

**CITY OF PALMER
ACTION MEMORANDUM NO. 11-037**

Subject: Authorize the City Manager to Negotiate and Execute a Contract with the Matanuska Susitna Borough to Provide Rescue Response to the Greater Palmer Fire Service Area

Agenda of: June 14, 2011

Council Action: Authorized _____

Approved for presentation by:

City Manager	_____
City Attorney	_____
City Clerk	_____

Douglas B. Griff
[Signature]
JG

Certification of Funds:

Total amount of funds listed in legislation: \$ 36,000 (\$18,000 in 2011 and \$18,000 in 2012)

This legislation (√):

- Has no fiscal impact
- Funds are budgeted from this (these) line item(s): ➤ 01-00-00-3428
- Funds are not budgeted. Budget modification is required. Affected line item(s):

Unrestricted/undesignated fund balance (after budget modification) \$ _____

Director of Administration signature certifying funds: _____ *[Signature]*

Attachment(s):

- Contract for Rescue Services

Summary statement: Since the founding of Palmer Fire & Rescue, Palmer firefighters have been responding to motor vehicle accidents within the City of Palmer. In the late 1960s and early 1970s, when the relationship was established with the Greater Palmer Fire Service Area (GPFSA), Palmer firefighters began response to these accidents throughout the GPFSA. In 1980, Palmer Fire realized that they needed to obtain tools to extricate entrapped victims from these vehicle accident scenes. After several years, the City was able to purchase a vehicle dedication to rescue and vehicle extrication duties. In the 1980s, training for rescue technicians was standardized, and, to this date, Palmer firefighters must undergo ongoing rigorous training and certification requirements prior to being authorized to work as rescue technicians.

The City funded rescue services to the GPFSA until about 2005, when the City entered into a contract with the Mat-Su Borough. For several years, the City was reimbursed \$24,000 per year to provide rescue services. That contract was renegotiated in 2010, with the new reimbursement to the City of Palmer being set at \$36,000 per year. The increased amount has been determined to cover the City's costs for providing this service to the GPFSA.

Administration recommendation: Approve action memorandum 11-037.

AGREEMENT FOR RESCUE SERVICES

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

A. Purposes:

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

B. Definitions:

For the purposes of this agreement, “rescue service” includes but is not limited to:

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

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

C. Authority:

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

D. Insurance:

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

Commercial General Liability

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

Auto Liability

\$2,000,000 Combined Single Limit Bodily Injury & Property Damage

Any one Accident

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

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

E. Jurisdiction; Choice of Law, Severability:

Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

If any section or clause of this agreement is held invalid by a court of law of competent jurisdiction, or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.

F. General:

The Director of the Matanuska-Susitna Borough Department of Emergency Services is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested. The Director will also be responsible for scheduling and conducting a semi-annual meeting to be attended by representatives of each participating agency. This does not prevent a special meeting to be held when requested by a participating agency.

1. This contract shall only be amended, modified or changed by a writing executed by authorized representatives of the parties
2. For the purpose of any amendment, modification, or changes to the terms and conditions of this contract, the only authorized representatives of the parties are:
 - a. Matanuska-Susitna Borough, Borough Manager
 - b. City of Palmer, City Manager
3. Any attempt to amend, modify or change this contract by either an unauthorized representative or unauthorized means shall be void.

G. Terms of Agreement:

1. It is agreed that the participants will assist each other with emergency rescue response, when requested.

2. No additional manpower and resources are required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the mutual aid provider responding to the incident.
3. In the event of mobilization, support under the terms of this Agreement will be provided on the basis of availability at the sole discretion of the mutual aid provider and will continue as long as the mutual aid provider is able to provide assistance.

H. Responsibilities:

1. The protection area of this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Greater Palmer Consolidated Fire Service Area for primary response. For mutual aid response, this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Matanuska-Susitna Borough.
2. In recognition of the urgent necessity for immediate and swift response in the event of emergency incidents requiring rescue services, and in order to protect human life and to assure minimum damage to and destruction of property, the City of Palmer agrees to provide primary response, and render assistance to the Greater Palmer Consolidated Fire Service Area and mutual aid response within the Matanuska-Susitna Borough, within operational capability using resources available at that time, when assistance is requested.
3. The City of Palmer Dispatch Center or Mat-Su Borough Director of Emergency Services (or designee) may request rescue unit response from the City of Palmer. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. The responding department shall report to the Incident Commander or Officer in Charge of the incident and shall be subject to the direction of that Incident Commander or Officer in Charge.
 - b. In the event of a major incident in the Greater Palmer Consolidated FSA or in a mutual aid response in the Matanuska-Susitna Borough, a unified command will be established between the Incident Commander or Officer in Charge of the City of Palmer and the Matanuska-Susitna Borough Department of Emergency Services Director or his designee.
 - c. Mutual aid resources shall be released as soon as their services are no longer required. Mutual aid resources may have to be released from the incident scene, if an emergency occurs within the City of Palmer and/or the Greater Palmer Consolidated FSA primary response area.

4. In no event shall the rescue service of one of the mutual aid providers to this agreement aid a jurisdiction of another mutual aid provider if, by so doing, the area of the mutual aid provider responding to the aid of another would be placed in jeopardy. The decision shall be made at the sole discretion of the Palmer Fire Chief, or Mat-Su Borough Director of Emergency Services.

I. Waiver, Non-Waiver:

1. Each party waives all claims against every other mutual aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this agreement. Each party shall be responsible for its own activities performed under this agreement.
2. The failure of the Borough or City of Palmer at any time to enforce a provision of this agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this agreement, or any part thereof, or the right of the Borough or City of Palmer to thereafter to enforce each and every protection thereof.

J. Interest, Non-Benefit:

1. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part thereof or to any benefit to arise from this agreement. No member of the legislature or officer of the state of Alaska or the Borough shall be admitted to any share or part hereof, or to any benefit to arise from this agreement.
2. No officer, member, or employee of the Borough or City of Palmer and no member of their governing bodies, and no other public official of the governing bodies shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this agreement.

K. Nondiscrimination:

In performing its duties under this agreement, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, status as a disabled veteran, or veteran of the Vietnam War era.

L. Review, Negotiation or Amendment, Modification:

1. This agreement will be reviewed annually by both parties each February.

2. The Borough and the City of Palmer, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this agreement. Requests to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Such written request will be submitted to the Matanuska-Susitna Borough Department of Emergency Services Director or the City of Palmer Fire Chief.
3. Unless otherwise amended or terminated, this agreement will remain in effect for one (1) year beginning July 1, 2011 with one (1) optional one (1) year extension by addendum. Upon approval by both parties, the amendment(s) or modification(s) will be attached to and become part of this document.

M. Integration:

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

N. Contract Pricing:

The Matanuska-Susitna Borough will pay the City of Palmer \$36,000 (thirty-six thousand dollars) per year to provide rescue services as per this agreement.

O. Termination for Convenience:

The Matanuska-Susitna Borough or the City of Palmer may terminate this agreement for any reason or for no reason (i.e. for convenience) at any time by giving written notice to the other party(s) of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days notice of such termination. In that event, all equipment, vehicles, supplies, reports, or other materials shall be returned to their respective owners.

P. Interpretation and Enforcement:

The City of Palmer and the Matanuska-Susitna Borough following negotiations between them are executing this agreement. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions, but are for identification purposed only.

Q. Understanding:

The Matanuska-Susitna Borough and the City of Palmer acknowledge that they have read and understand the terms of this agreement, have had the opportunity

to review the same with counsel of their choice, and are executing this agreement of their own free will.

R. Implementation Clause:

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

Matanuska-Susitna Borough

John Moosey, Borough Manager

Date

City of Palmer

Douglas B. Griffin, City Manager

Date