

Introduced by: Mayor at request
of Ridgeway Fire
Service Area
Board
Date: August 18, 1981
Vote: 15 Yes, 1 No
Action: Adopted

KENAI PENINSULA BOROUGH

RESOLUTION 81-135

APPROVING A FIRE EQUIPMENT RENTAL CONTRACT BETWEEN THE BOROUGH,
THE CITY OF SOLDOTNA AND THE RIDGEWAY FIRE SERVICE AREA BOARD.

WHEREAS, the voters have established the Ridgeway Fire
Service Area within a portion of the Ridgeway Election
Precinct; and

WHEREAS, the Service Area Board desires to provide fire
protection to the service area at the earliest possible time
during that period preceding the delivery of fire equipment to
the service area and the construction of a station to house
emergency service equipment; and

WHEREAS, the City of Soldotna has agreed to lease certain
of its fire suppression equipment to the Ridgeway Fire Service
Area from time to time as need arises as provided in the
document entitled "Fire Equipment Rental Contract", which would
terminate on June 30, 1982; and

WHEREAS, the lease of this equipment is essential to the
early inception of fire fighting activities in Ridgeway and the
rental contract has been approved by the Service Area Board and
by the City of Soldotna; and

WHEREAS, all costs incurred for this rental would be borne
by the Ridgeway Fire Service Area;

NOW THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:

Section 1. That the agreement for the rental of fire
suppression equipment by the Ridgeway Fire Service Area from
the City of Soldotna, as set out in the document entitled "Fire
Equipment Rental Contract" which is made Attachment A to this
resolution, is approved and the Mayor is authorized to execute
this contract on behalf of the Borough.

Section 2. That the Mayor is authorized to effectuate this resolution, which takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON
THIS 18th DAY OF August, 1981.

Paula Fischer
Paul Fischer, Assembly President

ATTEST:

Francis Brymer
Borough Clerk

CITY OF SOLDOTNA

RESOLUTION 81-22

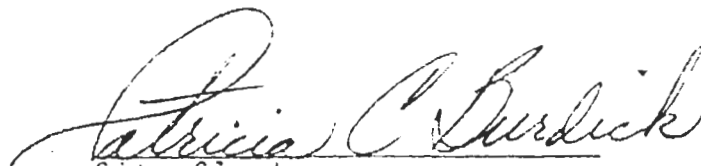
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SOLDOTNA:

That the Ridgeway Fire Service Area Rental Agreement
between the City of Soldotna and the Ridgeway Fire
Service Area be approved and the Mayor's signature
authorized.

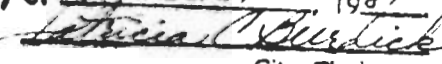
ADOPTED This 13th day of August, 1981.


Mayor

ATTEST:


City Clerk

The undersigned hereby certifies that this document entitled RESOLUTION 81-22 is a True and Correct Copy of the Official Record of the City of Soldotna on file in the City Clerk's Office.

Signed at Soldotna, AK. this 14th
day of AUGUST 1981

City Clerk

1756
1757

FIRE EQUIPMENT RENTAL CONTRACT

THIS AGREEMENT made and entered into this 5 day of August, 1981, by and between the CITY OF SOLDOTNA, hereinafter referred to as "SOLDOTNA"; and, the RIDGEWAY FIRE SERVICE AREA, KENAI PENINSULA BOROUGH, hereinafter referred to as "RIDGEWAY"; to provide for the hourly rental of Soldotna's fire suppression vehicles, hereinafter referred to as equipment, according to the terms and conditions set forth herein.

I.

TERM OF AGREEMENT

The term of this agreement shall be for ONE (1) year, beginning _____, 1981, and ending JUNE 30, 1982.

Soldotna agrees to rent to Ridgeway a part or portion of Soldotna's fire suppression equipment set forth on Exhibit "A", attached hereto and incorporated herein, which vehicles are hereinafter referred to as equipment.

II.

RENTAL DUE

Ridgeway agrees to pay the hourly rental fee set forth on Exhibit "A" for each piece of equipment actually dispatched. A minimum rental fee of TWO (2) hours shall be charged for each piece of equipment dispatched, even if sooner restored and accepted into service by the City.

Res. 81-135 attachment A to

All rental fees for each piece of equipment shall be calculated to the nearest ONE QUARTER ($\frac{1}{4}$) hour for time over and above the TWO (2) hour minimum.

The City shall be responsible for the billing of Ridgeway and shall include in its billing a complete itemization of all fees charged. Payment by Ridgeway shall be due within SIXTY (60) days from the time of billing.

III.

RENTAL AUTHORIZATION

Ridgeway will maintain a list of its volunteers with Soldotna who are authorized to rent the equipment in Ridgeway's name. However, no piece of equipment may leave the Soldotna Fire Hall without being manne by at least TWO (2) Ridgeway firemen.

IV.

CALCULATION OF RENTAL TIME

A. The hourly rate for which Ridgeway will be billed shall be calculated from the time appearing on the dispatch slips, as maintained by the Ridgeway dispatcher, until the equipment and its inventory is fully restored back into Soldotna's service at the Soldotna Fire Station. No equipment shall be considered restored to Soldotna's service until the equipment and its remaining inventory are fully prepared for service, and a vehicle inventory and inspection is completed by Soldotna, which will be done as soon as practicle.

B. Upon the completion of the vehicle inventory and inspection, Soldotna shall note the time and any exceptions to the condition of the equipment, or lost and used items of inventory. The time and exceptions shall then be acknowledged and signed by a Ridgeway representative.

C. In the event the equipment or any of its systems has been damaged, but is none the less fully servicable, the rental rate shall cease as of the time noted by Soldotna and acknowledged by Ridgeway as provided in IV B above.

D. In the event the equipment or any of its systems has been damaged so as to render it less than fully servicable, the regular hourly rental rate shall cease as of the time noted by Soldotna and acknowledged by Ridgeway as provided in IV B above. However, until the equipment and/or its systems are fully restored, repaired or replaced as required, a new hourly rental rate shall immediately apply to the equipment until it is fully restored to service. The new hourly rental rate shall be TEN PERCENT (10%) calculated at the regular hourly rate.

V.

ADDITIONAL ITEMS BILLED

In addition to the TWO (2) hour minimum and hourly rates charged for the equipment, the hourly rental rates, and adjusted rates in case of damage, Ridgeway shall be billed and pay the replacement cost for all inventory lost or used by Ridgeway. To determine what has been lost or used by Ridgeway, the parties shall compare the inventory taken upon restoration to service with the most recent daily inventory of

each piece of equipment as maintained by Soldotna. Ridgeway will then be billed for the replacement cost of each missing item, including long distance calls and freight. Each missing item shall be replaced by an item equal or better than the one lost or used.

VI.

RISK OF LOSS OR DAMAGE

Ridgeway hereby assumes all risk of loss and damage to the equipment, its systems or its inventory from any cause or reason without regard to Ridgeway's negligence, if any, while Ridgeway is renting the equipment. No loss or damage to the equipment or inventory shall impair any obligation of Ridgeway under this contract, which will continue in full force and effect. In the event of loss or damage to the equipment or inventory, Ridgeway at the option of Soldotna, shall:

A. Place the same in good repair, at Ridgeway's expense, the repairs to be done by Soldotna, or at Soldotna's direction.

B. Replace the same with like equipment or inventory in good repair, including freight, which equipment or inventory shall then be Soldotna's and the subject of this agreement.

VII.

EQUIPMENT AVAILABLE AND RECALL OF EQUIPMENT

Soldotna shall determine what equipment may be rented and used by Ridgeway. This decision rests in the sole discretion of the ranking Soldotna Officer on duty, who in no event will allow more than ONE HALF ($\frac{1}{2}$) of the serviceable equipment on Exhibit "A" to be rented by Ridgeway at any given time, taking into account disabled equipment.

Soldotna may refuse the rental of any or all of its equipment to Ridgeway, or require the immediate return of any or all of such equipment that Ridgeway may then be renting in any of the following circumstances.

1. There is a current need or potential need for any or all of the equipment in Soldotna.
2. Mutual Aid is being given when the equipment is requested or, mutual aid is sought at the time the equipment is being used and rented by Ridgeway.

The decision as to whether any of the above conditions exist shall be made by the ranking Soldotna Fire Office on duty, or fireman on duty, and such decision shall be in his sole discretion. If it is decided that one of the above conditions exists at the time Ridgeway desires to rent the equipment, Soldotna shall notify the Ridgeway dispatcher of such. If the decision is made that one of the conditions exists during a response, the ranking Soldotna Officer on duty shall notify the Ridgeway dispatcher of such. Upon such notice to the dispatcher, Soldotna shall advise of the equipment to be returned and the location that the equipment is to be sent. Ridgeway shall then return the equipment forthwith, billing time ending when the equipment reaches the dispatched location. Vehicle inventory and inspection shall occur as soon as practicable in these circumstances.

VIII.

WARRANTIES EXPRESS OR IMPLIED

The parties hereby agree that SOLDOTNA makes NO WARRANTIES EXPRESS

or IMPLIED concerning any matter with regard to this contract, or its equipment or the inventory, if any, on such equipment including the kind, quantity, quality, fitness or fitness for use, state of repair, availability or serviceability. All equipment and its inventory is rented "as is", "where is". Soldotna does not warrant that any or all of the equipment in Exhibit "A" shall be available or serviceable at all times.

The parties further specifically agree that no person is empowered to make any warranties, or representations on behalf of Soldotna, either in the past, present, or future. That if any such warranties were made, they are withdrawn by agreement of the parties and made a nullity, and that none such induced Ridgeway to enter into this contract.

IX.

MISCELLANIOUS PROVISIONS

A. That no Mutual Aid assistance or response shall be made by Ridgeway with such rented equipment and that such equipment shall be used only in the Ridgeway Fire Service Area as set out in KENAI PENINSULA BOROUGH Ordinance 80-49 passed September 2, 1980.

B. Such equipment as rented by Soldotna to Ridgeway shall not be sub-rented or re-rented or used by any other person or entity.

C. Ridgeway shall make all of its volunteers available to Soldotna for training in the use and operation of the equipment. All equipment shall be operated by Ridgeway in conformance to the manufacturer's specifications, and Soldotna's Departmental Policy.

X.

TERMINATION

This contract may be terminated upon TEN (10) days written notice by either party for one or the others failure to abide by the terms hereof. Such notice shall be delivered to the office of the Mayor of either the Kenai Peninsula Borough or the City of Soldotna.

Additionally, Soldotna may terminate this contract upon TEN (10) days written notice, if it appears Soldotna City residents may incur a higher fire rating, or may incur increased insurance premiums because of the obligations of this contract.

XI.

INSPECTION

Ridgeway hereby affirms that it has inspected the equipment the subject hereof, and is satisfied with the equipment available, and understands and accepts the potential that some equipment may from time to time be disabled or out of service, and that the current inventory on such equipment may vary from time to time.

XII.

INDEMNIFICATION

Ridgeway shall indemnify Soldotna, its employees, volunteers, Soldotna Fire Department, Inc. volunteers, appointed officers, and elected officials in their individual, as well as official capacities, against all claims, actions, proceedings, costs, damages, and liabilities.

including attorney's fees, and negligence arising out of, connected with, or resulting from use of the equipment or its inventory, including without limitation, the manufacture, selection, delivery, possession, use, operation, or return thereof.

XIII.

ADOPTION, BINDING EFFECT, AND MODIFICATION

The City of Soldotna and the Kenai Peninsula Borough shall adopt this contract and authorize signatures by Resolution. The Ridgeway Fire Service Area shall pass the necessary resolution authorizing the entry into the signing of the contract.

This contract shall be binding upon the parties hereto, their successors or successor agencies. No amendment, modification, or interpretation by the parties of this contract is valid or enforceable unless in writing and signed by the parties according to and with the same formality as required herein. Except, that additional equipment may be made the subject of this contract and included on Exhibit "A" by a letter of understanding, including the hourly rate, signed by the Kenai Peninsula Borough Mayor and the Mayor of the City of Soldotna.

Done the day and year set out by each signature and effective the day and year first set out above.

CITY OF SOLDOTNA

BY: _____
ALBERT PICKARSKY, Mayor

DATED: _____

ATTEST: _____
PATRICIA C. BURDICK
City Clerk

KENAI PENINSULA BOROUGH

BY: _____
STAN THOMPSON, Mayor

DATED: _____

ATTESTED: _____
FRANCIS BRYMER
Borough Clerk

RIDGEWAY FIRE SERVICE AREA

BY: _____
President of Ridgeway Fire Service
Area Board

DATED: _____

ATTESTED: _____
Secretary of Ridgeway Fire
Service Area Board

EXHIBIT "A"

ENGINES:

MAKE	SOLDOTNA EQUIPMENT NUMBER	HOURLY RENTAL
KENWORTH	# 611	\$75.00
FORD	# 612	\$75.00
FORD	# 613	\$75.00

TANKERS:

MAKE	SOLDOTNA EQUIPMENT NUMBER	HOURLY RENTAL
CHEVROLET	# 621	\$55.00
INTERNATIONAL	# 622	\$55.00

SUPPORT VEHICLES:

MAKE	SOLDOTNA EQUIPMENT NUMBER	HOURLY RENTAL
CHEVROLET BLAZER	# 601	\$10.00
CHEVROLET PICK UP 4 X 4	# 691	\$10.00