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 Alaska Department of Natural Resources, Division of Parks & Outdoor Recreation (State Parks), and the Kenai Peninsula Borough (KPB) on behalf of the Soldotna Public Safety Communications Center (SPSCC).

A. Purpose

The purpose of this MOA is to provide for the continuation of dispatch services for state park rangers on the Kenai Peninsula and southern portion of Chugach State Park. State park rangers conduct law enforcement patrols, participate in search and rescues, and respond to public safety incidents. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This MOA will establish a partnership between State Parks and the KPB, 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. The area that SPSCC will provide service will be from Mile 115 Seward Highway beginning at the Chugach State Park Office extending southbound on Seward Highway to include State Park facilities and trailheads off the Seward Highway and the Kenai Peninsula/Prince William Sound State Park facilities/area to include Homer and Seward. In addition, SPSCC will provide dispatch services extending to Eagle River for search and rescue services only.
- 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 SPSCC Policy and Procedure Manual, section 2016.

C. State Parks Shall:

1. Provide SPSCC with a list of all commissioned park rangers that includes contact information.

- 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 by providing SPSCC an updated shift
 calendar.
- 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 KPB the equivalent of \$51,631.87 for the borough's fiscal year 2022. The KPB will submit an invoice to State Parks by July 1 each year thereafter in an amount based upon the estimated cost incurred by SPCSS attributable to services provided by the SPSCC for State Parks. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date then this agreement shall terminate by the close of business the next business day.
- 2. The KPB's fiscal year, and the basis for this agreement, is July 1 to June 30.
- 3. 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.
- 4. This MOA is effective July 1, 2021 and valid through June 30, 2022. The MOA may be extended for one additional one-year term upon mutual written agreement of both parties.
- 5. Except for termination for non-payment, in the event that either party desires to withdraw from this Agreement 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.

counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and each of which when executed shall constitute an original and all of which together shall constitute one and the same instrument. This agreement may be modified in writing with the consent of all parties. KENAI PENINSULA BOROUGH STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES Charlie Pierce, Mayor Ricky Gease, Director Division of Parks & Outdoor Recreation AGREEMENT APPROVED AS TO ATTEST: FORM AND LEGAL SUFFICIENCY: Johni Blankenship, Borough Clerk Colette Thompson, Borough Attorney (KPB Seal) KPB ACKNOWLEGEMENT STATE OF ALASKA) ss. THIRD JUDICIAL DISTRICT The foregoing instrument was acknowledged before me this day of __, 2021, by **Charlie Pierce**, **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

6. Each person signing this Agreement warrants that he or she has authority to sign the Agreement and bind their respective entities. This Agreement may be executed in

STATE ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.)
	acknowledged before me this day of , State of Alaska Department of Natural Resources, Divisior on.
	Notary Public for the State of Alaska My Commission Expires