

Introduced by: Mayor by Request
Date: September 7, 1982
Vote: Unanimous
Action: Adopted

KENAI PENINSULA BOROUGH

RESOLUTION 82-177

APPROVING AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE RIDGEWAY FIRE SERVICE AREA, THE CITY OF SOLDOTNA AND THE CENTRAL PENINSULA EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE AREA.

WHEREAS, the Ridgeway Fire Service Area is responsible for that provision of fire protection within that portion of the Borough encompassed by the boundaries of the Ridgeway Fire Service Area; and

WHEREAS, the service area has negotiated an intergovernmental cooperative agreement between the Ridgeway Fire Service Area, the City of Soldotna and the Central Peninsula Emergency Medical Services and Ambulance Service Area in order to provide more comprehensive fire and emergency services to persons within these service areas and the city of Soldotna; and

WHEREAS, such intergovernmental cooperative agreements are explicitly sanctioned by the Alaska Statutes and the Borough's participation will not give rise to any additional liability; and

WHEREAS, the fire service area board has concluded that the proposed agreement is satisfactory and has recommended that the Assembly adopt the agreement; and

WHEREAS, the Borough administration has examined the proposed agreement and has concluded that it should be adopted by the Assembly;

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

Section 1. That the agreement between the Ridgeway Fire Service Area, the city of Soldotna and the Central Peninsula Emergency Medical Services and Ambulance Service Area, which agreement is attached to this resolution and incorporated by attachment, is adopted and the Mayor is authorized to execute and effectuate this agreement.

Section 2. That this resolution takes effect immediately upon its adoption, subject to approval by the City of Soldotna and by the

Board of Directors of the Central Peninsula Emergency Medical Services
and Ambulance Service Area.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA
BOROUGH ON THIS 7th DAY OF September. 1982.


John E. Davis, Assembly President

ATTEST:


Borough Clerk

RECEIVED SEP 22 1982

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

BETWEEN THE CITY OF SOLDOTNA, KENAI PENINSULA BOROUGH, RIDGEWAY FIRE SERVICE AREA AND THE CENTRAL PENINSULA EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE AREA

WHEREAS, pursuant to Kenai Peninsula Borough Ordinances 80-49, 80-81, 80-117 and Soldotna Municipal Code 2.08.050, departments and agencies are established to provide emergency services, and

WHEREAS, it is of interest to public service, by parties involved to be centrally located, and combine resources to effectively provide the services under their jurisdiction,

NOW THEREFORE on this 7 day of September, 1982, this agreement has been entered into by the following named parties; THE KENAI PENINSULA BOROUGH, hereinafter referred to as "BOROUGH", RIDGEWAY FIRE SERVICE AREA, hereinafter referred to as R.F.S.A.; and the CENTRAL PENINSULA EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE AREA, hereinafter referred to as E.M.S.A.; and the CITY OF SOLDOTNA, hereinafter referred to as "CITY"; which parties have agreed as follows:

I. TERM OF THIS AGREEMENT

The period of this agreement is continuous. The initial term of this agreement is five years, and will automatically renew every five years thereafter unless terminated at the end of any five year period with one-year's prior notice to all other parties.

A. Any earlier termination or mutual rescision of this agreement shall require the agreement of the City, R.F.S.A. and E.M.S.A.

B. Upon the breach of this agreement by any party, the offended party or parties may give a written notice of breach to the other party which notice shall give the offending party TEN (10) days to cure the breach from the date received. If the breach is not cured within the TEN (10) days, the offended party or parties may declare this agreement terminated as to the offending party. Failure of any party to require strict performance of this agreement from time to time shall not be construed as a waiver of its rights to later require strict performance. The notice of breach shall be served upon the following persons: For the CITY upon the Municipal Clerk; for R.F.S.A. and the E.M.S.A. upon the Borough Clerk.

C. Upon FIFTEEN (15) days notice should the CITY or R.F.S.A. be notified of or experience an increase of fire insurance rating apparently due to this contract.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

II. ARBITRATION

Should a dispute arise between the parties concerning an interpretation of any part or portion of this agreement, as between the parties or any TWO (2) of them, the matter shall be submitted to arbitration as follows:

A. ONE (1) of the parties shall request in writing, arbitration, stating the matter to be arbitrated and personally serve on the Municipal Clerk and the Borough Clerk.

B. Within FIVE (5) days of the request for arbitration, R.F.S.A. and E.M.S.A. shall name ONE arbitrator each and the City shall name TWO arbitrators. The FOUR arbitrators thus named shall agree upon a FIFTH arbitrator within TEN (10) days of the request for arbitration. The FIVE so selected will then constitute arbitration panel.

C. The FIVE (5) arbitrators then named will, within TWENTY-FOUR (24) days of the service of the request for arbitration, notify all parties and hold a hearing to be electronically recorded and such other hearing as they may determine are necessary.

D. Within FOURTEEN (14) days of the final hearing the arbitrators will render, in writing, their findings and decisions to the parties. The parties hereby agree the hearing and any findings may be introduced as evidence in a Court of competent jurisdiction, in a case involving the instant matter or other matters arising from this contract.

E. The findings and decision of the arbitrators will be submitted for ratification to the various entities. Should ONE (1) entity refuse to ratify the findings and decision, the parties may pursue the dispute in a Court of competent jurisdiction.

III. POWERS AND DUTIES

Nothing in this agreement or arising under or by virtue of this agreement, shall dilute, interfere with, change or otherwise affect each party's duty or powers under applicable law.

Within the geographical area of each party and under applicable law, each party shall be solely responsible for its operation and the service each is to provide in its respective areas.

In the event the location of a request for service is in close proximity to the boundaries of the parties' service areas, response shall not be delayed pending determination of the precise location of the incident.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

IV. ANNUAL OPERATION PLAN

The parties hereby adopt the "ANNUAL OPERATION PLAN" marked "Attachment A", attached hereto and incorporated herein by this reference. This plan shall be reviewed annually hereafter. The first review will be completed on or before January 30, 1983. Annually thereafter, the plan will be reviewed and the review completed by January 30th of each year.

Any changes in the "ANNUAL OPERATION PLAN" must be mutually agreed upon by all the parties prior to January 30th of each year. Should the parties be unable to mutually agree upon a change, the previous year's provision shall remain in effect. Those changes which are agreed upon shall be in writing and signed by the parties, with the same formality of this document, and incorporated as an amendment to the original "ANNUAL OPERATION PLAN", and the parties bound thereby.

The "ANNUAL OPERATION PLAN" shall provide for the following:

A. Designation of protection responsibility boundaries and mutual response areas (if applicable). Maps will be used where practical.

B. A current resource inventory of each party's resources, including location and number of personnel, periods of assignment, fire equipment and facilities, and provisions for each party to notify the other where significant changes are made in the organizations.

C. For fire prevention, investigation and public education efforts and provision to coordinate these efforts.

D. Specific minimum action guideline (Operational Procedures) for each Protection Area, covering:

1. Fire reporting and alarm procedures.
2. Response and notification procedures.
3. Reports and other document exchange procedures.
4. Training and equipment familiarization.
5. Facility management procedures.
6. Manning: full-time paid, volunteer, part-time paid, personnel schedules and qualifications.

V. INDEMNIFICATION, WARRANTIES AND COMPLETE AGREEMENT

Any party hereto which fails to properly and completely perform hereunder, and which conduct results in any loss, damage, injury to, suit or other claim against the other party or parties shall indemnify it or them, and hold the other party or parties harmless.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

By entering into this contract and future revisions of Attachment "A", the parties do not warrant any level of skill, judgment or expertise on their parts or those of their employees, volunteers or others; and, further do not warrant the availability, reliability, fitness or fitness for use (including training) of any equipment, vehicles or buildings which may be the subject of or used in connection with this agreement.

The parties further agree that this document contains the complete understanding of the parties regarding intergovernmental cooperation. Any amendments, addendums or modifications hereto shall be in writing and executed with the same formality as this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first set out above.

CITY OF SOLDOTNA

BY: Justin G. Maile
JUSTIN G. MAILE, MAYOR

DATE: 9-3-82

ATTEST:

Patricia C. Burdick
PATRICIA C. BURDICK, CITY CLERK

DATE: 9-3-82

ORDINANCE NO. 289

ADOPTED: September 1, 1982
AND CERTIFIED COPY ATTACHED

KENAI PENINSULA BOROUGH

BY: Stan Thompson
STAN THOMPSON, MAYOR

DATE: 9/17/82

ATTEST:

Frances Brymer
FRANCES BRYMER, BOROUGH CLERK

DATE: 9/17/82

Resolution
ORDINANCE NO. 82-127

ADOPTED: Sept 7, 1982
AND CERTIFIED COPY ATTACHED

SOLDOTNA VOLUNTEER FIRE DEPARTMENT, INC.

BY: Donald M. Donald
(NAME AND TITLE) President

ATTEST:

Allen W. Dammann
SECRETARY

DATED: Sept 9, 1982
CERTIFIED COPY OF RESOLUTION
ATTACHED

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

RIDGEWAY FIRE SERVICE AREA

BY: Anderson CHAIRMAN
(NAME & TITLE)

ATTEST:

Verlin D Hoffman
SECRETARY

DATED: Sept 8 1982
CERTIFIED COPY OF RESOLUTION
ATTACHED

CENTRAL PENINSULA EMERGENCY MEDICAL SERVICES
AND AMBULANCE SERVICE AREA

BY: James E. Hall CHAIRMAN
(NAME & TITLE)

ATTEST:

Michael D. Fifer
SECRETARY

DATED: Sept 8, 1982
CERTIFIED COPY OF RESOLUTION
ATTACHED

ATTACHMENT A

ANNUAL OPERATIONAL PLAN

A. BOUNDARIES. The parties herein shall provide a detailed map of their respective areas of protection. The maps shall be provided to all parties herein and shall be updated and kept current.

B. RESOURCE INVENTORY. A resource inventory shall be maintained by all parties and made available to all parties.

1. A personnel roster shall be posted in the fire station and updated to be kept current.

2. A duty schedule for the paid staff shall be posted in the fire station and maintained three (3) months in advance.

3. Equipment inventories shall be maintained on a daily basis.

C. FIRE PREVENTION, INVESTIGATION AND PUBLIC EDUCATION. All efforts in this area shall be coordinated with existing programs, using available resources and information to reduce the loss of life and property.

D. OPERATIONAL PROCEDURES.

1. EMERGENCY SERVICES REPORTING AND ALARM PROCEDURES. The existing City emergency reporting system shall be used. (Number needs to be inserted)

2. RESPONSE AND NOTIFICATION PROCEDURES. The existing City dispatch system shall be shared on a mutually agreed pro-rated basis, assessed according to actual use.

3. REPORTS AND DOCUMENT EXCHANGE. All reports and documents shall be available to all parties on an as-needed basis.

4. TRAINING AND EQUIPMENT FAMILIARIZATION. All parties shall assist in providing cross training to enable all paid and volunteer personnel to effectively provide services.

5. FACILITY MANAGEMENT PROCEDURES.

a. Facilities management shall be a coordinated effort by all parties. Directives governing the day-to-day operation shall be controlled by way of Standard Operating Procedures or "S.O.P.s". The S.O.P. must be approved by all department heads.

b. Utilities shall be assessed to all parties annually, prior to budget preparation. The utilities shall include telephone, electric and natural gas.

ATTACHMENT A
ANNUAL OPERATIONAL PLAN

FORMULA FOR UTILITIES ASSESSMENT
PERCENTAGE OF ACTUAL COST TO CITY

	E.M.S.A	R.F.S.A.
DISPATCH SERVICE	70%	10%
NATURAL GAS	50%	25%
ELECTRICITY	50%	25%

d. The action of any party which causes or results in damage to the facility, any personalty located therein, or injury, such party will be responsible therefore and shall save and hold harmless and indemnify the other parties of this contract.

6. MANNING: FULL-TIME PAID, PART-TIME PAID AND VOLUNTEER. Minimum standard manpower shall be shared to provide for THREE (3) personnel, TWENTY-FOUR (24) hours-a-day response with fire and E.M.S. equipment with full-time paid personnel.

Manpower to be provided by means of existing personnel, employed by the City of Soldotna and Ridgeway Fire Service Area, and proposed employees of the Ambulance Service Area as follows:

CITY: 1 Fire Chief

 1 Fire Prevention Officer

 3 Fire Fighters

RIDGEWAY: 1 Battalion Fire Chief

EMERGENCY MEDICAL SERVICE AREA: 6 Emergency Medical Techs

Volunteers may be used to supplement paid staff, i.e., annual leave or sick leave, etc.

7. Regular training session volunteer compensation shall be paid as follows:

CITY	50%
R.F.S.A.	25%
E.M.S.A.	25%

This reflects one meeting per week. Two sessions to be administered per month by the CITY and one session each by E.M.S.A. and R.F.S.A.

ATTACHMENT A
ANNUAL OPERATIONAL PLAN

The rate of compensation for training meetings and callouts shall be at the following rates per call or training session:

HOSEMAN	\$10.00
NOZZLEMEN	\$12.50
ENGINEER	\$15.00
OFFICER	\$17.50

On callouts, the agency responding shall pay volunteer compensation for all responding and standby volunteers.

CITY OF SOLDOTNA

ORDINANCE NO. 289

AN ORDINANCE ENTITLED: AN ORDINANCE FORMALLY APPROVING THE INTER-
GOVERNMENTAL COOPERATIVE AGREEMENT

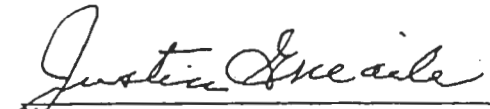
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOLDOTNA:

Section 1. That the Intergovernmental Cooperative Agreement be approved and the Mayor be authorized to sign the document.

Section 2. That a copy of the Intergovernmental Cooperative Agreement between the City of Soldotna, The Kenai Peninsula Borough, The Ridgeway Fire Service Area and the Emergency Medical Services & Ambulance Service Area shall be attached and become a part of this ordinance.

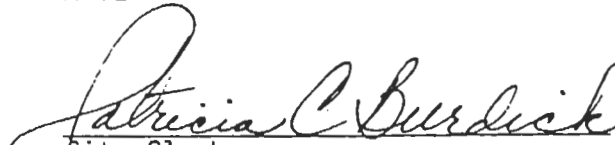
Section 3. This Ordinance shall become effective upon adoption.

ADOPTED This 1st day of September, 1982.



Mayor

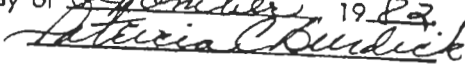
ATTEST:



City Clerk

Introduced By: Bailey
First Reading: August 18, 1982
Effective Date: September 1, 1982
Adopted: September 1, 1982

The undersigned hereby certifies that this document entitled Ord. No. 289 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 2nd
day of September, 1982.


City Clerk

AGREEMENT

THIS AGREEMENT is hereby entered into between the KENAI PENINSULA BOROUGH, a municipal corporation, and the ALASKA STATE TROOPERS a State Governmental Agency, for the purposes of providing 911 services for the Central Peninsula and full dispatch services for the City of Soldotna, Central Peninsula EMS, Ridgeway/Sterling Fire area and Nikiski Fire area.

WITNESSETH

WHEREAS, the Kenai Peninsula Borough has acquired area wide emergency communication powers to allow operation of 911 emergency number systems; and,

WHEREAS, the Kenai Peninsula Borough under authority of AS 29.35.010(13) has entered into agreements or arrangements with various other governmental units for the operation of the emergency communication centers; and,

WHEREAS, the Kenai Peninsula Borough wishes to utilize the expertise and assistance of the ALASKA STATE TROOPERS in the administration and supervision of an emergency communications system; and

WHEREAS, this agreement will enable a high quality of services for less cost to the taxpayers by consolidation of services and personnel; and,

WHEREAS, the current 911 emergency communication system is housed in the Alaska State Trooper's Dispatch Center located in the City of Soldotna;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

SECTION 1. The TROOPERS agree to provide 911 service and space within its detachment headquarters located in Soldotna, Alaska for the operation of 911 emergency communication services.

SECTION 2. The BOROUGH shall be responsible for all 911 service related costs including but not limited to:

- A. 911 telephone line charges
- B. 911 equipment repair costs
- C. 911 equipment replacement
- D. Employees

SECTION 3. The TROOPERS agree to provide full dispatch service to the Soldotna Police Department, Soldotna Fire Department, Ridgeway/Sterling Fire Service Area, Nikiski Fire Service Area and the Central Peninsula EMS Service Area.

SECTION 4. The BOROUGH shall employ five (5) dispatchers to work in the Trooper Dispatch Center to fulfill manpower requirements as follows:

911 Services	2 dispatchers
Soldotna Police & Fire, Ridgeway/Sterling Fire and Central Peninsula EMS	2 dispatchers
Nikiski Fire Service Area	1 dispatcher

SECTION 5. The TROOPERS agree to provide daily supervision and training of Borough employed dispatchers subject to personnel rules and regulations of the Borough.

SECTION 6. Under the terms of this agreement the TROOPERS agree to provide dispatch services including but not limited to the following:

- A. Answering of emergency telephone lines for each department.
- B. Dispatching of all requests for services.
- C. Provide constant accountability for on duty officers.
- D. Provide routine information as requested by each department or one of its officers, including but not limited to Department of Motor Vehicles information, geographical information, warrant lists and other information at the dispatchers disposal.
- E. Provide adequate records of radio and telephone traffic.
- F. Test pagers twice daily.
- G. Maintain a running log on all on duty personnel.
- H. For the Fire Departments and EMS dispatch slips shall be maintained showing among other things the times and units responding.

- I. Develop procedures with user agencies to promote dispatch services.
- J. Assume minor incidental costs associated with the services provided at the dispatch center.

SECTION 7. Equipment purchased by the BOROUGH shall remain the property of the Borough and may be removed upon termination of this agreement.

SECTION 8. The TROOPERS shall not be responsible for maintenance costs, replacement of equipment and telephone line charges belonging to a user agency unless stipulated by prior agreement.

SECTION 9. The TROOPERS reserve the right to limit the number of radio frequencies and telephone lines coming into the dispatch center.

SECTION 10. Both parties agree that if additional calls for services substantially impact the dispatch center a review of the manpower needs will be done at least 120 days prior to the beginning of a new fiscal year.

SECTION 11. The BOROUGH reserves the right to utilize the expertise and assistance of the 911 Incorporated Board for the purposes of advising and coordinating 911 services. /for

SECTION 12. It is the intent of both parties that any part of this original agreement may be deleted, amended or added to by a supplemental document when the same is in writing and signed by the parties.

SECTION 13. This agreement and all supplemental documents, unless otherwise specified, shall remain in effect until terminated by withdrawal of a party. A party wishing to withdraw shall tender to the other party such intent in writing, not less than 120 days prior to June 30th of the year. Such termination shall be in effect upon the July 1st date immediately following the notice.

SECTION 14. This agreement shall be reviewed annually by the TROOPERS and the BOROUGH.

KENAI PENINSULA BOROUGH

BY: Stan Thompson
ITS: Mayor 4/9/86

ALASKA STATE TROOPERS

BY: Capt. Joe Temple
ITS: 4/3/86 4/9/86

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

Joanne Bradley
Borough Clerk

Kristine A. Schmidt
Kristine A. Schmidt, Deputy Borough
Attorney

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by Stan Thompson, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, on behalf of the corporation.

Barbara A. Lewis
Notary Public for the State of Alaska
My commission expires: 3-25-90

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 9th day of April, 1986, by Capt. Joe De Temple for the Alaska State Troopers, on behalf of the Alaska State Troopers.

D. R. Holland
Notary Public for the State of Alaska
My commission expires: Dec. 18, 1987

