

Introduced by: Mayor
Date: 06/15/21
Action: Adopted as Amended
Vote: 8 Yes, 0 No, 1 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2021-047**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH
NUMEROUS GOVERNMENTAL AGENCIES AND NONPROFIT ORGANIZATIONS
FOR SERVICES PROVIDED BY THE BOROUGH SOLDOTNA PUBLIC SAFETY
COMMUNICATIONS CENTER**

WHEREAS, the Kenai Peninsula Borough (“borough”) is in the process of changing its operation of the multi-agency E911 dispatch center, known as the Soldotna Public Safety Communications Center (“SPSCC”), from being jointly operated with the state to operating it alone and charging all responding agencies using the SPSCC services a fee for the services it provides; and

WHEREAS, as a part of this process the borough hired a contractor to conduct an audit of the services it provides to the numerous agencies and borough service areas so it could more accurately identify services provided and costs associated with the services provided to each such agency; and

WHEREAS, pursuant to Resolution 2021-035 the borough and the State of Alaska Department of Public Safety (“DPS”) have entered into an agreement in which the DPS pays the borough for services provided by the SPSCC; and

WHEREAS, in addition to the DPS, the SPSCC provides services to three other Alaska State agencies, five borough fire and emergency medical service (“EMS”) areas, three private volunteer fire and EMS organizations in the borough, the Soldotna Police Department, the US Forestry Service, US Fish and Wildlife Protection, and the National Oceanic and Atmospheric Administration; and

WHEREAS, the administration sent notice of this upcoming change to all of these entities in January, 2021 and followed up with a letter and proposed agreements sent to all agencies in mid-May, 2021; and

WHEREAS, the administration has received one signed agreement from the State of Alaska Department of Transportation & Public Facilities Measurement Standards & Commercial Vehicle Enforcement Division;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. That the mayor is authorized to execute agreements substantially similar to the accompanying agreements for the provision of E911 dispatch services with the following agencies:

Cooper Landing Emergency Services, Inc.
Moose Pass Volunteer Fire Company
Hope Sunrise Emergency Services, Inc.
US Fish & Wildlife Service Office of Law Enforcement
National Oceanic & Atmospheric Administration
State of Alaska, Dept. of Transportation, Commercial Vehicle Enforcement
State of Alaska, Department of Corrections
United States Department of Agriculture, Forest Services

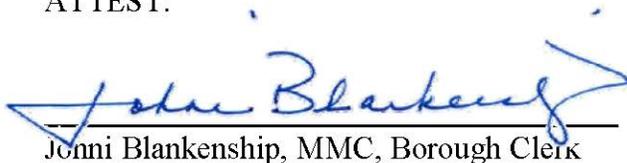
SECTION 2. That this resolution shall take effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 15TH DAY OF JUNE, 2021.

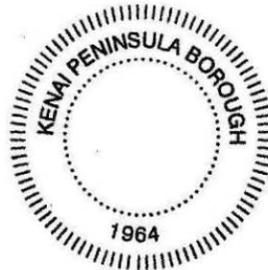


Brent Hibbert, Assembly President

ATTEST:



Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Derkevorkian, Dunne, Johnson, Hibbert
No: None
Absent: Elam

MEMORANDUM OF AGREEMENT
BETWEEN _____ AND
THE KENAI PENINSULA BOROUGH
FOR DISPATCH SERVICES

This Memorandum of Agreement (MOA) is hereby entered into by and between the _____ 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 _____ officers. _____ officers 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 the _____ and KPB, on behalf of the SPSCC, that will enhance communication and interaction between these organizations.

B. SPSCC Shall:

1. Provide radio dispatch coverage for the officers within the _____ in addition to public safety incidents handled by SPSCC. SPSCC will notify _____ officers of any incidents that occur in _____.
2. Be responsible for processing criminal justice information queries into the Alaska Public Safety Information Network (APSIN) on behalf of the _____ officers covered by this agreement.
3. Conduct regular welfare checks on the _____ officers consistent with the SPSCC Policy and Procedure Manual, section 2016.

C. _____ Shall:

1. Provide SPSCC with a list of all commissioned officers that includes contact information.
2. Provide SPSCC with a schedule of when _____ officers are working. _____ 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 _____ officer to contact SPSCC and identify when they are in and out of service.
4. Require each _____ officer 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. _____ shall pay the KPB \$_____ for the year commencing July 1, 2021. The KPB will submit an invoice to _____ 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 _____ while this agreement remains in effect. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date, KPB will issue a notice of default and this agreement shall terminate 30-days thereafter if payment is not received by that date
2. The KPB's fiscal year and the basis for this agreement is July 1 to June 30.
3. 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.
4. Except for termination for non-payment, in the event that either party desires to withdraw from this Agreement before the end of the one year term, or extension of the Agreement if the parties agree as provided in Section D(3), written notice of termination must be provided no later than January 1 for the subsequent KPB fiscal year.
5. 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 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.

E. Notice.

When required under this agreement notice shall be provided to each party by prepaid first class mail delivered to the following addresses:

[Agency Contact Info]

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

KENAI PENINSULA BOROUGH

[AGENCY NAME]

Charlie Pierce, Mayor

[Title]

ATTEST:

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

Johni Blankenship, Borough Clerk

Colette Thompson, Borough Attorney

(KPB Seal)

KPB ACKNOWLEDGEMENT

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 _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____.

Notary Public for the State of Alaska
My Commission Expires _____

MEMORANDUM OF AGREEMENT
BETWEEN _____ AND
THE KENAI PENINSULA BOROUGH
FOR DISPATCH SERVICES

This Memorandum of Agreement (MOA) is hereby entered into by and between _____ 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 _____. The SPSCC, a KPB department, provides dispatch services to the KPB and other agencies. This MOA will establish a partnership between _____ and the KPB, on behalf of the SPSCC, that will enhance communication and interaction with these organizations.

B. SPSCC Shall:

1. Answer and process all emergency medical and fire calls for service utilizing International Academy of Emergency Dispatch medical and fire protocols in the _____ response area via the 911 system or other sources, and dispatch and track responding units via the radio.
2. Provide structure fire timer alerts and welfare checks for units on scene on all calls for service.
3. Provide run reports from the Computer Aided Dispatch- System (CAD) for call information and time stamps.
4. Provide notification of utility companies and other ancillary agencies when necessary.

C. Cooper Landing Emergency Services Shall:

1. Coordinate with appropriate 911 staff with CAD unit maintenance.
2. Participate and contribute to SPSCC Working Group communicating needs and requests for policy changes.

D. It is Mutually Agreed by all Parties That:

1. _____ shall pay the KPB \$_____ for the borough's fiscal year 2022. The KPB will submit an invoice to _____ 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 _____ while this agreement remains in effect. The payment will be due in full by September 30 each year. If the payment is not received in full by the due date, KPB will issue a notice of default and this agreement shall terminate 30-days thereafter if payment is not received by that date.
2. The KPB's fiscal year, and this basis for this agreement, is July 1 to June 30.
3. 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.
4. 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.
5. 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 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.

E. Notice.

When required under this agreement notice shall be provided to each party by email and/or prepaid first class mail delivered to the following addresses:

[Agency Contact Info]

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, **President**, _____.

Notary Public for the State of Alaska
My Commission Expires _____

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, **Secretary**, _____.

Notary Public for the State of Alaska
My Commission Expires _____