

Memorandum of Agreement

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

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 Seward (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, OEM has placed a number of emergency warning sirens throughout the City as set forth in Exhibit A; and

WHEREAS, the arrangement to date appears to have been informal with no records to indicate how sites were chosen and who has what responsibility regarding the sirens; 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 sirens 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 sirens 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 will provide one activation point for the System and will provide reasonable training for Dispatch staff on the operation of the system.
- c. KPB is responsible for all costs associated with the ongoing maintenance and operation of the System.
- d. KPB and the City will negotiate any changes made to the System that may affect the City.
- e. 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

- f. 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 SEWARD

- a. The City, within the limitations of City ordinance requirements, will allow for the placement of new sirens 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 sirens already in place as demonstrated in the attached Exhibit A.
- c. The City will be responsible for the costs of electricity for siren sites located on City properties.
- d. The City will house the activation point in the Seward Dispatch Center and is required to provide backup power source and access to the Borough 911 data network. The City will authorize City staff to utilize the activation point only after staff has undergone KPB-provided training, and only for those siren units covered in Exhibit A.
- e. The City will allow authorized KPB individuals access at any reasonable time for maintenance.
- f. The City may, at its own cost, request that sirens or an activation point to 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 SEWARD

Charlie Pierce
Mayor

Janette Bower
City Manager

ATTEST:

ATTEST:

Johni Blankenship, Borough Clerk

Brenda Ballou, City Clerk

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Exhibit A

Sirens covered in this agreement within the city limits of Seward:

Siren 09 Commonly referred to as “Seward Marine Industrial Center”
Located at 200 Nash Rd., further described as T 01S R 01E SEC 18 SEWARD MERIDIAN.

Siren 11 Commonly referred to as “Seward Harbormaster”
Located at 1300 Fourth Ave., further described as T 1S R 1W SEC 3 SEWARD MERIDIAN.

Siren 12 Commonly referred to as “Seward High School”
Located near 304 Sea Lion Ave., further described as T 1N R 1W SEC 34 SEWARD MERIDIAN.

Siren 13 Commonly referred to as “Seward Fire Station”
Located at 316 Fourth Ave., behind the fire station in the parking lot, in T 1S R 1W SEC 10 SEWARD MERIDIAN.

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