

Prepared by: Attorney  
Adopted: May 10, 2004  
Vote: Unanimous; Cox absent

CITY OF WASILLA  
RESOLUTION SERIAL NO. 04-21

**A RESOLUTION OF THE WASILLA CITY COUNCIL AUTHORIZING AN AGREEMENT TO PROVIDE POLICE DISPATCH SERVICES TO THE STATE OF ALASKA, DEPARTMENT OF PUBLIC SAFETY, AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER AN AGREEMENT TO PROVIDE SUCH SERVICES, AND PROVIDING FOR RELATED MATTERS.**

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WHEREAS, The Wasilla City Council urges administration to seek efficiencies in providing services to its residents; and

WHEREAS, the City of Wasilla (the "City") has established a new regional dispatch center ("MatCom") at the Wasilla Police Department; and

WHEREAS, MatCom has been designed, and will be staffed, to serve as a consolidated dispatch center for public safety agencies that serve communities in the Matanuska-Susitna Borough; and

WHEREAS, the State of Alaska, Department of Public Safety ("DPS") presently provides dispatch services for commissioned and partially commissioned personnel working in Anchorage, Big Lake, Girdwood, Glennallen, Palmer, Talkeetna and Valdez from its own dispatch facility at Fort Richardson; and

WHEREAS, consolidating dispatch services for the City and DPS at MatCom will result in economies of scale and improve the delivery of law enforcement services by each party; and

WHEREAS, the City and DPS have negotiated terms of a draft Dispatch Services Agreement (the "Agreement") under which the City will provide police dispatch services to DPS, which Agreement is now before this meeting; and

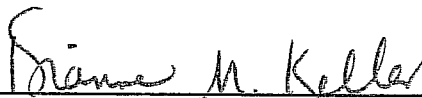
WHEREAS, under the terms of the draft Agreement, the City would provide dispatch services to DPS for a term of five years, with DPS paying a share of the budgeted cost for

MatCom, one half of which is based on the number of each agency's dispatch service users, and one-half of which is based on the annual number of case or incident files opened by each agency; and

WHEREAS, the Council finds that entering into the Agreement will serve a public purpose and is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Wasilla City Council that the form and content of the Agreement hereby are in all respects authorized, approved and confirmed, and the Mayor hereby is authorized, empowered and directed to execute and deliver to DPS the Agreement on behalf of the City in substantially the form and content now before this meeting, with such changes, modifications, additions and deletions therein as shall to her seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the Mayor hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

ADOPTED by the Wasilla City Council, Alaska, on May 10, 2004.

  
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DIANNE M. KELLER, Mayor

ATTEST:

  
\_\_\_\_\_  
KRISTIE SMITHERS, MMC  
City Clerk

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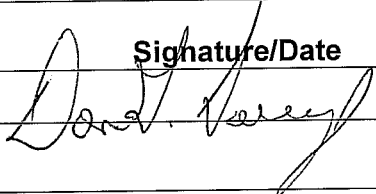
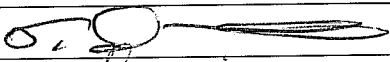
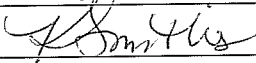


**CITY OF WASILLA  
LEGISLATION STAFF REPORT**

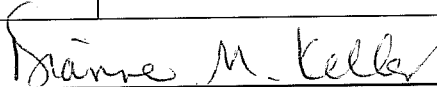
**RE: RESOLUTION SERIAL NO. 04-21, DISPATCH SERVICES FOR DEPARTMENT OF PUBLIC SAFETY**

Agenda of: May 10, 2004  
Originator: Don Savage, Police Chief

Date: May 5, 2004

Route to:	Department	Signature/Date
X	Police	
	Recreational and Cultural Services Library, Museum	
	Public Works Planning	
X	Finance *signature required	
X	Clerk	

REVIEWED BY MAYOR DIANNE M. KELLER:



FISCAL IMPACT:  yes\$ or  no

Funds Available  yes  no

Account name/number:

Attachments:

**SUMMARY STATEMENT:**

Over the past several months, the City of Wasilla staff has been negotiating with the Alaska Department of Public Safety to provide police dispatch services for the Anchorage, Big Lake, Girdwood, Glennallen, Palmer, Valdez and Talkeetna areas.

Negotiations are nearing conclusion and it is apparent that an agreement for long-term dispatch services has been reached and upon agreement, these services will commence on July 1, 2004.

DISPATCH SERVICES AGREEMENT

AGREEMENT (the "Agreement") dated as of the 1<sup>st</sup> day of \_\_\_\_\_ 2004, by and between the City of Wasilla ("Wasilla"), an Alaska municipal corporation, and the State of Alaska, Department of Public Safety ("DPS") for the provision of dispatch services to DPS and establishing the terms of service and of compensation for those services.

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For and in consideration of the premises and the mutual covenants herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01, when used in this Agreement, shall have the following meanings, such definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) "AST" means the Alaska State Troopers.

(b) "Dispatch Service Area" means the area primarily within but not limited to Southcentral Alaska that is served by DPS personnel assigned to Anchorage offices, Valdez Post, Glennallen Post, Talkeetna Post, Big Lake Post, and Palmer area offices, and which is described approximately as the area with a boundary commencing at the intersection of the northern boundary of Wrangell-Saint Elias National Park and Preserve with the Canadian border, then south along the Canadian border to its intersection with the eastern extension of the southern boundary of the Municipality of Anchorage, then west along such eastern extension (to include the Cities of Valdez and Whittier) and along the southern boundary of the Municipality of Anchorage to its intersection with the boundary of the Matanuska-Susitna Borough, then west, north, northwest and east along the boundary of the Matanuska-Susitna Borough to the northeast corner of the Matanuska-Susitna Borough, then southeast along the Alaska Range and the Mentasta Mountains to the corner of the Wrangell-Saint Elias National Park and Preserve boundary near Suslota Creek, and then east along the Wrangell-Saint Elias National Park and Preserve boundary to its intersection with the Canadian border.

(c) "DPS" means the Department of Public Safety of the State of Alaska.

(d) "DPS Representative" means the Commissioner of DPS or a designee.

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Deleted: The term "Dispatch Service Area" is meant to describe the are in which MatCom will provide primary dispatching services to the DPS personnel assigned to Anchorage offices, Valdez Post, Glennallen Post, Talkeetna Post, Big Lake Post, and Palmer area offices. However, DPS is a statewide organization and one of the requirements of providing dispatch services to DPS is to insure that all calls received, regardless of the geographic source, are communicated to the appropriate post or office, regardless of the geographic location of the post or office, using the same screening and prioritization criteria as those received from or intended for the primary geographic area described l this section.
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(e) "Fiscal Year" means the state fiscal year which is a 12-month period beginning on July 1 of one year and ending on June 30 of the following year.

(f) "MatCom" means the regional dispatch center currently located at the Wasilla Police Department.

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(g) "Wasilla" means the City of Wasilla, an Alaska municipal corporation.

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(h) "Wasilla Representative" means the Chief of Police of Wasilla or a designee.

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**ARTICLE II  
REPRESENTATIONS AND WARRANTIES**

Section 2.01 Representations and Warranties of Wasilla. Wasilla represents and warrants that:

(a) It is a municipal corporation duly organized and existing under the constitution and laws of the State. Under such constitution and laws it has duly authorized the execution and delivery of this Agreement. It will do or cause to be done all things necessary to maintain its existence in full force and effect.

(b) Neither the execution nor the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a material breach of the terms, conditions or provisions of any agreement, instrument or governmental order to which it is a party or by which it is bound, or constitutes a default under any of the foregoing.

Section 2.02 Representations and Warranties of DPS. DPS represents and warrants that:

(a) It has duly authorized the execution and delivery of this Agreement under the constitution and laws of the State. It will do or cause to be done all things necessary to maintain its existence in full force and effect.

(b) Neither the execution nor the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a material breach of the terms, conditions or provisions of any agreement, instrument or governmental order to which it is a party or by which it is bound, or constitutes a default under any of the foregoing.

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**ARTICLE III  
SERVICES TO BE PROVIDED BY WASILLA**

Section 3.01 Dispatch Services. Wasilla shall provide the following services to DPS:

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(a) 24 hours per day, seven days per week police dispatching services including both routine and emergency operations. The services will include receiving emergency and non-emergency requests for service from members of the public, other agencies and from internal sources; recording pertinent and appropriate information concerning those requests and dispatching the information to appropriate entities within DPS for necessary action. All calls received by MatCom, regardless of geographic source, shall be communicated to the appropriate DPS post or office, whether or not located within the Dispatch Service Area, using the same screening and prioritization criteria as calls received from, or requesting service within, the Dispatch Service Area.

(b) Process all calls for service received by any means such as 911, E911 or business telephone systems, radio, email, facsimile or any other means by which a call for service can be received.

(c) Prompt dispatching of calls for service, normally by means of radio or telephone but that may be accomplished by any means appropriate to the particular call for service.

(d) Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and providing to DPS such records of calls as DPS may request from time to time.

(e) Provide the services described above in a manner that does not discriminate based on callers or the agency to which the call is directed, but which may be prioritized based on the nature of the call.

Section 3.02. Special Event/Special Need Dispatch Services. In addition to the Dispatch Services described in Section 3.01, at the written request of DPS Wasilla will provide dispatch personnel in addition to the staffing level described in Section 3.03 when required to meet the demand associated with special events or protracted emergency situations. Services provided under this section will be under the same standards as but in addition to those services provided under other sections of this Agreement and shall not change the requirements or cost of the other services. Services provided under this section will be separately billed by event within 30 days of the end of the event and at the rate agreed upon in Appendix C.

Section 3.03 MatCom Personnel.

MatCom shall be staffed at all times with at least three dispatcher positions of which one may be a supervisor. No more than one of the required dispatchers may be absent at any time due to one of the following causes:

- (a) Paid time off;
- (b) Vacancy of a position; or
- (c) Required dispatcher training.

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MatCom personnel shall be employed by and employees of the City of Wasilla and shall be supervised by the City of Wasilla.

Section 3.04 Required Training of Dispatchers. All dispatchers employed by Wasilla at MatCom shall have, at a minimum, the following training, skills or experience:

- (a) Basic telephone answering including all functions of the MatCom telephone system;
- (b) Use of the MatCom computer system;
- (c) Use of the Alaska Public Safety Information Network (APSIN) or its successor, the National Crime Information Center (NCIC), and the National Law Enforcement Telecommunications System (NLETS) and their respective policy and security manuals and requirements;
- (d) MatComMatCom policy and procedures manual;
- (e) Knowledge of DPS, including the contacts and chain of command of DPS, as required by DPS and using information provided by DPS including the DPS Operating Procedures Manual and any local policies and procedures applicable to dispatch services.
- (f) Knowledge of the city and community boundaries within the Dispatch Service Area;
- (g) U.S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and
- (h) Use of Enhanced 911 (E-911) software and system.
- (i) Knowledge of the use of police radios and the procedures and legal requirements for use of same.

(j) Knowledge of the use of MatCom and DPS email systems.

(k) Knowledge of mapping and other software as well as information indexes, paper maps, the Internet and other tools used to assist in determining locations, addresses and other information beneficial to the dispatching effort.

(l) Knowledge of other resources available such as DPS and other aircraft, fire departments, EMS services, search and rescue responders; other response agencies such as the Departments of Environmental Conservation, Fish and Game, Military and Veteran's Affairs, FBI, DEA, BATFE, and USFWS that might need to be notified or contacted for relevant roles in various events. Knowledge of these resources includes maintaining a record of contact information as provided by the various organizations by updating the information as new information is provided.

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(m) Within one year of employment, each MatComm dispatcher shall undergo formal dispatch training selected and provided by Wasilla P.D. The training shall be equivalent in quality to emergency dispatch courses such as those offered by any of several nationally recognized commercial vendors such as Public Safety Training Consultants, PowerPhone or Priority Dispatch Corporation. Persons currently or newly employed by Wasilla P.D. who have had comparable training whether while employed at Wasilla P.D. or elsewhere within the preceding 3 years shall be considered to have met this requirement.

Section 3.05 DPS Equipment, Software and Services. Wasilla shall promptly notify DPS of any operational problems or malfunctions of critical components within MatCom, or DPS provided equipment, software or services. Wasilla will not modify, alter or place any software on any equipment provided through DPS without the prior written approval of DPS, which shall promptly respond to any request from Wasilla for such approval.

Section 3.06 CAD and MDT Services. The computer aided dispatch (CAD) and mobile data terminal (MDT) services designed and built into the MatCom dispatch center are part of the Dispatch Services to be provided to DPS as described in Section 3.01 and are part of the cost of those services with the exception of the purchase of any equipment and software necessary to extend those services into DPS vehicles, offices or geographic areas not currently served by the transmitters and repeaters established by Wasilla P.D.

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Section 3.07 No Release of DPS Documents or Information. Wasilla will not release any DPS documents, policies, procedures, news releases, or other information related to DPS without express permission from DPS. All such requests will be immediately referred to the closest or otherwise most appropriate DPS office.

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**ARTICLE IV  
EQUIPMENT AND SERVICES TO BE PROVIDED BY DPS**

Section 4.01 Equipment and Services to Be Provided by DPS. DPS shall provide the following at its expense:

(a) Provide data and telephone connections necessary to communicate with Southcentral DPS offices and personnel without toll charges. Providing the connections means providing the installation of and ongoing maintenance costs for the lines and circuits necessary to provide the toll free communication with the DPS offices in the Dispatch Service Area. Other toll charges incurred in the course of providing the dispatch services will be incorporated as part of the base cost of those services and not billed for separately.

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(b) Provide updates to the DPS Operating Procedures Manual (OPM) and relevant local policies or procedures as changes or additions occur but at least annually, provide an updated OPM and any local policies and procedures that are relevant to dispatching DPS personnel;

(c) At the outset of the agreement, provide a complete copy of the Anchorage DPS dispatch center manual for incorporation into the MatCom dispatch manual as appropriate. On an ongoing basis, provide modifications or additions as needed and participate in an ongoing review process to insure that information in the manual is complete and accurate.;

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(d) Provide DPS personnel with equipment necessary to communicate with MatCom for dispatch purposes;

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(e) Promptly notify Wasilla of any errors or omissions by Wasilla, whether operational or otherwise, so that Wasilla may cure the problem.

Section 4.02 No Release of Wasilla Documents or Information. DPS will not release any Wasilla documents, policies, procedures, news releases, or other information related to Wasilla without express permission from Wasilla. All such requests will be immediately referred to Wasilla P.D.

**ARTICLE V  
PAYMENT FOR SERVICES**

Section 5.01 Payment for Services. With the exception of those services requested under Section 3.02. "Special Event/Special Need Dispatch Services", DPS shall pay Wasilla for dispatch services described in Article III on a quarterly basis upon receipt of a billing from Wasilla. Each billing will reflect ¼ of the total annualized cost of the dispatch services based on the formula and adjustments described in Appendix A and made a part of this Agreement by completion and signing of Attachment C for the

current fiscal year. Dispatch services will be prepaid. The billings and subsequent payments will be for the quarterly period following the date of the billing.

Section 5.02 Payment for Special Event/Special Need Dispatch Services. DPS shall pay Wasilla P.D. for dispatch services described in Section 3.02. "Special Event/Special Need Dispatch Services" based on the per hour rate as described in Appendix C and made a part of this Agreement by completion and signing of Attachment C for the current fiscal year. Billings for special event services will be processed promptly and payment made within 45 days of receipt of the billing. Billings and payments for services in this section will be processed after the services are rendered and will be for actual rather than anticipated services. Travel and per diem costs for Wasilla personnel associated with provision of services under this section will be borne by DPS and will be accounted for separately from this agreement and under the rules and provisions established in section 60 of the Alaska Administrative Manual concerning third party travel.

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## ARTICLE VI TERM

Section 6.01 Initial Term. The initial Term shall commence on July 1, 2004, and shall expire at midnight on June 30, 2009.

Section 6.02 Extension of Term. After June 30, 2009, the Term will extend automatically for additional one-year periods, unless, at least one year before the commencement of such extended term one party notifies the other in writing that it does not agree to the extension. Each one-year extension of the Term commences on the date that the Term previously would have expired.

## ARTICLE VII INDEMNIFICATION

### Section 7.01 Indemnification.

(a) Each party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify, defend and hold harmless the other party and its officers, employees and agents (the "Indemnified Parties") from all liability, including reasonable costs and expenses (including attorneys' fees and court costs), for all actions or claims resulting from death or injury to any person or damages sustained by any person or property arising directly or indirectly as a result of any breach of this Agreement or negligent or wrongful act of the Indemnifying Party or its subcontractors, or anyone directly or indirectly employed by either of them, in the performance of this Agreement. Wasilla will indemnify and hold harmless DPS from all liability, actions and claims alleging that DPS negligently, improperly or wrongfully trained, supervised, monitored or equipped any agency or employees of Wasilla, including MatCom or its employees; provided that Wasilla's obligation to indemnify and hold harmless under this sentence shall not apply

to any liability, action or claim arising from an error or omission in information provided to Wasilla by DPS under Sections 4.01(b) or 4.01(c) of this Agreement.

(b) An Indemnified Party shall give the Indemnifying Party prompt written notice of any such action or claim of which it receives actual knowledge, but its failure to do so shall not relieve the Indemnifying Party of its obligations under this section except to the extent such failure adversely affects the Indemnifying Party's obligations or the resolution of such claims.

(c) If any action, suit or proceeding shall be brought against an Indemnified Party for which the Indemnified Party intends to seek indemnification hereunder, the Indemnifying Party shall be entitled to participate in, and, to the extent that it wishes, to assume, the defense thereof, with counsel reasonably satisfactory to the Indemnified Party, and after notice from the Indemnifying Party to the Indemnified Party of its election to do so and the approval by the Indemnified Party of such counsel, the Indemnifying Party shall not be liable to the Indemnified Party for the fees and expenses of counsel, except as provided below. Each Indemnified Party shall have the right to employ separate counsel in any such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of counsel by such Indemnified Party has been authorized in writing by the Indemnifying Party, (ii) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the it and the Indemnifying Party in the conduct of the defense of such action (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), or (iii) the Indemnifying Party shall not have employed counsel to assume the defense of the action within a reasonable time after notice of the commencement thereof, in each of which cases the fees and expenses of counsel shall be at the expense of the Indemnifying Party. It is understood, however, that the Indemnifying Party shall, in connection with any one action, suit or proceeding or separate but substantially similar or related actions, suits or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any action, suit, proceeding or claim effected without its written consent; provided, however, that such consent has not been unreasonably withheld.

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**ARTICLE VIII  
DEFAULT, REMEDIES**

Section 8.01 Termination. Either party may terminate this Agreement for a material breach of this Agreement by the other party which remains uncured for a period of 30 days after service by the terminating party on the other party of a written notice specifying the material breach of this Agreement, unless steps to cure the breach have been commenced promptly by the other party and in good faith the other party continues to prosecute those steps diligently to completion.

Section 8.02 Effect of Termination. Upon any termination under Section 8.01, Wasilla shall cease performance immediately upon the effective date of the termination, and Wasilla shall provide DPS with all documents, information and other work product relating to the Dispatch Services.

Section 8.03 Claims.

(a) If a party to this agreement becomes aware of any act or occurrence arising from an act or omission related to this agreement that may form the basis of a claim by any other person against a party to this agreement, said party shall promptly inform all other parties immediately.

Section 8.04 Disputes.

(a) If a dispute arises out of or relates to this Agreement, or its alleged breach, and if that dispute has not been settled through direct discussions within a reasonable period, the parties to this Agreement agree to first endeavor to settle the dispute in an amicable manner by submitting the dispute to a mutually acceptable mediator.

(d) If not resolved through mediation to the satisfaction of both parties, any claim or controversy arising out of or relating to this Agreement shall be settled by arbitration upon written request therefore by either party to the other within six months after presentation by either party to the other of written notice of the existence of the claim or controversy. Such written notice of the existence of the claim or controversy must have been presented within six months of the occurrence of the claim or controversy, or the claim or controversy will be deemed to have been waived. Any arbitration arising hereunder shall be conducted in Wasilla or Anchorage, Alaska.

(e) The parties shall select a single arbitrator by mutual agreement. If they cannot agree upon a single arbitrator, each will choose three names from a list of five provided by the American Arbitration Association. From these names, a single arbitrator shall be chosen by agreement of the parties. If agreement cannot be reached, either party may request the American Arbitration Association to appoint an arbitrator in

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accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of contrary agreement by the parties.

(f) The parties shall submit to the arbitrator a written statement setting forth the matters in dispute. If the facts are not agreed upon, the arbitrator shall promptly hold hearings and thereafter shall promptly reach a decision of each matter in dispute. The decision of the arbitrator on all matters in dispute which have been submitted to him, shall be issued in writing and shall state the reasons for such decision and separately list the findings of fact and conclusions of law, and shall be signed by the arbitrator within 30 calendar days after receipt of such statement or conclusion of such hearings. The arbitrator shall not have the power to amend or add to this Agreement, but subject to this limitation, the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall consider the amount of damage or loss, costs of arbitration, legal fees and other related costs in determining the amount of award.

(g) Except as provided otherwise in this Agreement, the arbitration described in this section will be conducted as provided in the Uniform Arbitration Act in AS 09.43.

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## **ARTICLE IX AGREEMENT ADMINISTRATION**

### Section 9.01 Wasilla and DPS Representatives.

(a) Within 15 days after the execution of this Agreement, Wasilla shall designate to DPS in writing the Wasilla Representative, who shall function as the single point of contact that is responsible for Wasilla's provision of Dispatch Services under this Agreement. Wasilla may change the Wasilla Representative by providing DPS written notification of the change.

(b) Within 15 days after the execution of this Agreement, DPS shall designate to Wasilla in writing the DPS Representative, who shall function as a single point of contact that is responsible for DPS's use of Dispatch Services under this Agreement. DPS may change the DPS Representative by providing Wasilla written notification of the change.

Section 9.02 Advisory Board. There shall be an Advisory Board for MatCom, which shall include a representative of each agency that receives Dispatch Services from MatCom. The initial members of the Advisory Board shall be the Wasilla Representative and the DPS Representative. The Advisory Board shall have the following responsibilities:

(a) Review the annual budget for Dispatch Services at MatCom, and make recommendations to the Wasilla administration and city council concerning the budget.

(b) Meet at least quarterly to review the status of MatCom, including without limitation staffing/personnel/training issues, goals/objectives that may have been established for performance, financial status, standardized dispatch procedures and other matters that may be deemed to be appropriate for the Advisory Board to act upon.

(c) Interview candidates for hire as the manager/supervisor of MatCom, and make non-binding recommendations to Wasilla concerning the selection of a candidate for that position.

(d) Review and make recommendations concerning improvements to equipment, software and operating procedures at MatCom; and

(e) Investigate and make recommendations for response to complaints concerning the provision of Dispatch Services at MatCom.

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Section 9.03 Minor Amendments. Each of the Wasilla Representative and the DPS Representative is authorized to enter into minor Amendments of this Agreement, that have no effect on either party's financial obligations under this Agreement. Such minor amendments include, without limitation, changes in the procedures and standards for providing Dispatch Services; changes in software or hardware used in the provision of Dispatch Services; and changes required to implement new related technologies, such as CAD/RMS. Such minor amendments shall be incorporated as part of this Agreement utilizing the form and format provided in Appendix B and shall become effective upon their signature by both the Wasilla Representative and the DPS Representative.

**ARTICLE X  
GENERAL PROVISIONS**

Section 10.01 Inspections. DPS may inspect, in the manner and at reasonable times it considers appropriate, all Wasilla facilities and activities under this Agreement.

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(a)

Section 10.02 Compliance with Laws and Permits. Wasilla 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 Wasilla or the services provided under this Agreement.

Section 10.03 Equal Employment Opportunity

(a) Wasilla may not discriminate against any employee or applicant for employment because of race, religion, color, national origin or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or

parenthood. Wasilla shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes to marital status, pregnancy or parenthood. This action must include the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Wasilla shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

(b) Wasilla shall state, in all solicitations or advertisements for employees to work under this Agreement, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

(c) Wasilla shall send to each labor union or representative of workers with which Wasilla has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of Wasilla's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.

(d) Wasilla shall include the provisions of this section in every subcontract, and shall require the inclusion of substantially similar provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

(e) Wasilla shall cooperate fully with efforts of the State of Alaska which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this Agreement, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

(f) Full cooperation in subsection (e) of this section includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of Wasilla to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of Wasilla's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices. DPS shall reimburse Wasilla for all reasonable travel expenses incurred to comply with this subsection.

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(g) Any agreement or undertaking by Wasilla in this Section 9.03 notwithstanding, Wasilla does not presently waive or agree to waive Wasilla's attorney-client privileges.

(h) Failure to perform under this section constitutes a material breach of this Agreement.

Section 10.04 No Assignment or Delegation. Wasilla may 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 consent of DPS.

Section 10.05 Independent Contractor. Each party and its agents and employees act as independent contractors in relation to the other, and are not officers, employees, agents, partners or joint ventures of the other party in the performance of this Agreement.

Section 10.06 Notices. All notices required or authorized to be given by a party under this Agreement shall be in writing and shall be served personally or sent by registered mail as follows:

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To Wasilla: Chief of Police  
Wasilla Police Department  
1800 East Parks Highway  
Wasilla, Alaska 99654  
tel. (907) 352-5401  
fax (907) 357-7877

To DPS: Commissioner  
Department of Public Safety  
State of Alaska  
P.O. Box 111200  
Juneau, AK 99811  
tel. (907) 465-4322  
fax (907) 465-4362

Each of the above addressees may, by written notice given hereunder to the other, designate any further or different addresses to which subsequent notices shall be sent. In addition, the parties hereto may agree to any other means by which subsequent notices may be sent.

Section 10.07 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Wasilla, DPS and their respective successors and assigns, subject however, to the limitations contained in Section 10.04.



Section 10.08 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Section 10.09 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

Section 10.11 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of the Sections of this Agreement.

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Section 10.12 Parties Interested Herein. Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than Wasilla and DPS any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of Wasilla and DPS, and their successors and assigns.

Section 10.13 Entire Agreement, Amendment. This Agreement represents the entire and integrated agreement between Wasilla and DPS concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. Except as provided in Section 9.03, this Agreement may be amended only by written instrument signed by both Wasilla and DPS.

IN WITNESS WHEREOF, Wasilla and DPS have caused this Agreement to be executed in their respective corporate names all as of the date first set forth above.

CITY OF WASILLA

STATE OF ALASKA, DEPARTMENT  
OF PUBLIC SAFETY

\_\_\_\_\_  
Dianne M. Keller, Mayor

\_\_\_\_\_  
William Tandeske, Commissioner

**DISPATCH SERVICES AGREEMENT  
APPENDIX A**

**CALCULATION OF COST OF DISPATCH SERVICES**

**Article 1 Purpose.** Appendix A will detail the manner in which the DPS portion of the annualized cost of dispatch services will be initially established and the manner in which certain factors may act to modify that cost. Every effort will be made to establish and maintain a costing methodology that is fair to all parties to the Agreement and that reflects a proportioning of the total reasonable costs of providing the services according to a method that is reflective of actual use by each party.

**Article 2 Initial cost determination.** Wasilla and DPS begin this agreement as the only users of Wasilla dispatch services. Both parties must have a stable method of costing that allows for both parties to reasonably meet the requirements of the Agreement within their respective budgeting processes. The costing must be based on readily quantifiable units that are consistent and that are reflective of the respective use burdens.

In this case, the parties agree that two factors meet these requirements: incidents and total agency users. These two factors will be used to divide the annualized cost of providing dispatch services into a portion reflective of the use burden of Wasilla and a portion reflective of the use burden of DPS. Once the DPS amount has been calculated, it will be divided into 4 equal parts, each representative of the total billing for regular dispatch services for one quarter.

Both parties understand that this is a new operation and that some factors affecting costs may not be sufficiently anticipated. Both parties also understand that in order to meet the requirements of each party's respective budgeting processes and requirements, each party must have certain guarantees from the outset of the Agreement. Wasilla must have a guarantee of reimbursement for reasonable costs associated with providing dispatch services to DPS. DPS must have a guarantee of a stable cost of those services over the course of a fiscal year and must have sufficient notice of anticipated changes in cost such that a budget amendment request can be submitted in sufficient time to be included in the overall DPS budget request to the legislature.

All parties will endeavor to take reasonable steps to contain costs whenever an opportunity presents itself and the action will not compromise the level of service.

**Article 3 Definitions.** As used in this Agreement,

"incident" means an event that results in the creation of a discrete case or incident record and that is assigned a unique case or incident number in the incident tracking system employed by the agency primary to the incident. Incidents may involve more than one activity and more than one agency but will be counted as a single incident just the same. Incidents will not be pyramided in that an incident involving both Wasilla and DPS will only count as one incident for one or the other agency but not for both. The agency with primary responsibility for the incident will be the only party to count the incident for the purposes of this agreement. Nothing in this agreement is intended to prohibit either agency from creating an incident or case record in their respective tracking system when an incident of this type occurs.

"agency user" means a commissioned or partially commissioned employee of a user agency.

**Article 4 Cost calculation.** Three factors will be used to establish the fair portioning of the cost of providing dispatch services to the parties to this agreement: a best estimate of the total annualized cost of providing the services, the number of incidents expected to be handled in the year under consideration and the number of agency users utilizing dispatch services.

The total annualized cost will be divided into two equal parts. Each equal part will be portioned according to the ratio of each of the remaining factors. Each party's liability for the portion of each part will be

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determined by a comparison of the quantity of one party's factor to the quantity of the same factor for the other party. For instance, if the total annualized cost of providing dispatch services is \$100,000 and Wasilla has 25 agency users while DPS has 75 agency users, then the calculation for each party's liability for the cost represented by total agency users would be:

Total annualized cost divided into two equal parts:  $\$100,000 \div 2 = \$50,000$   
Ratio of DPS agency users to Wasilla agency users: 75:25 or 75%:25%  
Wasilla cost liability:  $\$50,000 \times 25\% = \$12,500$   
DPS cost liability:  $\$50,000 \times 75\% = \$37,500$

If the total annualized cost of providing dispatch services is \$100,000 and Wasilla has 55,000 incidents while DPS has 180,000 incidents, then the calculation for each party's liability for the cost represented by incidents would be:

Total annualized cost divided into two equal parts:  $\$100,000 \div 2 = \$50,000$   
Ratio of DPS incidents to Wasilla incidents: 180,000:55,000 or 76.6%:23.4%  
Wasilla cost liability:  $\$50,000 \times 23.4\% = \$11,700$   
DPS cost liability:  $\$50,000 \times 76.6\% = \$38,300$

Next, the total cost liability for each agency is determined by simply adding the cost liability represented for each of the two factors:

Wasilla agency user cost (\$12,500) + Wasilla incident cost (\$11,700) = Total annual cost for Wasilla (\$24,200).

DPS agency user cost (\$37,500) + DPS incident cost (\$38,300) = Total annual cost for DPS (\$75,800).

Wasilla would bill DPS in 4 equal quarterly amounts of \$18,950 each.

**Article 5 First year cost calculation.** The three costing factors used to determine the annualized costs for the first year of the Agreement will be determined as follows:

(a) Cost of providing dispatch services: Prior to execution of this agreement, Wasilla will present a detailed budget document that reflects a reasonable estimate of the total cost of providing dispatch services for the first year of this Agreement. The document will become part of the Agreement as an attachment. Wasilla and DPS will review the budget detail and come to an agreement on the final amount. Wasilla and DPS will endeavor to create and agree upon the most accurate cost estimate possible. Both parties understand and accept the risk of under and over estimating the actual costs. The cost estimate agreed upon by the parties for the first year of the Agreement will be the total amount of the cost factor used to determine the DPS costs for normal dispatch services.

(b) Total agency users: Total agency users will be established by first determining the number of users for each agency as of January 1<sup>st</sup> of the current calendar year and then applying the number to the above described formula for determining the user cost portioning.

(c) Incidents: Incidents will be established by counting the total number of discrete incidents during the previous calendar year and then applying the number to the above described formula for determining the user cost portioning.

**Article 6 Subsequent year cost calculation.**

(a) as a means of accommodating the needs of budget cycles, the subsequent fiscal year cost calculations will be accomplished during the first week of October of each year. The calculation year used will be from October 1<sup>st</sup> of one year through September 30<sup>th</sup> of the next. The total subsequent fiscal year cost portioning agreement will be determined using the actual operating costs of the prior calculation year plus known and anticipated cost changes, number of user personnel as of November 1st and

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number of incidents for the previous 12 month period from October 1<sup>st</sup> of the previous year to September 30<sup>th</sup> of the current year. The cost portioning resulting at that calculation point will establish the fixed amounts for the subsequent fiscal year that will begin on July 1<sup>st</sup> of the subsequent calendar year.

Example:

Fiscal year 2007 starts on July 1, 2006. The calculation point will be October 1, 2005. The calculation year will be October 1, 2004 through September 30, 2005. On October 1, 2005 the actual cost of providing dispatch services for the 12 month period from October 1, 2004 through September 30, 2005 will be determined. Known and anticipated cost changes that will or are expected to occur during fiscal year 2007 will be factored into the cost. The number of incidents will be determined for the same 12 month period. The number of user personnel employed on October 1, 2005 will be determined. These three factors will be entered into the previously described formula and a resulting cost for each agency for the fiscal year beginning on July 1, 2007 will be determined.

**Article 7 Entry of new parties.** Wasilla and DPS enter this agreement as the sole parties and sole users of the dispatch services. It is anticipated that other law enforcement agencies will ultimately join in the use of the services and that, when that occurs, the proportioning of the total cost to each party will be adjusted using the same methodology immediately upon entry of a new party. Entry of one or more fire or emergency medical service parties will necessarily require a change in the costing methodology in order to account for the difference in use burden represented by a non-law enforcement entity. Both parties agree to renegotiate the cost calculation provisions of this agreement if that occurs. Both parties agree that the cost of any new equipment or software, whether specialized or standard, and the cost of additional personnel necessary to handle the changed or increased use burden represented by new entities, regardless of type of entity, will be borne by the newly entering agencies.

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If the new party enters the agreement at any point other than at the beginning of a fiscal year, Wasilla shall determine the new party's revenue contribution to the total cost of services for the remainder of the year and shall apply the new revenue in a prorated manner as a credit to the proportional billings provided to already established parties to the agreement.

Prior to a modification to the agreement as a result of ongoing cost factor adjustments normally occurring at the change of a fiscal year, Wasilla will adjust the agreements of all parties to reflect a proportioning of the total reasonable costs of providing the services according to a method that is reflective of actual use by all parties to the Agreement.

**DISPATCH SERVICES AGREEMENT  
APPENDIX B**

**FORM FOR MINOR AGREEMENT AMENDMENTS**

**[NUMBER OF] AMENDMENT TO  
DISPATCH SERVICES AGREEMENT**

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[NUMBER OF] AMENDMENT (the "Amendment") to the Dispatch Services Agreement (the "Agreement") between the City of Wasilla ("Wasilla"), an Alaska municipal corporation, and the State of Alaska, Department of Public Safety ("DPS"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2004.

WHEREAS, Section 9.03 of the Agreement provides that each of the Wasilla Representative and the DPS Representative is authorized to enter into minor Amendments of this Agreement, that have no effect on either party's financial obligations under this Agreement; and

WHEREAS, the amendment set forth below provides for a change to the Agreement that is authorized as a minor amendment under Section 9.03 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

[INSERT TEXT OF AMENDMENT TO AGREEMENT]

DATED as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CITY OF WASILLA**

**STATE OF ALASKA, DEPARTMENT OF  
PUBLIC SAFETY**

\_\_\_\_\_  
Wasilla Representative

\_\_\_\_\_  
DPS Representative

**DISPATCH SERVICES AGREEMENT  
APPENDIX C**

**COST Calculation Worksheet  
Fiscal Year \_\_\_**

**Adopted as addendum # 0000**

**Article 1. Purpose.** When completed, signed and dated by the DPS and Wasilla representatives and assigned an addendum number, this document shall work to modify the costing provisions of the Agreement and shall establish the fixed annualized cost and quarterly billing amounts for DPS for the fiscal year indicated above.

**Article 2. Costing factors.** Wasilla and DPS agree that the cost portioning will be determined by the ratios of each agency's respective total number of system users and each agency's number of incidents during the previous calculation year. These ratios will each be used to portion one half of the total cost of the dispatch service to determine the respective share of each agency.

**Article 3. Calculation.**

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<b>Cost Factor</b>				
Calculation year: November 1, 20XX through October 31, 20XX				
Calculation date: November 1, 20XX				
▼	▼	▼	▼	▼
<u>Prior year actual operating cost</u>	<u>+/-Known/Anticipated Change</u>	<u>÷ 2 = Cost Factor</u>		

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<b>Ratios</b>				
	<b>Wasilla</b>	<b>Portion</b>	<b>DPS</b>	<b>Portion</b>
Agency Users	0	00%	0	00%
Incidents	0	00%	0	00%

<b>Agency Users Cost Portioning</b>				
<b>Agency</b>	<b>Cost Factor</b>	<b>Percentage</b>		<b>Agency Share</b>
Wasilla	\$00	00%	=	\$00
DPS	\$00	00%	=	\$00

<b>Agency Incidents Cost Portioning</b>				
<b>Agency</b>	<b>Cost Factor</b>	<b>Percentage</b>		<b>Agency Share</b>
Wasilla	\$00	00%	=	\$00
DPS	\$00	00%	=	\$00

<b>Totals</b>		
	<b>Wasilla</b>	<b>DPS</b>
Agency Users Portion	\$00	\$00
Incidents Portion	\$00	\$00
<b>Total Annualized Costs</b>	<b>\$00</b>	<b>\$00</b>

<b>Anticipated Quarterly DPS Billings</b>	
Date	Amount
July 1, 20XX	\$00
October 1, 20XX	\$00
January 1, 20XX	\$00
April 1, 20XX	\$00

<b>Special Event Dispatching Costs</b>	
Per Hour Billing Rate	\$00

City of Wasilla Representative

Department of Public Safety Representative

\_\_\_\_\_  
Signature/Title                      Date

\_\_\_\_\_  
Signature/Title                      Date