

POSSIBLE MOTION

I MOVE TO approve the Shared Services Agreement between the City and Borough of Sitka and the City of Whittier for dispatch services to the Whittier and Girdwood service area and authorize the Municipal Administrator to execute the document.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator *M. Huley*

From: Robert Baty, Police Chief

Date: February 21, 2023

Subject: **Accepting the bid award from the City of Whittier for Dispatch Services and accepting the Shared Services Agreement.**

Background and Analysis

On 12/22/22 the Whittier Public Safety Department issued a RFP seeking qualified professionals interested in supplying dispatch services to The City of Whittier and Girdwood service area.

Sitka PD submitted a bid proposal to provide full dispatch experience to Whittier and Girdwood, which would include general phone answering for non-emergency calls, routing of non-emergency calls, 911 dispatch call service, radio communications with Whittier Public Safety, dispatch to calls for service, logging of information received from officers on scene, safety checks of on-duty officers, CAD entries into a provided RMS, be a holder of record for Whittier, and utilize state and federal computer systems (APSIN, NCIC) to aid officers with their traffic stops and investigations.

On 1/18/23 Sitka PD was notified that we had been awarded the bid for dispatch services.

Fiscal Note

The bid award contract is \$55,000 per year, for the term of two years with the option of three one-year extensions. Monies will be billed on a quarterly basis. Monies received will be placed into a dispatch services account to supplement dispatcher wages and benefits, I.T. Administrative and indirect costs for the extra duties they will be incurring.

Impact

Implementation of this contract will help the community of Sitka, as well as Dispatchers. It is anticipated that the funds generated from this service will promote better recruitment

and retention of our Dispatchers. Whittier's call volume and services required are so minimal as to have little to no effect on our current operations.

Recommendation

Authorize the Municipal Administrator to accept the bid award for Dispatch Services to the City of Whittier and Girdwood service area and sign the Shared Services Agreement.

SHARED SERVICES AGREEMENT

This Shared Services Agreement (“Agreement”) is entered into as of _____, 2023 the (“Effective Date”) between the City and Borough of Sitka, Alaska (“Sitka”) on behalf of the Sitka Police Department (“SPD”), and the City of Whittier, Alaska (“Whittier”) on behalf of the Whittier Department of Public Safety (“WDPS”).

Recitals

- A. Whittier desires to have Sitka provide certain dispatch services for WDPS. WDPS-paid employees and volunteers (collectively, “WDPS Personnel”) are responsible for providing police, fire and emergency medical services to the residents and guests of Whittier. WDPS-commissioned police officers provide contractual police services to the residents and guests of Girdwood, Alaska. WDPS police officers conduct law enforcement patrols, participate in search and rescue operations, and respond to public safety incidents.
- B. SPD provides dispatch services to its own police department and other departments. SPD is asked to provide certain dispatch services to Whittier, WDPS and WDPS-commissioned contractual police services to the residents and guests of Girdwood, Alaska.

Agreement

Now, Therefore, in consideration of the above recitals and the following mutual covenants, Sitka and Whittier agree as follows:

1. **Sitka and SPD Services.** Sitka and SPD will provide the following services to WDPS:
 - a. Radio dispatch coverage for WDPS Personnel in and around Whittier, including police dispatch services for WDPS Personnel fulfilling (Girdwood, Alaska) contractual obligations, and routing fire and emergency medical service calls in and around Whittier and Girdwood, Alaska;
 - b. Enter locates into the Alaska Public Safety Information Network (APSIN) on behalf of WDPS Personnel covered under this Agreement; and
 - c. Conduct regular welfare checks on WDPS Personnel consistent with SPD Policy and Procedures Manual; and
 - d. Assign case numbers and entering data related to calls for service for all Whittier law enforcement and Whittier public safety activities, including law enforcement and public safety activities undertaken in Girdwood, Alaska; and
 - e. Sitka agrees to install and operate a telephone system for WDPS (non-emergency phone number 907.424.6103) and (911 emergency phone number 907.424.6104) to

be answered by Sitka Dispatch to provide normal dispatch-related answering services for non-emergency and 911 calls.

2. **Whittier's and WDPS's Obligations.** Whittier and WDPS have the following obligations:
 - a. WDPS will provide Sitka and SPD with the following:
 - i. Upon execution of this Agreement, a list of all WDPS Personnel, including contact information for all identified WDPS Personnel; WDPS will provide an updated list and contact information when any change to WDPS Personnel or their contact information occurs; and
 - ii. Each month, a schedule detailing when each WDPS Personnel is working; any changes to the schedule will be communicated to SPD in a timely manner.
 - b. WDPS will require all WDPS Personnel to:
 - i. Contact SPD and identify when he or she is in and out of service, including at the beginning and end of each shift;
 - ii. Each shift report to SPD the area and duration of regular public safety duties and responses, as well as specialized patrols, such as ATV, boat, and snow machine patrols.
 - c. WDPS will be responsible for the following:
 - i. All clerical support, excluding Sitka's and SPD's obligation stated in this Agreement's Section 1.b.
 - d. Whittier agrees to:
 - i. Operate a telephone system for the WDPS (phone number: 907.472.2340) and Girdwood (phone number 907.783.3223) to be forwarded to Sitka Dispatch to provide normal dispatch-related answering services for non-emergency and 911 calls.
 - ii. In the event Sitka loses telephone service, WDPS will assume phone answering duties until services are restored.
 - iii. Provide Sitka Police Department with a Report Management System and/or Computer Aided Dispatch (RMS/CAS) and offer training to users (as needed to new users).
3. **Payment for Service.** WDPS will pay to Sitka the annual amount of \$55,000 (Fifty-five Thousand Dollars) in quarterly installments of \$13,750 (Thirteen thousand, seven hundred fifty dollars) prorated for the first quarter for the services provided under this Agreement. WDPS will pay Sitka in full by the first day of the month of each quarter in which services

are provided (even if Sitka does not provide an invoice), and WDPS reserves the right to pay any portion of the annual payment in advance.

4. **Term.** This Agreement is effective as of _____, 2023 and terminates on December 31, 2023 (the "Termination Date"). If the parties agree in writing at least 60 days before the Termination Date, this Agreement can be extended beyond the Termination Date of the initial term and the first extension, for two additional two-year extension periods. All terms and provisions in this Agreement apply if the parties enter into any two-year extension period.
5. **Early Termination.** Either party may terminate this Agreement before the Termination Date by providing written notice 60 days prior to the first of the month for which services are no longer needed.
 - a. All radios, communications/ dispatch equipment (software) and/or ALMR equipment purchased by Whittier will be returned to Whittier or WDPS. Whittier will be responsible for the removal and shipment of the equipment. Whittier will have an additional 60 days after the termination of this Agreement to remove the radios, communications/dispatch equipment and/or ALMR equipment from Sitka or SPD.
6. **Public Safety Holder of Record.** WDPS and SPD will cooperate to prepare and submit a Department of Public Safety Holder of Record Agreement, in substantially the same form as that attached as Exhibit A, so SPD is the primary agency for entering and clearing locates in ASPIN for Whittier.
7. **Default and Remedies.** An occurrence of any of the following, at any time during the Agreement, constitutes a default by Whittier and WDPS:
 - a. Whittier or WDPS fails to pay any sum to be paid by Whittier or WDPS within thirty (30) days after the payment is due, after receiving notice.
 - b. Whittier or WDPS fails to observe or perform any of its other covenants, agreements, or obligations, and within thirty (30) days after Sitka or SPD provided Whittier or WDPS written notice specifying the failure or failures, Whittier or WDPS has not commenced and diligently pursued correcting the default.
8. **Mutual Indemnity.** Sitka and SPD will indemnify, defend, and hold Whittier and WDPS harmless, and Whittier and WDPS will indemnify, defend and hold Sitka and SPD harmless from any claim, liability, loss, damage or expense caused by the act or omission of the indemnifying party or its agents, contractors, or invitees with respect to the services and obligations detailed in this Agreement. The agreements in this Section 8 will survive any termination of this Agreement.

9. **No Joint Venture.** Nothing contained in this Agreement will be deemed to create any partnership, joint venture, or other arrangement between Whittier, Sitka, WDPS or SPD. The parties intend that the rights and obligations in this Agreement are exclusively enforceable by the parties hereto, and their successors in interest and assigns, and that no other person or entity has any right or cause of action hereunder.
10. **Notice.** All notices, consents, approvals, or other communications provided for in this Agreement or given in connection with this Agreement must be made or served in writing (unless otherwise stated) and delivered personally; sent by electronic mail (to all addresses listed); or sent by registered or certified United States mail, postage prepaid, with return receipt requested, and sent to the respective party at the following addresses:

Sitka City and Borough of Sitka
c/o Municipal Administrator
330 Harbor Drive
Sitka, Alaska
E-mail: administrator@cityofsitka.org
Phone: (907)747-1811

Whittier: City of Whittier
c/o City Manager
PO Box 608
Whittier, Alaska 99693-0608
Email: citymanager@whittieralaska.gov
Phone: 907.472.2327

The parties may, from time to time, designate a different address to receive notices. Any designation will be in writing and served on the other party in accordance with the terms of this Section 10.

11. **Assignment.** Sitka, SPD, WDPS, and Whittier may only assign their obligations under this Agreement with the prior written consent of the non-assigning party.
12. **Authority.** Sitka and Whittier represent and warrant that each has authority to enter into this Agreement and that the person signing on the city's behalf is authorized to execute and deliver this Agreement, as well as to bind the party.
13. **Miscellaneous.** This Agreement is governed and construed in accordance with the laws of the State of Alaska. Any action to enforce the terms of this Agreement must be brought before a court of competent jurisdiction in Anchorage, Alaska. In any suit, action, proceeding, or appeal therefrom, to enforce or interpret this Agreement, the prevailing party will be entitled to recover its costs incurred therein, including reasonable attorney's

fees and disbursements. In case any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. This Agreement is an integrated document and contains the entire agreement between the parties with respect to the subjects herein. This Agreement may only be amended in writing and signed by all parties to be bound. This Agreement may be signed in any number of counterparts, which taken together will constitute one complete Agreement.

The parties have executed this Agreement as of the Effective Date.

City and Borough of Sitka

City of Whittier

John Leach, Municipal Administrator

Jim Hunt, City Manager