

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager

4 RESOLUTION 20-121

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 APPROVING AMENDMENT TWO TO THE EMERGENCY
8 MANAGEMENT COMMUNICATIONS SERVICES AND RELATED
9 MATTERS CONTRACT BETWEEN THE CITY OF HOMER AND KENAI
10 PENINSULA BOROUGH.

11
12 WHEREAS, The City and the Kenai Peninsula Borough have entered into a contract
13 entitled "Emergency Management Communication Services and Related Matters" which
14 became effective on May 23, 2007; and

15
16 WHEREAS, Under this contract the City agrees to provide E-911 call taking services on
17 behalf of the Borough in Emergency Service Zones (ESZs) with the City boundaries and if
18 needed, both call taking and dispatch services in certain other ESZs outside of City boundaries
19 including Kachemak City, Kachemak Emergency Services Area, Anchor Point, Seldovia, Port
20 Graham, Nanwalek, and other remote locations; and

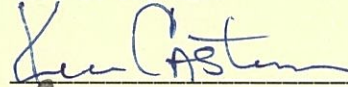
21
22 WHEREAS, Amendment One to the Emergency Management Communication Services
23 and Related Matters was approved by Resolution 09-72 on June 22, 2009; and

24
25 WHEREAS, Amendment Two is regarding Item B under Section 5. Emergency
26 Communication Service Costs and addresses City's responsibility for one of three 911
27 workstations.

28
29 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
30 approves the attached Amendment Two to the Emergency Management Communication
31 Services and Related Matters contract between the City and Borough, a copy of which is
32 attached and incorporated herein.

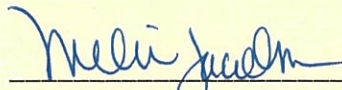
33
34 PASSED AND ADOPTED by the Homer City Council on this 23rd day of November, 2020.

35
36 CITY OF HOMER

37 

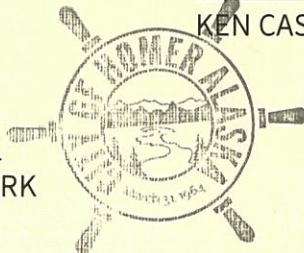
38 KEN CASTNER, MAYOR

39
40 ATTEST:

41 

42 MELISSA JACOBSEN, MMC, CITY CLERK

43 Fiscal Note: N/A



**AMENDMENT TO CONTRACT FOR EMERGENCY MANAGEMENT
COMMUNICATIONS SERVICES AND RELATED MATTERS**

On the 23rd day of May, 2007, the Kenai Peninsula Borough, 144 N. Binkley St., Soldotna, Alaska 99669, and the City of Homer, 491 E. Pioneer Avenue, Homer, Alaska 99603, entered into a Contract for Emergency Management Communications Services and Related Matters (the "agreement"). On July 6, 2009, the agreement was first amended by the parties. Upon the parties' execution of this document, will serve as the second amendment to the agreement. Any terms or conditions not amended by this second amendment shall remain in full force and effect.

WHEREAS, as required by AS 29.35.131(j) the State of Alaska Department of Public Safety approved the agreement on May 17, 2007; and

WHEREAS, the agreement clarified roles and responsibilities and payments between the Kenai Peninsula Borough and the City of Homer related to emergency management communications services; and

WHEREAS, the City of Homer has requested to add a third dispatch workstation which necessitates an amendment to Section 5 of the agreement;

WHEREAS, Section 5 paragraph B of the agreement states that he parties shall by amendment identify the party or parties responsible for costs associated with any additional workstations;

NOW, THEREFORE, THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. **Amend Section 5, paragraph B as follows:**

B. The City shall be responsible for the following 911 service related costs:

- Per diem and the cost of travel to conference and training sessions.
- Personnel costs for the telecommunicators.
- PSAP facility emergency power generators or battery backup systems.
- Voice, audio, radio, telephone recording hardware/software belonging to the City.
- Hardware, software, line charges, and other costs associated with the installation of additional 911 workstations, unless the Borough and the City mutually agree that additional workstations are needed to fulfill requirements of this agreement, in which case the parties shall, by amendment to this agreement, identify the party or parties responsible for such costs.
- Hardware and software, including acquisition, configuration and annual maintenance costs, for one 911 workstation. This added workstation is in addition to the two workstations the Borough is obligated to keep and maintain under this agreement. The City shall own the workstation and shall pay for any replacements or upgrades that are needed.

This second amendment is effective upon the date of the last signature.

CITY OF HOMER

KENAI PENINSULA BOROUGH

By: Robert Dumouchel
Title: City Manager

By: Charlie Pierce
Title: Mayor

ATTEST:

Homer City Clerk

Borough Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Attorney for City of Homer

Deputy Borough Attorney

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Robert Dumouchel, the City Manager for the City of Homer, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

The State of Alaska, Department of Public Safety, hereby approves and agrees with this Amendment.

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

_____ Date: _____
Name: _____
Title: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____
2020, by _____, the _____ for the State of
Alaska Department of Public Safety, for and on behalf of the state.

Notary Public for State of Alaska
My Commission Expires: _____