

By: Bryce J. Ward, Mayor
Introduced: 12/12/2019
Adopted: 12/12/2019

FAIRBANKS NORTH STAR BOROUGH

RESOLUTION NO. 2019-49

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIRE SERVICE
CONTRACT WITH THE CITY OF FAIRBANKS FOR FIRE SERVICES AT THE BOROUGH
LANDFILL

WHEREAS, The Fairbanks North Star Borough (Borough) operates a landfill;
and

WHEREAS, The Borough landfill is not within the City of Fairbanks nor is it
within a fire service area; and

WHEREAS, The landfill has millions of dollars' worth of buildings, land
improvements, and heavy equipment, all used and managed to provide an essential
service to the Fairbanks community; and

WHEREAS, The City of Fairbanks has responded to several recent fires at
the landfill; and

WHEREAS, It is the intent of the Administration to have dedicated fire
service at the landfill; and

WHEREAS, The Administration has negotiated a tentative fire service
agreement with the City of Fairbanks; and

WHEREAS, The Fairbanks City Council approved Ordinance 6111, which
authorized the City Mayor to enter a fire service agreement with the Borough; and

WHEREAS, It is fair and just to compensate the City of Fairbanks for
responding to landfill fires and emergencies; and

WHEREAS, It is in the best interest of the Borough to have dedicated fire
services at the landfill.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks North Star Borough
Assembly authorizes the Mayor, or his delegate, to execute and sign on behalf of the
Fairbanks North Star Borough a Fire Services Contract between the Fairbanks North Star
Borough and the City of Fairbanks.

ADOPTED THE 12TH DAY OF DECEMBER 2019.

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Matt Cooper
Presiding Officer

ATTEST:



April Trickey, CMC
Borough Clerk

Yeses: Tomaszewski, O’Neall, Cash, Sanford, Lyke, Williams, Lojewski, Quist, Cooper
Noes: None



Fairbanks North Star Borough Solid Waste Division

455 Sanduri Street • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1482 • FAX 459-1169

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS NORTH STAR BOROUGH FOR FIRE PROTECTION AT THE FAIRBANKS NORTH STAR BOROUGH SOLID WASTE FACILITY

This Contract is entered into between the Fairbanks North Star Borough, hereinafter referred to as the "Borough," and the City of Fairbanks, hereinafter referred to as the "City," for the purpose of securing fire service to a portion of the Borough that is located outside the City of Fairbanks boundaries.

1. Scope of Work

The City agrees to provide fire suppression services to the Borough Solid Waste Facility, which is located at 455 Sanduri Street, Fairbanks, AK. The legal description is Tracts A, B, and C as depicted on that Record of Survey, Recorded May 7, 1996 as Instrument No. 96-60, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska AND A parcel of land described in the Corrective Deed recorded Book 980 Page 40 of the Fairbanks Recording District, Fourth Judicial District, State of Alaska as: Commencing at the Section Corner common to Sections 23, 24, 25 and 26, of T.1S., R.1W., F.M., thence; S00°04'52"E 1319.7' to the Point of Beginning, thence; S00°04'52"E 1757.90', thence; S88°26'53"W 2,405.08' to a Point of Curvature, thence; westerly along an arc to the right with a radius of 1,808.91' a distance of 239.14' to a point on the North-South center quarter line of Section 26, thence; N00°03'30"W 1,815.41', thence; S89°57'47"E a distance of 2,642.35' to the Point of Beginning. Excepting therefrom Tract B, as depicted on that Record of Survey, Recorded May 7, 1996 as Instrument No. 96-60, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska, Comprising 249.49 acres, more or less.

2. Compensation

The City's fire suppression response shall be at the same level as would be the case for similar fire responses inside the city boundary. The City of Fairbanks will charge \$10,000 per year to respond to fire related incidents at the landfill.

3. Effective Dates.

This Contract shall be effective beginning on the date it is signed by both parties through June 30, 2020.

- A. This Contract may be extended for up to four (4) additional one (1) year periods, upon mutual written agreement by both parties.
- B. This Contract may be terminated:
 - I. By mutual consent of the parties, expressed in writing; or
 - II. By either party upon sixty (60) days written notice to the other party; or
 - III. By the Borough, if there are insufficient funds that have been lawfully appropriated for its performance.

4. Other Terms.

- A. This Contract may not be assigned without the prior written consent of both parties.
- B. This Contract shall be binding upon, and shall inure to the benefit of, the successors and subject to any provisions relating to assignment, the assigns of the parties.
- C. This Contract may not be added to, modified or changed in any way except by mutual written agreement signed by both parties.
- D. The laws of the State of Alaska shall govern this Contract, with venue in the Fourth Judicial District, Fairbanks Alaska.
- E. 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.
- F. This contract constitutes the entire agreement between the Borough and the City. This Contract supersedes all previous representations and agreements between the parties. This Contract shall be binding upon the successors and assigns of each of the parties. Any amendments of this Contract shall be sequentially numbered and dated, with signatures of both the Borough and the City, specifying the scope of any changed duties and any monetary changes required by said amendments.
- G. 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.
- H. All records kept by the City in support of this contract shall be the property of the City, but shall be made available to the Borough upon reasonable notice and at reasonable times and places.

5. Contract Representatives.

FOR THE FAIRBANKS NORTH STAR BOROUGH

Solid Waste Manager
Fairbanks North Star Borough
PO Box 71267
907 Pioneer Road
Fairbanks, AK 99707
(907) 459-1365

FOR THE CITY OF FAIRBANKS

Fire Chief
1100 Cushman Street
Fairbanks, AK 99709
(907) 450-6604

APPROVED: _____ DATE: _____
Jim Matherly, Mayor
City of Fairbanks

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

ORDINANCE NO. 6111

**AN ORDINANCE TO ENTER INTO A CONTRACT WITH THE
FAIRBANKS NORTH STAR BOROUGH FOR FIRE SERVICE FOR THE
BOROUGH'S LAND FILL**

WHEREAS, the FNSB operates a landfill that is outside of City limits; and

WHEREAS, the City has been called upon to suppress fires at this landfill; and

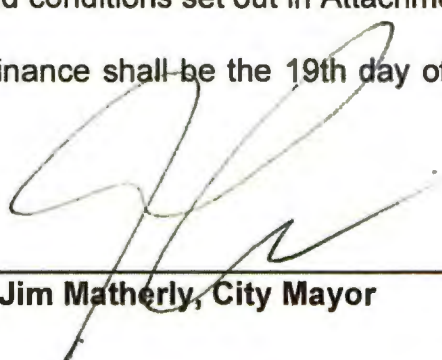
WHEREAS, the City has no formal contract with the FNSB to recoup City costs for fighting these fires; and

WHEREAS, FGC Sec. 2-656 allows the City to provide services to entities outside the City's boundaries with the approval of the City Council by ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows:

Section 1. The Council approves the provision of firefighting services to the Fairbanks North Star Borough's landfill under the terms and conditions set out in Attachment A.

Section 2. That the effective date of this Ordinance shall be the 19th day of October 2019.

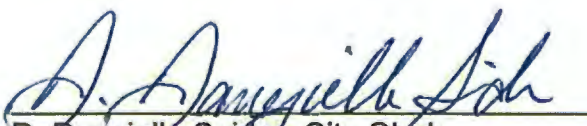


Jim Matherly, City Mayor

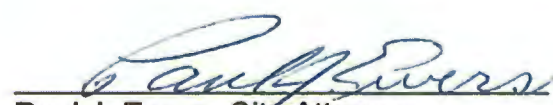
AYES: Kun, Ottersten, Therrien, Pruhs, Cleworth, Rogers
NAYS: None
ABSENT: None
ADOPTED: October 14, 2019

ATTEST:

APPROVED AS TO FORM:



D. Danyielle Snider, City Clerk



Paul J. Ewers, City Attorney



Fairbanks North Star Borough Solid Waste Division

455 Sanduri Street • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1482 • FAX 459-1169

ATTACHMENT "A" TO CITY ORDINANCE NO. 6111

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