

Kenai Peninsula Borough

MEMORANDUM

TO: Peter A Micciche, Borough Mayor

THRU: Risk
Finance
Purchasing
Legal

FROM: John Hedges, Project Manager
Signature: John Hedges

DATE: October 7, 2025

RE: ACS Fiber Build – CES Station #1

The above referenced document is submitted for review and signature as follows:

	Date	Initials
(1) Purchasing & Contracting to Risk Management	10/9/2025	<u>CR</u>
(2) Risk Management to Finance	10/13/2025	<u>Sk</u>
(3) Finance to Purchasing	10/14/2025	<u>BH</u>
(4) Purchasing to Legal	10/14/2025	<u>JH</u>
(5) Legal to Mayor’s Office	10/14/2025	<u>AWS</u>
(6) Mayor’s Office to Clerk’s Office	10/15/2025	<u>PM</u>
(7) Clerk to Purchasing & Contracting (sig. page(s) copies)	_____	_____

FINANCE DEPARTMENT
FUNDS VERIFIED

Acct. No.: 443-51610-23CES-49101

Amount: \$60,480.00

By: CJ Date: 10/14/2025

NOTES: R26-000838
PO 26-0775



Services Agreement
(ACSA)

Contract Type

- ☒ New ☐ Amendment / Order to Contract ID # ☐ Renewal, Effective Date
☐ Co-terminus with Existing Agreement, Date

Business/ Customer Information

Business Name: Kenai Peninsula Borough

Account Number: 1821354

Billing Address Line 1: 253 Wilson Ln

Service Street Address*: 265 Wilsom Ln

Billing Address Line 2:

Service Address – Line 2:

City/State/Zip: Soldotna, AK

Service City/State/Zip*: Soldotna, AK

Order Contact: John Hedges

Contact Phone Number: 907-714-2260

Contact Email: purchasing@kpb.us

*If different from Billing Address:

Scope of Services

Inside wiring: ☐ Yes

Products and Services

Service Descriptions Attachments

Exhibits

Professional Services

Exhibit 1: [Intentionally Omitted]
Exhibit 2: Service Pricing

Cost are incremental to any existing services:

Term No Term Monthly Recurring Charges: \$0.00 Initial Non-Recurring Charges: \$60,480.00

☐ Letter of Authorization (For Local and Long Distance Carrier Changes)

I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.

☐ Local Telephone Service ☐ In-State Long Distance ☒ Out-of-State Long Distance

☒ I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.

☒ Yes! I would like to receive information on Alaska Communications' products, promotions, and services.

☒ Yes! I would like to receive information from Alaska Communications' contractual affiliates on products, promotions, and services.

☒ I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.

☒ I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT

ALASKACOMMUNICATIONS.COM/BUSINESSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.

☐ I am an individual that directly or indirectly owns 20% or more of the business and I AGREE TO BE JOINTLY RESPONSIBLE FOR THE BUSINESS'S PERFORMANCE UNDER THIS AGREEMENT.

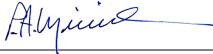
☒ I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY

Service Details

Fiber Build at 265 Wilson Ln, Soldotna, AK - one time charge of \$60,480.00

Customer

Alaska Communications

Signature: 
Name: Mayor Peter A. Micciche
Business Name: Kenai Peninsula Borough
Date: 10/15/2025

Signature: 
Name: Bianca Durrant
Business Name: Alaska Communications
Date: 10/9/2025



Exhibit 2 Service Pricing

KENAI PENINSULA BOROUGH

Site Quantity:

Sales Rep: Binca Durrant

Monthly and Non Recurring Charges Below Do Not Include Taxes and Surcharges

Per Site Summary

SITE	Site Name	Address	SERVICES	BW	Monthly Recurring	Non Recurring
Prepayment		265 Wilson Ln	Prepayment			\$ 60,480.00
Total				\$	-	\$ 60,480.00

ACS AGREEMENT – FIBER BUILD CES FIRE STATION #1
Purchasing and Contracting Department

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Michele Turner, Borough Clerk

A. Walker Steinhage
A. Walker Steinhage, Deputy Borough Attorney

(Borough Seal)

Date: _____ 10/14/2025

ALASKA COMMUNICATIONS
ACS Fiber Build Agreement
Central Emergency Services Fire Station #1
First Rider to Services Agreement

This First Rider is incorporated into the Services Agreement between Alaska Communications and the Kenai Peninsula Borough for Fiber Build at Central Emergency Services Fire Station #1. For the purposes of this First Rider, Alaska Communications will be referred to as “ACS”, the Kenai Peninsula Borough will be referred to as “Customer”, and together ACS and Customer will be referred to as “the Parties”.

In consideration of the mutual covenants contained below, the Parties agree to add to and amend the ACS Services Agreement (ACSA) Terms and Conditions (Terms and Conditions) referenced on Page 1 of 2 of the ACSA as set forth in italics below.

A new section, Section 44, will be added to the Terms and Conditions to read as follows:

Notwithstanding other indemnity provisions in the Agreement, including the indemnity provisions found in Section 6, “Termination and Remedies”, in Section 13, “Customer Responsibilities”, and in Section 15, “Taxes”, this Section supersedes and replaces any indemnity provisions in the Agreement.

(a) ACS agrees to defend, indemnify, and hold harmless Customer, its employees, public officials, and volunteers, with respect to any action, claim, or lawsuit arising out of a breach of the Agreement. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages except as excluded in subsections (c) and (d) resulting from judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. The obligations of ACS arise immediately upon notice to Customer of any action, claim, or lawsuit. Customer will notify ACS in a timely manner of the need for indemnification but such notice is not a condition precedent to ACS’s obligation and may be waived where ACS has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against Customer relating to the Agreement. Notwithstanding the foregoing, ACS’s duty to indemnify, defend, and hold harmless Customer as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of Customer, its employees, public officials, and volunteers.

(b) To the extent allowed by law and subject to a specific appropriation by the Kenai Peninsula Borough Assembly for this purpose, Customer agrees to defend, indemnify, and hold harmless ACS, its employees, affiliates, officers, directors, successors and assigns, with respect to any action, claim, or lawsuit arising out of a breach of the Agreement. This agreement to defend, indemnify, and hold harmless includes all losses and liabilities without limitation as to any damages except as excluded in subsection (c) resulting from judgment, or verdict, and includes the award of any attorney’s fees even if in excess of Alaska Civil Rule 82. The obligations of Customer arise immediately upon notice to ACS of any action, claim, or lawsuit. ACS will notify Customer in a timely manner of the need for indemnification but such notice is not a condition precedent to Customer’s obligation and may be waived where Customer has actual notice. This agreement applies and is in full force and effect whenever and wherever any action, claim or lawsuit is initiated, filed, or otherwise brought against ACS relating to the Agreement. Notwithstanding the foregoing, Customer’s duty to indemnify, defend, and hold harmless ACS as set forth above shall not apply to the extent a claim arises from the negligence or willful misconduct of ACS, its employees, affiliates, officers, directors, successors and assigns. ACS further acknowledges the following: (1) Customer currently has no appropriation currently available to it to defend and indemnify ACS under this provision; (2) the enactment of any such appropriation remains in the sole discretion of the Kenai Peninsula Borough Assembly; and (3)

the Kenai Peninsula Borough Assembly's failure to make such an appropriation creates no further obligation or duty on behalf of Customer.

(c) Neither Party will be liable to the other Party for indirect, incidental, consequential, exemplary, special, reliance, or punitive damages (including but not limited to damages for lost profits, lost revenues, loss of anticipated savings, or loss of revenues of any kind or increased cost of operations), whether or not such Party has been advised of the possibility of such damages.

(d) ACS will not be liable for any damages arising out of or relating to:

- (i) service interruptions or lost or altered messages or transmissions;*
- (ii) unauthorized access to or theft, alteration, loss or destruction of Customer's, users' or third parties' applications, content, data, programs, information, network or systems;*
- (iii) 911 service or failure thereof; or*
- (iv) interoperability, interaction or interconnection problems with applications, equipment, services or networks provided by Customer, users or other third parties.*

A new section, Section 45, will be added to the Terms and Conditions to read as follows:

Insurance Requirements

The minimum levels of insurance coverage required under this Agreement must be primary and exclusive of any other insurance carried by Customer. Minimum levels of insurance coverage required under this Agreement must remain in effect for the life of this Agreement. If ACS's policies contain higher limits, Customer will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be delivered to KPBP at the time of submission of the signed Agreement. KPBP may request copies of required policies and endorsements, which must be provided within ten calendar days of KPBP's request.

General Liability

ACS must provide and maintain general liability insurance (GL). The GL policy must be written on an occurrence basis and with a limit of not less than one million dollars (\$1,000,000.00) per occurrence. If necessary to provide the required limits, the GL policy's limits may be layered with an umbrella or excess liability policy.

Auto Liability

ACS must provide and maintain auto liability insurance. The auto liability policy must include a combined single limit of not less than one million dollars (\$1,000,000.00).

Workers' Compensation

ACS must provide and maintain workers' compensation insurance in accordance with the laws of the State of Alaska for all of its employees engaged in work under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than the minimum amounts required by law. Subrogation will be waived.

The aforementioned insurance requirements can be met through any combination of self-insurance and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Except as otherwise expressly provided in this First Rider, all other terms, provisions, and conditions

of the Agreement remain unchanged.

KENAI PENINSULA BOROUGH:



Peter A. Micciche, Mayor

Date: 10/7/2025

ATTEST:



Michele Turner, CMC, Borough Clerk



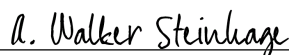
ALASKA COMMUNICATIONS



Bianca Durrant, Director, Enterprise Sales

Date: 10/6/2025

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



A. Walker Steinhage, Deputy Borough Attorney

Date: 10/6/2025



Federal Service Desk Not Open During Temporary Government Shutdown

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Oct 1, 2025



See All Alerts

Revolutionary FAR Overhaul Impacts to SAM.gov

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Aug 15, 2025



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Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

ALASKA COMMUNICATIONS INTERNET, LLC

Unique Entity ID
QLA2YRECQ643

CAGE/NCAGE
5HTH7

Expiration Date
Jan 7, 2026

Physical Address
**600 Telephone AVE
Anchorage, Alaska
99503-6010, United States**

Mailing Address
**600 Telephone Avenue
Attn Government Accounts Ms 8
Anchorage, Alaska
99503-6010, United States**

Purpose of Registration
All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
<http://www.AlaskaCommunications.com>

Division Name
(blank)

Division Number
(blank)

Congressional District
Alaska 00

State/Country of Incorporation
Alaska, United States

Registration Dates

Activation Date
Jan 9, 2025

Initial Registration Date
Jun 5, 2009

Submission Date
Jan 7, 2025

Owner

CAGE

Legal Business Name

Immediate Owner

1LU90

ALASKA COMMUNICATIONS SYSTEMS HOLDINGS, INC.

Entity Dates

Entity Start Date
Oct 13, 1998

Fiscal Year End Close Date
Dec 31

Highest Level Owner	(blank) (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Limited Liability Company

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset 
No

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **5HTH7**

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Melissa Robertson, Client Account Manager I

Address
600 Telephone Avenue Ms 8
Anchorage, Alaska 99503-6010
United States

Government Business

Primary Point of Contact

Lynn Concepcion-Glover, Manager, Legal Operations

Address

600 Telephone Avenue Ms 65
Anchorage, Alaska 99503-6010
United States



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SAM.gov

An official website of the U.S. General Services Administration



CERTIFICATE OF LIABILITY INSURANCE

9/1/2026

DATE (MM/DD/YYYY)

10/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B : ** SELF INSURED **</td> <td></td> </tr> <tr> <td>INSURER C : Associated Electric & Gas Ins Services Limited (AEGIS)</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : ** SELF INSURED **		INSURER C : Associated Electric & Gas Ins Services Limited (AEGIS)		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1544533 ALASKA COMMUNICATIONS SERVICES, INC. 600 TELEPHONE AVE, MS 60 ANCHORAGE AK 99503															

COVERAGES **CERTIFICATE NUMBER:** 22493393 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	\$1,000,000 SELF INSURED	9/1/2025	9/1/2026	EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	\$1,000,000 SELF INSURED	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$			XL60203803P	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 70,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDC4046836	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: WHERE REQUIRED BY CONTRACT, KENAI PENINSULA BOROUGH IS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE POLICIES, SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF SAID POLICIES AND ADDITIONAL INSURED ENDORSEMENTS.

CERTIFICATE HOLDER

CANCELLATION

22493393

KENAI PENINSULA BOROUGH
 144 NORTH BINKLEY STREET
 SOLDOTNA, AK 99669

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John M. Agnello

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