

**WATER PUMPER LOAN AGREEMENT
BETWEEN THE KENAI PENINSULA BOROUGH
ON BEHALF OF THE BEAR CREEK FIRE SERVICE AREA
AND COOPER LANDING EMERGENCY SERVICES, INC.**

WHEREAS, Cooper Landing Emergency Services, Inc. (CLESI) provides medical services, ambulance transportation and fire protection within its operational boundaries; and

WHEREAS, Bear Creek Fire Service Area (BCFSA) provides medical services and fire protection within the BCFSA; and

WHEREAS, CLESI is currently lacking an operational water tanker and would benefit from the water storage capability of an additional pumper; and

WHEREAS, BCFSA has three water pumps; and

WHEREAS, BCFSA does not have adequate space to store all of these vehicles in a heated facility and CLESI has sufficient space; and

WHEREAS, BCFSA can loan CLESI a water pumper for the duration of this Agreement and maintain adequate levels of service within the Bear Creek Fire Service Area; and

WHEREAS, it is in the best interest of the BCFSA, CLESI and residents of the Kenai Peninsula Borough for Bear Creek Fire Service Area to loan CLESI a water pumper for the duration of this Agreement as the arrangement provides for indoor storage of the pumper in winter and increases the ability of CLESI to respond to emergencies; and

WHEREAS, this Agreement was approved by the BCFSA Board at its board meeting on November __, 2012;

WHEREAS, the Kenai Peninsula Borough Assembly authorized the borough mayor to execute this agreement during its meeting of _____, 2012;

NOW THEREFORE, the Kenai Peninsula Borough (KPB) on behalf of BCFSA, and CLESI, for good and valuable consideration, including the covenants, terms and conditions in this agreement, receipt of which is hereby acknowledged, do hereby agree as follows:

1. While retaining full title and ownership of the following-described water pumper truck (hereinafter "equipment"), the KPB on behalf of BCFSA hereby grants to CLESI the temporary custody and possession of the equipment for use subject to the terms and conditions in this agreement:

One medium pumper: Unit #117.
VIN: 1FDNF70K7DVA24363
License#: XXM222
Make: Ford
Model: F-700
Engine: 429
Trans: Standard
Pump: Waterous 1000 gpm – CSWB-1000
Year: 1983

2. This agreement shall be effective for one year from the date of the last signature on this Agreement. The Agreement may be extended for an additional one year term upon mutual written agreement by the parties.
3. Either party may terminate this agreement upon 5 days written notice with or without cause.
4. KPB may immediately terminate this agreement without advance notice in the event CLESI fails or refuses to strictly comply with all terms of this agreement.
5. Upon termination of this agreement CLESI shall return the equipment in the same condition it was received except for reasonable wear and tear. Any damage to the equipment due to neglect or CLESI's failure to reasonably protect and maintain the equipment shall cause the equipment to be repaired at CLESI's sole expense.
6. CLESI covenants and agrees to keep the equipment subject to this Agreement in a reasonably safe and secure location at all times when not in use, and shall be responsible for the replacement and/or repair of any stolen, lost or damaged equipment, whether the loss is the result of CLESI's own acts or omissions or the acts or omissions of any third party.
7. CLESI shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in paragraphs A, B, and C of this section. This insurance coverage shall be in acceptable form, and for the amounts specified by the Borough, or as required by law, whichever is greater.

This insurance coverage shall remain in effect for the life of this Agreement and shall be a part of the contract price. This insurance shall be primary and exclusive of any other insurance carried by the Borough.

- A. Commercial general/automobile liability insurance shall not be less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.
- B. Worker's compensation and employer's liability insurance shall be provided for all employees and volunteers per Alaska State Statutes who are performing work under this Agreement.
- C. Fire and property damage insurance in an amount sufficient to repair or replace the equipment in the event of damage.
- D. Certificate(s) of insurance as described in paragraphs A and B of this section shall be provided by CLESI or its agents upon signing this agreement. The Borough shall be named as an additional insured on the policies specified in paragraph A for the work specified in this Agreement. Certificates of insurance, acceptable in form and content, will be delivered to:

Risk Manager
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669

- E. There shall be no cancellation or material change of the insurance coverages, or intent not to renew the insurance coverages as specified in this Agreement, without thirty (30) days prior written notice to the Borough. Notice of cancellation, material change in coverage, or intent not to renew will be delivered to the address designated in paragraph D of this section. Cancellation or material change in insurance coverage without written authorization by the Borough is a material breach of this Agreement, and subjects this Agreement to termination for cause.
 - F. Upon renewal or change in policies during this Agreement, certificates of insurance shall be delivered to the address designated in paragraph C of this section.
8. CLESI covenants and agrees to keep all equipment subject to this Agreement in good clean working order and condition and to perform and/or pay for any and all recommended or required maintenance on said equipment. CLESI agrees that it shall be responsible for the condition of said equipment at all times the equipment is in its possession and or control. CLESI agrees to sign off on an apparatus check sheet at least once a quarter and to provide the completed check sheet to BCFSA.
9. CLESI agrees to permit BCFSA to have access to check the equipment at any time with reasonable notice and a minimum of once a quarter. Any equipment check performed by BCFSA shall not be construed as affirmation that the equipment is in good working order

and condition and does not in any way affect CLESI'S duty to maintain it in good working order and condition.

10. CLESI covenants and agrees to allow only properly trained personnel to operate the equipment.
11. CLESI covenants and agrees that, to the maximum extent allowed by law, CLESI shall indemnify, defend, and hold harmless the Kenai Peninsula Borough, its assemblies, boards, officers, and employees, including BCFSa, its boards, officers, and employees for all damages of any kind or nature, all costs of any kind and all attorneys' fees arising from any or all claims, suits, or actions of any nature that result, in total or in part, from the actions or the omissions of CLESI, its officers, agents, and employees in connection with the use of the equipment, or the failure to use the equipment, including but not limited to any equipment malfunction, breakdown, or failure for the equipment to perform as intended. CLESI shall not be bound to indemnify and defend the KPB or BCFSa, where the KPB or BCFSa's action(s) is/are the sole cause of the damage or loss or where the damages or loss was caused by the KPB's willful misconduct. CLESI shall not be required to indemnify the Borough for damage or loss that has been found to be attributable to any third party directly responsible to the KPB or BCFSa under a separate written contract.

Dated: _____
Mike Navarre, Mayor
Kenai Peninsula Borough

Dated: _____
Mark Beals, Chief
Bear Creek Fire Service Area

Dated: _____
Dan Michels, President
Cooper Landing Emergency Services, Inc.

Dated: _____
Carrie Williams Secretary
Cooper Landing Emergency Services, Inc.

ATTEST:

APPROVED as to Form and
Legal Sufficiency for KPB

Johni Blankenship, Borough Clerk

Colette Thompson, Borough Attorney

(Borough Seal)

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska Municipal corporation, for and on behalf of the corporation.

(Notary Seal)

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 _____, 2012, by Mark Beals, Chief, Bear Creek Fire Service Area, for and on behalf of Bear Creek Fire Service Area.

(Notary Seal)

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 _____, 2012, by Dan Michels, President, Cooper Landing Emergency Services, Inc., for and on behalf of the corporation.

(Notary Seal)

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 _____, 2012, by Carrie Williams, Secretary, Cooper Landing Emergency Services, Inc., for and on behalf of the corporation.

(Notary Seal)

Notary Public for State of Alaska
My Commission Expires: _____