

DISPATCH SERVICES AGREEMENT

BETWEEN

STATE OF ALASKA DEPARTMENT OF CORRECTIONS, DIVISION OF PRETRIAL, PROBATION AND PAROLE AND THE KENAI PENINSULA BOROUGH

ARTICLE 1. PARTIES

The parties to this agreement are the State of Alaska Department of Correctors, Division of Pretrial, Probation and Parole (DP3) and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

ARTICLE 2. PURPOSE

The Kenai Peninsula Borough, Soldotna Public Safety Communications Center (SPSCC) will provide dispatch services to DP3 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.

"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, 2020.

"Continuous" means without interruption or delay.

"Dispatch" and "Dispatching" means the interpretation of request for service information and the transmission of that information to an agency for their response, as well as the recording of communications related to that response.

"DP3" means the organization and functions of the State of Alaska Department of Corrections, Division of Pretrial, Probation and Parole.

"DP3 Dispatch Service Area" means the Kenai Peninsula Borough.

"SPSCC" means the regional dispatch center facility and organization

owned and operated by the Kenai Peninsula Borough located at 253 Wilson Lane, Soldotna, AK 99669".

"Monitoring" means the attention of dispatch personnel to a radio communications channel and responding 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.

ARTICLE 4. EFFECTIVE DATE AND PERIOD OF AGREEMENT

The effective date of this agreement is the date of the last signature. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with this agreement.

ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY SPSCC

SPSCC will provide dispatch services for the SOA DOC DP3 agency officers.

SPSCC is required to affirmatively identify any questions or issues with DP3 methods, means, procedures or communications protocols that impact SPSCC's ability to provide services. DP3 will respond in a timely manner with specific clarification or will undertake consideration of proposed changes to operating procedures.

a. Facility

SPSCC will provide a secure facility for its operations and will comply with the applicable requirements of CJIS Security Policy section.

b. Dispatch Services

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

SPSCC staff will capture in CAD incident history all DP3 staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as service requests directed to SPSCC originating from DP3.

SPSCC staff will receive and record the availability and activity of any DP3 member communicated through radio channels. This will include an off-duty DP3 member using a radio to relay a call for service requirement for assignment to an on-duty DP3 officer or a request for another agency to respond.

c. Radio Channels

All CJIS-related information and Personally Identifiable Information will only be transmitted on encrypted talk groups.

SPSCC staff will have the following talk groups on 'Selected' audio and monitored by dispatch personnel at one or more console positions 24 hours per day:

ASTE (A) Dispatch

d. Computer Aided Dispatch

All calls for service that conform to DP3 incident types shall be recorded in SPSCC's CAD system. SPSCC staff may codify and enter other incident types at its own discretion.

e. Database Inquiry and Update

SPSCC will query available law enforcement database systems as requested by DP3 personnel. These queries may include subject, vehicle, location, property or other law enforcement databases.

f. Surges in SPSCC Demands

If SPSCC experiences an unexpected demand for service, a manager or supervisor may contact DP3 and request specific relief such as a pause in targeted enforcement activities.

DP3 will not unreasonably refuse these requests, but the parties recognize that public safety and DPS operational requirements may occasionally preclude any short-term changes to radio protocols.

g. SPSCC Personnel

SPSCC will recruit, train and schedule sufficient qualified personnel to perform the call taking and dispatch tasks required of this agreement.

ARTICLE 6. KPB PROVIDED TECHNOLOGY

SPSCC 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.

a. Logging Recorder

SPSCC will provide for an audio recording system that will record and archive voice radio traffic. Communications to be recorded for DP3 purposes include:

- Inbound and outbound telephone calls identified specifically for DP3 Radio talk groups to be recorded for DP3 purposes include:
- ASTE (A) Dispatch

SPSCC will provide access to a logging recorder to copy selected radio talk

group recordings onto transportable electronic media such as a CD-ROM or thumb drive. DP3 will be responsible for costs associated with making copies for all DP3 related audio records.

ARTICLE 7. RELEASE OF INFORMATION

KPB will be the custodian of record for communications answered by telecommunications equipment at the SPSCC dispatch center and residing in the SPSCC CAD system, and shall release such records to the extent required by applicable law. The KPB shall contact DP3 prior to releasing any DP3 related records and obtain approval to release any such records.

a. Records Requests

SPSCC will route any DP3 public records information requests to DP3. Public requests for DP3 information shall be forwarded to DP3 within two (2) business days of receipt.

b. Public Reports

Quarterly or annual reports reflecting summary DP3 calls for service activity may be released at SPSCC's discretion.

All records kept by SPSCC in support of this agreement shall be the property of SPSCC and these records shall be made available to DP3 upon reasonable notice.

c. Records Retention

The ability for DP3 to review written or electronic records held by SPSCC continues for five years after the termination of this agreement.

SPSCC will otherwise comply with state and federal criminal justice requirements for retention of access logs, database maintenance (edits) and audit trails, in particular State of Alaska Records Retention and Disposition Schedule No. 12-391.1.

Audio recordings of radio traffic shall be maintained by SPSCC for five years unless otherwise required by law.

ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DP3

a. Inter-Agency Communications

DP3 will identify a primary and secondary point of contact for SPSCC 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.

b. Contact Information

DP3 will provide a comprehensive listing of members to SPSCC to include telephone contact information and assigned radio designators. The list will be updated by DP3 as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by SPSCC.

DP3 will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

c. Operational Directives and Protocols

SPSCC will incorporate DP3 policies and procedures as appropriate into SPSCC Policy and Procedures documentation as well as internal training and reference materials. SPSCC may at its discretion incorporate DP3 protocols into automated (CAD) call taking screens.

d. ASPIN/NCIC

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

- CJIS Systems User Agreement

ARTICLE 9. COMPLIANCE WITH LAWS AND PERMITS

The KPB shall comply with all statutes, ordinances, rules, regulations, and requirements of federal, state, and local governments and agencies and departments thereof, which are applicable to the KPB for the services provided under this agreement.

ARTICLE 10. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

ARTICLE 11. NO ASSIGNMENT OR DELEGATION

The Kenai Peninsula Borough shall not assign or delegate this agreement, or any part of it, or any right to any of the money to be paid under it except with the written approval of DPS.

ARTICLE 12. INDEMNIFICATION

To the extent permitted by law and subject to Assembly appropriation, the Kenai Peninsula Borough shall indemnify, hold harmless, and defend DP3 from and against any claim of, or liability for error, omission or negligent act of the Kenai Peninsula Borough under this agreement. The Kenai Peninsula Borough shall not be required to indemnify DP3 for a claim of, or liability for,

the independent negligence of DP3. If there is a claim of, or liability for, the joint negligent error or omission of the Kenai Peninsula Borough and the independent negligence of DP3, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Kenai Peninsula Borough" and "DP3", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DP3's selection, administration, monitoring, or controlling of the Kenai Peninsula Borough and in approving or accepting the Kenai Peninsula Borough's work.

ARTICLE 13. INSURANCE

Without limiting the Kenai Peninsula Borough's indemnification, it is agreed that the Kenai Peninsula Borough shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Kenai Peninsula Borough's policy contains higher limits, DP3 shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DP3 prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of the Kenai Peninsula Borough's services under this agreement. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21.

Workers' Compensation Insurance: The Kenai Peninsula Borough shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state.

Commercial General Liability Insurance: covering all business premises and operations used by the Kenai Peninsula Borough in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the Kenai Peninsula Borough in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Professional liability Insurance: covering all errors, omissions or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

ARTICLE 14. EFFECTIVE DATE AND PERIOD OF AGREEMENT

The effective date of this agreement is the date of the last signature. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with Article 15.

ARTICLE 15. CHANGES AND AMENDMENTS

Changes and/or amendments to this agreement shall be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this agreement. Any party to this agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

ARTICLE 16. PAYMENT FOR SERVICES

The compensation for the periods covered under this Agreement shall be an introductory rate of thirty thousand dollars (\$30,000) due in full within 30 days of invoicing.

The price for this agreement will remain firm and not fluctuate for the entire term of the agreement. Any request for an adjustment to the time, scope, or cost of the agreement must be negotiated between the KPB and DP3. DP3 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.

The DP3 is a government entity and it is understood and agreed that the DP3's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of an agreement is contingent upon Legislative appropriation. The state reserves the right to terminate the agreement in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the state to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event of non-appropriation, the state shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages

resulting therefrom.

ARTICLE 17. NOTICES: Notices by the parties pursuant to this agreement shall be sent to the following addresses:

Charlie Pierce
Borough Mayor
144 N. Binkley Street
Soldotna, AK 99669
Email: cpierce@kpb.us

Financial notices and correspondence will also be provided to:

Borough Finance Director
Brandi Harbaugh
144 N. Binkley Street
Soldotna, AK 99669
Email: bharbaugh@kpb.us

State of Alaska
Department of Corrections
Division of Pretrial, Probation & Parole
120 Trading Bay Drive, Ste. #290
Kenai, AK 99611
Email: Jennifer.winkelman@alaska.gov

ARTICLE 18. TERMINATION FOR DEFAULT

Either party may, in good faith, terminate this agreement for default at any time prior to its expiration date, for good cause shown, after first giving the other party at least ninety days prior written notice of default. Such notice shall specifically identify the effective date of termination, the material contract provisions alleged to have been violated, and the facts supporting the claimed violation or violations. If the party receiving the notice has not cured the default by the identified termination date or commenced to cure the default and be diligently working to complete a cure, this agreement may be terminated by providing an additional written notice of termination.

The 90 days' advance written notice of the alleged default in the agreement is intended to provide time for both parties to in good faith cooperatively address the identified violations and attempt to resolve the matter. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued in each case on or prior to the termination

date, as applicable. All funds due after termination will be established based on payments issued and charges incurred prior to termination and, as appropriate, a refund or bill will be issued and paid within 60 days of the date of termination.

ARTICLE 19. DISPUTES

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, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.

ARTICLE 20. 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 21. 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, and if so, each of which shall be considered an original, all of which together shall constitute one and the same instrument.

Signed and sealed by the parties on the dates shown:

**STATE OF ALASKA
DEPARTMENT OF CORRECTIONS**

KENAI PENINSULA BOROUGH

Jennifer Winkelman, Director

Charlie Pierce, Mayor

Michael Lim,
Contracting Officer

ATTEST:

**Approved as to Form and
Legal Sufficiency:**

Johni Blankenship, MMC
Borough Clerk

Sean Kelley
Acting Borough Attorney

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jennifer Winkelman, Director, State of Alaska, Department of Corrections.

Notary Public in and for Alaska
My Commission Expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael Lim, Contracting Officer, State of Alaska, Department of Corrections.

Notary Public in and for Alaska
My Commission Expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska Municipal Corporation, for and on behalf of the Corporation.

Notary Public in and for Alaska
My Commission Expires: _____