

**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

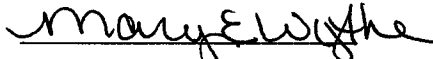
WHEREAS, Both cities wish to continue the relationship and enter into a new Intergovernmental Agreement for Emergency Services and a new Vehicle Lease Agreement; and

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

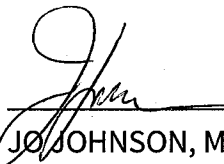
37 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
38 new Intergovernmental Agreement for Emergency Services and the new Vehicle Lease
39 Agreement between the City of Homer and Kachemak City, a copy of which is attached and
40 incorporated herein.

41
42 PASSED AND ADOPTED by the City Council of Homer, Alaska, this 13th day of January,
43 2014.

44
45 CITY OF HOMER

46
47
48 
49 MARY E. WYTHE, MAYOR

50
51 ATTEST:

52
53 
54 _____
55 JO JOHNSON, MMC, CITY CLERK

56
57 Fiscal Note: Revenue: Contract amount is 1 Mil Kachemak City property tax equivalent.
58

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:

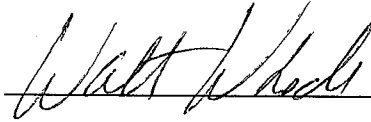
City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

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

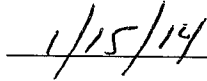
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates herein below set forth.

CITY OF HOMER

DATE:

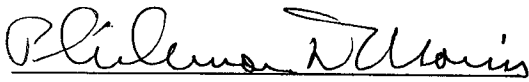


WALT WREDE, City Manager

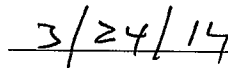


CITY OF KACHEMAK

DATE:



PHILEMON MORRIS, Mayor

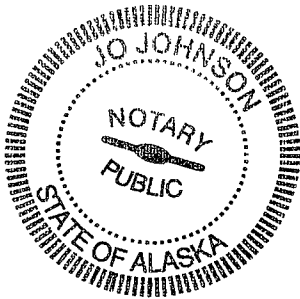


ACKNOWLEDGMENTS

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.

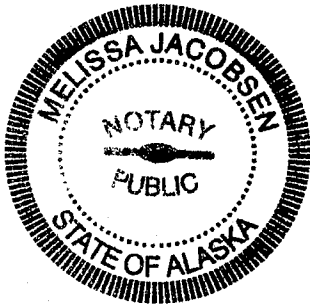


[Signature]
Notary Public in and for Alaska

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