

**SOLDOTNA PUBLIC SAFETY COMMUNICATIONS CENTER
COMPUTER AIDED DISPATCH (CAD) SERVICES AGREEMENT
BETWEEN CITY OF HOMER AND KENAI PENINSULA
BOROUGH**

This *Soldotna Public Safety Communications Center Computer Aided Dispatch (CAD) Services Agreement Between City of Homer and Kenai Peninsula Borough* (hereinafter the "agreement"), effective on the date of the last signature, is between the Kenai Peninsula Borough ("Borough"), an Alaska municipal corporation, 144 North Binkley Street, Soldotna, Alaska 99669, and the City of Homer ("City"), an Alaska municipal corporation, 491 E. Pioneer Avenue Homer, AK 99603. In this agreement, the Borough and the City are jointly referred to as the "parties."

WHEREAS, in 2011, the Soldotna Public Safety Communications Center ("SPSCC") completed the installation of a Computer Aided Dispatch System ("CAD") at the Primary PSAP, located at the SPSCC, 253 Wilson Lane, Soldotna; and

WHEREAS, the City's Public Safety Answering Point ("PSAP") has requested access to the CAD system installed at the Borough's SPSCC to support law enforcement and emergency response operations; and

WHEREAS, the City PSAP's personnel training and system maintenance efforts are important to ensure proper and consistent use of mission-critical systems such as CAD and other integrated technologies for the mutual benefit of both parties. In order to assure continued interoperability, it is necessary for the parties to cooperatively implement the installation, training, and continued sustainability of the CAD system in the future; and

WHEREAS, continued enhancement and future development of CAD and related mission-critical systems requires the parties to share the associated costs in a manner that is fair and meets both party's needs; and

WHEREAS, partnering on projects that involve the integration of mission-critical systems is an important aspect of 9-1-1 call-taking and the dispatch of first responders by PSAPs. The public interest is best served by ensuring cooperation through this agreement;

NOW, THEREFORE, for good and valuable consideration including the performance of the terms and conditions of this agreement, the parties do hereby agree as follows:

SECTION 1. Data Security. The City is responsible for complying with all confidentiality laws and requirements for any information that may be viewable on the CAD system at the City PSAP facility by their employees, contractors, or other third parties. Incident information within the CAD system may contain law enforcement and Criminal Justice Information Service ("CJIS") data retrieved from federal, state or

international sources and can only be accessed for authorized criminal justice purposes as governed by state and federal law. Access to Alaska Public Safety Information Network ("APSIN") data requires successful completion of a certification exam under Alaska law.

All information accessed through the CAD system shall be treated as strictly confidential and, except as provided below, shall not be disclosed or provided to any agency, company, employee, contractor, or other third party who has not signed a Data Confidentiality Agreement. In the case of criminal justice information, a signed Criminal Justice Information System ("CJIS") user agreement with the Alaska Department of Public Safety is also required. A PSAP may release its own data from either the CAD or 911 systems for administrative purposes, emergency purposes, investigative purposes, prosecutorial purposes, and public records act purposes.

User access to CAD incident data for any purpose other than performing a legitimate job function or complying with a specific supervisor request is prohibited. Due to the nature of criminal justice data ownership and medical data sensitivity, any violation of the data security rules may result in removal of user privileges until the situation is reviewed and resolved by appropriate management.

The City PSAP management is responsible for ensuring that their employees receive training and demonstrate understanding of data security issues, including but not limited to: knowing when they are authorized to access the system, what information they can access in the system, when information can be shared from the system, and how information from the system can be disseminated. Users may face administrative and/or criminal proceedings if found to have misused the system.

SECTION 2. Training. The City is responsible for all scheduling, costs, and other logistics related to CAD vendor training of City of Homer staff, and for any training relevant to their specific functional needs beyond the core CAD feature set. The City will be responsible for any ongoing training costs for enhancements purchased to augment the basic core CAD System. This also includes but is not limited to training related to staff turnover and ancillary feature training.

SECTION 3. Borough Responsibilities. The Borough:

1. Paid the costs associated with installation and initial training for the core CAD system. The Borough will continue to pay for the software licensing for the core CAD system during the life of this agreement, and will maintain system-relevant server functionality. The Borough reserves the right to define "core" features as it relates to licensing options; typically, "core" will be defined as those components required providing basic dispatch functionality for the SPSCC.

2. Will be responsible for the maintenance and continuing functionality of the physical enterprise network that the CAD system functions on for the life of this agreement. This shall include metro area CAD connectivity, whether it is provided privately or commercially, as well as routers and switches.

3. Will be responsible for security and safety of the local CAD network in the City PSAP. This shall include anti-virus, security, and intrusion protection as well as resource permissions. This network shall be exclusively designated for use only for Borough designated 9-1-1/CAD functionality. All other use is prohibited, unless the Borough grants permission in writing. Notwithstanding, this provision does not apply to physical site security (such as locked access and surveillance systems) at the City PSAP. Physical site security that will be under the control of the City and remain the responsibility of the City.

4. Will be responsible for upgrading, repairing and replacing as necessary all network and server hardware associated with the Borough's CAD system installation.

5. Will be responsible for overseeing all CAD and 911 system trouble ticket submissions to maintain consistency and manageability between all Partner Agencies for benefit of public safety and to limit potential impact on other systems. Trouble tickets will be submitted to the CAD vendor by KPB personnel only. Trouble reports shall be sent to G_Notify_911_CAD_Admin@kpb.us.

SECTION 4. City Responsibilities. The City shall:

1. Provide space, electricity, intertie connections, and proper network wiring for the CAD system installed in the City PSAP, according to Borough standards. The City PSAP IT personnel responsible for workstation maintenance will collaborate with the SPSCC 9-1-1 Technical Specialist to triage and resolve issues relating to 9-1-1 and CAD workstation hardware and connectivity;

2. Reimburse the Borough for the City's fair share of the annual CAD system Software Maintenance fees as billed by the CAD vendor, Tyler Technologies, starting with the fees for Fiscal Year 2023. These fees are calculated by equally dividing the costs of shared ancillary services such as Mobility Server Maintenance, Mobility Hosting Fees, CAD AVL Maintenance, CrewForce Fire Dispatch and Mapping Maintenance, EPCR Interface, Mobile Site License Maintenance, and Fire Dispatch/Messaging Maintenance between Partner Agencies and adding the cost of three CAD stations (3/19 of the cost of CAD core functionality maintenance) plus any additional Tyler services solely used by the city. The estimated cost of the City's share for FY2023 is \$13,341.30. The parties further agree that City PSAP access to the CAD system is expected to start sometime in FY2022 and the City will be billed directly by the vendor at a pro-rated rate for the City's share of the annual Software Maintenance fees for FY2022;

3. Remit payment for all invoices issued by the Borough for costs described in this Section within a net 30 days after receipt of the invoice;

4. Be responsible for the purchase, maintenance, repair, and replacement of any physical workstation hardware including but not limited to computers, displays, and keyboards that are located within the City PSAP that were not associated with the original - 2011 - CAD workstation installations;

5. Be responsible for connectivity infrastructure from the switch port to the end device. The City, however, is not responsible for the connectivity infrastructure of the switch port. The City will have an ongoing responsibility for ancillary functionality

support as defined in Section 5. The City will also be responsible for the ongoing compatibility of their chosen records management system (RMS). This shall include consultation with the SPSCC 9-1-1 Technical Specialist for any system upgrades to either CAD or RMS that may impact compatibility. The Borough must approve any hardware component replacement proposed by the City prior to use or installation by the City;

6. Be responsible for physical site security at the City PSAP;
7. Allow access at all times to KPB Personnel to perform maintenance on Borough equipment;
8. Immediately report City PSAP CAD system faults to the SPSCC 9-1-1 Technical Specialist through the City PSAP Manager.

SECTION 5. Ancillary System Management and Costs. The cost of licensing for any additional features for individual workstations beyond core functionality, also known as ancillary functionality, will be the financial responsibility of the City. Similarly, the City will be responsible for the costs associated with the installation of any additional workstations beyond those initially installed by the Borough. The Borough reserves the right to define ancillary functionality, but typically "ancillary" will be defined as value added features outside the scope of core dispatch functionality.

The City will purchase all licensing, hardware and software according to Borough standards, in order to maintain equipment and "version" consistency across Partner Agencies.

If the City PSAP interfaces with the Borough's CAD system through client mobile data computer ("MDC") projects or records management system ("RMS"), they will consult with their own technical support and the SPSCC 9-1-1 Technical Specialist to purchase equipment and licensing, and to contribute to added maintenance and service under existing Borough contracts with vendors. MDC and RMS are considered to be ancillary functions.

Any ancillary integration to the CAD system must receive prior approval from the Borough and be fully covered under the vendor's maintenance agreement. The Borough may require ancillary feature version upgrades to guarantee overall system compatibility, uniformity and security. Support for ancillary functionality will be the sole responsibility of the City. The Borough will retain the right to mandate training requirements and to identify City PSAP staff authorized to provide field support for ancillary functionality, ensuring that this responsibility is effectively managed by the City PSAP.

The City will remit payment for all invoices issued by the Borough for costs described in this Section within a net 30 days after receipt of the invoice.

SECTION 6. System Modifications. No software modifications are permitted by the City without initial consultation with the SPSCC 9-1-1 Technical Specialist and express

written permission of the Borough. This requirement is necessary to maintain consistency and manageability between all Partner Agencies for benefit of public safety and to limit potential impact on other systems. The KPB has sole discretion to assign permissions and other user privileges. Any maintenance functions that have a Global Impact must be requested to the KPB and performed by the SPSCC 9-1-1 Technical Specialist or SPSCC CAD Administrator. "Global Impact" being defined as any change or addition to the CAD system with the potential to affect more than one agency.

SECTION 7. Equipment Ownership. All equipment purchased by the Borough shall remain the property of the Borough. The Borough, at its discretion, may remove such equipment upon termination of this agreement. At its discretion, the Borough may also repair and replace such equipment at any time. All equipment purchased by the City shall remain the property of the City and the City may repair and replace such equipment, at its discretion, at any time. CAD workstation replacement must be coordinated with the SPSCC 9-1-1 Technical Specialist to assure proper installation/configuration of CAD client software.

SECTION 8. Term. This agreement shall take effect immediately upon approval and signature by both the City and the Borough and shall continue in effect unless terminated by either of the parties as described in Section 9.

SECTION 9. Termination. The agreement may be terminated by either party, without cause. **A party wishing to withdraw from and terminate this agreement shall provide written notice to the other party on or before March 2nd of the year termination is sought. Such termination shall be effective as of the July 1st date immediately following the notice, unless otherwise agreed in writing by both parties.**

In the event of a breach of any term or condition of this agreement, the non-breaching party must provide notice within 10 days of becoming aware of the breach. If the breaching party fails to cure the breach within 10 days of receiving the notice, the non-breaching party may terminate this agreement immediately and arrange for the return all Borough and/or City owned equipment, as applicable. Upon termination of this agreement for cause, the City shall promptly reimburse the Borough for the prorated balance remaining of funds paid in advance for services provided pursuant to this agreement. This includes services provided from the date the agreement is terminated through the withdrawal period. Additionally, the Borough shall be entitled to peaceably enter the City PSAP premises and repossess all Borough owned equipment. The breaching party shall be responsible for all costs and actual reasonable attorney fees associated with a termination for cause.

SECTION 10. Assignment. This agreement is not assignable or transferable.

SECTION 11. Compliance with Law. Both parties agree to comply with any applicable provisions of federal, state and borough laws in providing services under this agreement.

SECTION 12. Amendments. Any modifications to the terms of this agreement will be addressed by amendments signed by both parties, which will be attached as appendices to this agreement.

SECTION 13. Counterparts. The agreement may be executed in counterpart, each of which when so executed and delivered shall be considered an original and all of which when taken together will constitute one and the same instrument.

CITY OF HOMER



By: Bob Dumouchel

Title: CITY MANAGER

DATED: 15 OCT 24

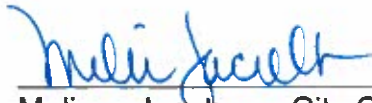
KENAI PENINSULA BOROUGH

By: Charlie Pierce

Title: Mayor

DATED: _____

ATTEST:



Melissa Jacobsen, City Clerk

ATTEST:

Johni Blankenship, Borough Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Sean Kelley, Deputy Borough Attorney

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 the corporation on behalf of the corporation.

Notary Public for State of Alaska
My Commission Expires: _____

CITY OF HOMER ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 15th day of October 2021, by Rdo Dumouchel, the City Manager for the City of Homer, an Alaska municipal corporation, for and on behalf of the corporation.

Bobbie R Krause
Notary Public for State of Alaska
My Commission Expires: 08/06/23

