

**INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ADMINISTRATION OF E911 DISPATCH SERVICES POWERS**

This Intergovernmental Agreement for Joint Administration of E911 Dispatch Services Powers (Intergovernmental Agreement) is by and between the State of Alaska, Department of Public Safety (DPS), whose address is 5700 East Tudor Road, Anchorage, AK 99507; and the Kenai Peninsula Borough (KPB), whose address is 144 North Binkley Street, Soldotna, AK 99669, on behalf of the Soldotna Public Safety Communications Center (SPSCC); for the purpose of intergovernmental administration of E911 dispatch services by SPSCC to the A Detachment South Dispatch Service Area, as defined in the First Addendum to the Dispatch Services Agreement. For the purposes of this Intergovernmental Agreement, DPS and KPB will be referred to together as “the Parties”.

WHEREAS, Article X, Section 13 of the Alaska Constitution authorizes local governments to enter into agreements, including those for cooperative or joint administration of any functions or powers, with the State of Alaska; and

WHEREAS, AS 29.35.010(13) authorizes municipalities to enter into an agreement, including an agreement for cooperative or joint administration of any function or power, with the State of Alaska; and

WHEREAS, KPB is a municipality; namely, an organized borough of the second class with the powers and obligations imposed by and pursuant to the provisions of AS Title 29; and

WHEREAS, KPB owns and operates SPSCC pursuant to KPB 2.60.010, and SPSCC is an E911 dispatch center that provides E911 dispatch services to multiple federal, state, and local governmental non-profit entities within the Kenai Peninsula Borough and charges all responding entities that use SPSCC a fee for SPSCC services; and

WHEREAS, DPS owns and operates the Northern Dispatch Center, and the Northern Dispatch Center has experienced critical staffing shortages and as a result, DPS has requested SPSCC provide E911 dispatch services for the A Detachment South Dispatch Service Area so that SPSCC has been providing dispatch services for the A Detachment South Dispatch Service Area since May of 2025; and

WHEREAS, the Parties share a common goal and find that it serves the public’s interest and safety for SPSCC to continue to provide E911 dispatch services for the A Detachment South Dispatch Service Area;

THE PARTIES THEREFORE AGREE, in consideration of the mutual promises contained in this Intergovernmental Agreement and its incorporated documents, as set forth below:

ARTICLE 1. PURPOSE, INTENT, AND DELEGATION

This Intergovernmental Agreement is established between the Parties to memorialize SPSCC’s recent assumption of E911 dispatch services for the A Detachment South Dispatch Service Area

from the Northern Dispatch Center and for the purpose of the State expressly delegating such powers, responsibilities, and services to the KPB.

DPS agrees to pay KPB reasonable costs related to SPSCC's provision of E911 dispatch services for the A Detachment South Dispatch Service Area as set forth in the First Addendum to the Dispatch Services Agreement.

By entering into this Intergovernmental Agreement and pursuant to Article X, Section 13 of the Alaska Constitution and AS 29.35.010(13), the State of Alaska through DPS expressly delegates its power and authority to provide E911 dispatch services to the A Detachment South Dispatch Service Area to KPB for the joint administration of E911 dispatch services, and thereby transfers such responsibilities from its Northern Dispatch Center to SPSCC. Moreover, the State of Alaska through DPS expressly authorizes KPB to execute addenda to existing agreements or enter into new agreements for E911 dispatch services with the other agencies and entities operating in the A Detachment South Dispatch Service Area that currently require or will require dispatch services formerly provided by its Northern Dispatch Center.

The Parties agree to incorporate by reference the terms, conditions, and definitions set forth in the Dispatch Services Agreement and the First Addendum to the Dispatch Services Agreement. In the event of conflict, the order of precedence will be: 1) this Intergovernmental Agreement; 2) the First Addendum to the Dispatch Services Agreement; and 3) the Dispatch Services Agreement, as amended.

ARTICLE 2. EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Intergovernmental Agreement is effective retroactively to May 1, 2025, and will continue until superseded by a subsequent agreement between the Parties, until terminated, or until as otherwise provided.

ARTICLE 3. CHANGES, AMENDMENTS, AND NOTICES

Changes and/or amendments to this Intergovernmental Agreement must be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Intergovernmental Agreement must be executed in writing and signed by the authorized representative of each Party. The Parties signing this Intergovernmental 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 may be interpreted as amending or otherwise affecting the terms of this Intergovernmental Agreement. Any Party to this Intergovernmental Agreement may request that it be amended, whereupon the Parties will consult to consider such amendment.

ARTICLE 4. TERMINATION

Except in the case of default, either Party may terminate this Intergovernmental Agreement, with or without cause, by giving the other Party written notice of termination at least twelve months prior to the end of the then-current fiscal year. 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 5. DEFAULT

Failure of either Party to fully perform its obligations under this Intergovernmental Agreement will constitute a default. If default is not cured within 30 days by full performance under this Intergovernmental Agreement, then the non-defaulting Party may immediately terminate this Intergovernmental Agreement by delivering written notice to the defaulting Party.

ARTICLE 6. ENTIRE AGREEMENT

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

ARTICLE 7. SAVINGS CLAUSE

If any provision of this Intergovernmental Agreement is held invalid on any ground by any court of competent jurisdiction, then the invalidated provision will remain in force and effect only to the extent not invalidated and the remainder of this Intergovernmental Agreement will not be affected thereby and will remain in full force and effect.

ARTICLE 8. COUNTERPARTS; ELECTRONIC SIGNATURE

This Intergovernmental Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 9.80, each of which when so executed will constitute an original and all of which together will constitute one and the same instrument.

KENAI PENINSULA BOROUGH

**STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY**

Peter A. Micciche, Borough Mayor
Date: _____

Leon Morgan, Deputy Commissioner
Date: _____

ATTEST:

Michele Turner, CMC
Borough Clerk

(Borough Seal)

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

A. Walker Steinhage
Deputy Borough Attorney