

Introduced by: Mayor
Date: 1/21/2003
Action: Adopted
Vote: 7 Yes, 0 No, 2 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2003-010**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
ON BEHALF OF THE KACHEMAK EMERGENCY SERVICE AREA WITH THE
CITY OF HOMER TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES**

WHEREAS, the Kenai Peninsula Borough (KPB) formed the Kachemak Emergency Service Area (KESA) to provide fire and emergency medical services in the service area; and

WHEREAS, the City of Homer contracted with the KPB on behalf of the KESA to provide fire and emergency medical services to the area included in the KESA, which contract expired December 31, 2002; and

WHEREAS, the City of Homer, the Kenai Peninsula Borough administration, and Kachemak Emergency Service Area board have negotiated a new six-month agreement for the continued provision of fire and emergency medical services to Kachemak Emergency Service Area; and

WHEREAS, at its meeting of January 2, 2003, the Kachemak Emergency Service Area board unanimously approved renewing the interim contract with the City of Homer for six months at a cost of \$95,904, provided that (1) negotiations for a new contract begin by the end of February, (2) the city immediately provide an emergency vehicle operating course (EVOC), and (3) the city provide personnel and space for timely training to integrate KESA's new units in the system; and

WHEREAS, the agreement is subject to approval of both the KPB Assembly upon considering the recommendation of the KESA board, and the Homer City Council;

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

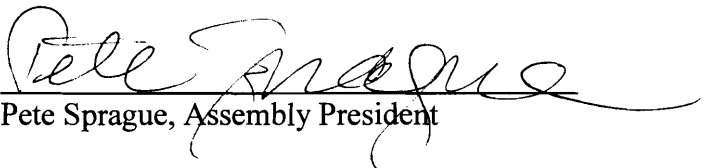
SECTION 1. The mayor is authorized to execute the accompanying Interim Agreement for Provision of Fire and Emergency Medical Services attached hereto and incorporated by reference as Attachment A, in which the City of Homer will provide fire and emergency medical services for a six-month period beginning January 1, 2003, for the sum of \$95,904.

SECTION 2. That the administration make reasonable efforts to begin negotiations in February, 2003, regarding future contracts between the city of Homer and the borough on behalf of KESA.

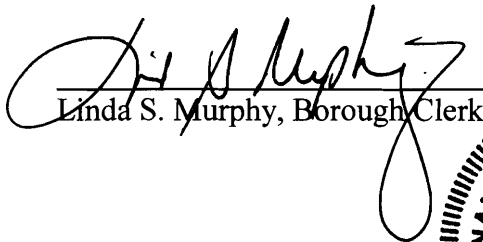
SECTION 3. That the City of Homer is urged to promptly provide an emergency vehicle operating course (EVOC), and personnel and space for training to integrate KESA's new units in the system. KESA shall bring representatives from the engine manufacturers to provide the training.

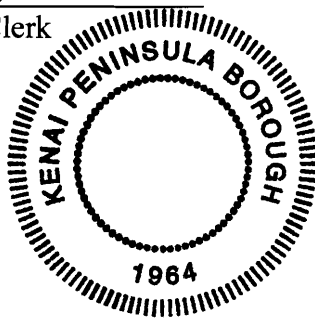
SECTION 4. This resolution shall take effect immediately upon its enactment.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 21ST DAY OF JANUARY, 2003.


Pete Sprague, Assembly President

ATTEST:


Linda S. Murphy, Borough Clerk



**INTERIM AGREEMENT FOR PROVISION OF FIRE AND
EMERGENCY MEDICAL SERVICES**

By this agreement the City of Homer ("City of Homer"), and the Kenai Peninsula Borough ("KPB"), on behalf of the Kachemak Emergency Service Area ("KESA"), do hereby agree as follows:

WHEREAS, the Kenai Peninsula Borough formed the Kachemak Emergency Service Area to provide fire and emergency medical services in the service area; and

WHEREAS, prior to July 1, 2001, the City of Homer provided and funded all fire and emergency medical services to the area included in the KESA for approximately ten years, before which the City of Homer was the primary funding source for the Homer Volunteer Fire Department ("HVFD") and paid all HVFD administrative expenses; and

WHEREAS, KPB, KESA, and the City of Homer entered interim six-month agreements effective July 1, 2001, January 1, 2002, and July 1, 2002, under which the City of Homer continued to provide fire and emergency medical services to the KESA through December 31, 2002; and

WHEREAS, the parties to this agreement have negotiated a new six-month agreement in which the City of Homer will continue to provide fire and emergency medical services to the KESA;

NOW, THEREFORE, for good and valuable consideration, including the covenants, conditions, and agreements hereinbelow, the parties do hereby agree as follows:

1. The City of Homer will continue to provide the current level of fire services and emergency medical services for a six-month period beginning January 1, 2003, within the KESA boundaries.
2. The City of Homer will charge each recipient of EMS services for responses in the KESA the same fees for EMS as is charged for responses within Homer city limits. In the event the fee schedule is modified by the City of Homer for EMS, the rates shall be the same for responses within the city and KESA.
3. The KPB through KESA will pay the City of Homer the sum of \$95,904 for the fire and EMS services provided hereunder.
4. The City of Homer shall provide to KESA a "Monthly Fire Activity Report", a monthly "Emergency Service Activity" report and a copy of each Run Log, including dispatch times, within 30 days of the end of each month.
5. The City of Homer and the KESA Board agree to work cooperatively toward future service improvements.
6. The City of Homer agrees to use KESA acquired equipment to the extent the City of Homer and KESA agree is necessary and practical to maintain or improve the level of

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fire or emergency medical services in KESA, provided the equipment meets the performance and maintenance standards of the City of Homer.

7. KESA may, at its option, have its equipment maintained by any party, provided the level of maintenance for equipment to be used by the City of Homer is reasonably within the City of Homer standards. At the request of KESA, the City of Homer may maintain KESA vehicles. It is agreed that charges for such maintenance shall be in addition to the above-described contract cost and that charges shall be at the normal rate charged by the City of Homer for similar services.
8. The City of Homer will cause the KPB and KESA to be named as an additional insured on the City of Homer's comprehensive general liability insurance policy for acts performed pursuant to this contract. It is agreed that the insurance provided by the City of Homer will be primary with regard to claims arising out of such acts. KPB will name the City of Homer as an additional insured on its comprehensive general liability insurance policy for acts performed pursuant to this contract, which insurance will be excess to the City of Homer's primary insurance for claims arising out of such acts. KPB's liability for acts performed pursuant to this contract will not exceed the amount of KPB's liability insurance coverage.
9. The City of Homer agrees to comply with all applicable laws and regulations governing the provision of fire and emergency medical services under this agreement.
10. This contract shall be effective January 1, 2003, subject to the appropriation and availability of funds, and approval by the Kenai Peninsula Borough Assembly upon considering the recommendation of the KESA board, and approval of the City Council of the City of Homer.

DATED this 31st day of December, 2002.


Ron Drachman, City Manager
City of Homer


Dale Bagley, Mayor
Kenai Peninsula Borough


Scott Cunningham, Chair
Kenai Peninsula Emergency Service
Area Board