

## **MEMORANDUM OF AGREEMENT FOR DISPATCH SERVICES**

1. **BACKGROUND.** This Memorandum of Agreement (MOA) is entered into by and between Central Peninsula General Hospital, Inc., an Alaska nonprofit corporation, of 250 Hospital Place, Soldotna, Alaska 99669 (CPGH) on behalf of CPGH's Mobile Crisis Team (MCT) and the Kenai Peninsula Borough (KPB), an Alaska municipal corporation, of 144 N. Binkley, Soldotna, Alaska 99669 (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC) (collectively, the Parties).
2. **PURPOSE.** The purpose of this MOA is to provide for dispatch services for MCT. The MCT will provide emergency mental health services within the Central Peninsula Hospital Service Area. It provides de-escalation and relief to individuals experiencing a behavioral health crisis, including at home, work, school, or in the community. The MCT uses face-to-face interventions to de-escalate crises and connect people to appropriate services. The SPSCC provides 911 and other dispatch services to law enforcement, EMS, and other agencies. SPSCC will provide dispatch services to MCT in accordance with the terms and conditions of this MOA.
3. **KPB/SPSCC'S RESPONSIBILITIES.**
  - 3.1 As part of this MOA, KPB/SPSCC will:
    - 3.1.1 Comply with all statutes, ordinances, rules, regulations, and requirements of federal, state, and local governments, and the agencies and departments thereof, which apply to KPB for the services provided under this MOA.
    - 3.1.2 Provide radio dispatch coverage and telephonic communications, conduct welfare checks, and track units in SPSCC's Computer Aided Dispatch (CAD) system for the MCT members within the MCT Dispatch Area.
    - 3.1.3 Affirmatively identify any questions or issues with MCT methods, means, procedures, or communications protocols that impact SPSCC's ability to provide services. MCT will respond in a timely manner with specific clarification or will undertake consideration of proposed changes to operating procedures.
    - 3.1.4 Recruit, train, and schedule sufficient qualified personnel to perform the call-taking and dispatch tasks required of this MOA.
    - 3.1.5 Provide the necessary personnel to staff the SPSCC and adhere to applicable industry standards when processing and dispatching calls.
    - 3.1.6 Capture in SPSCC's Computer-Aided Dispatch (CAD) incident history all MCT staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as service requests directed to SPSCC originating from MCT.
    - 3.1.7 Receive and record the availability and activity of any MCT member communicated through radio talk group or telephonically.
    - 3.1.8 Transmit all Personally Identifiable Information only on encrypted talk groups.

- 3.1.9 Record in SPSCC's CAD system all calls for service that conform to MCT incident types. SPSCC staff may codify and enter other incident types at its own discretion.

#### 4. CPGH/MCT'S RESPONSIBILITIES

- 4.1 As part of this MOA, CPGH/MCT will:
  - 4.1.1 Provide SPSCC with a list of all MCT members that includes contact information as described in Section 4.1.8.2, "Contact Information".
  - 4.1.2 Require each MCT member to notify SPSCC when they are in and out of service.
  - 4.1.3 Be responsible for providing training to their personnel and will not permit any employee or other personnel, including volunteers, to use radios or be dispatched to a call until such individual(s) have received proper and appropriate radio use, security, and response training.
  - 4.1.4 Maintain minimum insurance coverage at the minimum amounts and as set forth in the Operating Agreement, effective January 1, 2018, between KPB and CPGH. The insurance terms in the Operating Agreement control with regard to this MOA.
  - 4.1.5 Indemnify, defend and hold KPB harmless as set forth in the Operating Agreement, effective January 1, 2018, between KPB and CPGH. The defense and indemnification terms in the Operating Agreement control with regard to this MOA.
  - 4.1.6 Pay KPB \$12,800 for dispatch services provided pursuant to this MOA prorated for a twelve-month period to July 1, 2026, based upon estimated dispatch services to be provided during that period. Thereafter, KPB will invoice MCT by July 15 for the next fiscal year based upon actual costs of the prior fiscal year.
  - 4.1.7 If the amount of dispatch services provided by KPB to CPGH exceeds twenty percent (20%) in a given fiscal year, KPB and CPGH will renegotiate the appropriate fee for the fiscal year in which the excess dispatch services occurred. KPB may also reduce the annual fee if upon review the required fee is less than originally anticipated.
  - 4.1.8 Provide the following equipment and services:
    - 4.1.8.1 Interagency Communications. CPGH will identify a primary and secondary point of contact for SPSCC to use for 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.
    - 4.1.8.2 Contact Information. MCT will provide a comprehensive listing of members to SPSCC to include telephone contact information and assigned radio designators. The list will be updated by MCT as changes occur, but no less than monthly. This list contains confidential information and will be protected from disclosure or further dissemination by SPSCC. MCT will facilitate the

provision of a list containing the statewide designators of all units using ALMR resources.

- 4.1.8.3 Operational Directives and Protocols. SPSCC will incorporate MCT 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 MCT protocols into automated CAD call-taking screens.

- 5. 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.

- 5.1 Logging Recorder. SPSCC will provide an audio recording system that will record and archive voice radio traffic. Communications to be recorded for MCT purposes include inbound and outbound telephone calls identified specifically for MCT response and operations. MCT radio talk groups to be recorded. 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.
- 5.2 Costs. MCT will be responsible for costs associated with making copies for all MCT-related audio records.

- 6. RELEASE OF INFORMATION. All MCT records kept by KPB in support of this MOA are the property of CPGH, and KPB will promptly make such records available to CPGH upon request. KPB will be the custodian of records for communications answered by telecommunications equipment at the SPSCC dispatch center and residing in the SPSCC CAD system for the purposes of establishing evidentiary chain of custody and evidentiary foundation. KPB will release such records to the extent required by applicable law. KPB must contact CPGH prior to releasing any CPGH-owned records and obtain approval to release any such records.

- 6.1 Public Records Requests. The SPSCC 911 Emergency Communications Coordinator or designee (911 Coordinator) will be responsible for initial intake of a public records request (Request) made to SPSCC to determine whether a Request is related to a KPB agency response or to a non-KPB agency response. For KPB agency responses, the Request will be processed in accord with KPB Code, policy, and procedure.

Upon determination by the 911 Coordinator that a Request is for CPGH-owned records, including a Request for any MCT radio traffic recordings, 911 audio recordings, or administrative telephone audio recordings, the KPB Records Manager or designee (Records Manager) will direct the requestor to the CPGH records request portal. CPGH will be responsible to provide the appropriate records request portal link to the Records Manager, and to provide an updated link in the event it changes. Upon receipt of a

Request for CPGH information, CPGH will process the Request in its entirety to include, but not limited to: review for responsiveness, releasability, redaction, and legal or other defense of its decision.

If multiple agencies are involved in an incident that is the subject of a Request, the Records Manager will direct the Requestor to the non-KPB agency's records request portal, and the non-KPB agency will be responsible for processing the Request as set out above.

Public record requests will continue to be processed by allowing authorized CPGH personnel access to information within the secure SPSCC Public Safety network.

- 6.2 RECORDS RETENTION. The ability for CPGH to review its written or electronic records held by KPB in support of this MOA continues for six years after the termination of this MOA or any subsequent agreement that supersedes this MOA. KPB will also comply with state and federal criminal justice requirements and CPGH records retention policy for retention of access logs, database maintenance, and audit trails. CPGH will promptly provide KPB with a copy of the current applicable CPGH records retention policy for such records. Thereafter, CPGH agrees to promptly provide KPB copies of any changes to the applicable provisions of its records retention policy for the above-described records.

Audio recordings of telephone calls and radio traffic must be maintained by SPSCC for three years unless otherwise required by law or CPGH records retention policy. CPGH agrees to promptly provide the current records retention schedule for such recordings. CPGH agrees to promptly provide KPB copies of any changes to the relevant provisions of its records retention policy applicable to the above-described records.

Nothing in this Section nor any other Section of this MOA may be construed as obligating KPB to comply with the requirements of AS 12.36.200, "Preservation of evidence" or any other evidence preservation requirements. CPGH will be solely responsible for complying with the requirements of AS 12.36.200 or any other evidence preservation requirements, to include requesting and retaining copies of written or electronic records held by KPB in support of this MOA in order to comply with AS 12.36.200 or any other evidence preservation requirements. It will be CPGH's sole responsibility to determine whether such records fall under the purview of AS 12.36.200 or other evidence preservation requirements.

7. SURGES IN SPSCC DEMANDS. If SPSCC experiences an unexpected demand for service, a manager or supervisor may contact MCT and request specific relief such as a pause in targeted activities. MCT will not unreasonably refuse these requests, but the Parties recognize

that public safety and MCT operational requirements may occasionally preclude any short-term changes to radio protocols.

## 8. MUTUAL AGREEMENTS.

- 8.1 This MOA will be governed by and construed in accordance with the laws of the State of Alaska.
- 8.2 This MOA will be incorporated into the current Operating Agreement, effective January 1, 2018, between KPB and CPGH.
- 8.3 KPB will not assign or delegate this MOA, nor any part of it, nor any right to any of the money to be paid under it, except with MCT's written approval.
- 8.4 KPB will submit an invoice to MCT by or before July 15 of each fiscal year. The payment will be due in full by September 30. If the payment is not received in full by the due date, KPB will e-mail notice of delinquency and add a fifteen percent delinquency fee to the invoice on the first day of each month the invoice remains unpaid.
- 8.5 KPB's fiscal year, and the basis for this MOA, is July 1 to June 30.
- 8.6 MCT is not responsible for and will not pay local, state or federal taxes. All costs associated with the MOA must be stated in U.S. currency.
- 8.7 This MOA is effective upon the date of last signature and will continue until superseded by a subsequent agreement between the Parties or as otherwise provided in this MOA.
- 8.8 Except for termination for non-payment, in the event that either Party desires to withdraw from this MOA before the end of the term, or any extensions thereof, written notice of termination must be provided no later than January 1 for the subsequent KPB fiscal year.
- 8.9 Each person signing this MOA warrants that he or she has authority to sign the MOA and to bind their respective entities. This MOA may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and each of which when executed will constitute an original and all of which together will constitute one and the same instrument. This MOA may be modified in writing with the consent of the Parties.
- 8.10 This document is the entire agreement of the Parties, who accept the terms of this MOA as shown by their signatures below. In the event the Parties duly execute any amendment to this MOA, the terms of such amendment will supersede the terms of this MOA to the extent of any inconsistency.

## 9. DEFINITIONS.

"24/7" means twenty-four hours a day, seven days a week.

"Continuous" means without interruption or delay.

“Dispatch” and “Dispatching” means the interpretation of requests 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.

“MCT” means the organization and functions of CPGH’s MCT. The MCT provides emergency mental health services. It provides de-escalation and relief to individuals experiencing a behavioral health crisis, including at home, work, school, or in the community. The MCT uses face-to-face interventions to de-escalate crises and connect people to appropriate services.

“MCT Dispatch Service Area” means the boundaries of the Central Peninsula Hospital Service Area.

“Monitoring” means the attention of dispatch personnel to a radio communications 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.

“SPSCC” means the regional dispatch center facility and organization owned and operated by KPB and located at 253 Wilson Lane, Soldotna, AK 99669.

10. NOTICE. When required under this MOA, notice must be provided to each Party by email and/or prepaid first-class mail delivered to the following addresses:

Central Peninsula General Hospital, Inc. / MCT  
[Insert proper contact information]

Kenai Peninsula Borough  
Soldotna Public Safety Communications Center  
Attn: Tammy Goggia-Cockrell, Emergency Communications Coordinator  
253 Wilson Lane  
Soldotna, AK 99669

**KENAI PENINSULA BOROUGH**

**CENTRAL PENINSULA GENERAL  
HOSPITAL, INC.**

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Peter A. Micciche, Borough Mayor

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Shaun Keef, CEO

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
A. Walker Steinhage, Deputy Borough  
Attorney

**ATTEST:**

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Michele Turner, CMC, Borough Clerk

(KPB Seal)