

**AGREEMENT FOR DISPATCH SERVICES
BETWEEN
THE STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY
AND
THE KENAI PENINSULA BOROUGH**

ARTICLE 1. PARTIES

The Parties to this Agreement for Dispatch Services (Agreement) are the State of Alaska, Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB) (together, the Parties).

ARTICLE 2. PURPOSE

KPB DPSC operates and manages SPSCC, a multi-agency 911 dispatch center. KPB DPSC will provide Dispatch Services through SPSCC to DPS in accordance with the terms and conditions of this Agreement.

ARTICLE 3. DEFINITIONS

"24/7" means twenty-four hours a day, seven days a week.

"A Detachment South Dispatch Service Area" means the geographic area served by the Post of DPS A Detachment South, and includes the other agencies and entities operating within the boundaries of DPS A Detachment South that require Dispatch Services that would otherwise be provided by the Northern Dispatch Center.

"CJIS Security Policy" means the US Department of Justice Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy version 5.9 dated June 1, 2019.

"Continuous" means without interruption or delay.

"Dispatch Services" and "Dispatching" means the interpretation of requests for service information and the transmission of that information to an agency for its response to the desired location, as well as the recording of communications related to that response.

"DPS" means the organization and functions of the State of Alaska, Department of Public Safety to include the Alaska State Troopers, Alaska Wildlife Troopers, and Judicial Services.

"DPS Dispatch Service Area" means the Kenai Peninsula Borough and the geographic area served only by the Soldotna, Seward, and Anchor Point Posts of DPS A Detachment North and the DPS Northern Detachment of the Alaska Wildlife Troopers.

"KPB" means the Kenai Peninsula Borough and will include KPB DPSC where applicable.

"KPB DPSC" means the Kenai Peninsula Borough Department of Public Safety Communications, the KPB department established under KPB Chapter 2.60 and that implements and performs all functions, including 911 call-taking and other public safety communications, necessary for operations of the emergency communication system at SPSCC. Unless otherwise stated, all references to KPB DPSC in this Agreement include SPSCC.

“Monitoring” means the attention of dispatch personnel to a radio communications channel and responding to in a prompt and affirmative manner when the dispatch center designator is called; it also refers to the constant observation and response to a computer screen or terminal for time-sensitive messages.

"SPSCC" means Soldotna Public Safety Communications Center, the regional dispatch center facility and organization owned and operated by KPB located at 253 Wilson Lane, Soldotna, AK 99669.

ARTICLE 4. EFFECTIVE DATE AND DURATION OF AGREEMENT

The effective date of this Agreement is July 1, 2026. Thereafter, this Agreement will remain in effect until terminated as provided in Article 19, “Termination”. This Agreement may be renewed by mutual written agreement of the Parties. The Parties may update this Agreement every three years, or as otherwise required, based upon call volume average and the resulting compensation figures as provided in Article 16, “Payment for Services”, and Article 17, “Invoices”, by written amendment.

In the event this Agreement is not updated prior to the expiration of fiscal year 2029, this Agreement will be subject to an automatic holdover on the same terms set forth in this Agreement. The compensation will be the same dollar amounts reflected for “Year 3” in Article 16.1, “Compensation for the DPS Dispatch Service Area” and Article 16.2, “Compensation for the A Detachment South Dispatch Service Area” until this Agreement is terminated or renewed, without penalty to either Party.

ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY KPB DPSC

KPB will provide Dispatch Services described in this Agreement in a manner that does not discriminate concerning the level of service provided based on calls from the public or the agency to which the call is directed, but which may be prioritized based on the nature of the call.

KPB DPSC is required to affirmatively identify any questions or issues with DPS methods, means, procedures, or communications protocols that impact DPSC's ability to provide Dispatch Services. DPS will respond in a timely manner with specific clarification or will undertake good faith consideration of DPSC’s proposed changes to operating procedures.

5.1 Facility

KPB will provide a secure facility for KPB DPSC operations sufficient to maintain 911 equipment and provide Dispatch Services to DPS and will comply with the applicable requirements of CJIS Security Policy.

5.2 Requests for Service

KPB DPSC will receive calls from the public and requests for service 24/7 from any source originating from telephone calls, radio communications, or other electronic means including the National Crime Information Center (NCIC)/National Law Enforcement

Telecommunications (NLETS), electronic mail, and facsimile.

Pursuant to the Intergovernmental Agreement for Joint Administration of Dispatch Services (Intergovernmental Agreement), incorporated herein by reference and attached to this Agreement as Attachment A, the Parties agree that KPB DPSC will continue to provide Dispatch Services to the DPS A Detachment South Dispatch Service Area in accordance with the same terms and conditions of this Agreement and as contemplated by the First Addendum to the prior Dispatch Services Agreement effective July 1, 2021. This Agreement supplants the First Addendum. Otherwise, nothing in this Article 5.2 authorizes KPB DPSC to respond to calls outside the DPS Dispatch Service Area. Should that occur, additional fees may be incurred.

All requests for service, regardless of geographic location or source, will be communicated to the appropriate public safety entity, DPS Post, or officer, whether or not located within the DPS Dispatch Service Area, using the same screening and prioritization criteria as requests received from or within the DPS Dispatch Service Area.

5.3 911 Calls

DPS must not otherwise direct the routing of 911 calls outside the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area to be received by KPB DPSC unless the Parties first reach a signed written agreement to amend services as such.

5.4 Administrative Calls

KPB DPSC staff will answer and appropriately route administrative calls originating from the DPS Dispatch Area and the A Detachment South Dispatch Service Area on behalf of DPS. DPS will be responsible for forwarding administrative calls to interface with the KPB-owned phone lines integrated into the 911 management software system. DPS will also be responsible for ensuring DPS recipients of returned calls are provisioned with voicemail services for the purpose of message taking. Any changes made to the DPS administrative phone lines call forwarding must be discussed with KPB DPSC no less than 30 days before the change is made.

5.5 Dispatch Services

KPB will provide the necessary personnel to staff KPB DPSC and must adhere to applicable industry standards when processing and dispatching calls.

KPB DPSC staff will capture in CAD incident history all DPS member activities and status changes directed to KPB DPSC via radio or telephone, as well as service requests directed to KPB DPSC originating from DPS.

KPB DPSC staff will receive and record the availability and activity of any DPS member communicated through radio channels and telephonically. This will include an off-duty DPS member using a radio to relay a call for service requirement for assignment to an on-duty DPS member or a request for another agency to respond.

KPB DPSC will relay any priority support request (“officer needs assist”) immediately to DPS members as well as adjacent jurisdiction’s law enforcement agencies. Coordination of subsequent communications will occur according to adopted inter-agency procedures.

5.6 Radio Channels

All CJIS-related information and personally identifiable information will only be transmitted on encrypted talk groups.

KPB DPSC staff will have the following talk groups on “Selected” audio and monitored by dispatch personnel at one or more console positions 24/7:

AST E (A) Dispatch

KPB DPSC staff will monitor DPS A Detachment North and DPS Northern Detachment of the Alaska Wildlife Troopers talk groups on “Unselected” audio and monitored by dispatch personnel at one or more console positions 24/7:

AST E (A) NCIC AST E (A) TRAF
AST E (A) TAC

DPS A Detachment South audio will be monitored by KPB DPSC staff at one or more console positions 24/7 on one of the four talk groups listed above.

DPS must provide KPB DPSC with a DPS-recommended list of Ten Code abbreviations that KPB DPSC staff and DPS members will use over DPS radio talk groups.

As operational requirements change and demand for services increase, DPS may request that one or more additional talk groups be monitored on a temporary basis. DPS must provide advance notification when possible. KPB will provide its reasonable best efforts to allocate KPB DPSC staffing to accommodate surges in radio communications demands.

5.7 Computer Aided Dispatch

All calls for service that conform to DPS incident types will be recorded in DPSC's CAD system. KPB DPSC staff may codify and enter other incident types at their own discretion.

5.8 Database Inquiry and Update

KPB DPSC will query available law enforcement database systems as requested by DPS members. These queries may include subject, vehicle, location, property, or other law enforcement databases.

KPB DPSC staff will monitor at least one CPI-APSIN/NCIC terminal position 24/7. KPB DPSC staff will reply to CPI-APSIN/NCIC confirmation requests as received. Confirmation requests may be received through CPI-APSIN/NCIC/NLETS messaging or via telephone call. Confirmations to requesting entities will be provided within ten minutes or one hour as required by applicable CJIS standards.

After-hours orders from judicial officers may occur on Saturdays, Sundays, or holidays. For these circumstances, KPB DPSC will support the recording of warrants and protective orders in CPI-APSIN and NCIC within the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area.

The origination of documents may include DPS Judicial Services, the Homer, Kenai, and Seward Courts as well as the respective courts in the A Detachment South Dispatch Service Area. Court documents arriving with a known court facsimile number (header) and/or a judicial officer's signature will be considered valid.

If a DPS member receives and serves a warrant (i.e., goes directly from the judicial officer, arrests the individual, then remands the individual to jail), it is unnecessary for KPB DPSC to enter and update the warrant in CPI-APSIN/NCIC after the fact. Warrant entry is only necessary if there is any likelihood that another agency may need to know about and act upon the warrant.

5.9 ARMS Incident Entry

KPB DPSC staff will perform data entry of incident report information into the Alaska Records Management System (ARMS) based on the DPS-provided incident types and DPS member activity within the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area.

This information entry will include CAD incident number, incident classification (type and priority), incident location, reporting party name, names of witnesses, victims, suspects, DPS member assigned, and any involved vehicles. This data entry will only be required once per ARMS incident number (i.e., updates to ARMS incidents once created by KPB DPSC will be made by DPS members).

5.10 Special Operations

On occasion, DPS may deploy special operations teams that require specific dispatch support including temporary modifications to DPSC's staffing requirements. These teams may consist of entirely DPS members or multi-agency teams. DPS will include KPB DPSC staff in pre-operation planning to communicate specific roles and expectations of dispatch center support.

5.11 Surges in KPB DPSC Demands

If KPB DPSC experiences an unexpected demand for service, a manager or supervisor may contact DPS and request specific relief such as a pause in targeted enforcement

activities. DPS will in good faith consider these requests if they do not interfere with public safety priorities.

5.12 KPB DPSC Personnel

KPB will recruit, train and schedule sufficiently qualified personnel to perform the call taking and dispatch tasks required by this Agreement. KPB DPSC will determine the specific minimum performance criteria for its staffing requirements. KPB DPSC will determine the necessary number of positions and qualifications for shift tasking.

ARTICLE 6. KPB-PROVIDED TECHNOLOGY

KPB DPSC will be the primary point of contact for its contractors and technology providers, including the management of vendor scope of services, configuration change requests, trouble reporting, updates, upgrades, and quotations for additional services.

6.1 Telephone System

KPB DPSC will provide a telephone system sufficient to accept and place telephone calls to and from the public switched (carrier) telephone network.

6.2 Radio Consoles

KPB DPSC will own and maintain all radio console equipment established at DPSC's facilities.

6.3 Computer Aided Dispatch

KPB DPSC will provide a redundant computer aided dispatch (CAD) capability that supports incident entry, incident tracking, unit tracking, unit status, CPI-APSIN/NCIC inquiry, call taking, and dispatch protocols.

6.4 Remote Access

KPB will provide remote, read-only access to the KPB-owned CAD system (CADView) to DPS personnel. This access is to allow DPS members to query CAD history for the purpose of incident research and unit activity.

6.5 ARMS Access

KPB will provide for, and support the installation of, ARMS-capable computers and displays in the dispatch center.

6.6 Logging Recorder

KPB will provide for an audio recording system that will record and archive telephone calls and voice radio traffic. Communications to be recorded for DPS purposes include:

- a) All inbound and outbound 911 calls routed directly and indirectly to KPB DPSC; and
- b) Inbound and outbound telephone calls identified specifically for DPS radio talk groups to be recorded for DPS purposes, to include:

AST E (A) Dispatch

AST E (A) TAC

AST E (A) TRAF

AST E (A) NCIC

KPB DPSC will provide access to a logging recorder to copy selected telephone and radio talk group recordings onto transportable electronic media such as a CD-ROM or thumb drive. For A Detachment South requests, selected telephone and radio talk group recordings will be provided using the designated DPS evidence platform. DPS will be responsible for costs associated with making copies for all DPS-related audio records at the rate for time spent researching and preparing the records as allowed under the Public Records Act.

6.7 Geographic Information

KPB DPSC will utilize the authoritative GIS data maintained by KPB within the calling area for use in determining the origin of calls for service and location of DPS members and the public. This may include wall maps, map books, and other electronic references.

ARTICLE 7. RELEASE OF INFORMATION

All DPS records kept by KPB in support of this Agreement are the property of DPS, and KPB will promptly make such records available to DPS upon request.

KPB will be the custodian of records for communications answered by telecommunications equipment at the KPB DPSC dispatch center and residing in the KPB DPSC CAD system for the purposes of establishing evidentiary chain of custody and evidentiary foundation. KPB will release such records to the extent required by applicable law. KPB must contact the DPS Deputy Commissioner prior to releasing any DPS-owned records and obtain approval to release any such records.

7.1 Public Records Requests

The KPB DPSC Public Safety Communications Director or designee (KPB DPSC Director) will be responsible for initial intake of a public records request (Request) made to KPB DPSC to determine whether a Request is related to a KPB agency response or to a non-KPB agency response. For KPB agency responses, the Request will be processed in accord with KPB Code, policy, and procedure.

Upon determination by the KPB DPSC Director that a Request is for DPS-owned records, including a Request for any DPS radio traffic recordings, 911 audio recordings, or administrative telephone audio recordings, the KPB Records Manager or designee (Records Manager) will direct the requestor to the DPS records request portal. DPS will be responsible to provide the appropriate records request portal link to the Records Manager, and to provide any updated link in the event it changes. Upon receipt of a

Request for DPS information, DPS will process the Request in its entirety to include, but not limited to: review for responsiveness, releasability, redaction, and legal or other defense of their decision.

If multiple agencies are involved in an incident that is the subject of a Request, the Records Manager will direct the requestor to the non-KPB agency's records request portal, and the non-KPB agency will be responsible for processing the Request as set out above.

Public record requests will continue to be processed by allowing authorized DPS members access to information within the secure KPB DPSC Public Safety network.

7.2 Public Information Office

KPB DPSC will provide information to members of the DPS Public Information Office (PIO) upon request. Requests for information from news outlets, press, and journalists will be forwarded to the PIO as soon as possible.

7.3 Records Retention

The ability for DPS to review its written or electronic records held by KPB in support of this Agreement continues for six years after the termination of this Agreement. KPB will also comply with state and federal criminal justice requirements and DPS records retention policy for retention of access logs, database maintenance, and audit trails, in particular State of Alaska Records Retention and Disposition Schedule No. 12-391.1, as amended. Upon execution of this Agreement, DPS will provide KPB with a copy of the current applicable DPS records retention policy for such records. Thereafter DPS agrees to promptly provide KPB copies of any changes to the applicable provisions of its records retention policy for the above-described records.

Audio recordings of telephone calls and radio traffic must be maintained by KPB DPSC for three years unless otherwise required by law or DPS records retention policy. The DPS records retention schedule for such recordings is currently the close of file date plus two years. DPS agrees to promptly provide KPB copies of any changes to the relevant provisions of its records retention policy applicable to the above-described records.

Nothing in this Article nor any other Article of this Agreement may be construed as obligating KPB to comply with the requirements of AS 12.36.200, "Preservation of evidence", as amended, or any other evidence preservation requirements. DPS will be solely responsible for complying with the requirements of AS 12.36.200 or any other evidence preservation requirements, to include requesting and retaining copies of written or electronic records held by KPB in support of this Agreement in order to comply with AS 12.36.200 or any other evidence preservation requirements. It will be DPS's sole responsibility to determine whether such records fall under the purview of AS 12.36.200 or other evidence preservation requirements.

ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DPS

8.1 Inter-Agency Communications

DPS will identify a primary and secondary point of contact for KPB DPSC staff to use with formal administrative communications. This is intended to provide a reliable and consistent means of transmitting and receiving technical and operational information as well as accountability for complaints and contractual issues.

8.2 Contact Information

DPS will provide a comprehensive listing of DPS members to KPB DPSC staff to include telephone contact information and assigned radio designators. The list will be updated by DPS as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by KPB to the fullest extent allowed by law. DPS will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

8.3 Operational Directives and Protocols

KPB will incorporate DPS policies and procedures as appropriate into KPB DPSC Policy and Procedures documentation as well as internal training and reference materials. KPB DPSC may, at its discretion, incorporate DPS protocols into automated (CAD) call taking screens.

8.4 CPI-APSIN/NLETS/NCIC

KPB will continue to conform and comply with prior agreements relating to CJIS information including:

- a) CJIS Systems User Agreement;
- b) Holder of Record Agreements for DPS;
- c) DPS will remain the Terminal Access Point (TAC) Local Agency Security Officer (LASO)

8.5 ARMS

DPS will provide KPB DPSC with user (application) access to ARMS for each dispatch and admin workstation position. DPS will issue and maintain access credentials for KPB DPSC staff.

DPS will provide initial and ongoing ARMS application training and workflow familiarization to KPB DPSC staff. Candidates for training must be previously CPI-APSIN-certified.

Subsequent CJIS audits of KPB DPSC may include ARMS data management activities performed by DPSC.

8.6 Electronic Mail

All KPB DPSC employees will maintain KPB email accounts as their primary email communications system.

8.7 Technical Trouble Reporting; DPS Point of Contact

KPB DPSC staff will promptly notify DPS of any outage or interruption in service of any DPS or Alaska Office of Information Technology provided technology or telecommunications service. DPS will identify a point of contact to remedy access issues related to DPS-owned platforms in the event an access issue occurs when the help desk personnel for those platforms are unavailable.

8.8 Access to DPS Platforms

DPS will provide the KPB DPSC Director, Deputy Director, and/or designee(s) access to the DPS platforms, such as the DPS Teams Schedule and the Roadkill Charity Log, so that KPB DPSC staff will be able to identify in real time and notify the designated individual required for response.

ARTICLE 9. MANAGEMENT REPORTING

Monthly statistics that fall within KPB DPSC CAD reporting capabilities include:

- a) Call date;
- b) Call time;
- c) Call duration;
- d) Unit assigned;
- e) Call for Service Number (CFS);
- f) Location/Address; and
- g) Call Type (Problem/Nature Code)

ARTICLE 10. COMPLIANCE WITH LAWS AND PERMITS

KPB and DPS must comply with all statutes, ordinances, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof that are applicable to KPB for the services provided under this Agreement and to DPS for actions taken by DPS under this Agreement.

ARTICLE 11. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

ARTICLE 12. NO ASSIGNMENT

This Agreement is not assignable.

ARTICLE 13. INDEMNIFICATION

Subject to the appropriation of available funds to pay the costs of KPB obligations incurred in this Article 13, which the Parties agree is legally at the sole discretion of the KPB Assembly and that this Agreement imposes no duty to appropriate funds upon the KPB Assembly, KPB agrees

to indemnify, hold harmless, and defend DPS from and against any claim of, or liability for error, omission, or negligent act of KPB under this Agreement. KPB will not be required to indemnify DPS for a claim of, or liability for, the independent negligence of DPS. The term “independent negligence” is negligence other than in DPS’s selection, administration, monitoring, or controlling of KPB and in approving and accepting KPB’s work.

ARTICLE 14. INSURANCE

KPB has purchased at its own expense and/or will maintain in force at all times during the performance of services under this Agreement the policies of insurance required under this Article 14. Where specific limits are shown, it is understood that they will be the minimum acceptable limits. All insurance policies must comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21, as amended.

Workers' Compensation Insurance: KPB must provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, as amended, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements, as amended.

Commercial General Liability Insurance: covering all business premises and operations used by KPB in the performance of services under this Agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

ARTICLE 15. CHANGES AND AMENDMENTS

Changes and/or amendments to this Agreement must be in writing and signed by the authorized representative of each Party, with authority to bind the Party.

ARTICLE 16. PAYMENT FOR SERVICES

The compensation for both the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area will be based on a three-year (calendar year) average of call volume as determined for fiscal year 2027 contracting purposes. On or about December 2029, the average will be updated based on the prior three years’ call volume.

16.1 Compensation for the DPS Dispatch Service Area

The compensation for provision of dispatch services for the DPS Dispatch Service Area for the following periods of this Agreement will equal the dollar amounts identified below:

Year 1 - For fiscal year 2027 (July 1, 2026, through June 30, 2027), the compensation will be One Million Seven Hundred Eighty-Seven Thousand Nine Hundred and Seventy-Five Dollars (\$1,787,975) (FY27 Rate).

Year 2 - For fiscal year 2028 (July 1, 2027, through June 30, 2028), the compensation will be the FY27 Rate multiplied by (whether increase or decrease) a percentage equal to the 2026 annual percentage change in the Urban Alaska (Anchorage) Consumer Price

Index (CPI) (FY28 Rate).

Year 3 - For fiscal year 2029 (July 1, 2028 through June 30, 2029), the compensation will be the FY28 Rate multiplied by (whether increase or decrease) a percentage equal to the 2027 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY29 Rate).

16.2 Compensation for the A Detachment South Dispatch Service Area

DPS understands and agrees that the below compensation for the A Detachment South Dispatch Service area is increased from the cost per call DPS pays for the DPS Dispatch Service Area to account for the removal of the benefit of the 911 surcharge because KPB does not receive 911 surcharge monies from municipalities within the A Detachment South Dispatch Service Area, but the below compensation otherwise comports with the cost per call paid by DPS for the DPS Dispatch Service Area.

Year 1 - For fiscal year 2027 (July 1, 2026, through June 30, 2027), the compensation will be Five Hundred Fifty-Four Thousand Six Hundred Twenty-Nine Dollars (\$554,629) (FY27 Rate).

Year 2 - For fiscal year 2028 (July 1, 2027, through June 30, 2028), the compensation will be the FY27 Rate multiplied by (whether increase or decrease) a percentage equal to the 2026 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY28 Rate).

Year 3 - For fiscal year 2029 (July 1, 2028 through June 30, 2029), the compensation will be the FY28 Rate multiplied by (whether increase or decrease) a percentage equal to the 2027 annual percentage change in the Urban Alaska (Anchorage) Consumer Price Index (CPI) (FY29 Rate).

16.3 Payments

DPS must pay the compensation amounts for the DPS Dispatch Service Area and the A Detachment South Dispatch Service Area in prorated quarterly payments, payable on July 15, October 15, January 15, and April 15. If the payment is not received in full within 30 calendar days of the due date, KPB will e-mail notice of delinquency and add a 15% delinquency fee to the invoice. KPB may elect to deduct any amounts owed to KPB from any payments it otherwise would owe DPS.

DPS is not responsible for and will not pay local, state, or federal taxes. All costs associated with the Agreement must be stated in U.S. currency.

DPS is a government entity and it is understood and agreed that DPS's payments herein provided for may be paid appropriations by the Legislature of the State of Alaska (the Legislature), and approval or continuation of this Agreement is contingent upon appropriation by the Legislature. The State of Alaska reserves the right to terminate this

Agreement in whole or in part if, in its sole judgment, the Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required for the State of Alaska to continue such payments, or if the Executive Branch of the State of Alaska mandates any cuts or holdbacks in spending, or if funds are not budgeted or are otherwise unavailable. Further, in the event of non-appropriation, the State of Alaska will not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom. KPB reserves the right to terminate this Agreement in whole or part upon at least 14 days written notice if the Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required for DPS to continue such payments as of the date of the notice, or if funds are not budgeted or otherwise available within 14 days of the date of the notice.

ARTICLE 17. INVOICES

KPB must submit properly-documented invoices in the first month of every quarterly period in accordance with the State of Alaska fiscal year. The State of Alaska fiscal year starts July 1 and ends June 30. Payment for services provided under this Agreement must be made as indicated below. Payment is contingent upon KPB delivering properly-documented invoices to DPS. Every invoice must include the following information:

- a) Agreement number;
- b) Identification of the billing period;
- c) Total amount billed;
- d) Date invoice was submitted for payment; and
- e) Entity name, contact information, and Alaska vendor number.

KPB must send invoices to the address identified in Article 18, "Notices". Questions concerning payment must be addressed to the DPS contact identified in Article 18, "Notices". DPS must pay KPB invoices within thirty days from the date of invoice or interest will apply. Invoicing will occur within the first fifteen days of the period covered:

17.1	<u>DPS Dispatch Service Area Period</u>	<u>Amount</u>
	July 1, 2026 – September 30, 2026	\$446,993.75
	October 1, 2026 – December 31, 2026	\$446,993.75
	January 1, 2027 – March 31, 2027	\$446,993.75
	April 1, 2027 – June 30, 2027	\$446,993.75
17.2	<u>A Detachment South Dispatch Service Area Period</u>	<u>Amount</u>
	July 1, 2026 – September 30, 2026	\$138,657.25
	October 1, 2026 – December 31, 2026	\$138,657.25
	January 1, 2027 – March 31, 2027	\$138,657.25
	April 1, 2027 – June 30, 2027	\$138,657.25

ARTICLE 18. NOTICES

Notices by the Parties pursuant to this Agreement must be in writing and sent to the following addresses or as may be updated by written notice to the other Party:

Department of Public Safety Communications Director
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669
Email: tgoggia@kpb.us

State of Alaska
Department of Public Safety
Office of the Commissioner
5700 East Tudor Road
Anchorage, AK 99507-1225
E-mail: dps.ast.directors.office@alaska.gov

ARTICLE 19. TERMINATION

Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party at least nine months' prior written notice of termination. The Party initiating the written notice of will not incur any liability or obligation to the terminated Party, other than payment for amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, as applicable. The Party receiving the written notice of termination must take immediate steps to stop the accrual of any additional obligations that might require payment. All funds due after termination will be established based upon payments issued prior to termination and, as appropriate, a refund or invoice will be issued.

ARTICLE 20. DISPUTES

This Agreement will be governed by the laws of the State of Alaska, and any lawsuit brought thereon must be filed in the Superior Court of the Third Judicial District at Kenai, Alaska. Where possible, disputes will be resolved by informal discussion between the Parties. In the event the Parties are unable to resolve any dispute through good faith negotiations, before a Party files a court action, the dispute will proceed to alternative dispute resolution using a method and mediator mutually agreed upon by the Parties, with the costs shared equally.

ARTICLE 21. ENTIRE AGREEMENT

This document is the entire agreement of the Parties, who accept the terms of this Agreement as shown by their signatures below. In the event the Parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency.

ARTICLE 22. SURVIVAL

Should any provision of this Agreement be found to be unenforceable or void for any reason, it will be considered as severed, and the remaining portions will stand as if that provision had never

been included. Should the unenforceable or void provision be essential to the continuing existence of this Agreement, the Parties will substitute a reasonable replacement provision.

ARTICLE 23. COUNTERPARTS

This Agreement may be executed in counterpart, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, as amended, and if so, each of which will be considered an original, all of which together will constitute one and the same instrument.

Signed and sealed by the Parties on the dates shown:

**STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY**

KENAI PENINSULA BOROUGH

Leon Morgan
Deputy Commissioner

Peter A. Micciche
KPB Mayor

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

A. Walker Steinhage
Deputy Borough Attorney

ATTEST:

Michele Turner, MMC
KPB Clerk