

**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, KPB, KESA, and the City of Homer entered agreements effective July 1, 2001, January 1, 2002, July 1, 2002, January 1, 2003, and July 1, 2003, under which the City of Homer continued to provide fire and emergency medical services to the KESA through June 30, 2005; and

WHEREAS, the parties to this agreement have negotiated an 18-month agreement, with automatic annual renewals for two subsequent one-year terms, subject to provisions 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 herein below, 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 available from the City of Homer, Homer Volunteer Fire Department, irrespective of KESA facilities and apparatus, through December 31, 2006, with an automatic renewal for two, one-year terms unless either party provides ninety (90) days' advance written notice of termination.

- (a) The City of Homer, Homer Volunteer Fire Department, will utilize all available KESA apparatus and facilities for the benefit of Homer, Kachemak City and the KESA.
- (b) "Current Level of Service" is hereby defined as maintaining the number and types for fire fighting apparatus, level of emergency medical services, and other services historically provided by the City of Homer, Homer Volunteer Fire Department at the time this contract is approved by all parties.

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 as established in the City of Homer Fee Schedule. In the event the fee schedule is modified by the City of Homer for EMS, the rates shall be the same for responses with the City and KESA.

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3. The KPB through KESA will pay the City of Homer the total amount of \$283,955, including \$182,136 for FY 2006 and \$101,819 for the period from July 1, 2006 through December 31, 2006.

4. The city of Homer will provide to the KESA a "Monthly Activity Report," and a copy of each run log, including dispatch times, within 30 days of the end of each quarter for fire department activity within the service area.

5. The City of Homer and the KESA Board agree to work cooperatively toward future service improvements, including but not limited to: reduced response times and volunteer recruitment and retention. The City of Homer (HVFD) Fire Chief or designee will attend one KESA Board meeting each quarter to improve communication and answer questions.

6. The City of Homer agrees to use KESA acquired vehicles and equipment to the extent the City of Homer and the KESA agree is necessary and practical to maintain or improve the level of fire or emergency medical services in the KESA, provided the vehicles and equipment meet the performance and maintenance standards of the City of Homer.

(a) The Homer Volunteer Fire Department will maintain full operational control of all KESA apparatus, equipment, and resources under the terms of this contract as stipulated.

(1) HVFD will deploy, or utilize all facilities and apparatus as necessary to maintain public health and safety including fire protection and emergency medical services for Homer, Kachemak City, and the Kachemak Emergency Service Area.

(2) Apparatus may be deployed as needed to maintain operational readiness of the entire response area as defined as Homer, Kachemak City and the KESA. In an emergency the HVFD Fire Chief may deploy all apparatus as determined to be necessary without prior approval of the KESA Fire Chief. Otherwise the prior approval of the KESA Fire Chief must be obtained in advance of plans to deploy KESA apparatus to other than its regular assignment.

(3) The HVFD Fire Chief will be consulted prior to the specification, purchase, modification or utilization of any emergency equipment or apparatus to be used under the terms of this contract. The goal is to create, within reason, as much standardization as possible to simplify operations, training and maintenance.

(4) KESA may not deploy or contract its resources or apparatus without the prior express permission of the HVFD Fire Chief or his designee. The HVFD Fire Chief will be notified of any KESA facility usage in advance to prevent multiple booking of the facilities.

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 will test and inspect, at its own expense, KESA owned or leased apparatus and equipment to include the following:

- (a) HVFD will provide monthly apparatus inspections to include:
 - (1) Mechanical (lights, fluid levels, tire inflation);
 - (2) All fueled equipment will be inspected, started and run for 5 minutes and refueled; KESA provides the fuel used in its apparatus and equipment.
 - (3) The following expendable supplies and materials will be purchased and funded by the City of Homer for use on KESA apparatus:
 - A. Medications used on the ambulance
 - B. Medical supplies not provided by restocking agreement with South Peninsula Hospital
 - C. Firefighting foam used from KESA apparatus on fires within Homer or Kachemak City Limits. For fires in the KESA, foam from KESA apparatus will be provided by KESA
 - (4) Completed monthly vehicle check sheets for KESA apparatus will be provided to KESA for their records. Any deficiencies will be immediately forwarded to the KESA Chair.
 - (5) Following use, KESA apparatus will be inspected for readiness within 24 hours. An "After-Use" report, similar to the monthly rig check sheet will be left with the KESA Fire Chief following these inspections.
- (b) HVFD will annually test all structural firefighting hose to NFPA standards.
 - (1) An inventory of KESA owned hose will be provided to the KESA.
 - (2) Any KESA owned hose, failing the annual, or other hose test, will be tagged out of service and returned to the KESA for repair or disposal.
- (c) HVFD will annually conduct fire apparatus pump service tests in accordance with NFPA and/or manufacturer's specifications.
 - (1) All apparatus owned or leased by the KESA shall be able to be tested to NFPA standards or other service tests as recommended by the apparatus manufacturer.
 - (2) If a KESA owned or leased apparatus failed to pass the annual pump service test it will be placed out of service. KESA is solely responsible for the repair of its apparatus.
 - (3) All pump service test records will be the sole property of the KESA and should be maintained by KESA a minimum of 5 years.
- (d) HVFD will perform flow testing of all Self-Contained Breathing Apparatus (SCBA) to NFPA and manufacturer's specifications.
 - (1) Any KESA SCBA failing a required flow test and will be immediately taken out of service and reported to the KESA Fire Chief.
 - (2) KESA is solely responsible for the repair of its owned or leased SCBA to manufacturer's specifications.

- (3) All flow test records will be provided to KESA for their records and will be maintained by them as specified by NFPA standard.
- (e) Prior to April 15 of each year, HVFD will ensure that KESA wildland firefighting vehicles (Brush 25, Brush 35) are inspected and operational.
 - (1) Loose equipment will be inventoried, inspected and serviced (sharpened, oiled, lubricated) as needed.
 - (2) Wildland chainsaws will be inspected, run and refueled. Chains will be sharpened if practical or exchanged with new chains provided by the KESA.
- (f) HVFD will assist the KESA in required annual testing and inspections of their ground ladders and biomedical equipment. KESA will pay for the costs associated with these inspections.

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, 2005, subject to the appropriation and availability of funds, and approval by the Kenai Peninsula Borough Assembly upon consideration the recommendation of the KESA board, and approval of the City Council of the City of Homer.

DATED this _____ day of _____ 2005 .

 Walter Wrede
 City Manager
 City of Homer

 Dale Bagley, Mayor
 Kenai Peninsula Borough

 Pat Johnson, Chair
 Kachemak Emergency
 Service Area Board