

**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, July 1, 2002, and January 1, 2003, under which the City of Homer continued to provide fire and emergency medical services to the KESA through June 30, 2003; and

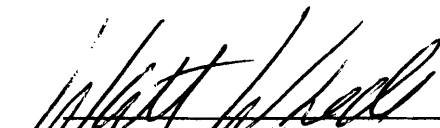
WHEREAS, the parties to this agreement have negotiated a one-year agreement with an automatic one-year renewal, subject to provision for termination, in which the City of Homer will continue to provide fire and emergency medical services to the KESA;

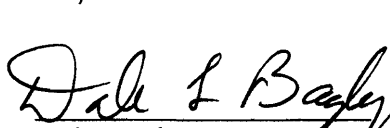
NOW, THEREFORE, for good and valuable consideration, including the covenants, conditions, and agreements hereinbelow, the parties do hereby agree as follows:

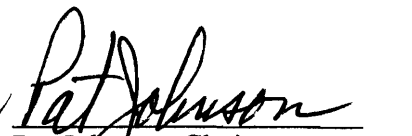
1. The City of Homer will continue to provide the current level of fire services and emergency medical services through June 30, 2004, with an automatic renewal for one year unless either party provides ninety (90) days' advance written notice of termination.
2. The City of Homer will charge each recipient 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 \$168,072 for fire and emergency medical services provided through June 30, 2004 and a sum equal to a .925 mill levy applied to the taxable real property in the KESA as reported on the KPB certified tax roll for the following year.
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 quarter.
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 vehicles and equipment to the extent the City of Homer and KESA agree is necessary and practical to maintain or improve the level of fire or emergency medical services in KESA, provided the vehicles and equipment meet the performance and maintenance standards of the City of Homer.
7. KESA may, at its option, have its vehicles maintained by any party, provided the level of maintenance for vehicles 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 agrees to maintain and test, at its own expense, KESA's equipment, including airpaks, chainsaws, fire hose, fire pumps, and hand tools. KESA agrees to keep maintenance records for its equipment.
9. 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.
10. 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.
11. This contract shall be effective July 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 9 day of July 2003.


 Walter Wrede, City Manager
 City of Homer


 Dale Bagley, Mayor
 Kenai Peninsula Borough


 Pat Johnson, Chair
 Kachemak Emergency Service
 Area Board