Agreement shall be performed by each entity separately through their Chief Officers.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following POCs will be used by the parties to communicate in the implementation of this MAA. Each party may change its POCs, or their contact information, upon reasonable notice to the other party.

6.1.1. For the USAG Alaska DES

6.1.1.1. Charles Gibbs, Fire Chief, 907-353-6548.

6.1.1.2. Morgan Boatman, Director of Emergency Services, 907-361-4689

6.1.2. For USAG Alaska Resource Management Office

6.1.2.1. Wilson Lubin, Installation Agreements Manager, 907-353-7676

6.1.2.2. Rose Wentland, Manpower/Agreements Chief, 907-353-7674

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MAA will be addressed to

6.2.1. wilson.lubin.civ@mail.mil

6.3. REVIEW OF AGREEMENT: This MAA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: Requesting parties shall provide written notification for any desired renegotiation and/or amendments to provisions contained in this agreement.

6.5. DISPUTES: Any dispute relating to this MAA will, subject to any applicable law, Executive Order, Directive or Instruction, be resolved by consultation between the Parties or elevated through their respective chains of command for resolution per DODI 4000.19..

6.6. TERMINATION OF AGREEMENT: This MAA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MAA may also be terminated at any time upon the mutual written consent to the Parties.

6.7. TRANSFERABILITY: This MAA is not transferable except with the written consent of the parties..

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MAA embodies the entire agreement between the Parties regarding the MAA's subject matter.

6.9. EFFECTIVE DATE: This MOU becomes effective upon the date the last party signs.

6.10. EXPIRATION DATE: This MAA expires on nine years from the effective date.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MAA cancels and supersedes the previously signed agreement between the same parties with the subject, Mutual Aid Agreement for Fire Protection Services effective date 08 Aug 2014.

AGREED

Fairbanks North Star Borough (FNSB): Chena Goldstream Fire and Rescue:

Date: _____
Mayor

Date: _____
Fire Chief

Ester Volunteer Fire Department:

North Star Volunteer Fire Department:

Date: _____
Fire Chief

Date: _____
Fire Chief

Salcha Fire and Rescue:

Steese Area Volunteer Fire Department:

Date: _____
Fire Chief

Date: _____
Fire Chief

University of Alaska Fairbanks:

City of Fairbanks:

Date: _____
Chancellor

Date: _____
Mayor

City of North Pole:

USAG Alaska:

Date: _____
Mayor

Date: _____
Garrison Commander

Eielson AFB:

Fairbanks International Airport:

Date: _____
Base Commander

Date: _____
Airport Manager

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Forestry Cooperative Fire Protection Agreement



The North Pole Fire Department would like the city of North Pole to accept the 2020 Annual Operating Plan and sign the 2020 Forestry Cooperative Fire Protection Agreement.

The NPFD has had a long-time relationship with the Division of Forestry that has been mutually beneficial to both agencies. By entering into the CFPA the NPFD is agreeing to provide equipment and personnel for forestry firefighting and to be paid a set rate for our people and equipment. This agreement does not compel us to provide services if our staffing or equipment is such that it would leave the city of North Pole At risk. The Agreement has been reviewed by the city Attorney and all concerns have been resolved.

Fire Chief:

Geoffrey L. Coon

A handwritten signature in cursive script, appearing to read "Geoffrey L. Coon", is written over the printed name.

Geoff Coon

From: Zane Wilson <zane@alaskalaw.com>
Sent: Thursday, May 14, 2020 12:40 PM
To: Geoff Coon; Rene Broker
Cc: Niki Lightly
Subject: RE: Follow up on AOP with forestry agreement

Chief Coon,

As I understand it Zane's comment re: May or Shall was meant to apply to the next sentence regarding a separate agreement for costs. This is not a deal breaker at all. The only risk is they ask you to provide additional information and/or testify and these costs may not be paid by them.

Thanks,

Rene

From: Geoff Coon
Sent: Tuesday, May 12, 2020 3:58 PM
To: Zane Wilson <zane@alaskalaw.com>; Rene Broker <reneb@alaskalaw.com>
Subject: Follow up on AOP with forestry agreement

Rene/Zane:

Attached is the final agreement with Forestry. They made all of the recommended changes to the 2020 CFPA (Zane's recommended to add language to an indemnification clause, Forestry elected to remove it all together due to numerous complaints by contractors.)

But the 2020 CFD Annual operating plan, Forestry did not want to change Page 5 Section G 3 from May to shall (as recommended from Zane). Language included and highlighted below for review.

So I guess I need to know if this is a deal breaker? If it is we can send it back to forestry for their legal to review and they might change it. My take on this is we would want to help testify against a party for this violation. Let me know

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

The FD may be requested to assist or provide information to Forestry for both escaped and non- escaped fires that may be in violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95. Should criminal or civil legal action be taken by Forestry against a party for violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95, the FD may be required to provide additional information and/or be called to testify in court on Forestry's behalf. The FD and Forestry may establish a separate agreement for any costs that would be incurred to either party should this occur.

S

From: Stevens, Matthew W (DNR) <matthew.stevens@alaska.gov>
Sent: Tuesday, May 12, 2020 1:57 PM
To: Geoff Coon <GCoon@northpolefire.org>
Subject: RE: city of North Pole's comments on the agreement

Matthew Stevens
Fairbanks-Delta Area Forester
Alaska Division of Forestry
Office: (907) 451-2601
Cell: (941) 855 4024
matthew.stevens@alaska.gov

From: Geoff Coon <GCoon@northpolefire.org>
Sent: Wednesday, May 6, 2020 1:40 PM
To: Stevens, Matthew W (DNR) <matthew.stevens@alaska.gov>
Subject: city of North Pole's comments on the agreement

Matt call me anytime on this I would like to move forward so the city of North Pole can participate.
Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-8868 WK
907-687-1969 Cell

From: Zane Wilson <zane@alaskalaw.com>
Sent: Wednesday, April 29, 2020 4:40 PM
To: Geoff Coon <GCoon@northpolefire.org>
Cc: Niki Lightly <nikil@alaskalaw.com>
Subject: RE: please review the forestry cooperators agreements

Chief:

I reviewed and have a few comments. I did not attempt to correct punctuation and stylistic issues as this is a PDF.

Any indemnification must be prefaced by "to the extent allowed by law." My ability to edit a PDF is very limited, please click on the blow out sign to get my comment on any highlighted language.

None of my comments are deal breakers other than the indemnification issue-which we simply cannot do as phrased. I would just hand write in my addition on this, initial it, sign and return.

Zane

From: Geoff Coon
Sent: Tuesday, April 28, 2020 3:03 PM
To: Zane Wilson <zane@alaskalaw.com>
Subject: please review the forestry cooperators agreements

Zane please review and make recommendations. The attachment 2020 CFPA does have an indemnification clause that I don't remember seeing before. The NPFDA has sometimes signed this agreement and sometimes not depending on how the first meeting goes, I know we have and most departments do sign it but I can't find when we have signed it in the past. I would like if appropriate for this to go to council for the second meeting in May.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

From: Donahue, Tina R (DNR) <tina.donahue@alaska.gov>
Sent: Thursday, April 09, 2020 8:50 PM
To: Geoff Coon <GCoon@northpolefire.org>
Subject: 2020 CFPA and 2020 Annual Operating Plan

Dear Chief Coon,

I hope you and your employees are all doing well. Attached is your updated CFPA and 2020 Annual Operating Plan along with a letter from Ed Sanford, Fairbanks Area Forestry FMO. You will be contacted with the details on a virtual meeting in the near future.

Stay healthy and safe.

Tina Donahue
Administrative Assistant III
Fairbanks/Delta Forestry
3700 Airport Way
Fairbanks, AK 99709
907-451-2600
907-895-2100

2020

Annual Operating Plan

**State of Alaska, Department of Natural Resources, Division of Forestry and
Cooperator Fire Departments**

Area:

Fire Department:

Sections

- A. Fire Response and Notification Procedures in the FD Service Area**
- B. Discretionary Response Procedures**
- C. Communications**
- D. Command**
- E. Fire Reports and Reporting**
- F. Prepositioning**
- G. Investigation Procedures**
- H. Prevention**
- I. Training Standards and Physical Fitness**
- J. Fire Department IMT and National Participation**
- K. Fire Stores/Equipment**
- L. Operating Procedures**

Purpose

The Annual Operating Plan (AOP) is a supplement to the Cooperative Fire Protection Agreement (CFPA) and outlines the procedures to be followed in this agreement. The CFPA implements the intent of AS 41.15.010 - 41.15.170 to provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on forested land that is owned privately, by the state, or by a municipality. It is also recognized by the Cooperator (FD) that an obligation exists to provide protection to life and property from wildland fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the FD's and the State of Alaska to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interests of both the FD's and the State of Alaska to suppress wildland fires quickly and efficiently to minimize the destruction of natural resources and threat to life and property.

A Fire Response and Notification Procedures in the FD Primary Service Area

1. Within a FD's Primary Service Area, State of Alaska Division of Forestry (Forestry) will generally not respond to wildland fires during Low or Moderate Fire Danger Levels listed in the Fire Staffing and Action Guide. This section does not preclude a FD from requesting Forestry assistance on any wildland incident that exceeds the capability of their resources for control.
2. Upon receipt of an incoming call for a wildland fire within State's protection area, the FD's Dispatch Center will contact local Area Forestry Dispatch or the Area Forestry Duty Officer to forward fire information.
3. The FD's Senior Fire Officer (SFO) will notify Forestry, either through the State's primary radio frequency (ALMR) or call local Area Forestry Dispatch for any response to a wildland fire within the FD's primary response area. The FD's SFO may instruct their dispatch center to make this call to Forestry at the time of dispatch.

B Discretionary Response Procedures

1. Within the FD's Primary Response Area: A response that occurs after a fire has been contained and Forestry assumes single command of a wildland fire and request that the FD remain on scene. Forestry is responsible for FD cost.
2. The FD's Senior Fire Officer (SFO) will be contacted prior to apparatus or staff responding to Discretionary Response inside or outside FD's response area by the Forester or designee.
3. Outside of the Primary Response Area: When requesting a discretionary response outside the FD's service area, Forestry will contact the FD's Dispatch Center who will notify the appropriate SFO. The decision of accepting a discretionary response request is at the sole discretion of the FD. In accordance with their department's policy, the Senior Fire Officer will make all appropriate notifications prior to the acceptance of the discretionary response request. When requesting a FD's discretionary response, Forestry will designate the type and number of apparatus or equipment needed. If available and with FMO and Fire Chief approval, a department SFO may accompany the unit(s). Forestry is solely responsible for costs associated with Discretionary Response.

C Communications

1. Forestry units responding to incidents within the protection area of a FD will advise the SFO of their response on preseason designated Tactical Frequency.

2. For multiple agency response and helicopter communications, Tactical Frequencies are recommended for initial contact only. Incident frequencies will be established and coordinated by responding agencies once on scene and reported back to local Area Forestry Dispatch. Responding units may contact the FD dispatch as a back-up for the communications plan.
3. On scene communications between ground forces and any aircraft will be routed through a single point Forestry contact as designated by the incident commander. The primary frequency for aircraft communication is State Tactical Air to Ground.

D. Command

1. Upon arrival at a wildland fire incident, the first unit on the scene establishes command until it is determined that a unified command is needed.
2. Upon transfer of command by a FD Incident Commander, a Forestry Incident Commander must be established as either Unified or Single Command when Forestry resources remain on scene. This command change must be documented by calling local Area Forestry Dispatch with notification of change.

E. Fire Reports and Reporting

1. FD's will provide Forestry with a copy of:
 - Incident map
 - Alaska National Fire Incident Reporting System (ANFIRS) report with a narrative stating pertinent information and suspected cause.
 - Email ANFIRS report to local Area Forestry Dispatch within 48 hours of the incident being called out.

F. Prepositioning

1. Forestry will provide the FD with a daily Prepositioning Report listing available resources and hours of availability during fire season.
2. When Forestry engine crews are prepositioned in a service area; they will be dispatched simultaneously to wildland fires with the cooperating FD. Forestry ground resources will acknowledge their response to the FD's Senior Fire Officer and Forestry Dispatch.
3. Forestry Dispatch will always have discretion when assigning Forestry resources and can direct them to a higher priority fire at any time.
4. Local Area Forestry Offices and local FD's may establish different protocols and procedures for prepositioning. Differences in preposition procedures need to be established prior to the start of fire season.

G. Investigation Procedures

1. Upon arrival at a wildland fire incident, the first arriving units on the scene shall establish a chain of custody on scene, secure any suspected fire origin areas from encroachment or tampering, protect evidence in place and identify any potential witnesses and/or suspects prior to the arrival of Forestry. Forestry will provide fire investigators to determine the cause of wildland fires. The request for an investigator must be placed early in the incident and every effort must be made to protect the point of origin of the fire until the investigator arrives on scene to begin a formal investigation.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

2. During the established wildland fire season, the FD, if they are the first arriving agency on an incident, will establish and maintain a chain of custody for both escaped or non-escaped fires which may involve any potential violations of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95. This chain of custody shall be maintained until transferred by the FD to Forestry. In the event the FD has insufficient resources to maintain a chain of custody due to fire activity or staffing, they shall be responsible for documenting the incident, both in writing and pictures, prior to departing. Investigation information shall be provided to Forestry as soon as possible.
3. The FD may be requested to assist or provide information to Forestry for both escaped and non- escaped fires that may be in violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95. Should criminal or civil legal action be taken by Forestry against a party for violation of State wildland fire protection laws under AS 41.15 and/or 11 AAC 95, the FD may be required to provide additional information and/or be called to testify in court on Forestry's behalf. The FD and Forestry may establish a separate agreement for any costs that would be incurred to either party should this occur.
4. The FD may not enforce, through verbal or written warnings or citation, State wildland fire protection laws under AS 41.15 and/or 11 AAC 95 unless the FD has collateral law enforcement duties and has been granted authority to undertake such actions.

H. Prevention

1. The statewide Wildland Fire Prevention Program Office coordinates all wildland fire public education outreach, engineering, investigation and enforcement efforts on all lands under Forestry's statutory authority. Area specific Wildland Prevention programs are managed by local Area Forestry Offices. The FD may assist Forestry with public education about wildland fire prevention, permitted burning, safe burning practices and providing them with Forestry approved public education materials where available.
2. When requested, Forestry will assist with FD fire prevention programs contingent on staff availability and fire activity.
3. Forestry has authority under Sec. 41.15.060 to establish and maintain burn permit requirements on all State, municipal and private forested lands. FD's under 11 AAC 95.412(d)(4) may implement their own local burn permit program if the requirements are equal to or more stringent than those required by the State.
4. Forestry has established two type of permitted burning during the designated fire season:
 - Small-Scale permitted burning which is limited to one burn barrel of up to 55 gallons in size, one brush pile up to 10 foot in diameter and four feet in height, or the burning of up to one acre of maintained lawn no more than four inches in height. This permit does not require a site inspection by Forestry prior to burning.
 - Large-Scale permitted burning that involves operations that are more complex than those allowed under a Small-Scale permit. This permit may require a site inspection by Forestry prior to burning. The Cooperator may assist Forestry in distributing Small-Scale Burn Permits within their Primary Response Area when applicable.
5. Forestry has authority under 11 AAC 95.445. to temporarily suspend Small and Large-Scale permitted burning on all state, municipal and private forested lands. Forestry will announce temporary burn suspensions by notifications on the Division of Forestry's Internet website and by recorded telephone message at local Area Forestry offices. The announcement will specify the area under suspension and the effective dates and time period of the suspension. Forestry will notify the

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

FD of burning suspensions, wind advisories, closures, and Red Flag Warnings through the Daily Prepositioning Report. Additional information about weather and burning conditions may be found at <http://forestry.alaska.gov/burn>. Telephone notification will be made for emergencies not covered in the Prepositioning Report.

6. The Commissioner of Department of Natural Resources (DNR) may immediately close an area to the setting of fires, smoking, use of specified approved burning devices, entry, or other use on the land when the commissioner determines that these activities would significantly increase the fire danger. (b) An emergency burn closure applies to all activities and on all state, municipal, and private land identified in the closure, including burning conducted under 11 AAC 95.412(d)(4). Forestry will announce an Emergency Burn Closure by notification on the Division of Forestry's Internet website, local radio, and local print media if any exist. Notices will specify the area closed, the activities restricted, and the effective dates of closure.
 - The FD may close open burning in accordance with the provisions of the local fire codes or ordinances.
 - The FD's SFO may request the local Area Forestry to open, suspend or close both permitted and/or non-permitted burning under Forestry's jurisdiction by contacting the Forestry Fire Management Officer (FMO) by email, phone or in person. Requests of this nature will follow Forestry policies and procedures.

I Training Standards and Physical Fitness

1. Forestry and their delegated agencies will issue National Wildfire Coordinating Group (NWCG) Interagency Red Cards after proof of training and physical fitness. Qualifications will be demonstrated by possession of a current, valid Red Card appropriate to the position being hired. All personnel hired as Emergency Fire Fighter (EFF) by Forestry must meet established physical fitness and training standards for the position hired. There will be no exceptions.
2. FD personnel assigned to a Discretionary Response shall be certified by the FD's chief as trained and fit for the duty(s) requested. Personnel not possessing NWCG Interagency Red Cards shall remain employees of the FD. They are the liability of the FD and are not eligible to be hired as EFF.
3. FD Personnel Certification: FD Chiefs or Training Officer will crosswalk and certify fire personnel from National Fire Protection Association (NFPA) to NWCG positions of Fire Fighter 1 (FFT1), Fire Fighter 2 (FFT2) and Engine Operator (ENOP). These positions are Job Aids or may require completed Position Taskbooks (PTB).
4. Red Card certification must be made prior to any assignments (preferably at the beginning of wildfire season) for FD personnel assigned to a Discretionary Response outside the FD's Primary and Mutual Aid Response Area and sent to the local Area Forestry Training Officer. Certification letter will include FD personnel name, FD position and cross-walked position, prior to red card being issued and be delivered prior to local Area Forestry Training Officer by **May 1st of every year.**
5. For other positions, FD's will follow NWCG training and Certification guidelines under PMS 310-1.
6. Consideration for fully qualified NWCG position requires attending appropriate position classroom training, successful performance on assignments and completing a PTB.
7. Personnel shall meet all established physical fitness and training standards for these positions.
8. FD personnel assigned to a Discretionary Response within the FD's Primary and Mutual Aid

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

Response Area shall be certified by the FD's Chief or designee as trained and fit for the duty(s) requested. Personnel not possessing NWCG Interagency Red Cards shall remain employees of the FD. They are the liability of the cooperator and are not eligible to be hired as EFF.

9. Mutual Aid requests from other FD's follow FD certification process.
10. Forestry may assist in the training of agency personnel in preseason wildland fire protection, refresher and pack test.

J. Fire Department IMT and National Participation

1. Individual FD personnel fulfilling Incident Management Team (IMT) positions, qualified or trainee are not subject to preparedness level thresholds. As such, these resource orders will be filled accordingly through local Area Dispatch Office.
2. Qualified FD personnel will be made available, after mutual consent of Forestry and FD Chief, for assignments by notifying local Area Dispatch
3. In the interest of advancing FD employee experience, "trainees" may be assigned to incidents under this agreement where FD will cover all costs except travel, food, and lodging through prior mutual agreement of Forestry on a case by case basis.
4. On National assignments, all regular full-time FD personnel will be reimbursed at their regular FD rates to include benefits for the hours worked. The FD will not be reimbursed for associated costs for backfill or minimum staffing levels.
5. FD personnel must be self-sufficient; they must have the ability to provide for food, lodging, fuel and miscellaneous maintenance for equipment.

K. Fire Stores/Equipment

1. Discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD additional supplies as needed to complete the required minimum equipment inventory. The FD will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. Forestry will not hold the FD accountable for consumable fire supplies. Upon return from fire assignment all stores items will be returned to the local Area Forestry Warehouse.
2. FD's will outfit apparatus based on Minimum Required Equipment and Supply Table. Wildland fire issued from FD supplies that are lost or damaged can be replaced through the State Fire Warehouse, with appropriate Resource Order (RO) and fire number. Any lost or damaged supplies or equipment may also be replaced by filling out the appropriate Property Loss Damage Report and submitting with Finance Packet.
3. All personnel responding to wildland fire shall be equipped with proper personal protective equipment as stipulated in the Division of Forestry (DOF) Policy and Procedures Manual Section 2120. This includes a fire-retardant shirt and jeans or coveralls, helmet (non-metal), eye protection, heavy-duty leather gloves, 8" tall lace up leather boots, and a fire shelter for each person.

L. Operating Procedures

1. Timekeeping: The start of the rental period begins upon passing inspection and receiving a completed Pre-use inspection form (OF-296). Time shall be documented on the initial shift ticket. Each service call will be documented via shift tickets to an Emergency Equipment Use Invoice, OF-286, or equivalent.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

The FD agrees that service documents may be signed by the FD's staff as a duly authorized representative for certification as to the number of hours or other units of pay earned. The FD staff or a designee must sign shift tickets during the assignment and the Emergency Equipment Use Invoice document at the time of release from work.

2. Crew Time Reports (CTR) should be started for apparatus staff once equipment is inspected and placed in service.
3. **Apparatus Staffing:** The FD shall furnish the required staffing as listed in Tables 1-6, for each apparatus. Personnel from FD's may be hired by Forestry as EFF. The operator, if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide. The personnel must possess a valid driver's license with applicable endorsements and complete a Forestry Hiring Packet prior to hire. The FD will ensure that the personnel are qualified to staff the apparatus.
 - Additional FD personnel above minimum staffing levels listed in rate table may staff the apparatus. Variations from staffing levels listed in the AOP rate tables must be mutually agreed upon by Area Forestry FMO and the FD and adjustments must be noted on the RO and documented daily with the Equipment Shift Tickets (OF-297).
 - Apparatus may be staffed below recommended minimum with approval from FMO. If staffed below minimum it will be noted on RO at the time of hire.
 - **All personnel staffing apparatus will be listed legibly daily on Equipment Shift Ticket's (OF-297) with FD or EFF status next to each name and position filled on the apparatus. (i.e. FFTR1, FFTR2, ENOP) (example: Jane Smith EFF FFTR1)**
4. **Transportation of Apparatus:** Apparatus shall be delivered, at Forestry's expense, from point of hire to the work site (incident) and returned to the point of hire.
5. **Performance and Direction of Work:** The FD staff are always responsible for the safe and efficient operation of apparatus and may refuse to work in a situation:
 - exceeding FD staff ability
 - that exceeds the capability of the apparatus
 - that may result in damage to the apparatus

The FD staff receive work assignments from and perform work under the general direction of Forestry. In the event Forestry terminates an operator for cause, replacement FD staff may be requested from the FD. A performance evaluation will be completed for each operator/apparatus.
6. **Servicing and Repairs:** The FD is responsible for the cost of all servicing to include providing and maintaining the apparatus with fuel, oil, lubricants, filters, and other operating supplies to maintain the apparatus in a safe operating condition. It is the responsibility of the FD staff to determine that the fuel used is the proper fuel for the apparatus. Forestry will provide fuel or reimburse fuel receipts once apparatus is placed on RO. Fuel receipts should be submitted during invoice process.
 - If no FD personnel staff the apparatus, Forestry will maintain, service and will be responsible for the apparatus while it is on a RO.
7. **Tools, Spares, and Accessories:** The FD staff are responsible, always, for tools, spares, and accessories belonging to the FD and shall secure them in the apparatus if possible. Items that cannot be so secured

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

may be placed in a Forestry-designated storage area, if available.

8 **Required Equipment:** The FD agrees to furnish apparatus, except command vehicles, with the following equipment:

- All apparatus listed in the Online Application System (OLAS) will be accompanied by a complete vehicle inventory in hard copy format.
- All fire apparatus resource ordered as part of an Engine Task Force/Strike Team are required to carry structural firefighting equipment necessary to conform with FD Standard Operating Procedures and are required to carry the following minimum equipment upon leaving for the incident. These items will be supplied by Forestry upon request of the FD and shall be returned to the same Area Forestry Warehouse upon completion of the assignment.

Minimum Equipment and Supply Tables

3 ea. 100' length of 1½" hose (Forestry)	1 ea. Fire Shelter per seat
2 ea. 1" nozzles to fit 1" hose	1 ea. EFF bag per Firefighter
2 ea. 1½" nozzle to fit 1½" hose	1 ea. Radio w/Clam Shell & Batteries
3 ea. 100' length of 1" hose (Forestry)	24 ea. AA battery
1 ea. Shovel	3 ea. Pulaski
1 ea. 1½" NHx1½ NH double female	1 ea. First Aid Kit, Crew, Belt Type
1 ea. 1½" NHx1½ NH double male	2 ea. Backpack pump (FEDCO) (empty)
2 ea. 1½" NHx1" NPSH (female-male)	2 ea. Cases MRE's
1 ea. 1" NPSH x1½" NH (female/male)	2 ea. Cubitainer Water
2 ea. 1½" NH x 1½" NH x 1½" NH	2 ea. Pack of fusees (10 ea./pk) OR
1 ea. Hose clamp for 1" and 1½" hose	1 ea. Drip torch w/5 gallons drip torch fuel
1 ea. Portable Tank, 1500 gallons or larger (Water Tenders only, all types)	

9. **Apparatus Loss, Damage or Destruction:** Equipment furnished under a contractual agreement with Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions. Thus, what is considered normal wear and tear under any agreement with the State for fire suppression or other all-risk incident actions is more than what equipment is subjected to under normal highway operations. Wear and tear include worn or cracked tire tread on the running surfaces, chips and scratches to the vehicles painted and other surfaces; small dings and scratches to the bumpers, and surface chips and scratches to the vehicle's windshield, glass, and mirrors.
- If the FD wishes to file a claim for non-Forestry provided equipment, a State Property Loss/Damage Report documenting lost, stolen, or damaged equipment not arising from the above conditions or as the result of negligence on the part of Forestry must be completed and submitted to the State within thirty days of demobilization. Incomplete or unsupported claims will be returned to the FD for further information and/or documentation.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

- In the event damage or destruction occurs because of negligence on the part of the State, Forestry's liability is limited to the lesser of the actual repair costs or market value. Forestry is not responsible for the costs of loss or physical damage to FD's equipment due to negligence on the part of FD's personnel, for indirect damages such as loss of use or lost profits, or for wear and tear.
 - State Property Loss/Damage Report forms and claims procedures may be found in the Alaska Incident Business Management Handbook (AIBMH), Chapter 11, Contractor and Employee Property Claims.
 - Loss, Damage or Destruction claims will **not be accepted** without Post Inspection documentation from the incident.
10. Accessories for Apparatus: All apparatus must have seat belts for all occupants, three portable emergency reflectors, one 5-lb. functional ABC fire extinguisher, and any additional accessories as specified in the AOP.
11. Travel, Meals and Lodging: Travel time between the point of hire and the incident is reimbursable. Forestry will either pay per diem at established State of Alaska, rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.
- Compensable meal periods - Personnel assigned to the fire may be compensated for their meal period if all the following conditions are met:
- The fire is not controlled, and
- The Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
 - The compensable meal break is approved by the supervisor and documented on the CTR and/or Shift Ticket at the next level.
 - ½ hour lunch must be taken while in travel status over eight hours.
 - In those situations, where incident support personnel cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the CTR/Shift Ticket in "Remarks" section as "No lunch taken due to uncontrolled fire line". If a meal break is not documented on the CTR or Shift ticket, the break will be automatically deducted by the State.
12. Fatigue Management: FD personnel hired as EFF or FD staff will follow SOA work rest guidelines. To maintain safe and productive incident activities, personnel must appropriately manage work and rest periods, assignment duration and shift length.
- Personnel should receive adequate time off to safely perform the essential functions of their positions. The following is established to promote safety, limit fatigue, and reduce work-related injuries while adhering to specific bargaining unit contract provisions.
- 2 to 1 Work-Rest Ratio
 - Requires at least 1 calendar day off in 14 Days or 2 calendar days off in 21 days
 - Provide for Meal Breaks
 - On travel days, employees should be at home or in a hotel for the night by 22:00 HRS.
 - Drivers are limited to driving 10 hours/day in a 16-hour shift.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

For complete Fatigue Management Policy Reference: Dept. Natural Resources, Division of Forestry, Policy and Procedures Manual, 2100 Wildland Fire Safety.

13. Rate Definitions: FD's may choose between two options for rates, **Standard** or **Combined Daily Rate**.

Standard Daily Rate (Apparatus and personnel are invoiced separately).

Standard Daily Rate is commonly used for assignments with minimal personnel rotation or long duration (up to 14 days away from home station). The Standard Daily Rate has separate rates for apparatus and personnel, (see Tables 1 through 3).

- Firefighter pay rates are based on actual FD pay rate or EFF skill-based pay rate.
- Apparatus personnel may be a mix of FD or EFF personnel.
- Administrative fees may be assessed for FD personnel.

Combined Daily Rate (Apparatus with Personnel in one rate):

Combined Daily Rate is commonly used for FD's that rotate personnel frequently (daily) on apparatus. This is tracked using the Emergency Shift Ticket (OF-297) only. The Combined Daily Rate includes a single established rate for both the apparatus and personnel, (See Tables 4 through 6).

- All apparatus personnel remain FD employees, as single rate for both apparatus and personnel. The FD shall furnish the required minimum staffing as listed in the Combined Daily Rate tables. The FD will ensure that the operator/personnel are qualified to operate the apparatus.
- FD's will not be allowed to invoice for administrative fees when using the Combined Daily Rate.
- Under the Combined Daily Rate, all FD resources will be tracked on the Emergency Shift Ticket (OF-297) and paid via the Emergency Equipment Use Invoice (OF-286)

14. Personnel Pay Rates: FD staff will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of FD staff listed on the rate charts is the minimum required staffing. Any changes to standard staffing will be agreed to in the AOP and document on RO's. No additional personnel will be paid by Forestry unless resource ordered.

Hourly Rates for FD employees by position only, will be established when the AOP is signed. FD's will provide a position qualification list with hourly rates to Forestry. No private information will be included in this list. This list will be used for cross reference at the time of invoice, for FD employee name, position on apparatus and hourly rate.

Example:

Position	Hourly Rate	Backfill Overtime Hourly Rate
Non-Supervisory, Structural Firefighter, Advanced	\$27.82/Hour	\$35.42/Hour
Driver/Operator/Engineer	\$33.14/Hour	\$41.23/Hour

15. Backfill: Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

above what the regular salary would have been for the employee(s) deployed. Backfill reimbursement will be approved only when the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract.

16. **Administrative Rate:** Forestry will not pay administrative fees more than **13.5%**.
- The administrative rate is only applied to the personnel cost, not the total invoice. As a cost containment measure, higher paid FD's shall be considered for release first.
17. **Apparatus Pay Rates:** Apparatus rates have been determined by Forestry for all categories, types, and classes of Apparatus and are included in the OLAS. OLAS is used by the FD to register or list their apparatus and by the dispatcher and others to search for and hire Apparatus. Any FD using rates that are non-compliant with Forestry specified rates will normally be the last hired and the first released. The link to OLAS is <https://dnr.alaska.gov/olas/>. Rates are also listed in Tables 1 through 6.
- Non-apparatus equipment rates have been determined by Forestry for all categories, types, and classes of equipment and are included in the OLAS. Any equipment or vehicle owned by the FD and not reflected in the Apparatus Rate Tables, will be paid at the rates shown in Chapter 6 of the AIBMH and OLAS. Any FD using rates that are non-compliant with Forestry specified rates will normally be the last hired and the first released.
 - Non-apparatus equipment needs to be registered on the "Vendor" entry tab of OLAS prior to hire. Non-apparatus includes but not limited to heavy equipment, tracked vehicles, ATV/UTV, sedans or trucks, boats, generators, aviation crash and rescue trucks, chainsaws, portable pumps, light towers and Ambulances.
 - Each shift for apparatus or equipment must be documented on an Equipment Shift Ticket (OF-297) and must be signed by the FD's personnel and the supervisor on the incident as the duly authorized representative for certification as to the number of hours or other units of pay earned. Hours shall consist of the period working (assigned), ordered standby, or compensable travel time.
 - **All personnel staffing apparatus will be listed legibly daily on Equipment Shift Ticket's (OF-297) with FD or EFF status next to each name and position filled on the apparatus. (i.e. FFT1, FFT2, ENOP) (example: Jane Smith EFF FFT1)**
 - Apparatus pay rates will be based on resource type ordered. If agreed to by both the FMO and Fire Chief prior to hire and documented on RO at the time of hire as a change, a different apparatus may be substituted.
 - All apparatus pre and post inspections can be performed at local Area Forestry Office or on incident if apparatus leaves directly from station directly to assignment.
 - A Mobilization Finance packet will be given to each apparatus at the start of the hiring process. Upon completion of an assignment a Demobilization Finance Packet will need to be submitted to the local Area Administrative staff.

The incident or dispatch office will compile the amount earned on the Emergency Equipment Use Invoice (OF-286) which both parties will sign to show concurrence of the amount due the FD at the time of release from assignment. OF-288s will be posted for FD staff or FD staff hired as EFF by the incident or Area.

18. **Rate Calculations:** The rates are calculated for Interagency use based on the Consumer Price Index (CIP) for Anchorage. The rates are fair and reasonable for apparatus or equipment in generally new and

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

good operating condition. Rates are effective pending any modifications resulting from the previous fiscal year, directives, and/or changes in the applicable Service Contract Act Wage Determination (SCA) or marketplace realities.

- Rates are reviewed annually for OLAS, CFPA, AOP and the AIBMH.
- Rates are reviewed by SOA and Federal Interagency partners. A fair market rate that is allowable under all (State of Alaska & Federal partners) agency procurement policies is adopted.
- Daily rates may fluctuate between annual changes.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

Invoice Matrix

Invoice Matrix: Apparatus and Personnel Billing				
Use TABLE's for specific rates	Invoice for Apparatus	Invoice for FD Staff	Invoice for DOF Technicians or EFF Personnel	Additional Invoice Billable Documentation Items***
Apparatus Only	YES	NO	NO	Refurb** and incidentals
Apparatus w/FD Staff only	YES	YES	NO*	Refurb** and incidentals, FD staff @ Dept rates and Admin Fees
Apparatus w/Mixed FD and DOF/EFF Personnel	YES	YES, For FD staff only	NO*	Refurb** and incidentals, FD staff @ Dept rates and Admin Fees
Apparatus w/All DOF/EFF Personnel	YES	NO	NO*	Refurb** and incidentals
Non-apparatus equipment or vehicles	YES, Equipment Shift Tickets	NO	NO	Incidentals.
Federal Excess Personal Property (FEPP) Apparatus Only	YES, @ 66% of Daily Rate	****	****	Refurb** and incidentals
Combined Daily Rate	YES, invoice includes personnel	NO, personnel cost included in rate	NO	Refurb**, incidentals Equipment Shift Tickets (OF-297), Emergency Equipment Use Invoice (OF-286)

*EFF are managed by SOA, no invoice from FD is needed.

**Refurb rate based on length of time on assignment, 4 hours for an assignment of 10 days or less, 8 hours for an assignment greater than 10 days.

*** Not all inclusive, additional documentation may be required. Claims packets need to be included but not invoiced. (i.e. Per Diem if approved, fuel, maintenance)

**** For FEPP Staffing follow procedures in all non-FEPP Apparatus categories in the matrix.

Apparatus rental rates include routine maintenance; normal wear and tear (minor scratches, chips and scratches in windshield, punctured or flat tires etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1-6). Federal Excess Personal Property (FEPP) apparatus provided by a FD will be paid 66% of the normal rate.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

19. For fractional days at the beginning and ending time under hire, payment will be based on 50 percent of the Daily Rate for periods less than eight hours. To clarify, apparatus initially hired after 1600 (4:00 pm) shall receive half the daily rate for the first day of hire, and apparatus released back to the point of hire before 0800 (8:00 am) on the last day of hire shall receive half the daily rate for the final day of hire.
20. For shifts under hire or assignment between the first and last, the FD shall be paid at the daily rate, if the apparatus is operable and available the entire shift. A shift is the hours worked as stated by the Incident Action Plan and/or as determined by the dispatching office.
21. If the apparatus is inoperable or unavailable during an on-shift period, this will be considered down time and charges will not accrue. Payment will be based on the hours the apparatus was operational during the assigned shift as documented on the shift ticket versus the designated shift times shown on the Incident Action Plan (IAP). If the apparatus was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and deducting pay for the total hours the apparatus was non-operational, i.e., $\text{daily rate} \div \# \text{ hours of shift in IAP} = \text{hourly rate to be deducted}$.
22. Invoicing: For invoicing include apparatus and FD staff on the same invoice. If a new RO is created to transfer assignments, a separate invoice should be done.

Examples for apparatus under both **Standard** and **Combined** Daily Rates:

- Example #1 - The apparatus spends 7 days on Incident A and is then transferred to Incident B with a new RO for 7 days. Two separate invoices need to be submitted in one package.
- Example #2 - If the apparatus stays on one incident the whole time, one invoice with personnel and apparatus may be submitted.
- Example #3 - The apparatus goes to Incident C for ten days and returns home for a break in service. If the apparatus is then RO to the same or a different incident, separate invoices need to be submitted.

Following these examples will speed up the payment cycle and reduce billing errors.

23. **The Area Forester or designee has the authority to correct or change the invoice in case of accounting errors or needed additions or subtractions from invoice, or if the FD chose the improper category, type, class or rate in OLAS.**
24. Insurance: The FD must carry and maintain motor vehicle liability insurance as required by AS 28.22.01. In the case of the FD staff being hired by the State as an EFF, the State covers Worker's Compensation and potential liability based on apparatus operations in response to and operation on a wildland fire. In the case of the FD's staff remaining an employee of the FD, the FD must carry and maintain Worker's Compensation coverage as required by AS 23.30.045.
25. Evaluations: All FD Engines will be evaluated by the incident supervisor and the evaluation form will be included in the documentation packet upon release from the incident.
26. Refurb/Rehab: With the local Area Forester's approval, FD's are allowed up to 4 hours of refurb for an assignment less than or up to 10 days and up to 8 hours of refurb for an assignment longer than 10 days for refurb and rehab of their equipment.
27. Documentation Requirements for Assignments

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

One (1) copy of each of the following documents is required for Out-of-Area Assignments.

- Mobilization packets will be created at the local Area Dispatch office.
- Prior to inspection Documentation package will be reviewed with Area Dispatch and FD.

Finance Packet Matrix

Mobilization Finance Package	Demobilization Finance Package
<i>Packet received upon successful inspection. Maintained for duration of assignment.</i>	<i>Turn completed packet in at completion of assignment.</i>
This Finance Packet needs to stay with apparatus and used at check-in on the incident.	This Finance Packet needs to be turned in at the end of an assignment to the local Area Administrative staff.
*Fire Department Position Rates Sheet	*Fire Department Position Rates Sheet
*Apparatus Inventory Sheet (FD Equipment)	*Apparatus Inventory Sheet (FD Equipment)
Resource Order	Resource Order: Multiple RO's will be needed when re-assigned to different Incidents
Billing Type (Standard Daily Rate w/FD, EFF or Mixed personnel: Or Combined Daily Rate)	Billing Type (Standard Daily Rate w/FD, EFF or Mixed personnel: Or Combined Daily Rate)
Emergency Equipment Rental Agreement (OF-284):	Emergency Equipment Rental Agreement (OF-284):
Current Annual Operating Plan - AOP	Current Annual Operating Plan - AOP
Current Cooperator Fire Protection Agreement - CFPA	Current Cooperator Fire Protection Agreement - CFPA
Pre-Hire Inspection Checklist (OF-296)	Pre & Post Hire Inspection Checklist (OF-296)
Initial Equipment Shift Ticket Book (OF-297)	Completed Equipment Shift Tickets (OF-297)
Blank Contractor Evaluation	Completed Contractor Evaluation
Crew Time Report Book (SF-261)	Completed OF-288, Emergency Firefighter Time Report
*Crew Manifest with Contact information	*Crew Manifest with Contact information
	Emergency Equipment Use Invoice (OF-286):
	Claims Documentation, if applicable
	Any additional receipts/documentation for reimbursable expense accrued on assignment.

*Responsibility of FD to provide at the time of hire to the local Area Dispatch.

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

28 Rate Tables.

- **Standard Daily Rate:** tables 1-2 are for FD Apparatus only. Table 3 is Command Vehicle rate.
- **Combined Daily Rate:** tables 4-5 are for FD Apparatus and Personnel combined rate. Table 6 is Command Vehicle rate.

Table 1- **STANDARD DAILY RATE:** Table for Water Tender Types, Rates & Minimum Requirements

Rates & Components <i>(excludes personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Daily Rate	\$1,950	\$1,630	\$1,300	\$1,630	\$1,300
Hourly Rate for refurb	\$170	\$145	\$120	\$170	\$145
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump Min. Flow (GPM)	300	200	200	250	250
At Rates Pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll	-	-	-	Yes	Yes
Personnel minimum	1	1	1	2	2

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

Table 2- **STANDARD DAILY RATE:** Table for Engine Types, Rates & Minimum Staffing Requirements

Rates & Components <i>(excludes personnel costs)</i>	Structure Apparatus		Wildland Apparatus				
	1	2	3	4	5	6	7
Daily Rate	\$2,840	\$2,680	\$1,785	\$1,545	\$1,265	\$1,070	\$860
Hourly Rate for refurb	\$285	\$275	\$180	\$165	\$145	\$130	\$115
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	30	10
Rated pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2 1/2 inch	1200	1000	-	-	-	-	-
Hose (feet) 1 1/2 inch	400	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
4-Wheel Drive Required	-	-	Yes	Yes	Yes	Yes	Yes
Personnel (minimum)	3	3	3	2	2	2	2

Table 3- **STANDARD DAILY RATE:** Table for Command Vehicles & Minimum Staffing Requirements

COMMAND VEHICLE RATE <i>(Excludes personnel costs)</i>	
Daily Rate	\$545
Hourly Refurb	\$70
Personnel	1, may be hired as vehicle only

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

Table 4- **COMBINED DAILY RATE:** Tables for Water Tender Types & Minimum Staffing Requirements

Rates & Components <i>(includes personnel costs)</i>	Water Tender Types				
	Support			Tactical	
	S1	S2	S3	T1	T2
Daily Rate	\$2,365	\$2,045	\$1,715	\$2,370	\$2,040
Hourly Rate for refurb	\$170	\$145	\$120	\$170	\$145
Tank Capacity (gal)	4000	2500	1000	2000	1000
Pump Min. Flow (GPM)	300	200	200	250	250
At Rates Pressure (psi)	50	50	50	150	150
Max. Refill Time (minutes)	30	20	15	-	-
Pump and roll	-	-	-	Yes	Yes
Personnel minimum	1	1	1	2	2

ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY

Table 5- **COMBINED DAILY RATE:** Tables for Engine Types, Rates & Minimum Staffing Requirements

Rates & Components <i>(includes personnel costs)</i>	Structure Apparatus		Wildland Apparatus				
	1	2	3	4	5	6	7
Daily Rate	\$4,005	\$3,845	\$2,525	\$2,285	\$2,005	\$1,810	\$1,600
Hourly Rate for refurb	\$285	\$275	\$180	\$165	\$145	\$130	\$115
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump Min Flow (GPM)	1000	500	150	50	50	30	10
Rated pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2 1/2 inch	1200	1000	-	-	-	-	-
Hose (feet) 1 1/2 inch	400	500	1000	300	300	300	-
Hose (feet) 1 inch	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master Stream 500 GPM Min	Yes	-	-	-	-	-	-
4-Wheel Drive Required	-	-	Yes	Yes	Yes	Yes	Yes
Personnel (minimum)	3	3	3	2	2	2	2

Table 6- **COMBINED DAILY RATE:** Tables for Command Vehicles & Minimum Staffing Requirements

COMMAND VEHICLE RATE <i>(includes personnel costs)</i>	
Daily Rate	\$960
Hourly Refurb	\$70
Personnel	1

29. Command Vehicles: When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle Command Vehicles must meet the following criteria and come equipped with the following equipment:

- Four Wheel Drive
- Seating for 3 Persons
- First Aid Kit
- Fire Extinguisher
- Emergency Lighting
- Field Programmable Radio

When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle:

- Incident Commander
- Branch Director
- Water Handling Specialist
- Operations Section Chief
- Division/Group Supervisor
- Fire Chief/Designee
- Structure Protection Specialist
- Strike Team/Task Force

30. Ambulance: There are two Types of ambulances: Basic Life Support (BLS) and Advanced Life Support (ALS). The ambulances are owned and staffed by a Fire Departments, Emergency Response agency, vendor or sometimes large hospitals. The difference between BLS and ALS ambulances is the ALS ambulance is equipped with higher trained medical personnel, an EMT and a paramedic as a minimum certification level. The BLS ambulance is staffed with two EMTs as a minimum certification level. The price of the personnel is included in the ambulance daily rate. Both types of ambulances are required to be staffed with a minimum of two personnel and one will serve as a driver. The State provides fuel for the ambulance and the owner or sponsoring agency will provide all medical supplies. The ambulances are listed under the Other Support Items in OLAS.

- All vendor ambulance service personnel must have meet State of Alaska specific certifications or reciprocity requirements.
- All ambulance personnel must meet all scope of practice requirements (medical sponsorship may be required for highly trained and qualified medical personnel)
- Daily Rates are based on one 24-hour period of hire. Personnel changes during this 24-hour period are the fiscal responsibility of ambulance owner.
- FD ambulances are not considered "apparatus", they are list on the non-FD or Vendor side of OLAS.
- Refurb Rates used for FD equipment only. Refurb Rate requirements follow the same policy as FD apparatus.

Table 7 - Ambulance Daily Rate

AMBULANCE DAILY RATE (with staff and fully supplied)		
Type	Advanced Life Support (ALS)	Basic Life Support (BLS)
Daily Rate	\$3500	\$2500
Hourly Refurb	\$125	\$125

31. **Workplace Conduct:** *The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood.* This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (49 CFR Part 29): The bidder/offeror certifies, by submission of this proposal or acceptance of this contract/agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by signature on this agreement to include this clause without modification in all lower tier transactions, solicitation, proposals, contracts and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

I certify that I have read and agree to the conditions and rates contained on this form.

This document supersedes all prior versions of this agreement. Earlier versions must be deleted/destroyed and replaced with this document.

**Annual Operating Plan
Signatures**

For State of Alaska, Department of Natural Resources, Division of Forestry

Area Forester

Date

For Cooperator Fire Department

Fire Chief or Designee

Date

2020
Cooperative Fire Protection Agreement

**State of Alaska, Department of Natural Resources, Division of Forestry and
Cooperator Fire Departments**

Area: Fairbanks-Delta Area Forestry

Fire Department:

Components

- 1. Recitals**
- 2. Scope**
- 3. Definitions**
- 4. Appropriate Response**
- 5. Non-Suppression Activities**
- 6. Command of Incident**
- 7. Rates, Billing and Status of Employees and Apparatus**
- 8. Backfill Reimbursement**
- 9. Travel, Meals and Lodging**
- 10. Refurb/Rehab**
- 11. Mutual Aid**
- 12. Automatic Aid**
- 13. Worker's Compensation**
- 14. Liability Insurance**
- 15. Fire Stores/Equipment Guidelines**
- 16. Land Use and Facility Agreements**
- 17. Training Standards**
- 18. Investigation and Prevention**
- 19. Annual Operating Plan (AOP)**
- 20. Notification**
- 21. Parties Responsible for their own Acts.**
- 22. Permits and Laws**
- 23. Non-Waiver**
- 24. Review and Modifications**
- 25. Fair Intent**
- 26. Agreement Effective Date and Termination**
- 27. Workplace Conduct**

1. Recitals

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2. Scope

This agreement outlines the roles and responsibilities for cooperating Fire Departments (FD) when responding to and suppressing Wildland/Urban Interface fires.

3. Definitions

Annual Operating Plan (AOP): Negotiated annually between the FD and Forestry to define operational details: Rate Tables, Required Equipment, Training, Documentation and Administrative responsibilities. The local Area Forester or designee signs the AOP for the Division of Forestry. The AOP may be different for each fire department due to department policy, city ordinance or union contract.

Automatic Aid: The assistance that is dispatched automatically by contract or agreement between two fire departments, communities or fire districts.

Back Fill: When the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract. Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed

Cooperator: A structural fire department that is in good standing and certified by the State Fire Marshall. For the purpose of this document FD shall be used in all descriptors of a Cooperating Fire Department.

Contained or Containment: When a wildland fire has a natural barrier, dozer line, wet line, roads, scratch line, retardant line, etc. around it to keep the fire from spreading.

Cooperative Fire Protection Agreement (CFPA): The FD establishes a formal relationship with the Division by signing a Cooperative Fire Protection Agreement (CFPA). The agreement is signed by the fire department's Chief or governing official and sent from the Area, through the Region, to the Central Office for the State Foresters and the Department signatures. The CFPA will be the same statewide for all FD's; all cooperating fire departments will have a signed CFPA prior to hire or use of equipment.

Custody: When the operator/personnel remain employees of the FD's, the apparatus remains in operator/personnel custody. When the operator/personnel are hired as Emergency Fire Fighter (EFF), the apparatus remains in Forestry custody during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus. Control of apparatus and personnel shall follow the Incident Command System.

EERA Equipment: Emergency Equipment Rental Agreement (EERA) Equipment includes equipment rented to Forestry that is not fire apparatus. The EERA equipment is registered into On-

Line Application System (OLAS) using Agency Suggested Rates.

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as it's typically used by fire departments for fire suppression purposes. Rates for Apparatus are detailed in the AOP.

Fire Response/Service Area: The FD's Fire Service Area or designated area where the FD has primary responsibility for fire protection. This may also include an Auto Response or Mutual Aid Response Area. Mutual Aid Response Area also includes DNR Forestry local Area of responsibility.

Fire Stores: Items as needed to complete required minimum equipment inventory or Nominal Unit Supply (NUS) as specified in AOP.

Incident Command System: An emergency response management system defined by the National Incident Management System (NIMS), and endorsed by the Governor of Alaska via Administrative Order 170.

Incident Business Management Handbook: The AIBMH applies existing State of Alaska administrative, contracting, and financial regulations and Department procedures within the framework of fire business management operations. Chapter 7 of the AIBMH, Cooperator Fire Departments, addresses FD apparatus; this is a separate compartment within the OLAS, "Fire Department". Chapter 6 AIBMH, Equipment Acquisition; addresses FD non-apparatus equipment, this compartment within OLAS is "Vendors".

Land Use and Facility Agreements: Temporary rental of property for fire purposes. Land Use and Facility Agreements (LUA) may include, but are not limited to; potable water sources, apparatus water sources, parking facilities, land line services, meeting and training rooms and restroom facilities. LUA pre-season inspections and Letter of Agreements (LOA) are preferred over actual incident occurrence.

Licenses and Permits and Insurance - The FD is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire all necessary licenses and permits required by state and federal law/regulation for both the apparatus and operator/personnel.

Mutual Aid: Assistance that is dispatched, upon request, by the responding fire department. Usually it is requested upon the arrival on scene but can be requested in route if circumstances dictate. Mutual aid should be defined by a signed agreement.

OLAS: On-line Application System is used to register, hire, and track FD fire apparatus and EERA equipment. OLAS will be used in the future for entering and tracking the CFPA's and AOPs submitted by FD's.

Order for Service: Upon acceptance of an order for service, either verbally or accepting a Resource Order, a binding contract between the FD and Forestry is created incorporating the terms of the CFPA and the AOP, when the apparatus or equipment passes inspection.

Property: Structures and other property located within a fire response area excluding forested land as defined in AS 41.15.170.

Reporting for Service - The FD is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection at time of hire. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry

will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFPA and AOP documents with the apparatus.

Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the FD requires return of apparatus, the FD shall notify Forestry, and the equipment shall be released within eight hours or at the beginning of the next operational period.

Wildland Fire: Uncontrolled burning of grass, brush, timber and other natural vegetative material. Any non-structure fire that occurs in vegetation or natural fuels. Wildland fire includes prescribed fire and wildfire.

4. Appropriate Response

Standard/Initial Response:

A response that a FD undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Response in a wildland fire begins at the time of notification and ends when the fire has been contained as determined by the Unified Command and no longer poses a threat to life and property. Unless agreed upon by Forestry Fire Management Officer (FMO) and the FD's Fire Chief, Forestry is not responsible for FD costs. By mutual agreement when *containment* has been reached if FD apparatus are requested by Forestry to remain on incident to support Forestry operations, Forestry Dispatch will be notified and Resource Orders for all FD apparatus, personnel and equipment shall be created.

Discretionary Response:

Within the FD Primary Response Area: a response that occurs after a fire has been *contained* and Forestry assumes single command of a wildland fire and requests that the FD remain on scene. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created.

Outside of the FD Primary Response Area: a response to a wildland fire at the request of Forestry to a wildland fire outside a FD's Primary Fire Response/Service Area. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created, apparatus and equipment shall pass inspection prior to start of service.

Unified Command: A method for all agencies or individuals who have jurisdictional responsibility and in some case those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

5. Non-Suppression Activities

Prescribed fire (RX) and other fire management projects:

Under the direction of Forestry, the AOP may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD

jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments:

It is common for wildland fire resources to assist with non-fire incidents. When requested under the authority of the Stafford Act, it is possible for Alaska state and FD resources to assist with these incidents. All such incidents must be handled on a case-by-case basis. FD's should check with the local Division of Forestry (DOF) Area Office, Forester or FMO prior to accepting all risk assignments under the CFPA and AOP agreements.

6. Command of Incident

Standard/Initial Response: The first responder on-scene shall assume functional command of the incident until the arrival of other responders, after which a Unified Command may be established.

Extended Response: By mutual agreement between Forestry and FD's, Forestry will assume single command of the incident once a fire escapes initial attack or is contained. Forestry is fiscally responsible for costs incurred suppressing the wildland fire during extended attack and mop-up when Forestry is in command.

7. Rates, Billing and Status of Employees and Apparatus

- All FD apparatus and EERA equipment will be registered in OLAS. Rate tables for FD apparatus are available in the AOP; for other FD equipment rates review Chapter 6 of the AIBMH..
- Apparatus may be hired unstaffed (apparatus only), Staffed or a mix of FD and Department of Natural Resources (DNR) personnel or staffed by all DNR personnel.
- Rate tables are reviewed annually by DNR.
- The Area Forester or designee has the authority to correct or change the invoice in case of accounting errors or needed additions or subtractions from invoice, or if the FD chose the improper category, type, class or rate in OLAS.
- Billing for fire personnel that will remain FD employees (not EFF) needs to be communicated during the resource ordering process and documented on the Resource Order (RO) prior to hire. During the time of hire FD employee names and position on the apparatus will be documented and manifested.
- Hourly Rates for FD staff by position only, will be established when the AOP is signed. FD's will provide a position qualification list with hourly rates to Forestry. No private information will be included in this list. This list will be used for cross reference at the time of invoice, for FD employee name, position on apparatus and hourly rate.
- If FD personnel will be hired as EFF this needs to be communicated during the resource ordering process and documented in the Resource Ordering and Status System (ROSS) program prior to hire. EFF personnel will get individual resource orders. Rates will be established EFF rates based on position being filled.
- Personnel changes or crew swaps during assignments will be communicated through the home area fire dispatch, regardless of hiring method or management level of fire or location of fire.

- In the event where an AOP has not been signed by Forestry, rates paid for apparatus will not exceed the latest version of the rates listed in the AOP.
- State of Alaska, Division of Forestry employees remain employees of the State whether they work under FD or Forestry command. FD personnel if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire for EFF established in the latest version of the Alaska Emergency Firefighter Type 2 Crew Management Guide and the Alaska Single Resource AD/EFF Casual Hire Guide.

8. Backfill Reimbursement

Forestry will reimburse backfill overtime costs only. Forestry only pays for the overtime above what the regular salary would have been for the employee(s) deployed. Backfill reimbursement will be approved only when the FD is required to supply a firefighter at their station to comply with Fire Department policy, municipal ordinance, or union contract.

- Backfill reimbursement costs will be billed and segregated from the deployed personnel.
- Rates for backfill reimbursement should be attached as an addendum to this document.

9. Travel, Meals and Lodging

Travel time between the point of hire and the incident is reimbursable, if the incident is outside of a 50-mile radius of FD service area and authorization for per diem and travel is documented on Resource Order. Forestry will either pay per diem at established State of Alaska, Forestry rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

10. Refurb/Rehab

With the local Area Forester or Fire Management Officer (FMO) approval, FD's are allowed up to 4 hours of refurb for an assignment less than or up to 10 days and up to 8 hours of refurb for an assignment longer than 10 days for refurb and rehab of their equipment.

- 11. Mutual Aid** resources requested for a mutual aid request must be pre-approved by Forestry to be eligible for reimbursement.
- 12. Automatic Aid** resources will not be reimbursed unless otherwise requested by Forestry as outlined in their AOP.

13. Worker's Compensation

The FD's and Forestry are responsible for Worker's Compensation for their own personnel.

14. Liability Insurance

The FD's and Forestry are responsible for their own liability insurance coverage.

15. Fire Stores/Equipment Guidelines

Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD fire stores as needed to complete the required minimum equipment inventory as specified in AOP. The FD will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. Forestry will not hold the FD accountable for consumable fire supplies. Upon return from fire assignment all stores items will be returned to the local Area Forestry Warehouse.

If non-consumable fire stores become broken, or otherwise unusable, the FD will return the damaged item, along with a statement (or appropriate forms) of how the item was damaged, to Forestry for repair or replacement. If an item becomes lost or damaged as a result of negligence by the FD, the FD will be liable for replacement.

16. Land Use and Facility Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations as to price fairness, consideration should be given, but not limited, to the following items:

- Fair market rental rates for the property in the area
- Costs to the property owner, loss of rental fees from other sources, disruption of business
- Alterations needed and who will make them in a written scope of work
- Impacts on the property
- Costs of restoration, and who will do the restoration work
- Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Pre-inspection and post-inspection shall be made of the premises using the forms found in the Forms section of the AIBMH, Chapter 16. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are required showing where actual damages occur that may result in a claim. Pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, cisterns, road conditions, etc.

Further information can be found in the AIBMH, Chapter 16, Land/Facilities Acquisition.

17. Training Standards

When responding outside its Fire Response/Service Area, all FD employees will be National Wildfire Coordinating Group (NWCG) certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. Forestry may provide wildfire training material to the FD upon request. Training funds may be available through the Volunteer Fire Assistance (VFA) grants program. For further information see AOP.

18. Investigation and Prevention

See AOP for Investigation and Prevention policy and procedures.

19. Annual Operating Plan (AOP)

As soon as practical after this Agreement is executed and prior to March 15th, then annually thereafter, the FD and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall define the necessary operational details. At a minimum, the AOP should include mobilization procedures; approved rates; staffing; a map or description of response area; training and qualifications; contact information; education, prevention, investigation, and coordination procedures; and radio frequencies (communication coordination).

20. Notification

Notification procedures are outlined in the AOP.

21. Parties Responsible for their own Acts

The Cooperator Fire Departments and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

22. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses, and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

23. Non-Waiver

The failure of the FD or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of any provision in this Agreement, nor shall it in any way affect the validity of this Agreement.

24. Review and Modifications

Forestry and FD agree to review this Agreement at least every five (5) years, but, Forestry and FD may agree to modifications to this agreement at any time. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and signed by Division of Natural Resources and FD prior to becoming effective.

25. Fair Intent

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole and not for or against any party.

26. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document. This agreement is effective as of the date of most recent signature and remains in effect until terminated in writing. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination.

- **The CFPA is valid for 5 years after signing. Every 5 years the agreement will be reviewed and resigned.**
- **The AOP is valid for 1 year. Every year it shall be reviewed and resigned.**

27. Workplace Conduct

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

**Cooperative Fire Protection Agreement
Signatures**

For State of Alaska, Department of Natural Resources, Division of Forestry

Area Forester	Date

State Forester	Date

DNR Procurement Officer	Date

For Cooperator Fire Department

Fire Chief or Designee	Date

	Date

	Date

2020
Cooperative Fire Protection Agreement

**State of Alaska, Department of Natural Resources, Division of Forestry and
Cooperator Fire Departments**

Area: Fairbanks-Delta Area Forestry

Fire Department:

Components

- 1. Recitals**
- 2. Scope**
- 3. Definitions**
- 4. Appropriate Response**
- 5. Non-Suppression Activities**
- 6. Command of Incident**
- 7. Rates, Billing and Status of Employees and Apparatus**
- 8. Backfill Reimbursement**
- 9. Travel, Meals and Lodging**
- 10. Refurb/Rehab**
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will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the CFPA and AOP documents with the apparatus.

Termination of Order for Service - There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination. In the event the FD requires return of apparatus, the FD shall notify Forestry, and the equipment shall be released within eight hours or at the beginning of the next operational period.

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A response that a FD undertakes in order to meet its general obligation to protect life and property from fires within its Primary Fire Response/Service Area. A Response in a wildland fire begins at the time of notification and ends when the fire has been contained as determined by the Unified Command and no longer poses a threat to life and property. Unless agreed upon by Forestry Fire Management Officer (FMO) and the FD's Fire Chief, Forestry is not responsible for FD costs. By mutual agreement when *containment* has been reached if FD apparatus are requested by Forestry to remain on incident to support Forestry operations, Forestry Dispatch will be notified and Resource Orders for all FD apparatus, personnel and equipment shall be created.

Discretionary Response:

Within the FD Primary Response Area: a response that occurs after a fire has been *contained* and Forestry assumes single command of a wildland fire and requests that the FD remain on scene. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created.

Outside of the FD Primary Response Area: a response to a wildland fire at the request of Forestry to a wildland fire outside a FD's Primary Fire Response/Service Area. Forestry is responsible for FD costs. Resource Orders for all FD apparatus, personnel and equipment shall be created, apparatus and equipment shall pass inspection prior to start of service.

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- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

5. Non-Suppression Activities

Prescribed fire (RX) and other fire management projects:

Under the direction of Forestry, the AOP may be used for procuring personnel and equipment for other fire management activities such as fuels mitigation and RX projects, inside and outside the FD

jurisdictional area. Project work conducted for federal agencies must be performed under the conditions of agreements specific to their agency specific procurement requirements.

All Risk Assignments:

It is common for wildland fire resources to assist with non-fire incidents. When requested under the authority of the Stafford Act, it is possible for Alaska state and FD resources to assist with these incidents. All such incidents must be handled on a case-by-case basis. FD's should check with the local Division of Forestry (DOF) Area Office, Forester or FMO prior to accepting all risk assignments under the CFPA and AOP agreements.

6. Command of Incident

Standard/Initial Response: The first responder on-scene shall assume functional command of the incident until the arrival of other responders, after which a Unified Command may be established.

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- Hourly Rates for FD staff by position only, will be established when the AOP is signed. FD's will provide a position qualification list with hourly rates to Forestry. No private information will be included in this list. This list will be used for cross reference at the time of invoice, for FD employee name, position on apparatus and hourly rate.
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- Personnel changes or crew swaps during assignments will be communicated through the home area fire dispatch, regardless of hiring method or management level of fire or location of fire.

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Travel time between the point of hire and the incident is reimbursable, if the incident is outside of a 50-mile radius of FD service area and authorization for per diem and travel is documented on Resource Order. Forestry will either pay per diem at established State of Alaska, Forestry rates or provide meals and lodging for FD employees on assignment away from their Primary Fire Response Service Area.

10. Refurb/Rehab

With the local Area Forester or Fire Management Officer (FMO) approval, FD's are allowed up to 4 hours of refurb for an assignment less than or up to 10 days and up to 8 hours of refurb for an assignment longer than 10 days for refurb and rehab of their equipment.

11. Mutual Aid resources requested for a mutual aid request must be pre-approved by Forestry to be eligible for reimbursement.

12. Automatic Aid resources will not be reimbursed unless otherwise requested by Forestry as outlined in their AOP.

13. Worker's Compensation

The FD's and Forestry are responsible for Worker's Compensation for their own personnel.

14. Liability Insurance

The FD's and Forestry are responsible for their own liability insurance coverage.

15. Fire Stores/Equipment Guidelines

Upon discretionary assignment outside the Fire Response/Service Area, Forestry will issue to the FD fire stores as needed to complete the required minimum equipment inventory as specified in AOP. The FD will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. Forestry will not hold the FD accountable for consumable fire supplies. Upon return from fire assignment all stores items will be returned to the local Area Forestry Warehouse.

If non-consumable fire stores become broken, or otherwise unusable, the FD will return the damaged item, along with a statement (or appropriate forms) of how the item was damaged, to Forestry for repair or replacement. If an item becomes lost or damaged as a result of negligence by the FD, the FD will be liable for replacement.

16. Land Use and Facility Agreements

Temporary rental of property for fire purposes requires the same degree of good business judgment, including reasonable price determinations, as any other procurement action. In making the determinations as to price fairness, consideration should be given, but not limited, to the following items:

- Fair market rental rates for the property in the area
- Costs to the property owner, loss of rental fees from other sources, disruption of business
- Alterations needed and who will make them in a written scope of work
- Impacts on the property
- Costs of restoration, and who will do the restoration work
- Duration of the rental, (emphasis should be on weekly or monthly rates), with a limit on total costs

Pre-inspection and post-inspection shall be made of the premises using the forms found in the Forms section of the AIBMH, Chapter 16. The inspections can be documented on separate inspection documents if additional details or information are needed. Pre- and post-inspection photographs are required showing where actual damages occur that may result in a claim. Pre- and post-inspections shall note all improvements and conditions, including items such as fences, buildings, wells, cisterns, road conditions, etc.

Further information can be found in the AIBMH, Chapter 16, Land/Facilities Acquisition.

17. Training Standards

When responding outside its Fire Response/Service Area, all FD employees will be National Wildfire Coordinating Group (NWCG) certified at a minimum of Wildland Firefighter 2, which includes an annual fire line refresher Training and Work Capacity Test. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. Forestry may provide wildfire training material to the FD upon request. Training funds may be available through the Volunteer Fire Assistance (VFA) grants program. For further information see AOP.

18. Investigation and Prevention

See AOP for Investigation and Prevention policy and procedures.

19. Annual Operating Plan (AOP)

As soon as practical after this Agreement is executed and prior to March 15th, then annually thereafter, the FD and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall define the necessary operational details. At a minimum, the AOP should include mobilization procedures; approved rates; staffing; a map or description of response area; training and qualifications; contact information; education, prevention, investigation, and coordination procedures; and radio frequencies (communication coordination).

20. Notification

Notification procedures are outlined in the AOP.

21. Parties Responsible for their own Acts

The Cooperator Fire Departments and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

22. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses, and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations.

23. Non-Waiver

The failure of the FD or Forestry at any time to enforce a provision of this Agreement shall in no way constitute a waiver of any provision in this Agreement, nor shall it in any way affect the validity of this Agreement.

24. Review and Modifications

Forestry and FD agree to review this Agreement at least every five (5) years, but, Forestry and FD may agree to modifications to this agreement at any time. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and signed by Division of Natural Resources and FD prior to becoming effective.

25. Fair Intent

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole and not for or against any party.

26. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document. This agreement is effective as of the date of most recent signature and remains in effect until terminated in writing. Either party may terminate this Agreement at any time by giving written notice to the other party at least thirty (30) days before the effective date of such termination.

- **The CFPA is valid for 5 years after signing. Every 5 years the agreement will be reviewed and resigned.**
- **The AOP is valid for 1 year. Every year it shall be reviewed and resigned.**

27. Workplace Conduct

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

**Cooperative Fire Protection Agreement
Signatures**

For State of Alaska, Department of Natural Resources, Division of Forestry

Area Forester

Date

State Forester

Date

DNR Procurement Officer

Date

For Cooperator Fire Department

Fire Chief or Designee

Date

Date

Date

ORDINANCE 20-13

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA AMENDING
TITLE 2, ADMINISTRATION AND PERSONNEL, SECTION 2.36.400
HOLIDAYS**

WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement; and

WHEREAS, the City of North Pole ~~Municipal Code personnel code~~ should be amended ~~as necessary to better meet the needs to conform to the requirements~~ of the City and to clarify ~~any ambiguities-questionable areas~~.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. ~~Amend Title Chapter 2.36 2~~ of the North Pole Municipal Code of Ordinances ~~is amended~~ as follows:

2.36.400 Holidays.

A. All City employees, excluding temporaries and casuals, shall be entitled to the holidays listed below with pay. Except as noted in subsection (D) of this section, full-time employees shall receive regular straight time compensation ~~commensurate with the number of hours they are regularly scheduled to work~~; part-time employees shall be paid straight time compensation in proportion to the number of hours regularly scheduled to work. Any hours worked on a holiday will be paid at holiday rate of pay (double time).

Dates Observed

Shift Workers		Non-Shift Workers	
1. News Year's Day	Jan 1st	Jan 1st or refer to NPMC 2.36.400(B)	
2. Martin Luther King, Jr. Day	3rd Mon in Jan	3rd Mon in Jan	
3. President's Day	3rd Mon in Feb	3rd Mon in Feb	
4. Memorial Day	Last Mon in May	Last Mon in May	
5. Independence Day	July 4th	Jul 4th or refer to NPMC 2.36.400(B)	
6. Labor Day	1st Mon in Sept	1st Mon in Sept	
7. Personal Holiday			

Dates Observed

Shift Workers

Non-Shift Workers

- | | | |
|---------------------|------------------|---|
| 8. Veterans Day | Nov 11th | Nov 11th |
| 9. Thanksgiving Day | 4th Thurs in Nov | 4th Thurs in Nov |
| 10. Christmas Day | Dec 25th | Dec 25 or refer to NPMC 2.36.400(B) |

B. If any such holiday falls on Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday. This provision applies to administrative personnel only. This provision does not apply to shift duty.

C. The day a holiday is observed may be adjusted by Chief Executive to conform with holiday dates observed by the State or Federal government.

D. ~~A shift~~ All other employees whose regular day off falls on a City holiday shall accrue ~~an additional eight hours of~~ leave commensurate with the number of hours they are regularly scheduled to work.

E. Holidays which occur during a properly approved leave shall not be charged leave time. (Ord. 00-09 § 2, 2000; Ord. 98-12 § 2, 1998)

F. ~~When a holiday falls on an employee's regular day off, the next working day shall be considered a holiday for pay purposes. In such cases, the holidays stipulated in subsection (A) of this section shall be considered a regular workday. (Ord. 00-09 § 2, 2000; Ord. 98-12 § 2, 1998)~~

Section 3. Effective Date. This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this _____ day of _____, 2020.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

47

PASSED

Yes:

No:

Absent:

**CITY OF NORTH POLE
RESOLUTION 20-05**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS
AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS**

WHEREAS, in order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

WHEREAS, there is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

WHEREAS, it is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

Michael W. Welch

DeJohn Cromer

Thomas McGhee

Perry Walley

Santa Claus

David A. Skipps Sr.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this _____ day of _____, 2020.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, North Pole City Clerk

PASSED

Yes:

No:

Absent: