

Introduced by: Mayor at request
of Central Pen.
Emergency Medical
Service Area
Date: June 15, 1982
Vote: Unanimous
Action: Adopted

KENAI PENINSULA BOROUGH

RESOLUTION 82-123

APPROVING A FIRE EQUIPMENT RENTAL CONTRACT, AND A SHARED SPACE AND COMMUNICATIONS RENTAL AGREEMENT BETWEEN THE BOROUGH, THE CITY OF SOLDOTNA AND THE CENTRAL PENINSULA EMERGENCY MEDICAL SERVICE AREA BOARD.

WHEREAS, the Central Peninsula Emergency Medical Service Area Board desires to provide fire protection to the service area during the 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 Central Peninsula Emergency Medical Service Area as provided in the document entitled "Fire Equipment Rental Contract," through June 30, 1983; and

WHEREAS, the city of Soldotna will agree to lease office and storage space, and to share communications services with the Central Peninsula Emergency Medical Service Area; and

WHEREAS, the lease of this equipment, space and communications is essential to the service area activities and these rental contracts have been approved by the Service Area Board and the city of Soldotna; and

WHEREAS, all costs incurred for this rental would be borne by the Central Peninsula Emergency Medical Service Area;

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

Section 1. That the agreements for the rental of fire suppression equipment between the Central Peninsula Emergency Medical Service Area and the city of Soldotna, as provided in the Fire Equipment Rental Contract, and the Rental Agreement for space and communications for the fiscal year 1982-83, and incorporated in this resolution, are approved, and the Mayor is authorized to execute these contracts on behalf of the Borough.

Section 2. That this resolution takes effect upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH
ON THIS 15 DAY OF June, 1982.


John C. Davis, Assembly President

ATTEST:


Borough Clerk

RENTAL AGREEMENT

The parties to this agreement are the City of Soldotna (CITY) and the Central Peninsula Emergency Medical Services and Ambulance service Area (CPEMSA).

In consideration of mutual benefits accruing to each of the parties to this agreement they agree as follows:

The CITY shall provide and make available to CPEMSA for a period of one year the following equipment and accommodations at or in the vicinity of the location of the CITY'S fire station:

1. One (1) vehicle stall approximately 24 feet long and 10 feet wide sufficient to park standard automobile or emergency medical and ambulance vehicle.

2. Provide non-exclusive living accommodations sufficient for two (2) people, including non-exclusive kitchen facilities, restrooms, showers and sleeping facilities comparable to the regular facilities of the CITY'S fire department.

3. Provide a training area sufficient to contain twenty (20) people with adequate space to accomplish the training program efficiently.

4. Provide space for storage of official equipment of the CPEMSA and its personnel as may be available in existing facilities.

5. Provide lockers to accommodate the belongings and paraphernalia of seven (7) persons who are a part of the staff of the CPEMSA and in reasonable proximity to the working area occupied by the service area.

6. Make available a communication facility including 24 hour dispatch as provided for use of the CITY'S fire department.

Dispatching shall include the answering of the emergency telephone line for CPEMSA dispatching of all requests for service, provide routine information at the dispatcher's disposal, provide adequate records of radio and telephone traffic (on forms provided by CPEMSA), electronically record all communications, received or transmitted via phone or radio.

All radio communications shall be on the CITY fire department radio frequency on a shared use basis. The CITY shall not be required to modify its system or procedures to accommodate CPEMSA.

Dispatching services and procedures shall be limited to those set forth by the contract agency providing the dispatch service for the CITY.

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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 an E.M.S. representative.

C. In the event the equipment or any of its systems has been damaged, but is none the less fully serviceable, the rental rate shall cease as of the time noted by SOLDOTNA and acknowledged by E.M.S. 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 serviceable, the regular hourly rental rate shall cease as of the time noted by SOLDOTNA and acknowledged by E.M.S. 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

E.M.S. shall be billed and shall pay the replacement cost for all inventory lost or used by E.M.S. 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. To determine what has been lost or used by E.M.S., 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. E.M.S. 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

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

A. Place the same in good repair at E.M.S.'s expense, the repairs to be done by SOLDOTNA or at SOLDOTNA's direction.

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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 E.M.S. This decision rests in the sole discretion of the ranking Soldotna Officer on duty, who in no event will allow more than ONE HALF (1/2) of the serviceable equipment on EXHIBIT A to be rented by E.M.S. at any given time, taking into account disabled equipment.

SOLDOTNA may refuse the rental of any or all of its equipment to E.M.S. or require the immediate return of any or all of such equipment that E.M.S. may then be renting in any of the following circumstances:

A. There is a current need or potential need for any or all of the equipment in SOLDOTNA.

B. 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 E.M.S.

The decision as to whether any of the above conditions exist shall be made by the ranking Soldotna Fire Officer 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 E.M.S. desires to rent the equipment, SOLDOTNA shall notify the E.M.S. 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 E.M.S. 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. E.M.S. 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.

C. That E.M.S. is aware of a similar equipment rental agreement with the RIDGEWAY FIRE SERVICE AREA to the identical equipment which is the subject of this contract. E.M.S. agrees that RIDGEWAY FIRE SERVICE AREA shall have first call on all equipment and inventory.

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

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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 E.M.S. to enter into this contract.

IX. MISCELLANEOUS PROVISIONS

A. That no Mutual Aid assistance or response shall be made by E.M.S. with such rented equipment and that such equipment shall be used only in the Central Peninsula Emergency Service and Ambulance Service Area where fire protection is not provided as set out in Kenai Peninsula Borough Ordinance 81-117 as amended adopted February 2, 1982.

B. Such equipment as rented by SOLDOTNA to E.M.S. shall not be sub-rented or re-rented or used by any other person or entity.

C. E.M.S. shall make all of its employees and volunteers available to SOLDOTNA for training in the use and operation of the equipment. All equipment shall be operated by E.M.S. in conformance to the manufacturer's specifications and to SOLDOTNA's Departmental Policy.

X. TERMINATION

This contract may be terminated upon TEN (10) days written notice by either party for one or the other's 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 residents may incur a higher fire rating or may incur increased insurance premiums because of the obligations of this contract.

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XI. INSPECTION

E.M.S. hereby affirms that it has inspected the equipment, the subject hereof, 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

E.M.S. 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

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

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

CITY OF SOLDOTNA:

CENTRAL PENINSULA EMERGENCY
MEDICAL & AMBULANCE SERVICE AREA

BY: JUSTIN G. MAILE, MAYOR

BY: JAMES E. MATTIE, PRESIDENT

DATED: _____

DATED: _____

ATTEST: PATRICIA C. BURDICK
CITY CLERK

ATTEST: MILDRED I. FITZGERALD
CPMESA SECRETARY

KENAI PENINSULA BOROUGH

BY: STAN THOMPSON, MAYOR

DATED: _____

ATTEST: FRANCES BRYMER
BOROUGH CLERK

EXHIBIT A

MAKE	SOLDOTNA EQUIPMENT NUMBER	HOURLY RENTAL
ENGINES:		
Kenworth	No. 611	\$ 75.00
Ford	No. 612	75.00
Ford	No. 613	75.00
TANKERS:		
Chevrolet International	No: 622	55:00
SUPPORT VEHICLES:		
Chevrolet Blazer	No. 601	10.00
Chevrolet Pickup 4x4	No. 691	10.00

