

DISPATCH SERVICES AGREEMENT BETWEEN

CITY OF SOLDOTNA

AND

THE KENAI PENINSULA BOROUGH

6-4-21 Draft

ARTICLE 1. PARTIES

The parties to this agreement are the City of Soldotna (COS) and the Kenai Peninsula Borough (KPB).

ARTICLE 2. PURPOSE

The KPB will provide dispatch services to the COS in accordance with the terms and conditions of this agreement.

ARTICLE 3. DEFINITIONS

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

"City" means the City of Soldotna.

"CJIS Security Policy" means the US Department of Justice Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy version 5.9 dated June 1, 2019.

"Continuous" means without interruption or delay.

"Dispatch" and "Dispatching" means the interpretation of request for service information and the transmission of that information to an agency for their response to the desired location, as well as the recording of communications related to that response.

"COS Dispatch Service Area" means the KPB and the geographic area served by only the City of Soldotna,

"COS" means the City of Soldotna

"FTE" means full time employee.

"KPB" means the Kenai Peninsula Borough.

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

"SPD" means the Soldotna Police Department located at 44510 Sterling Highway, Soldotna, AK 99669.

ARTICLE 4. Emergency services communications center advisory board.

The KPB agrees to submit an ordinance to the assembly to repeal KPB 2.60.040 concerning an Emergency Services Communications Center Advisory Board as it is outdated. The parties to this agreement agree to meet with each other and to invite representatives of all other paying user groups of the SPSCC, to consider proposing the establishment of a new Emergency Services Communications Center Advisory Board. Discussions shall include identifying the purpose and scope of an advisory board, if the parties agree this is appropriate, and membership of the board. If the KPB and all other parties reach an agreement on these issues then the KPB agrees to request the mayor or an assembly member submit an ordinance to the assembly to approve the formation of the board in accordance with the agreed provisions.

ARTICLE 5. EFFECTIVE DATE AND PERIOD OF AGREEMENT

The effective date of this agreement is the date of the last signature, on or after July 1, 2021. This agreement shall expire on June 30, 2022 unless otherwise amended in accordance with this agreement.

ARTICLE 6. SCOPE OF SERVICES TO BE PERFORMED BY SPSCC

KPB will provide the services described in this agreement in a manner that does not discriminate concerning the level of service provided based on calls from the public or the agency to which the call is directed, but which may be prioritized based on the nature of the call.

SPSCC is required to affirmatively identify any questions or issues with SPD methods, means, procedures or communications protocols that impact SPSCC's ability to provide services. SPD will respond in a timely manner with specific clarification or will undertake good faith consideration of SPSCC's proposed changes to operating procedures.

a. Facility

KPB will provide a secure facility for its operations sufficient to maintain 911 equipment and provide dispatch services to COS and will comply with the applicable requirements of CJIS Security Policy.

b. Administrative Calls

SPSCC staff will answer SPD administrative phone lines after normal business hours, on weekends, and on holidays. SPSCC staff will appropriately route administrative calls on behalf of SPD. SPD will be responsible for forwarding administrative calls to interface with the KPB-owned phone lines integrated into the 911 management software system. SPD will also be responsible for insuring SPD recipients of returned calls are provisioned with voicemail services for the purpose of message taking.

c. Dispatch Services

KPB will provide the personnel to staff the SPSCC and shall adhere to applicable industry standards when processing calls.

SPSCC staff will capture in CAD incident history all SPD staff or unit activities and status changes directed to SPSCC via radio or telephone, as well as service requests directed to SPSCC originating from SPD.

SPSCC staff will receive and record the availability and activity of any SPD member communicated through radio channels. This will include an off-duty SPD member using a radio to relay a call for service requirement for assignment to an on-duty SPD officer or a request for another agency to respond.

d. Radio Channels

All CJIS-related information and Personally Identifiable Information will only be transmitted on encrypted talk groups.

SPSCC staff will have the following 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 staff will monitor A Detachment talk groups on "Unselected" audio and monitored by dispatch personnel at one or more console positions 24 hours per day, seven days per week:

AST E (A) NCIC AST E (A) TRAF
AST E (A) TAC

SPD has provided SPSCC with a SPD-recommended list of Ten Code abbreviations which SPSCC and SPD staff will use over SPD radio talk groups.

As operational requirements change and demand for services increases, COS may request that one or more additional talk groups be monitored on a temporary basis. SPD is required to provide advance notification when possible.. KPB will provide its reasonable best efforts to allocate SPSCC staffing to accommodate surges in radio communications demands.

e. Computer Aided Dispatch

All calls for service that conform to SPD incident types shall be recorded in SPSCC's CAD system. SPSCC staff may codify and enter other incident types at its own discretion.

f. Database Inquiry and Update

SPSCC staff will monitor at least one APSIN/NCIC terminal position 24 hours a day, seven days per week. SPSCC staff will reply to APSIN/NCIC confirmation requests as received. Confirmation requests may be received through APSIN/NCIC/NLETS messaging or via telephone call. Confirmations to requesting entities will be provided within ten minutes or one hour as required by applicable CJIS standards.

g. ARMS Incident Entry

SPSCC staff will perform data entry of incident report information into the Automated Records Management System ("ARMS") based on the COS-provided incident types and officer activity within the COS Dispatch Service Area.

This information entry will include: CAD incident number, incident classification (type and priority), incident location, reporting party name, names of witnesses, victims, suspects, officer assigned, and, any involved vehicles. This data entry will only be required once per ARMS incident number (i.e., updates to ARMS incidents once created by SPSCC will be made by SPD personnel).

h. Special Operations

On occasion, SPD may deploy special operations teams that require specific dispatch support including temporary modifications to SPSCC's staffing requirements. SPD will include SPSCC staff in pre-operation planning to communicate specific roles and expectations of dispatch center support.

i. Surges in SPSCC Demands

If SPSCC experiences an unexpected demand for service, a manager or supervisor may contact SPD and request specific relief such as a pause in targeted enforcement activities.

SPD will in good faith consider these requests if they do not interfere with public safety priorities.

j. SPSCC Personnel

KPB will recruit, train and schedule sufficiently qualified personnel to perform the call taking and dispatch tasks required by this agreement.

ARTICLE 7. 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.

a. Remote Access

KPB will provide remote, read-only access to the KPB-owned CAD system (CAD View) to SPD personnel.

This access is intended to allow SPD to query CAD history for the purpose of

incident research and unit activity.

The SPD Chief or his designee will have unrestricted remote access to all dispatch records pertaining to SPD operations.

b. ARMS Access

KPB will provide for and support the installation of ARMS-capable computers and displays in the dispatch center.

c. Logging Recorder

KPB will provide for an audio recording system that will record and archive telephone calls and voice radio traffic. Communications to be recorded for SPD purposes include:

- All inbound and outbound 911 calls
- Inbound and outbound telephone calls identified specifically for SPD Radio talk groups to be recorded for SPD 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. COS will be responsible for costs associated with making copies for all SPD related audio records at the rate for time spent researching and preparing the records as allowed under the Public Records Act.

ARTICLE 8. RELEASE OF INFORMATION

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, and shall release such records to the extent required by applicable law. The KPB shall contact the SPD Chief prior to releasing any SPD related records and obtain approval to release any such records.

a. Records Requests

KPB will route any SPD public records information requests for any SPD radio

traffic, 911 or administrative phone audio to SPD. Public requests for SPD information shall be forwarded to the City within one business day of receipt.

b. Public Reports

KPB shall release a report to the City by April 1, 2022, summarizing calls for service activity of the SPSCC for all SPD agency operations for the time period beginning on the effective date of this Agreement and ending February 28, 2022.

All records kept by KPB in support of this agreement shall be the property of KPB and these records shall be made available to SPD upon reasonable notice.

c. Records Retention

The ability for SPD to review written or electronic records held by KPB continues for six years after the termination of this agreement.

KPB will also comply with state and federal criminal justice requirements and COS records retention policy for retention of access logs, database maintenance and audit trails which is currently _____. COS shall promptly inform KPB of any changes to the relevant provisions of its records retention policy.

Audio recordings of telephone calls and radio traffic shall be maintained by SPSCC for five years unless otherwise required by law or COS records retention policy. The COS records retention schedule for such recordings is _____ years. COS shall promptly inform KPB of any changes to the relevant provisions of its records retention policy

ARTICLE 8. EQUIPMENT AND SERVICES TO BE PROVIDED BY COS

a. Inter-Agency Communications

SPD will identify a primary and secondary point of contact for SPSCC staff to use with 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.

b. Contact Information

SPD will provide a comprehensive listing of members to SPSCC staff to include telephone contact information and assigned radio designators. The list will be updated by SPD as changes occur. This list contains confidential information and will be protected from disclosure or further dissemination by KPB to the fullest extent allowed by law.

SPD will facilitate the provision of a list containing the statewide radio designators of all units using ALMR resources.

c. Operational Directives and Protocols

KPB will incorporate SPD policies and procedures as appropriate into SPSCC Policy and Procedures documentation as well as internal training and reference materials. KPB may, at its discretion, incorporate SPD protocols into automated (CAD) call taking screens.

d. APSIM/NCIC

KPB will continue to conform and comply with prior agreements relating to CJIS information including:

- CJIS Systems User Agreement
- Holder of Record Agreements for SPD
- SPSCC will remain the Terminal Access Control (TAC) for SPD
- SPD will remain the Local Agency Security Officer (LASO)

e. ARMS

SPD will provide SPSCC with user (application) access to ARMS for each dispatch and admin workstation position.

Subsequent CJIS audits of SPSCC may include ARMS data management activities performed by SPSCC.

f. Electronic Mail

All SPSCC employees will maintain KPB email accounts as their primary email communications system.

g. Technical Trouble Reporting

SPSCC staff will promptly notify appropriate on-duty SPD staff of any outage or interruption in service of any SPD or Alaska Office of Information Technology provided technology or telecommunications service.

ARTICLE 9. MANAGEMENT REPORTING

a. Annual Operating Budget and Staffing Plan

KPB will provide City a copy of the Mayor's proposed SPSCC Budget no later than March 1, 2022, including any changes to the proposed staffing of the SPCC.

b. Management Report.

KPB will provide a report to the City no later than March 15, 2022. The report will discuss the following related to SPD: activities performed under this agreement through January 31, 2022, call volume, any changes or proposed changes in staffing of the SPSCC, including changes to the number of FTE; revenue received by KPB from July 1, 2021 through February 28, 2022 for the E-911 surcharge; a copy of the annual review of the E-911 surcharge conducted pursuant to AS 29.35.131(a) and indicate revenue received by KPB from July 1, 2021 through February 28, 2022 from all other entities/service areas for SPCC operations.

In order for any recommendations for changes to budgetary items from the COS to be considered for the next fiscal year the COS must first submit them in writing to the KPB Emergency Communications Coordinator by April 1, 2022. It is anticipated this would be followed with a subsequent meeting with the mayor and Finance Director.

c. Ad Hoc Reporting

On an as-need basis with reasonable advance notice, SPSCC will provide SPD the following formal reports to include:

Significant Event After-Action Report

SPSCC activity related to incidents involving the SPD in multi-agency responses includes:

- Regional impact (e.g., earthquake, wildfire)
- Incidents resulting in fatalities
- More than five agencies responding to incidents lasting more than 48 hours

ARTICLE 10. COMPLIANCE WITH LAWS AND PERMITS

The KPB and City shall comply with all statutes, ordinances, rules, regulations, and requirements of all federal, state, and local governments and agencies and departments thereof which are applicable to the KPB for the services provided under this agreement and to the City for actions taken by the City under this agreement.

ARTICLE 11. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

ARTICLE 12. NO ASSIGNMENT OR DELEGATION

The KPB shall not assign or delegate this agreement, or any part of it, or any right to any of the money to be paid under it, except with the written approval of COS.

ARTICLE 13. INSURANCE

It is agreed that the KPB is self-insured and has purchased at its own expense and will maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. Certificates of self-insurance and excess coverage must be furnished to COS prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this agreement and shall be grounds for termination of KPB's services under this agreement. All insurance policies shall comply with and be

issued by insurers licensed to transact the business of insurance under Alaska Statutes (AS) Title 21.

Workers' Compensation Insurance: KPB shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.

Commercial General Liability Insurance: covering all business premises and operations used by the KPB in the performance of services under this agreement with minimum coverage limits of \$1,000,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the KPB in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

ARTICLE 14. CHANGES AND AMENDMENTS

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

ARTICLE 15. PAYMENT FOR SERVICES

The compensation for the scope of work outlined in this agreement for July 1, 2021 to June 30, 2022 shall be three hundred fifty thousand dollars (\$350,000). The City shall pay this amount in prorated quarterly payments, payable on July 15, October 15, January 15, and April 15. Any request for an adjustment to the time, scope, or cost of the agreement must be negotiated between the KPB and COS.

The COS is not responsible for and will not pay local, state, or federal taxes. All costs associated with the agreement must be stated in U.S. currency.

The COS is a government entity and it is understood and agreed that the COS's payments herein provided for may be paid from COS appropriations; and approval or continuation of an agreement is contingent upon COS appropriation and payment of sufficient funds for this purpose. KPB reserves the right to terminate the agreement in whole or part upon at least fourteen (14) days written notice if the COS fails, neglects, or refuses to appropriate sufficient funds as may be required for the COS to continue such payments as of the date of the notice, or if funds are not budgeted or otherwise available within fourteen (14) days of the date of the notice.

ARTICLE 16. NOTICES.

Notices: Notices by the parties pursuant to this agreement shall be in writing sent to the following addresses:

Borough Mayor
144 N. Binkley Street
Soldotna, AK 99669
Email: _____

City Manager
City of Soldotna
177 N. Birch Lane
Soldotna, AK 99669
Email: squeen@soldotna.org

ARTICLE 17. TERMINATION FOR DEFAULT

Either party may, in good faith, terminate this agreement for default at any time prior to its expiration date, for good cause shown, after first giving the other party at least ninety days prior written notice of default. Such notice shall with specificity identify the effective date of termination, the material contract provisions alleged to have been violated, and the facts supporting the claimed violation or violations. If the party receiving the notice has not cured the default by the identified termination date or commenced to cure the default and be diligently working to complete a cure, this agreement may be terminated by providing an additional written notice of termination.

The ninety (90) days' advance written notice of the alleged default in the agreement is intended to provide time for both parties to in good faith cooperatively address the identified violations and attempt to resolve the

matter. 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, as applicable. All funds due after termination will be established based on payments issued and charges incurred prior to termination and, as appropriate, a refund or bill will be issued and paid within 60 days of the date of termination.

ARTICLE 18. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the parties must participate in good faith in a formal mediation process. If the dispute is not resolved by mediation either party may file suit in the courts of the State of Alaska, Third Judicial District at Kenai.

ARTICLE 19. ENTIRE AGREEMENT

This document is the entire agreement of the parties, who accept the terms of this agreement as shown by their signatures below. In the event the parties duly execute any amendment to this agreement, the terms of such amendment will supersede the terms of this agreement to the extent of any inconsistency.

Signed and sealed by the parties on the dates shown:

CITY OF SOLDOTNA

KENAI PENINSULA BOROUGH

Stephanie Queen
City Manager

Charlie Pierce
Mayor

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Johni Blankenship, MMC
Borough Clerk

Colette Thompson
Borough Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Brooks Chandler
City of Soldotna Attorney

NOTARY ACKNOWLEDGMENT

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 in and for Alaska
My Commission Expires: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Stephanie Queen, City Manager of the City of Soldotna, an Alaska Municipal Corporation, for and on behalf of the Corporation.

Notary Public in and for Alaska
My Commission Expires: _____