

**MEMORANDUM OF AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF
NATURAL RESOURCES, DIVISION OF PARKS & OUTDOOR RECREATION AND
THE KENAI PENINSULA BOROUGH FOR DISPATCH SERVICES**

This MEMORANDUM OF AGREEMENT (MOA) is hereby entered into by and between the State of Alaska Department of Natural Resources, Division of Parks & Outdoor Recreation (“State Parks”), and the Kenai Peninsula Borough (“Borough”) on behalf of the Soldotna Public Safety Communications Center (“SPSCC”).

A. Purpose

The purpose of this MOA is to provide dispatch services for state park rangers on the Kenai Peninsula and southern portion of Chugach State Park. As of July 2015 there are eleven state park rangers stationed in this area who are responsible for managing state park lands and are commissioned peace officers. State park rangers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The SPSCC provides dispatch services to the Borough and other agencies. This MOA will establish a partnership between State Parks and the Borough, on behalf of the SPSCC, that will enhance communication and interaction with these organizations.

B. SPSCC Shall:

1. Provide radio dispatch coverage for state park rangers on the Kenai Peninsula and southern portion of Chugach State Park.
2. Be responsible for entries of locates into the Alaska Public Safety Information Network (APSIN) on behalf of the State Park rangers covered by this agreement.
3. Conduct regular welfare checks on State Park rangers consistent with the *SPSCC Policy and Procedure Manual*.

C. State Parks Shall:

1. Provide SPSCC with a list of all commissioned park rangers that includes contact information.
2. Provide SPSCC with a schedule of when park rangers are working. State Parks will provide this schedule to SPSCC monthly. Any changes to the schedule will be communicated to SPSCC in a timely manner.

3. Require each park ranger to contact SPSCC and identify when they are in and out of service.
4. Require each park ranger to report the area and duration of specialized patrols such as boat and snow machine patrols.
5. Assign and track case numbers for law enforcement and public safety activities.
6. Be responsible for all clerical support, excluding that which is stated in Section B(2).

D. It is Mutually Agreed by All Parties That:

1. State Parks shall pay the Borough the equivalent of one FTE dispatcher position on an annual basis for this service. The Borough will submit an invoice to State Parks by July 1 each year. The payment will be due in full by September 30 each year. If this MOA becomes effective in the midst of a fiscal year, State Parks will pay a prorated amount for the FTE of that first year. The first payment is due no later than 60 days from the date this MOA is fully executed, and the prorated amount shall be calculated based on the date the MOA is fully executed.
 - a. The Borough's fiscal year is July 1 to June 30.
2. State Parks and SPSCC shall prepare a Department of Public Safety Holder of Record Agreement so SPSCC is the primary agency for entering and clearing locates in APSIN.
3. This MOA is effective on the date it is fully executed and valid for two years. The MOA may be extended for a period of one year upon mutual written agreement of both parties.
4. In the event that either party desires to withdraw from this Agreement before the end of the two year term established in Section D(3), notice must be provided no later than June 1 for the subsequent fiscal year. The costs of terminating the agreement, including the termination of the dispatch position, may be attributed to the terminating party.
5. This agreement may be modified in writing with the consent of all parties.
6. Each person signing this Agreement warrants that he or she has authority to sign the Agreement and bind their respective entities.

KENAI PENINSULA BOROUGH

STATE OF ALASKA

Mike Navarre
Mayor

Ben Ellis
Department of Natural Resources
Director, Div. Parks & Outdoor Recreation

Date: _____

Date: _____

ATTEST:

AGREEMENT AND ATTACHMENTS
TO ORIGINAL APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

Johni Blankenship
Borough Clerk

Elizabeth Leduc
Assistant Borough Attorney

(Borough Seal)

ACKNOWLEDGMENTS

The foregoing instrument was acknowledged before me this ____ day of _____
2015, by **Ben Ellis, Director**, State of Alaska Department of Natural Resources, Division of
Parks and Outdoor Recreation.

Notary Public for the State of Alaska
My Commission Expires _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2015, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public for the State of Alaska
My Commission Expires _____

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