



**GENERAL AGREEMENT**  
**Between**  
**DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**  
**GLACIER BAY NATIONAL PARK AND PRESERVE**

**And**

**The City of GUSTAVUS,**  
**GUSTAVUS VOLUNTEER FIRE DEPARTMENT**

**To**

**PROVIDE SUPPORT AND EQUIPMENT REQUIRED TO PROTECT**  
**LIFE AND PROPERTY ON LANDS AND WATERS IN AND AROUND**  
**GLACIER BAY NATIONAL PARK AND PRESERVE**

**Article I. Background and Objectives**

The purpose of this General Agreement (GA) is to provide support and equipment required for structural fire prevention and suppression, emergency medical services, search and rescue incidents, and hazardous material incidents and spills, to protect life and property on lands and waters administered by Glacier Bay National Park and Preserve (GLBA) and within the City of Gustavus.

The statutes found at 42 U.S.C. 1856-1856d and 54 U.S.C. 102711 provide authority for the National Park Service (NPS) to enter into reciprocal agreements with local agencies to provide emergency and cooperative assistance for firefighting, search and rescue (SAR) operations, and emergency medical services (EMS).

It is recognized that GLBA and the Gustavus Volunteer Fire Department (GVFD) each have equipment, abilities and expertise that would benefit the total effort to address local fire, EMS, and SAR incidents. It is further recognized by both parties that there will be incidents when either party will require the emergency assistance, technical abilities, or specialized equipment of the other.

The City of Gustavus Fire Chief has signature authority to enter into this GA with GLBA for mutual aid and assistance for structural fire prevention and suppression, emergency medical services, and search and rescue incidents. The GLBA Superintendent has signature authority to enter into this GA with GVFD for mutual aid and assistance for structural fire prevention and suppression, emergency medical services, and search and rescue incidents.

**Article II. Statements of Work**

**A. Incident on GLBA Administered Lands and Waters**

1. In the event of a significant fire, EMS, SAR or hazardous material incident, the GVFD agrees to:

- a. Respond to the incident with available equipment and qualified personnel when requested by GLBA.
  - b. Cooperate with park staff in the immediate response to the incident.
  - c. Recognize that GLBA policies and requirements may necessitate special procedures that may differ from GVFD procedures as established in Title 06.02 (Fire Department Ordinance), of The City of Gustavus Municipal Code. The GVFD will adhere to GLBA/NPS requirements when requested to do so by the Park Superintendent or designated representative as long as such procedures do not conflict with AS 1870.010 and AS 29.60.130.
2. For the purposes of this GA, the following persons will be considered, in descending order, as the Superintendent's designated representative:
- a. GLBA Chief Ranger
  - b. GLBA Supervisory Ranger
  - c. GLBA Incident Commander
3. GLBA agrees to:
- a. Establish a clear command structure utilizing the Incident Command System (ICS) and provide orders and instructions to GFVD personnel.
  - b. All emergencies occurring within the City of Gustavus will be reported to GVFD as soon as possible.

**B. Incident within the City of Gustavus**

1. In the event of a significant fire, EMS or SAR incident, GLBA agrees to:
- a. Respond to the incident with available qualified personnel and equipment at the request of the City of Gustavus.
  - b. Cooperate with GVFD personnel in the incident response.
  - c. Recognize that City of Gustavus policies and requirements may necessitate special procedures that may differ from GLBA procedures. GLBA will adhere to the City's requirements when requested to do so by the Mayor of Gustavus or designated representative, as long as the procedures do not conflict with NPS requirements or policies.
2. For the purposes of this GA, the following persons will be considered, in descending order, as the Mayor's designated representative:
- a. GVFD Fire Chief
  - b. GVFD Incident Commander

3. GVFD agrees to:

- a. Establish a clear command structure utilizing ICS and provide orders and instructions to GLBA response personnel.
- b. All emergencies occurring within the City of Gustavus which threatens life or property within GLBA will be reported to the NPS as soon as possible.

C. Operations

1. Personnel and equipment will be activated as follows:

- a. GLBA will request assistance by contacting the GVFD dispatcher by radio, or by phoning 911.
- b. GVFD will request emergency assistance by contacting the GLBA dispatch (Alaska Region Communications Center – ARCC) at: 907-697-2651 or 907-683-2276.

D. General Provisions

1. GLBA and the GVFD mutually agree to the following:

- a. In the execution of this GA, members or agents of the GVFD are not considered employees of GLBA or NPS; members or agents of GLBA or NPS are not considered employees of the City of Gustavus.
- b. GLBA shall not be bound to make any expenditures under this GA, except as may be appropriated by the Congress of the United States.
- c. GLBA and the GVFD waive all claims against each other for compensation for loss, damage, personal injury, or death occurring in consequence of activities pursuant to this GA.
- d. All fire suppression qualified personnel will meet, as a minimum, the requirements found in NPS Directors Order 58/Resource Manual 58 or State of Alaska Firefighter certification requirements.
- e. All EMS qualified personnel will meet State of Alaska and/or Directors Order 51 certification requirements.
- f. All operations will be carried out in accordance with standards and safety protocols established by NFPA and OSHA.
- g. Participate in joint training exercises/drills in areas covered by this GA at least bi-annually.
- h. Annually review effectiveness of this GA.

### **Article III. Term of Agreement**

The term of this GA is five (5) years, commencing upon the date of signature of the final signatory party to the GA.

### **Article IV. Key Officials**

Key official representing GLBA is the Superintendent stationed in Gustavus, Alaska.

Key official representing GVFD is the Mayor located in Gustavus, Alaska.

### **Article V. Property Utilization**

1. GLBA and the GVFD mutually agree to the following:

- a. Both parties agree to loan each other available equipment, supplies and materials in support of incident responses, and personnel training and safety programs.
- b. The loan will be at no cost to the borrowing party except to replace/repair lost or damaged equipment or used supplies and materials.
- c. Property receipts, Form DI-105, will be used to track federal capitalized equipment on loan between the parties. All GLBA and GVFD equipment will be marked as to their respective agency ownership.
- d. GLBA will make excess federal property available to the GVFD, through the State administered Federal Surplus Property Program and contingent upon federal property regulations and policies, where doing so is clearly in the interest of enhancing the GVFD's response capabilities with respect to this GA.
- e. GLBA and the GVFD will share radio frequencies and radio systems in support of mutual aid responses. Radio use procedures for each system will be provided and followed by GLBA and the GVFD.
- f. The GVFD will provide oxygen and air refill services to GLBA for EMS patient care tanks and SCBA fire response tanks.

### **Article VI. Prior Approval**

The parties will jointly review the results of this GA at the end of each calendar year. The GA may be amended at any time by the written mutual consent of the parties. The approved amendment will immediately become part of this GA.

Article VII. Reports

Each party is responsible for its respective timekeeping and other required records and reports. Standard incident documentation, not relating to potential tort claims or criminal investigations, will be made available to either party.

Article VIII. Termination

This GA may be terminated by either party by providing sixty (60) days' notice to the other party.

Article IX. Required Clauses

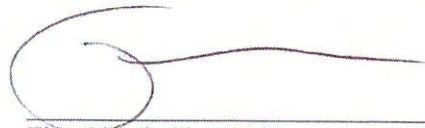
During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

The undersigned agree to the terms of this General Agreement.

6-8-21

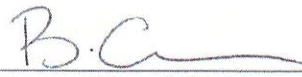
Date



Fire Chief, City of Gustavus

6.7.21

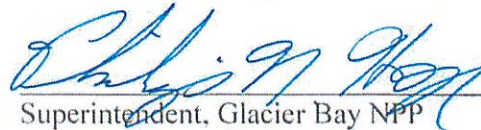
Date



Mayor, City of Gustavus

6-10-21

Date



Superintendent, Glacier Bay NPP

