

**FIRST ADDENDUM TO DISPATCH SERVICES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF PUBLIC SAFETY
AND
THE KENAI PENINSULA BOROUGH**

Effective July 1, 2021, the State of Alaska, Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB), on behalf of the Soldotna Public Safety Communications Center, entered into a Dispatch Services Agreement (Agreement). For the purposes of this First Addendum to the Agreement (First Addendum), DPS and KPB will be referred to together as “the Parties”.

Pursuant to the concomitant Intergovernmental Agreement for Joint Administration of Dispatch Services (Intergovernmental Agreement), incorporated herein by reference, the Parties hereby agree that SPSCC will provide dispatch services to the DPS A Detachment South Dispatch Service Area in accordance with the same terms and conditions of the Agreement, subject to the following amendments. This First Addendum is made pursuant to Article 15 of the Agreement, “Changes and Amendments”, and the Parties hereby agree to amend the Agreement, with the added or amended terms underlined, as follows:

Amend Article 1 of the Agreement, “Definitions”, to include the following definitions:

“A Detachment South Dispatch Service Area” means the geographic area served by the Post of DPS A Detachment South, and includes the other agencies and entities operating within the boundaries of DPS A Detachment South that require the dispatch services that would otherwise be provided by the Northern Dispatch Center;

“Northern Dispatch Center” means the DPS Northern Dispatch Center located in Fairbanks, Alaska, which dispatches for DPS Detachments C and D and formerly for the A Detachment South Dispatch Service Area.

Amend Article 5 of the Agreement, “Scope of Services”, to include the following A Detachment South talk groups:

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f. Radio Channels

All CJIS-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 South 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

A Detachment South audio will be monitored by dispatch personnel at one or more console positions 24 hours per day on one of the four talk groups listed above.

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 its reasonable best efforts to allocate staffing to accommodate surges in radio communications demands.

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Amend Article 6 of the Agreement, “SPSCC Provided Technology”, to include the following A Detachment South talk groups:

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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 routed directly and indirectly to SPSCC
- Inbound and outbound telephone calls identified specifically for DPS
Radio talk groups to be recorded for DPS purposes include:
 - AST E (A) Dispatch
 - AST E (A) TAC
 - AST E (A) TRAF
 - AST E (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. For A Detachment South requests, selected telephone and radio talk group recordings will be provided using ZendTo or a similar program. DPS will be responsible for costs associated with making copies for all DPS related audio records.

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Amend Article 16 of the Agreement, “Payment for Services”, to include compensation for the provision of dispatch services for the A Detachment South Dispatch Area:

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DPS understands and agrees that the below compensation for the A Detachment South Dispatch Service Area is increased from the cost per call DPS pays for the DPS Dispatch Service Area to account for the removal of the benefit of the 911 surcharge because KPB does not receive 911 surcharge monies from municipalities within the A Detachment South Dispatch Service Area, but the below compensation otherwise comports with the cost per call paid by DPS for the DPS Dispatch Service Area.

The compensation for provision of dispatch services for the A Detachment South Dispatch Area for the following period of the Agreement will equal dollar amounts identified below:

May 1, 2025 to June 30, 2025: \$85,859.93

July 1, 2025 to June 30, 2026: \$515,160.00

Payments must be made quarterly.

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Amend Article 17 of the Agreement, "Invoices", to include the invoices for the provision of dispatch services for the A Detachment South Dispatch Area:

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<u>Period covered</u>	<u>Amount</u>
<u>July 1, 2025 – September 30, 2025</u>	<u>\$128,790</u>
<u>October 1, 2025 – December 31, 2025</u>	<u>\$ 128,790</u>
<u>January 1, 2026 – March 31, 2026</u>	<u>\$ 128,790</u>
<u>April 1, 2026 – June 30, 2026</u>	<u>\$ 128,790</u>

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

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

A. Walker Steinhage
Deputy Borough Attorney

DRAFT