

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

ARTICLE 1. PARTIES

The parties to this agreement are the State of Alaska Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB).

ARTICLE 2. PURPOSE

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

"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.

"DPS" means the organization and functions of the State of Alaska Department of Public Safety.

"DPS Dispatch Service Area" means the Kenai Peninsula Borough and the geographic area served by only the Soldotna, Seward, and Anchor Point posts of DPS A Detachment. "DPS" means the organization and functions of

the State of Alaska Department of Public Safety to include Alaska State Troopers, Alaska Wildlife Troopers and Judicial Services.

"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 July 1, 2021. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with this agreement. This agreement also includes four – one-year renewal options exercisable by either party. All renewal options shall be exercised in writing with nine months' advance notice to the other party. All exercised renewal options shall be executed via written amendment to the agreement. Renewal rates shall be negotiated based upon the COLA, call volumes and other services provided.

ARTICLE 5. SCOPE OF SERVICES TO BE PERFORMED BY SPSCC

SPSCC will provide the 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.

SPSCC is required to affirmatively identify any questions or issues with DPS methods, means, procedures or communications protocols that impact SPSCC's ability to provide services. DPS 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. Requests for Service

SPSCC will receive calls from the public and requests for service from any source on a 24 hour per day, seven days a week basis 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.

Nothing in this provision authorizes SPSCC 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 Dispatch Service Area, using the same screening and prioritization criteria as requests received from or within the Dispatch Service Area.

c. 911 Calls

DPS shall not otherwise direct the routing of 911 calls outside the DPS Dispatch Service Area to be received by SPSCC unless both parties first reach a signed written agreement to amend services as such.

d. Administrative Calls

SPSCC will answer and appropriately route administrative calls 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 insuring 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 no less than 30 days before the change is made.

e. Dispatch Services

SPSCC will dispatch DPS resources consistent with DPS's statutory law enforcement and public safety responsibilities.

SPSCC staff will capture in CAD incident history all DPS staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as

service requests directed to SPSCC originating from DPS.

SPSCC will receive and record the availability and activity of any DPS member communicated through radio channels. 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 officer or a request for another agency to respond.

SPSCC will relay any priority support request ('officer needs assist') immediately to DPS units as well as adjacent jurisdiction's law enforcement agencies. Coordination of subsequent communications shall occur according to adopted inter-agency procedures.

f. Radio Channels

All CJS-related information will only be transmitted on encrypted talk groups. SPSCC will exercise due diligence when broadcasting Personally Identifiable Information (PII) over radio channels.

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

AST E (A) Dispatch

SPSCC will monitor A Detachment talk groups on "Unselected" audio and monitored by dispatch personnel at one or more console positions 24 hours per day:

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

AST E (A) TAC

DPS will provide SPSCC with a DPS-recommended list of Ten Code abbreviations for use by and with SPSCC over DPS radio talk groups.

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

Computer Aided Dispatch

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

g. Database Inquiry and Update

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

SPSCC will monitor at least one APSIN/NCIC terminal position 24 hours a day. SPSCC will reply to APSIN/NCIC confirmation requests as received. Confirmation requests may be received through 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.

Courts operate on Saturdays and after-hours magistrate orders may occur; for these circumstances, recording of warrants and protective orders in APSIN & NCIC within the Dispatch Service Area will be supported by SPSCC.

The origination of documents may include Kenai Courts as well as DPS Judicial Services. Court documents arriving with a known court facsimile number (header) and/or a judge's signature will be considered valid.

If an officer receives and serves a warrant (i.e., goes directly from the magistrate, arrests the individual and then remands to jail), it is not necessary to enter and update the warrant in APSIN/NCIC after the fact. Warrant entry is only necessary if there is any likelihood that another agency may need to know and act on the warrant.

h. ARMS Incident Entry

SPSCC staff will perform data entry of incident report information into ARMS based on the DPS-provided incident types and officer activity within the DPS Dispatch Service Area. SPSCC will make best efforts consistent with established policies, procedures and protocols to obtain and record incident information.

This information entry will include the following: CAD incident number, incident classification (type and priority), incident location, reporting party name, officer 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 SPSCC will be made by DPS personnel).

DPS will endeavor to support integration between SPSCC's CAD system and ARMS. Until such time the integration is established, SPSCC's data entry duties will remain as they are currently as mentioned in the above paragraph.

i. Special Operations

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

j. Surges in SPSCC Demands

If SPSCC 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 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.

k. SPSCC Personnel

SPSCC will recruit, train and schedule sufficient qualified personnel to perform the call taking and dispatch tasks required of this agreement. SPSCC will determine the specific minimum performance criteria for their staffing requirements.

SPSCC will determine the necessary number of positions and specific qualifications for shift tasking.

ARTICLE 6. SPSCC 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. Telephone System

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

b. Radio Consoles

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

c. Computer Aided Dispatch

SPSCC will provide a redundant computer aided dispatch capability that supports incident entry, incident tracking, unit tracking, unit status, APSIN/NCIC inquiry, call taking and dispatch protocols.

d. Remote Access

SPSCC will provide remote, read-only access to the KPB-owned CAD system (CADView) to DPS personnel.

This access is intended to allow DPS at A Detachment to query CAD history for the purpose of incident research and unit activity.

e. ARMS Access

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

f. Logging Recorder

SPSCC 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:

- All inbound and outbound 911 calls
- Inbound and outbound telephone calls identified specifically for DPS Radio talk groups to be recorded for DPS purposes include:
 - ASTE (A) Dispatch
 - ASTE (A) TAC
 - ASTE (A) TRAF
 - ASTE(A) NCIC

SPSCC 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. DPS will be responsible for costs associated with making copies for all DPS related audio records.

g. Geographic Information

SPSCC will utilize the authoritative GIS data maintained by the Kenai borough within the calling area for use in determining the origin of calls for service and the location of DPS personnel and the public.

This may include wall maps, map books and other electronic references.

ARTICLE 7. RELEASE OF INFORMATION

a. Records Requests

SPSCC will route any DPS public records information requests to DPS. Public requests for DPS information shall be forwarded to DPS within one business day of receipt. Public record requests will continue to be processed by allowing DPS personnel access to information within the secure SPSCC Public Safety network

b. Public Information Office

SPSCC will provide information to members of the DPS Public Information Office (PIO) upon request.

Requests for information from news outlets, press and journalists shall be forwarded to the DPS PIO as soon as possible.

c. Public Reports

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

d. Records Retention

The ability for DPS 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 telephone calls and radio traffic shall be maintained by SPSCC for three years unless otherwise required by law.

ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY DPS

a. Inter-Agency Communications

DPS 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

DPS will provide a comprehensive listing of members to SPSCC 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 SPSCC.

DPS 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 DPS 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 DPS protocols into automated (CAD) call taking screens.

d. APSIN/NCIC

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

- CJIS Systems User Agreement
- Holder of Record Agreements for DPS

e. ARMS

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

DPS will provide initial and on-going ARMS application training and workflow familiarization to SPSCC employees. Candidates for training will be previously APSIN-certified.

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

f. Electronic Mail

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

g. Technical Trouble Reporting

SPSCC will promptly notify DPS of any outage or interruption in service of any DPS or Office of Information Technology provided technology or telecommunications service.

ARTICLE 9. SPSCC MANAGEMENT REPORTING

a. DPS CAD Incidents

Monthly statistics that fall within SPSCC CAD reporting capabilities to include:

- Call date
- Call time
- Call duration
- Unit assigned
- Call for Service Number (CFS)
- Location/Address
- Call Type (Problem/Nature Code)

- Monthly statistics that fall within SPSCC CAD reporting capabilities.

ARTICLE 10. COMPLIANCE WITH LAWS AND PERMITS

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

ARTICLE 11. APPLICABLE LAW

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

ARTICLE 12. 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 13. INDEMNIFICATION

Subject to the appropriation of available funds to pay the costs of the borough obligations incurred in this paragraph, which the parties agree is legally at the sole discretion of the borough assembly and that this contract imposes no duty to appropriate funds upon the assembly, the Kenai Peninsula Borough agrees to indemnify, hold harmless, and defend DPS 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 DPS for a claim of, or liability for, the independent negligence of DPS. 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 DPS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Kenai Peninsula Borough" and "DPS", 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 DPS's selection, administration, monitoring, or controlling of the Kenai Peninsula Borough and in approving or accepting the Kenai Peninsula Borough's work.

ARTICLE 14. INSURANCE

The Kenai Peninsula Borough maintains a self-insured retention for physical damage and liability exposures that is supported by the financial resources of the Kenai Peninsula Borough. Additionally, 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, DPS shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DPS 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.

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 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.

This agreement includes four – one-year renewal options, to be exercised solely at the discretion of DPS. If a renewal option is not exercised by DPS, the agreement shall be considered expired on the expiration date noted in Article 4 and does not require notification of such by DPS. All exercised renewal options shall be executed via written amendment to the agreement. DPS may enter into a month-to-month holdover extension, prior to the expiration of the current agreement term. All exercised month-to-month holdover extensions shall be executed via written amendment to the agreement. DPS will provide the Kenai Peninsula Borough written notice 30 calendar days prior to cancellation of any month-to-month holdover extension.

ARTICLE 16. PAYMENT FOR SERVICES

The compensation for the following periods of the agreement shall equal the dollar amounts identified below:

July 1, 2021 to June 30, 2022	\$1,819,370.76
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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 DPS.

The 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.

The DPS is a government entity and it is understood and agreed that the DPS'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. INVOICES

The KPB shall submit a properly documented invoice the first month of every quarterly period in accordance with the State of Alaska fiscal year. The State of Alaska fiscal year starts July 1st and ends June 30th. Payment for services provided under this agreement shall be made as indicated below:

Payment to the Kenai Peninsula Borough is contingent upon the Kenai Peninsula Borough delivering a properly documented invoice to DPS.

Every invoice shall include the following information:

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

The Kenai Peninsula Borough shall send invoices to:

State of Alaska
Department of Public Safety
Office of the Commissioner
5700 East Tudor Road
Anchorage, AK 99507-1225
Email: DPS.AST.DIRECTORS.OFFICE@alaska.gov

Questions concerning payment must be addressed to the DPS point of contact identified above. Invoices from the KPB will be paid by DPS within 30 days of the date of invoice or interest will apply. Invoicing will occur within the first 15 days of the period covered.

<u>Period Covered</u>	Amount
July 1, 2021 -September 30, 2021	\$454,842.69
October 1, 2021 – December 31, 2021	\$454,842.69
January 1, 2022 – March 31, 2022	\$454,842.69
April 1, 2022 -June 30, 2022	\$454,842.69

ARTICLE 18. NOTICES.

Notices: Notices by the parties pursuant to this agreement shall be sent to the following addresses:

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

State of Alaska
Department of Public Safety
Office of the Commissioner
5700 East Tudor Road
Anchorage, AK 99507-1225
Email: DPS.AST.DIRECTORS.OFFICE@alaska.gov

ARTICLE 19. TERMINATION

Either party may terminate this agreement at any time prior to its expiration date, 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 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. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations that might require payment. All funds due after termination will be established based on payments issued prior to termination and, as appropriate, a refund or bill will be issued.

ARTICLE 20. 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, before a party files a superior 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.

Signed and sealed by the parties on the dates shown:

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

KENAI PENINSULA BOROUGH



Leon Morgan
Deputy Commissioner



Charlie Pierce
Mayor



