

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 25-075

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF
HOMER AND THE CITY OF KACHEMAK FOR EMERGENCY FIRE,
RESCUE, HAZ-MAT, AND EMERGENCY MEDICAL SERVICES AND
AUTHORIZES THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE AGREEMENT.

WHEREAS, The City of Kachemak does not have a fire department and has received fire protection, emergency medical services, and allied services for the residents within the corporate limits of the City of Kachemak through an intergovernmental agreement for many years; and

WHEREAS, Resolution 14-007 approved the most recent Intergovernmental Agreement for Emergency Services and a Vehicle Lease Agreement between the City Homer and the City of Kachemak; and

WHEREAS, The City of Kachemak has purchased a 2024 Pierce Enforcer Tanker, making it necessary to update both agreements; and

WHEREAS, Both cities wish to continue the relationship and enter into a new agreement that has been renamed to the Services Agreement between the City of Homer and the City of Kachemak for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby approves the Services Agreement between the City of Homer and the City of Kachemak for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services and Authorizes the City Manager to negotiate and execute the agreement.

PASSED AND ADOPTED by the Homer City Council this 25th day of August, 2025.

CITY OF HOMER


RACHEL LORD, MAYOR



43 ATTEST:

44 *Renee Krause*

46 RENEE KRAUSE, MMC, CITY CLERK

47

48 Fiscal note: Contract amount is 1 Mil City of Kachemak property tax equivalent.



MEMORANDUM

Resolution 25-075, A Resolution of the City Council of Homer, Alaska Approving a Services Agreement between the City of Homer and the City of Kachemak for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services and Authorizes the City Manager to Negotiate and Execute the Agreement. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: August 20, 2025
From: Melissa Jacobsen, City Manager

The Cities of Homer and Kachemak have worked together for many years through an intergovernmental agreement and vehicle lease to provide emergency services to the City of Kachemak.

When this relationship began, the City of Kachemak had a refurbished tanker housed in their fire station and no fire department to provide service, and the City of Homer had an established fire department and the ability to provide service to both cities. The cities developed an intergovernmental agreement for the City of Homer to provide emergency services in exchange for use of their tanker and 1 mil of City of Kachemak property tax equivalent.

The City of Kachemak purchased a 2024 Pierce Enforcer Tanker at the same time the City of Homer purchased theirs, causing us to update our intergovernmental agreement and tanker lease agreement that were approved with Resolution 14-007.

Both cities wish to continue this relationship and update the necessary agreements. In working with the City Attorney, we developed the newly titled Services Agreement between the City of Homer and the City of Kachemak for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services that includes more modern language and incorporates the vehicle lease so there is one document to manage.

The City of Kachemak has reviewed and approved the agreement.

RECOMMENDATION:

Adopt a resolution approving the Services Agreement between the City of Homer and the City of Kachemak for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services and authorize the City Manager to negotiate and execute the agreement.

Attachment-
Resolution 14-007

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 14-007

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY SERVICES AND A VEHICLE LEASE AGREEMENT
BETWEEN THE CITY OF HOMER AND KACHEMAK CITY.

WHEREAS, Kachemak City does not have a fire department and desires to obtain fire protection, emergency medical services, and allied services for the residents within the corporate limits of Kachemak City through an intergovernmental agreement; and

WHEREAS, The City of Homer has an established Fire Department organized and created for the purpose of providing fire protection, emergency medical services, and other related services, and has the ability to provide these services to both cities; and

WHEREAS, Kachemak City has in its possession and/or control certain facilities and equipment which can aid in the provision of fire protection and emergency medical services to both cities; and

WHEREAS, The City of Homer and Kachemak City understand and agree upon the need for, and desire for, mutual efforts and close cooperation with each other to provide efficient and effective fire protection and emergency medical services to the public at low cost; and

WHEREAS, Kachemak City has contracted with Homer for fire and emergency medical services for many years and the relationship has been successful and mutually beneficial; and

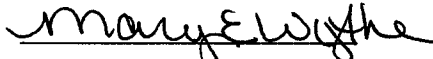
WHEREAS, Both cities wish to continue the relationship and enter into a new Intergovernmental Agreement for Emergency Services and a new Vehicle Lease Agreement; and

WHEREAS, The Homer City Council reviewed the new Intergovernmental Agreement and Vehicle Lease Agreement at its regular meeting on January 13, 2014.

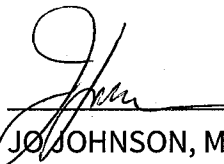
NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the new Intergovernmental Agreement for Emergency Services and the new Vehicle Lease Agreement between the City of Homer and Kachemak City, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 13th day of January, 2014.

CITY OF HOMER


MARY E. WYTHE, MAYOR

ATTEST:


JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Revenue: Contract amount is 1 Mil Kachemak City property tax equivalent.

INTERGOVERNMENTAL AGREEMENT FOR EMERGENCY SERVICES

This Intergovernmental Agreement for Emergency Services is made and entered into this 1st day of January, 2014 between the City of Kachemak, Alaska, hereinafter referred to as Kachemak City, and the City of Homer, Alaska, hereinafter referred to as the City of Homer.

WITNESSETH:

WHEREAS, Kachemak City does not have a fire department and desires to obtain fire protection, emergency medical services, and allied services for the residents within the corporate limits of Kachemak City through an intergovernmental agreement, and has in its possession and/ or control certain facilities and equipment which can aid in the provision of fire protection services and emergency medical services to both cities, and;

WHEREAS, The City of Homer has an established Fire Department organized and created for the purpose of providing fire protection services. Emergency medical services, and other related services, and can provide these services to both cities, and;

WHEREAS, The City of Kachemak and the City of Homer, understand and agree upon the need for, and desire for, mutual efforts and close cooperation with each other to provide efficient and effective fire protection services and emergency medical services to the public at low cost;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

TERM: The rights, responsibilities, and obligations created by this Intergovernmental Agreement for Services shall commence on the 1st day of January, 2014, and shall continue in force and effect until and unless terminated as herein provided.

TERMINATION: This Agreement may be terminated by either party upon written notice served upon the other party not less than ninety (90) days prior to the effective date of termination.

RELATIONSHIP: Kachemak City and The City of Homer agree and understand that the relationship created by this Agreement is solely for providing fire protection services, emergency medical services, and other related services.

INSURANCE: Kachemak City shall be excluded from any and all liability resulting from the use of its vehicle(s) by the Homer Volunteer Fire Department and shall also be excluded from any responsibility for bodily injuries to members of the HVFD, which might result from such use. The City of Homer shall provide Vehicle Physical Damage Insurance, Automobile Liability, and General Liability Insurance, covering all members of Homer Volunteer Fire Department, and/ or vehicles leased or used by HVFD which are the property of Kachemak City. Such liability insurance coverage shall be in the amount of \$1,000,000.00 single limit coverage or such other limits as may be agreed upon by both parties. Vehicle Physical Damage Insurance coverage shall be for the "Actual Cash Value" of the vehicle(s). Kachemak City shall fully reimburse the City of Homer for the cost of such

liability and physical damage insurance within 30 days of receipt of a statement from the City of Homer.

ADMINISTRATION OF THIS AGREEMENT: Kachemak City shall appoint an Agreement Administrator who shall administer this Agreement on behalf of Kachemak City, and the City of Homer shall appoint an Agreement Administrator who shall administer this Agreement on behalf of the City of Homer.

RESPONSIBILITIES OF THE CITY OF HOMER: The City of Homer agrees to provide Kachemak City with fire protection services meeting at a minimum the requirements for a Class -8 ISO, emergency medical services at an Advanced Life Support level, and other allied services generally provided by the fire department. In addition the City of Homer will operate and maintain the leased vehicle in compliance with the Vehicle Lease Agreement.

RESPONSIBILITIES OF KACHEMAK CITY: So as to enable the City of Homer to provide the fire control and emergency medical services as established by this Intergovernmental Agreement for Services, Kachemak City agrees to provide the City of Homer with the use of the fire station in the Kachemak Community Center without charge, use of the fire truck and equipment in accordance with the vehicle lease agreement, and payment of a contract fee equal to 1 mil of taxable real property in Kachemak City as established by the Kenai Peninsula Borough Assessor's Office. The payment of the contract fee shall be made in two equal installments due by the 1st of August and the 1st of February of Kachemak City's fiscal year.

AUTHORITY OF THE FIRE DEPARTMENT: The Fire Chief or other fire department officers of the Homer Volunteer Fire Department shall have the exclusive authority, consistent with State Law and City Ordinances, to direct all firefighting or emergency operations and all emergency service personnel shall be subject to their orders. They shall have the use and control of all emergency service facilities, equipment, and resources.

ALASKA LAW: This Agreement shall be interpreted, administered, and executed in accordance with the laws of the State of Alaska and the ordinances of the City of Kachemak and the City of Homer, and such portions of this Agreement as may be found contrary to public policy shall be voided.

ENTIRE AGREEMENT: This Intergovernmental Agreement for Services and the Vehicle Lease Agreement constitute the entire agreement and understanding between the parties. This Intergovernmental Agreement for Services cannot be amended, modified, or changed by attachment, except by written instrument signed by both parties.

NOTICES:

All notices shall be sent to both parties as follows:

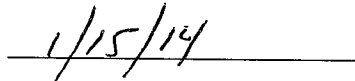
City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

City Mayor
Kachemak City
P.O. Box 958
Homer, Alaska 99603

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein below set forth.

CITY OF HOMER

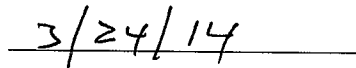
DATE:



WALT WREDE, City Manager

CITY OF KACHEMAK

DATE:



PHILEMON MORRIS, Mayor

ACKNOWLEDGMENTS

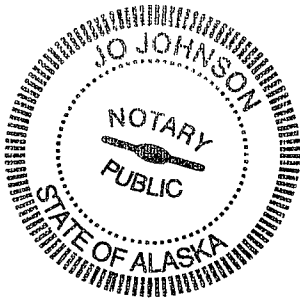
ACKNOWLEDGMENTS

STATE OF ALASKA

THIRD JUDICIAL DISTRICT)

)
) ss.

The foregoing instrument was acknowledged before me on the 15th day of January, 2014, by WALT WREDE, City Manager of the City of Homer, on behalf of the City of Homer.



[Signature]
Notary Public in and for Alaska

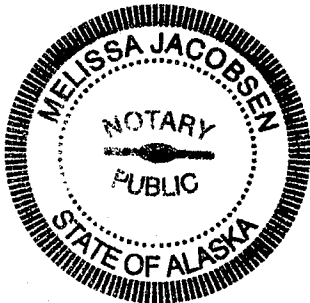
My Commission Expires: 12/19/15

STATE OF ALASKA

THIRD JUDICIAL DISTRICT)

)
) ss.

The foregoing instrument was acknowledged before me on the 24 day of March, 2014, by PHILEMON MORRIS, Mayor of the City of Kachemak, on behalf of the City of Kachemak.



[Signature]
Notary Public in and for Alaska

My Commission Expires: 9/8/16

SERVICES AGREEMENT BETWEEN THE CITY OF HOMER AND THE CITY OF KACHEMAK FOR
EMERGENCY FIRE, RESCUE, HAZ-MAT, AND EMERGENCY MEDICAL SERVICES

This Services Agreement for Emergency Fire, Rescue, Haz-Mat, and Emergency Medical Services ("Agreement") is made and entered into this ___ day of ___, 2025 between City of Kachemak ("Kachemak City"), and the City of Homer, Alaska ("COH"), otherwise described individually as PARTY or mutually as PARTIES.

WITNESSETH:

WHEREAS, Kachemak City does not have fire department employees and desires to obtain fire, rescue, haz-mat, and emergency medical services within the corporate limits of the Kachemak City through a Services Agreement with COH. Kachemak City has certain public safety facilities and a fire truck, which can aid in the provision of fire, rescue, haz-mat, and emergency medical services to both cities, and;

WHEREAS, the COH has an established Fire Department organized and created for the purposes of providing fire, rescue, haz-mat, and emergency medical services, and can provide these services to KACHEAMK CITY as specified in this Agreement and;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Kachemak City and COH agree as follows:

TERM: This Agreement shall commence on the ___ day of ____ 2025, and shall continue in force and effect until ___ day of ____ 2030.

TERMINATION: This Agreement may be terminated by either party upon written notice served upon the other party not less than ninety (90) days prior to the effective date of termination.

VEHICLE: The vehicle that is the subject of this Agreement is a 2024 Pierce Enforcer Tank (VIN# 4P1BAAGF9RA027301) owned by Kachemak City. Hereinafter the described vehicle shall be called the "Fire Truck". National Fire Protection Association (NFPA) 1910 requires all pumping apparatus be provided with the following loose equipment:

Two (2) 10'x6" hard suction hoses
Two (2) Pike poles, this vehicle is equipped with 1 New York hook and one 6' pike
One (1) 10' folding ladder
One (1) 14' roof ladder
One (1) 28' extension ladder
One (1) 5 LB dry chemical fire extinguisher
One (1) ride side emergency triangle

Additional equipment installed on the Fire Truck is property of the COH.

Only Homer Volunteer Fire Department staff and active volunteers are permitted to operate the Fire Truck.

MAINTENANCE. The COH is required, at the COH's own cost and expense, to keep the Fire Truck in good repair, condition and working order, and the COH will supply all parts and servicing required to maintain the Fire Truck. The COH acknowledges that Kachemak City is not responsible for providing any maintenance and/or service for the Fire Truck. COH will make all claims for service and/or maintenance solely to the supplier, vendor and/or manufacturer.

INSURANCE: Kachemak City shall be excluded from any and all liability resulting from the use of its vehicle(s) by the Homer Volunteer Fire Department ("HVFD") and shall also be excluded from any responsibility for bodily injuries to members of the HVFD, which might result from such use. The COH shall provide Vehicle Physical Damage Insurance, Automobile Liability, and General Liability Insurance, covering all members of HVFD, and/or vehicles leased or used by HVFD which are the property of KACHEAMK CITY. Such liability insurance coverage shall be in the amount of \$1,000,000.00 single limit coverage or such other limits as may be agreed upon by both parties. Vehicle Physical Damage Insurance coverage shall be for the "Actual Cash Value" of the vehicle(s). KACHEAMK CITY shall fully reimburse the COH for the cost of Tanker Liability and Physical Damage Insurance within 30 days of receipt of a statement from the COH.

ADMINISTRATION OF THIS AGREEMENT: The Kachemak City Mayor shall administer this Agreement on behalf of Kachemak City, and the COH Fire Chief shall administer this Agreement on behalf of the COH.

RESPONSIBILITIES OF THE CITY OF HOMER: The COH agrees to provide Kachemak City with fire protection services to maintain the best possible ISO rating for emergency medical services at an Advanced Life Support level, and rescue services provided by the fire department.

RESPONSIBILITIES OF KACHEAMK CITY: So as to enable the COH to provide the fire, rescue, haz-mat, and emergency medical services as established by this Agreement, Kachemak City agrees to provide the COH with the unrestricted use of the fire station in the Kachemak Community Center without charge. KACHEAMK CITY is responsible for maintenance, repairs, and upgrades to the fire station, and to keep the fire station clear of items not used for fire response. COH is not responsible for damage to non-fire related materials or equipment stored in the fire station. Use of the fire truck and equipment described herein and payment of a contract fee equal to 1 mil of taxable real property in KACHEAMK CITY as established by the Kenai Peninsula Borough Assessor's Office. The payment of the contract fee shall be made in two equal installments due by August 1st and February 1st of Kachemak City's fiscal year.

INCIDENT COMMAND: The Homer Fire Chief and Officers shall have incident command authority over responses to emergency dispatches within Kachemak City, and all emergency service personnel and responding emergency assets shall be subject to their orders in accordance with

Incident Command System Protocols.

DETERMINATION OF PRIORITY: It is mutually understood and agreed that the dispatch of any personnel or equipment in response to a request for assistance shall be subordinate to the needs and responsibilities of the COH fire department as determined by its fire chief. The COH Chief's judgment as to the level of resources which should be withheld in order to respond to any actual or potential requests for assistance or public emergencies within the geographical area regularly served by the responding party shall be conclusive. No violation of this Agreement shall be considered to have occurred if, for any reason, in the judgment of the COH fire chief, a response to an emergency dispatch might jeopardize the fire or other protection provided to COH.

OPERATIONAL CONTROL

Control of Fire Fighting: The fire chief of the party requesting assistance, or his authorized representative, shall have the sole responsibility for conducting all firefighting or emergency operations at the scene; however, such requesting fire chief may delegate management authority over all or any part of such operations to any responding fire chief.

Incident Scene Management: The requesting fire chief, or his authorized representative, may request that a responding fire chief, or his authorized representative, assume management authority over the control and direction of all or any part of the firefighting operations at the fire or emergency; however, the requesting fire chief shall not, by relinquishing such control, be relieved of his overall control and responsibility for the operation.

IMMUNITIES TO CONTINUE: This Agreement is not intended to, and it shall not be construed to, waive, relinquish, alter, amend or vitiate in any manner whatsoever, the privileges or immunities otherwise provided by law to either of the parties hereto or to any of their officers, employees, volunteers or other agents, whether in the course of responding to a request for assistance under this Agreement or otherwise. Each party and all such individuals shall have and retain all privileges and immunities otherwise applicable to the performance of the same or similar functions within the party's own area.

NOT EMPLOYEES OR AGENTS: Nothing in this Agreement shall be construed to render or establish any officer, employee or volunteer of any one of the parties the agent, employee, representative or volunteer of any of the other parties and all such personnel shall be and remain, for all purposes and at all times, the personnel of the party providing such personnel.

NO WARRANTY: By entering into this Agreement, or taking any action pursuant to it, neither party is making any representation or warranty, whether express or implied, concerning the training or reliability of its personnel or that of the other party, or with respect to the safety, durability or reliability of its firefighting apparatus or equipment or that of the other party. Each party expressly disclaims any such express or implied approval or warranty.

NO DUTY TO INHABITANTS OR THIRD PARTIES: This Agreement shall not be construed as creating or giving rise to any duties on the part of either party toward the inhabitants of the geographical area regularly served by the other or to the owners of property within such area. The parties hereby disclaim any intention of creating third party beneficiaries to this Agreement.

PROCEDURES: The COH Fire Chief shall establish the manner and method of requesting assistance for fire or other emergency response under this Agreement. Each party shall develop and maintain a communication system which will facilitate the procedures agreed upon.

ALASKA LAW: This Agreement shall be interpreted, administered, and executed in accordance with the laws of the State of Alaska and the ordinances of Kachemak City and the COH, and such portions of this Agreement as may be found contrary to public policy shall be voided.

ENTIRE AGREEMENT: This constitutes the entire agreement and understanding between the parties. This Agreement cannot be amended, modified, or changed by attachment, except by written instrument signed by both parties.

NOTICE: For the purpose of this Agreement, any notices and demands required to be given shall be given to the parties in writing and by certified mail or delivery by overnight carrier at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

City Manager
City of Homer
491 E. Pioneer Ave.
Homer, AK 99603

City Mayor
Kachemak City
59906 Bear Creek Dr.
Homer, AK 99603

CITY OF HOMER

City of Kachemak

Melissa Jacobsen, City Manager

Bill Fry, Mayor