

Introduced by: Mayor
Date: May 20, 1986
Vote: 13 Yes, 2 No
Action: Adopted

KENAI PENINSULA BOROUGH

RESOLUTION 86-68

APPROVING THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF SOLDOTNA AND THE KENAI PENINSULA BOROUGH.

WHEREAS, AS 29.35.010(13) provides that municipalities have the general power to enter into an agreement for cooperative or joint administration of any function or power with another municipality; and

WHEREAS, the City of Soldotna and the Kenai Peninsula Borough entered into a cooperative agreement dated September 7, 1982, for the purpose of combining resources at a central location for fire protection and communication services for the City of Soldotna, the Ridgeway Fire Service Area and the Central Peninsula Emergency Medical Service Area; and

WHEREAS, the expansion of the Ridgeway Fire Service Area to include the Sterling area enables additional opportunities for economies of scale and productivity if the City and Borough's existing fire protection, emergency medical and dispatching resources may be utilized over a larger service area; and

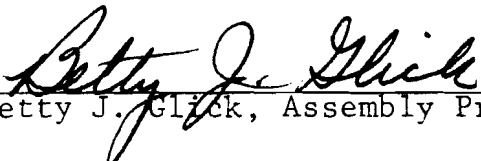
WHEREAS, it is desirable to amend the 1982 Cooperative Agreement between the City and the Borough for the purpose of combining resources and for extending mutual aid to the Ridgeway-Sterling Fire Service Area;

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

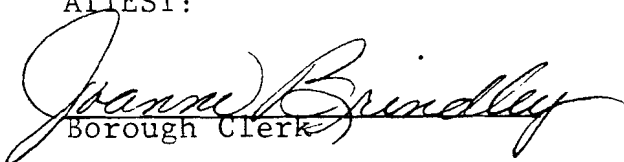
Section 1. That the Intergovernmental Cooperative Agreement between the City of Soldotna and the Kenai Peninsula Borough, which agreement is attached to this resolution and incorporated by attachment, is adopted and the Mayor is authorized to execute and effectuate this agreement.

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

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH ON THIS 20th DAY OF May, 1986.


Betty J. Glick, Assembly President

ATTEST:


Borough Clerk

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Agreement is entered into between the CITY OF SOLDOTNA (the "City") and the KENAI PENINSULA BOROUGH (the "Borough") for cooperative administration of fire protection, emergency medical and communication services within the Ridgeway-Sterling Fire Service Area, the Central Kenai Peninsula Emergency Medical Service Area, and the City of Soldotna.

WITNESSETH

WHEREAS, AS 29.35.010(13) provides that municipalities have the general power to enter into an agreement for cooperative or joint administration of any function or power with another municipality; and

WHEREAS, the City and the Borough have powers necessary to provide fire protection, emergency medical and communication services within the Central Kenai Peninsula Service areas; and

WHEREAS, the City has transferred emergency medical and ambulance service powers to the Borough; and

WHEREAS, the City and the Borough entered into a cooperative agreement dated September 7, 1982, for the purpose of combining resources at a central location for fire protection and communication services for the City of Soldotna, the Ridgeway Fire Service Area and the Central Peninsula Emergency Medical Service Area; and

WHEREAS, this cooperative agreement has enabled higher quality services for less cost to taxpayers through the sharing of personnel, equipment and facilities; and

WHEREAS, expansion of the Ridgeway Fire Service Area to include the Sterling Area enables additional opportunities for economies of scale and productivity if the City and Borough's existing fire protection, emergency medical and dispatching resources may be utilized over a larger service area; and

WHEREAS, it is desirable to amend the 1982 Cooperative Agreement between the City and the Borough for the purpose of combining resources and for extending mutual aid to the Ridgeway-Sterling Fire Service Area;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Section 1: Parties.

A. The parties to this Agreement are:

(1) The City of Soldotna ("City"), a first-class municipality of the State of Alaska.

(2) The Kenai Peninsula Borough ("Borough"), a second-class borough of the State of Alaska, acting on behalf of:

(a) The Ridgeway-Sterling Fire Service Area ("Ridgeway-Sterling"), a service area of the Kenai Peninsula Borough.

(b) The Central Peninsula Emergency Medical Service Area ("EMS"), a service area of the Kenai Peninsula Borough.

B. The parties shall include the respective successors and assigns of the above parties.

C. Reference in this Agreement to any of the parties shall include such officer or agents as may from time to time lawfully exercise responsibility and authority for and on behalf of such parties, unless the context clearly requires otherwise.

D. Each party hereto warrants to the other that it is authorized and has taken all steps necessary pursuant to law to enter into this Agreement to comply fully with its terms.

Section 2: Term of the Agreement.

A. This Agreement shall take effect on July 1, 1986, upon execution by the authorized representative of all parties.

B. The terms of this Agreement shall end on June 30, 1994, or on the effective date of complete consolidation of the service areas which are the subject of this Agreement, whichever occurs first; provided that continuation of this Agreement from year to year shall be subject to annual appropriations.

C. No party may terminate this Agreement except with the written consent of the other; subject to the proviso of 2(B) above.

Section 3: Mutual Assistance for Joint Service Area.

A. The parties hereby join together for the purpose of providing fire protection, emergency medical, ambulance and communication services within a Joint Service Area of the Central Kenai Peninsula.

B. The Joint Service Area means the territory lying within the boundaries of the Central Peninsula Emergency Medical Service Area.

Section 4: Scope of Services.

The scope of services to be provided pursuant to this Agreement shall include:

A. Twenty-four hour communication services to receive calls and to dispatch public safety personnel and equipment. These dispatching services shall be provided by joint agreement between the Borough and the Alaska State Troopers. A copy of such agreement is attached as Attachment "A" and incorporated herein by reference.

B. Emergency medical and ambulance services to all areas within the Joint Service Area; and 24 hour firefighting services within the City of Soldotna and the Ridgeway-Sterling Fire Service Area in accordance with the powers adopted by the City and Borough.

(1) There shall be at least three (3) qualified personnel on duty in Soldotna at all times capable of responding with equipment to firefighting and emergency medical calls for assistance within the Joint Service Area.

(2) The "on duty" personnel shall be supplemented by paid and volunteer personnel. Staffing of paid and volunteer personnel shall be maintained so that at least ten (10) qualified personnel will be on "stand-by" and capable of responding on short notice to emergency calls for assistance within the Joint Service Area.

(3) All paid personnel shall be "cross trained" so that they may be qualified to respond to both firefighting and emergency medical calls for assistance.

C. Operation and maintenance of all plant and equipment owned by the City and Borough and used in support of the firefighting and emergency medical services provided within the Joint Service Area. This shall include sprinkler system inspections and fire hydrant testing.

D. Recruitment of part time and volunteer personnel.

E. Training for full time, part time and volunteer personnel so that each may have the opportunity to learn how to operate equipment and to achieve appropriate certifications for fire fighting and emergency medical services. The training programs

shall prepare volunteers so that they may have the opportunity to become qualified for promotion to part time and full time paid positions.

F. Fire prevention, investigation and public education to reduce the loss of life and property. The Uniform Fire Code shall be enforced within the City. Plan review service for compliance with the Uniform Fire Code shall be available on request from property owners for structures located in the Ridgeway-Sterling Fire Service Area.

Section 5: Financing & Payment Obligations.

A. The Borough shall contract with the Alaska Department of Public Safety to provide twenty-four (24) hour communications to receive calls and dispatch public safety personnel and equipment within the Joint Service Area. (Attachment "A"). The cost allocable to the Joint Service Area shall be shared in the following manner:

Soldotna Police Department	66.0%
Soldotna Fire Department	10.2%
Central Peninsula EMS Area	13.6%
Ridgeway-Sterling Fire Service Area	10.2%

B. The Borough shall provide one (1) clerk-typist to assist with the joint administration of the fire protection and emergency medical services. The cost for wages and benefits for this clerk-typist shall be shared as follows:

Soldotna Fire Department	33%
Central Peninsula EMS Area	34%
Ridgeway-Sterling Fire Service Area	33%

C. The City's permanent and part time Fire Department employees shall be transferred to the payroll of the Borough so that they may be employed and utilized throughout the Joint Service Area. The Borough shall accept these employees and provide compensation for them consistent with standards prevailing for similar job classifications within the Borough, specifically defined in Attachment "B", attached hereto and incorporated by reference.

D. The City shall have a payment obligation to the Borough in the amount of \$315,500 per year for the term of this Agreement as its share of the Borough's cost for wages and benefits for persons employed pursuant to this Agreement. Payroll costs in excess of \$315,500 per year (exclusive of the shared cost for dispatching services) shall be provided by the Borough, and budgeted to the Central Peninsula Emergency Medical Service Area and the Ridgeway-Sterling Fire Service Area.

E. The City shall lease its Central Fire Station to the Borough for the joint use of the Borough's Fire Protection and Emergency Medical Service Areas. The cost for operation, maintenance and debt service of the Central Fire Station shall be shared in the manner following:

Soldotna Fire Department	25%
Central Peninsula EMS Area	50%
Ridgeway-Sterling Fire Service Area	25%

F. In consideration of the Borough's pledge to pay 75% of the remaining debt service on the Central Fire Station, the City agrees to convey title to its Fire Department property to the Borough, upon complete consolidation of the City's fire service area with that of the Borough's fire and emergency medical service areas. If consolidation of these service areas is not accomplished by October 1993, it is mutually understood that the Borough will forfeit its option to purchase the City's property on these terms. If one of the service areas terminates its obligations under this Agreement, it loses any interest it may have in the Fire Department property.

G. Other operating costs for joint administration of this cooperative Agreement such as travel and training, supplies, equipment, fees, contracted services, advertising, dues, subscriptions, and miscellaneous expenses may be shared among the City and the Service Areas of the Borough according to standards and procedures as the Management Committee may from time to time prescribe; but all such costs shall be subject to audit and final approval of the Borough. Each service area obtains a pro-rata interest in joint assets, acquired under this Agreement, equivalent to the percentage of funds contributed to the purchase of the property.

H. The hiring of additional personnel or the procurement of facilities or equipment for the exclusive benefit of one service area beyond that which is provided pursuant to this Agreement shall be subject to the budget and appropriation process of the Borough.

I. The payment obligation of the City and each service area shall be the sum of all the allocations specified in this section, each as finally determined after the end of a fiscal year. The parties recognize that in practice the amounts due from the respective parties is incapable of final determination until after a fiscal year has ended. Therefore, during each contract year, each party will pay, on a monthly basis, amounts equal to the approved budget for the year. The budget for the first year of operation is attached hereto as Attachment "C" and the means of financing is attached hereto as Attachment "D"; both attachments are incorporated by reference.

J. Any revenue deficiency or surplus that results from a difference between the budget estimates and the total payment obligations finally determined for a prior contract year shall be collected or repaid within the next twelve (12) months.

K. Except for 5.D. above, the provisions in Section 5 may be subject to renegotiation during the term of the contract, if necessary.

Section 6: Management Committee.

A. The parties hereby establish a Management Committee (the "Committee") to implement joint operating policies and procedures of this Agreement. The Committee shall consist of one representative from each of the following: Soldotna City Council; Central Peninsula Emergency Medical Service Area, and Ridgeway- Sterling Fire Service Area.

B. Each party shall notify all other parties in writing of its designated representative and of an alternate representative. Any party may change its representative or alternate representative at any time and shall promptly provide written notice of such change to all other parties.

C. The Committee shall meet at least quarterly. Written minutes shall be kept for all meetings of the Committee. Minutes shall be attached to the Central Peninsula Emergency Medical Service Area and Ridgeway-Sterling Fire Service Area board minutes.

D. The Committee shall adopt, by majority approval, procedural rules governing the conduct of the Committee's affairs. Such rules shall address, among other matters, the periodic selection of Committee officers, procedures for the conduct of Committee meetings, procedures for dispute resolution, and, to the extent not otherwise specified in this Agreement, voting requirements for approval of matters to be decided by the Committee.

E. The following matters shall be decided by the Committee:

(1) The annual budget for the joint administration of this Agreement, including the amounts to be allocated to the City and each service area.

(2) Recommendations for selection and termination of management personnel.

(3) Technical operating and maintenance standards.

(4) Recommended standards for joint operating expenditures.

(5) Recommend standards for joint capital asset acquisition and plans of finance thereof.

(6) Such other matters as required by this Agreement or that a majority of the Committee determines appropriate; provided that the Committee shall have no authority to modify or amend the terms and conditions of this Agreement.

F. Annual budgets for all items of expenditure to be jointly shared shall require the concurrence and approval of each service area, the City and the Borough.

G. The following joint administrative matters shall require the concurrence and approval of the Borough:

(1) Procurement procedures.

(2) Selection and termination of management personnel.

H. The Committee may create special purpose committees as appropriate, provided that the Committee may not delegate its decision making duties to any such special purpose committee.

Section 7: Indemnification.

A. Borough agrees to defend, indemnify and hold harmless the City, its agents, officers and employees from and against all claims, causes of action, liability, judgments, losses, and expenses, brought for or on account of any personal injury, death or property damage sustained by any person or property, arising out of, incident to, or in connection with the Borough's use of the City's property or the operations in connection with this Agreement.

B. In consideration for the value of property offered and payment obligations assumed by the City in connection with this Agreement, the Borough shall at its own expense provide and keep in force during the term of this Agreement such insurance as it may deem necessary to protect the Borough and the City from claims arising out of, incident to, or connection with this Agreement.

Section 8: Dispute Resolution.

A. The Management Committee shall be the arbitrator of disputes between the parties under this Agreement.

B. After adjudication by the Management Committee, any party may file an action in the Superior Court of the State of Alaska with respect to the matter in dispute, to obtain a decision resolving such dispute and other remedy permitted by law. Unless the parties to the dispute determine otherwise, such action shall be an original action on the merits, in which each party shall have the right to introduce testimony or other evidence concerning any such matter in dispute, including without limitation, the result of the adjudication, and each party shall be entitled to a full hearing on the matter.

C. Pending resolution of any disputed matter, the parties shall continue performance of their respective obligations under this Agreement. The existence of an unresolved dispute shall not excuse the Borough from providing services hereunder or excuse the City from making payment for such services. Rather, the parties shall continue to perform while pursuing other remedies, including judicial remedies, available to them under this Agreement.

Section 9: Integration and Amendment.

A. This Agreement sets forth all the terms, conditions and agreements between the parties and supercedes any previous understandings or agreements whether oral or written, including an Intergovernmental Cooperative Agreement between the Parties dated September 7, 1982.

B. No modification or amendment of this Agreement is effective unless in writing and signed by both parties.

Section 10: Severability.

A. If any section, paragraph or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if such section, paragraph or provision or any part thereof so adjudicated to be invalid had not been included herein, unless such invalidity or unenforceability materially impairs the benefit of the remainder of the Agreement.

B. If any section, paragraph or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, then the parties agree that they shall exercise their best efforts to correct such invalidation and substitute appropriate agreements to achieve the intent of this Agreement.

RECOMMENDED FOR APPROVAL:

RIDGEWAY/STERLING FIRE
SERVICE AREA

CENTRAL PENINSULA EMERGENCY
MEDICAL SERVICE AREA

By: _____
Date: _____

By: _____
Date: _____

SOLDOTNA FIRE DEPARTMENT

By: _____
Date: _____

APPROVED:

CITY OF SOLDOTNA

KENAI PENINSULA BOROUGH

By: _____
Dolly Farnsworth, Mayor
Date: _____

By: _____
Stan Thompson, Mayor
Date: _____

ATTEST:

ATTEST:

City Clerk

Borough Clerk

ORDINANCE OR
RESOLUTION NO: _____

ORDINANCE OR
RESOLUTION NO: _____

APPROVED AS TO FORM:

City Attorney

Borough Attorney

ACKNOWLEDGEMENT

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1986, by Dolly Farnsworth as Mayor
of the City of Soldotna on behalf of the City.

Notary Public for the State of Alaska
My commission expires: _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1986, by Stan Thompson as Mayor of
the Kenai Peninsula Borough on behalf of the Borough.

Notary Public for the State of Alaska
My commission expires: _____