

Memorandum of Agreement

Between the Kenai Peninsula Borough,
Office of Emergency Management (OEM)
and the City of Seldovia

Regarding the Placement and Maintenance of Emergency Sirens

The Parties to this Agreement are the Kenai Peninsula Borough (KPB), a borough established under Alaska law, through its Office of Emergency Management (OEM), and the City of Seldovia (City), a city established under Alaska law.

WHEREAS, the Parties desire to provide emergency notification to the residents and visitors of the City in the case of a tsunami; and

WHEREAS, KPB has placed an emergency warning siren in the City of Seldovia as set forth in Exhibit A; and

WHEREAS, the arrangement to date appears to have been informal with no records to indicate how the site was chosen and who has what responsibility regarding the siren; and

WHEREAS, time takes a toll on any equipment, necessitating maintenance, replacement and sometimes a new location; and

WHEREAS, the Parties hereto wish to memorialize within this document, (the Agreement”), their specific agreement of terms and conditions related to the placement, responsibility, control, and maintenance of the emergency siren within the City;

IT IS THEREFORE AGREED by the Parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the placement, responsibility, control, and maintenance of the emergency siren listed on Exhibit A.

RESPONSIBILITIES OF THE KENAI PENINSULA BOROUGH, OFFICE OF EMERGENCY MANAGEMENT

- a. KPB shall have overall management and operational control of the siren system (“the System”), to include performing maintenance, upgrades, and other changes as technology/situations dictate.
- b. KPB is responsible for all costs associated with the ongoing maintenance and operation of the System.
- c. KPB and the City will negotiate any changes made to the System that may affect the City.
- d. KPB and the City will jointly approve suitable location(s) within the City should replacement or additional sirens be needed. All siren installations shall be in accord with City ordinance requirements as applicable

- e. If an expansion of the number of sirens is determined by both parties to be necessary for the public health and safety within the City, KPB will fund (subject to appropriation of funds), maintain, and operate those new siren units.

RESPONSIBILITIES OF THE CITY OF SELDOVIA

- a. The City, within the limitations of City ordinance requirements, will allow for the placement of new siren(s) on City land/right of ways/facilities for use as a warning system and any other public safety use, such as, but not limited to, radio antennas or other communications equipment. Final location selection will be approved by the City Manager.
- b. The City agrees to the placement and location of the siren already in place as demonstrated in the attached Exhibit A.
- c. The City may, at its own cost, request that the siren be relocated. The City will be responsible for all costs of such move, including acoustic and engineering studies, environmental studies and costs of construction in order to ensure that the warning area remains the same.

Any requests by the City or Borough to add or modify the System that result in a cost to the other Party, will be negotiated by separate instrument.

KENAI PENINSULA BOROUGH

CITY OF SELDOVIA

Charlie Pierce
Mayor

Rachel Friedlander
City Manager

ATTEST:

ATTEST:

Johni Blankenship, Borough Clerk

Heidi Gaegel, City Clerk

Exhibit A

Siren covered in this agreement within the city limits of Seldovia:

Siren 07 Commonly referred to as “Seldovia School”

Located at 365 Winfred Ave., described as adjacent to Susan B. English school, further described as T 8S R 14W SEC 31 & 32 SEWARD MERIDIAN.

DRAFT