

Introduced by:	Mayor
Date:	11/20/12
Action:	Adopted as Amended
Vote:	8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH  
RESOLUTION 2012-090**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR BEAR CREEK FIRE  
SERVICE AREA TO LOAN A WATER PUMPER TRUCK TO COOPER LANDING  
EMERGENCY SERVICES, INC.**

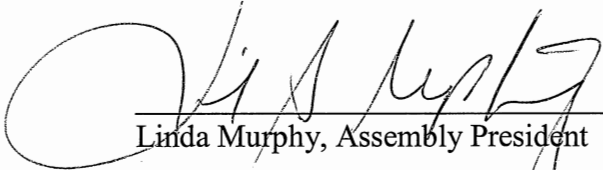
- WHEREAS,** Cooper Landing Emergency Services, Inc. (CLESI) provides medical services, ambulance transportation and fire protection within its operational boundaries; and
- WHEREAS,** Bear Creek Fire Service Area (BCFSA) provides medical services and fire protection within the BCFSA; and
- WHEREAS,** 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, one of which was stored at the Lowell Point Fire Service Area which has since been abolished; and
- WHEREAS,** BCFSA does not have adequate space to store that pumper truck in a heated facility and CLESI has sufficient space; and
- WHEREAS,** BCFSA can maintain adequate levels of service within the Bear Creek Fire Service Area if it loans this water pumper truck to CLESI; and
- WHEREAS,** CLESI has a mutual aid agreement with Central Emergency Services which would benefit from this additional equipment; and
- WHEREAS,** it is in the best interest of the BCFSA, CLESI and the Kenai Peninsula Borough to loan CLESI a water pumper as the arrangement provides for indoor storage of the pumper in winter and increases the ability of CLESI to respond to emergencies; and
- WHEREAS,** at its meeting of November 20, 2012, the BCFSA board recommended approval by unanimous consent;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That the mayor is authorized to execute a Water Pumper Loan Agreement between Bear Creek Fire Service Area and Cooper Landing Emergency Services, Inc. substantially in the form of the agreement attached hereto.

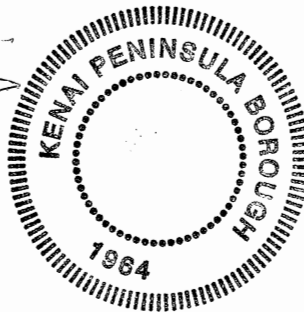
**SECTION 2.** That this resolution shall take effect immediately upon its adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 20TH DAY OF NOVEMBER, 2012.**

  
\_\_\_\_\_  
Linda Murphy, Assembly President

ATTEST:

  
\_\_\_\_\_  
John Blankenship, MMC, Borough Clerk



Yes: Johnson, McClure, Pierce, Smalley, Smith, Tauriainen, Wolf, Murphy  
No: None  
Absent: Haggerty

**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 KPБ

\_\_\_\_\_  
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: \_\_\_\_\_