

GIRDWOOD POLICE SERVICES CONTRACT

THIS AGREEMENT, is made and entered into this 22nd day of December 2016, by and between the Municipality of Anchorage, a State of Alaska municipal corporation (“Anchorage”), on behalf of the Girdwood Valley Service Area (“GVSA”), and Whittier, Alaska, a municipal corporation (“Whittier” or “Contractor”). This Agreement shall be referred to as the Agreement or the Contract throughout this document.

WHEREAS, the GVSA wishes to procure police services furnished by the Whittier Police Department for a period of three (3) years, subject to the termination provisions herein contained;

NOW, THEREFORE, in consideration of the mutual obligations and promises herein, Anchorage and Whittier agree as follows:

This Contract consists of:

- A. Part I, consisting of 11 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A – Scope of Services, consisting of 3 pages;
- D. Appendix B – Statement of 911 Services, consisting of 2 pages; and
- E. Appendix C – Summary, by Category, of Estimated First-Year Expenses, consisting of 1 page.

**PART I
SPECIAL PROVISIONS**

Part I of this Agreement consists of those provisions that are listed below by section number and title.

- Section 1. Definitions
- Section 2. Scope of Services
- Section 3. Time for Performance
- Section 4. Compensation; Method of Payment
- Section 5. Termination of the Contractor's Services
- Section 6. Duties Upon Termination
- Section 7. Insurance
- Section 8. Assignments
- Section 9. *Omitted.*
- Section 10. Notices
- Section 11. Force Majeure

Section 1. Definitions.

A. "Administrator" means the Director of the Municipality of Anchorage Department of Public Works, or the Director's designee.

B. "Anchorage" means the Municipality of Anchorage, including the GVSA as defined in subsection D of this section.

C. "Contractor" means Whittier.

D. "GVSA" means the area currently depicted as the Girdwood Valley Service Area in Anchorage Municipal Code 27.30.700.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendices A and B, which is attached hereto and incorporated in this section by reference.

B. If, while providing service under this Contract and within the GVSA, Contractor is unable to access the Alaska Public Safety Information Network, an officer of the Whittier Police Department for whom the Alaska Department of Public Safety has assigned an APSIN access code may place a Call for Information to the Anchorage Police Department. For purposes of this Contract, a Call for Information is a voice or radio call made by an officer of the Whittier Police Department (for whom the Alaska Department of Public Safety has assigned an APSIN access code) to APD Dispatch, in which the officer of the Whittier Police Department will for the sole purpose of engaging in criminal justice activity, as that term is defined in AS 12.62.900, provide APD Dispatch information about an individual (e.g. driver's license number, social security number, or name and date of birth) and/or information about a vehicle (e.g. license plate number); and APD Dispatch will, as a courtesy and without warranty as to accuracy or suitability for any purpose, query the Alaska Public Safety Information Network and provide to the officer of the Whittier Police Department information related to the queried individual (including information related to wants, warrants and, upon express request from the officer, past criminal history) or to the queried vehicle (including information related to whether the vehicle is believed to be stolen), as the case may be. Whittier expressly disclaims and waives any right to bring a claim against Anchorage, APD or APD Dispatch related to the accuracy or completeness of information provided in a Call for Information.

C. Anchorage shall not be responsible for any costs associated with additional services unless Anchorage has consented in writing to the performance of additional services and agreed to pay costs associated with such services in its written consent. Contractor shall not perform additional services under this Contract unless such services arise from and relate to this Contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Anchorage and Whittier.

B. The Contractor shall commence performance of the work described in Section 2 of this Contract for a period of thirty-six (36) months, more specifically described in Appendix A to this Contract and subject to section 5, below.

Section 4. Compensation; Method of Payment.

A. Subject to the Contractor's satisfactory performance and subsection D, Anchorage shall pay the Contractor FIFTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$51,500) monthly, not less than 25 days in advance of services rendered, provided the first payment shall be made not less than 20 days after execution of this Contract. For the avoidance of doubt, monthly payments made pursuant to this Contract, subject to the Contractor's satisfactory performance, shall annually total SIX HUNDRED EIGHTEEN THOUSAND DOLLARS (\$618,000), as possibly adjusted by subsection D.

B. Subject to the Contractor's satisfactory performance, Anchorage shall also reimburse Contractor for not more than 10 Calls for Information, as defined in section 2.B, per month, at not more than \$25 per call.

C. The Contractor is not entitled to any compensation under this Contract, other than as expressly provided for in this section. Anchorage is not entitled to any services other than as expressly provided for in section 2, above.

D. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

E. *Annual Adjustment of Compensation.* Beginning on January 1, 2018, and annually on each January 1 thereafter for so long as this Contract remains in force, the compensation owed under subsection A shall increase or decrease by the percentage increase or decrease, if any, in the Consumer Price Index for All Urban Consumers, All Items, Anchorage, Alaska (1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (hereafter "CPI-U"), between the figure reported for the second half of the immediately prior year and the figure reported for the second half of the year preceding the immediately prior year. In the event that CPI-U figures for Anchorage necessary to compute the annual adjustment required by this section have not been published by the time a monthly payment subject to adjustment under this section becomes due, Anchorage shall continue to make payments at the unadjusted level until such time as the CPI-U figures become available; after the CPI-U figures become available, Anchorage shall thereafter remit payments adjusted in accordance with this section, and any payments previously remitted for the year that were unadjusted due to the unavailability of the CPI-U figures shall be retroactively trued up by additional payment by Anchorage or refund by Whittier, as the case may be.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Part I, Section 2 this Contract may be terminated:

- A. By mutual consent of the parties.
- B. For cause by either party where the other party fails in any material way to perform its obligations under this Contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor and the other party fails to cure the default within thirty (30) days after receiving the notice.
- C. By Anchorage on not less than thirty (30) days' notice, in the event:
 - i. that Contractor requires the assistance of the Alaska State Troopers' Bureau of Investigation to adequately respond to major crimes including, but not limited to, homicide and sexual assaults; and
 - ii. Anchorage receives notice that the Alaska State Troopers' Bureau of Investigation will not provide such assistance to Contractor or will not provide such assistance without additional cost to Anchorage.
- D. For no cause with twelve (12) months' notice to the other party prior to termination.

Section 6. Duties Upon Termination.

B. *Reserved.*

B. If the Contractor's services are terminated, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination. Except as otherwise provided in this contract, the reasonable value of the services rendered shall never exceed the monthly Contract rate for such services rendered prior to termination and any unpaid amount owed up to the date of termination. Contractor shall provide Anchorage with access, to the extent permitted by law and where access does not compromise any outstanding investigations or claims, to any finished or unfinished documents or materials including, but not limited to, police records, evidence in storage,

videotaped materials, photographs, phone records, and GVSA-specific social media accounts, prepared by the Contractor under this Contract.

C. If the Contractor's services are terminated for no cause by Anchorage, Anchorage will in addition to the reimbursement provided in paragraph 6B, reimburse Contractor for any unavoidable costs or fees incurred by Whittier subsequent to the termination arising from upgrades, improvements or purchases made by Whittier to service the GVSA under this Agreement. Anchorage will remit the reimbursement required by this subsection within thirty (30) days of receiving from Whittier notice to do so, together with supporting documentation; provided, Whittier shall in no event bill Anchorage for charges associated with services beyond Dec. 31, 2019, and Anchorage shall in no event be required under this subsection to pay more than \$2,500 per month each month through Dec. 31, 2019.

D. If the Contractor receives payments exceeding the amount to which it is entitled under this section, it shall remit the excess to the Administrator within ninety (90) days of receiving notice to do so and determining that the amount is in excess under the terms of the Contract.

E. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by the Administrator.

F. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this Contract, other than that allowed under this Contract or otherwise agreed upon in writing by both parties.

G. Except as provided in this section, termination of the Contractor's services under Part I, Section 5 does not affect any other right or obligation of a party under this Contract.

Section 7. Insurance.

A. The Contractor shall maintain in good standing the insurance described in Subsection B of this section. Before rendering any services under the Contract, the Contractor shall furnish the Administrator with proof of the insurance in accordance with subsection B in a form acceptable to the Risk Manager for Anchorage.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage in the amount of \$500,000 as required by Alaska law.
2. Commercial general liability, including contractual and personal injury coverage in the amounts of \$5,000,000 per occurrence, \$10,000,000 aggregate to include:

Premises Operations
Products and Completed Operations
Blanket Contractual
Broad Form Property Damage
Independent Contractors
Personal Injury

3. Commercial Automobile liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired and non-owned.

C. Contractor shall provide Anchorage with not less than thirty (30) day's notice prior to cancelling any insurance policy required by this section.

D. Anchorage must be listed as an additional insured on all policies, except Workers' Compensation insurance.

E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Anchorage the right to immediately terminate this Contract without any liability for work performed after the date of assignment.

Section 9. Omitted.

Section 10. Notices.

Any notice required pertaining to the subject matter of this Contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
c/o Maury F. Robinson
Department of Public Works
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: (907) 343-8088

Contractor: City of Whittier
c/o Chief Dave Schofield
P.O. Box 608
Whittier, AK 99693
FAX: (907) 472-2344

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach of this Contract.

B. As used in this Contract, force majeure means an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

- 1 Strikes or work stoppages.

2. Any interruption, suspension or interference with services caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences, outside the control of Anchorage or Whittier; except that provision shall not be interpreted generally to excuse Whittier from responding to events, such as riots, civil disturbances, or similar occurrences, within GVSA that are of a nature to which a local police force would typically be expected to respond.

3. Order of court, administrative agencies or governmental officers with jurisdiction to issue such an order, other than those issued by Anchorage, GVSA, or Whittier.

PART II

GENERAL CONTRACT PROVISIONS

Part II of this Agreement consists of those provisions that are listed below by section number and title.

- Section 1. Relationship of Parties
- Section 2. Nondiscrimination
- Section 3. Permits, Laws and Taxes
- Section 4. Nonwaiver
- Section 5. Amendment
- Section 6. Jurisdiction; Choice of Law
- Section 7. Severability
- Section 8. Integration
- Section 9. Liability
- Section 10. Inspection and Retention of Records
- Section 11. Availability of Funds

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the Contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this Contract.

Section 2. Nondiscrimination.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability, except that Contractor may consider an applicant or employee's mental or physical impairment/disability in determining if they are a "qualified individual with a disability" (as that phrase is defined in the American with Disabilities Act of 1990).

Such affirmative action shall be applied to actions including, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor shall state, in all solicitations or advertisements for employees to work on Contract jobs, that Contractor is an equal opportunity employer.

C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.

D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this Contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract. Contractor shall not be required to amend or revise contracts with subcontractors or vendors executed prior to the Effective Date of the Contract to include subsections A through C of this section in such subcontract, vendor agreements or purchase orders under the Contract.

E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all applicable taxes from which it is not exempt pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this

Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This Contract shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: **Mark Lynch**
City Manager

Anchorage: **Michael K. Abbott**
Municipal Manager

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous

communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

A. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees' performance pursuant to this Contract.

B. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property, to the extent not attributable to any wrongful or negligent act, error or omission of Anchorage, to: (i) a Whittier Police Officer performing services pursuant to this Contract, or (ii) Whittier property used in the performance of services pursuant to this Contract. For purposes of this provision, the phrase "wrongful or negligent act, error or omission of Anchorage" shall not include Anchorage's selection, administration, or monitoring of Whittier's performance under this Contract, or in approving or accepting Whittier's work. All liabilities for salaries, wages, any other compensation, injury or sickness, employment taxes, and employment claims arising out of or stemming from an Officer's performance of services under this Contract shall be the responsibility of the Contractor.

C. Anchorage and Contractor shall each pay half of any fees and costs, including but not limited to reasonable attorney's fees (at rates typically paid by Contractor for similar work) and costs, arising out of or resulting from legal claims filed against Contractor or public records requests made of Contractor when those claims or requests (a) relate to this Contract or its performance and (b) intentionally harass or unduly burden Contractor. A decision maker appointed and employed by the State of Alaska's Office of Administrative Hearings (hereafter referred to as the "Hearing Officer") shall determine whether a claim or request (a) relate to this Contract or its performance and (b) was filed with the substantial intent of harassing or unduly burdening Contractor. The costs and fees associated with retaining the Hearing Officer shall be paid by Contractor but if the challenged claims or requests are found by the Hearing Officer to relate to this Contract or its performance and be intentionally harassing or unduly burdensome, Anchorage shall reimburse Contractor for half of the costs and fees for retaining the Hearing Officer. In the event that the Office of Administrative Hearings is unable to provide the services detailed

in this subsection, a hearing officer agreed upon by both parties shall be retained. The parties may mutually consent to waiving the Hearing Officer determination if the parties agree that it is more likely than not that a claim or request relates to this Contract or its performance and was brought or made to intentionally harass or unduly burden Contractor. Contract may elect to pay all costs associated with any claims or requests even if such claims or requests appear to qualify for cost-sharing under this subsection.

D. Nothing in this Agreement is intended to abrogate or limit either parties' ability to avail itself of any legal defenses it may have, including the doctrine of qualified immunity.

Section 10. Inspection and Retention of Records.


Every six (6) months from the effective date of this Contract, and upon request with reasonable notice, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Anchorage, in such form and at such times as Anchorage may reasonably require subject to the limitations under law and in this section. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract to the extent permitted by law during regular business hours. Under no circumstances shall Contractor be required to create, compile, calculate or categorize records or information to meet a request made by Anchorage or any other entity or person. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section. Nothing in this Agreement is intended to, or does, waive any rights or obligations under the Public Records laws contained in the Alaska Statutes.

Section 11. Availability of Funds.

To the extent that payments and performance under this Contract requires funds from future appropriations, payments and performance under this Contract are subject to such future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to either party and neither party shall be obligated to make payments or perform under this Contract beyond those which have previously been appropriated.


IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

MUNICIPALITY OF ANCHORAGE



Municipal Manager
Date: 12-22-16

CONTRACTOR



Name: Mark Lynch
Title: City Manager
Date: December 22, 2016
IRS Tax Identification No. 92-0041440
Tax Status: Taxable [] Non-Taxable [X]

APPENDIX A

~Scope of Work~

1. *Officers; Time of Performance.* Whittier will make available to the GVSA for response to police matters within the GVSA no less than two (2) sworn police officers (“Officers”) beginning January 1, 2017 at 12:01 a.m. and ending December 31, 2019 at 11:59 p.m. Both parties understand that Officers are not required to be present in the GVSA every hour of every day. Officers shall be available every hour of every day, except as otherwise provided in this Contract, to drive from Whittier to respond to requests for police services in the GVSA. Except as otherwise provided in this Contract, and as practicable within the discretion of the Whittier Chief of Police, Whittier will provide a minimum of three (3) physical patrols per day in the GVSA.

2. *Qualifications of Officers.* Officers shall:
 - a. Hold a valid police officer certificate from the Alaska Police Standards Council; or

 - b. Be actively working toward certification and
 - i. Meet the eligibility standards of 13 AAC 85.010(a) (requiring persons hired by a police department to be citizens, 21 years of age or older, of good moral character, in good medical and physical health, and with minimum educational qualifications) and .010(b) (requiring persons hired by a police department not to have certain disqualifying convictions, certain disqualifying license actions, or to have engaged in certain disqualifying activities related to controlled substances)

 - ii. Have attested and subscribed to the law enforcement Code of Ethics set out in 13 AAC 85.040(b)(5), and

 - iii. Have either successfully completed a basic police officer academy meeting the standards of 13 AAC 85.050, or be entitled to waiver and reciprocity under 13 AAC 85.060.

For the avoidance of doubt, no Officer may be provided to the GVSA who has been denied certification, or who has had his or her basic certification revoked, unless the

denial or revocation has been rescinded by the Alaska Police Standards Council or by the responsible licensing agency of the certificate-issuing jurisdiction.

3. *Substance of Work.* Whittier will provide general law enforcement services to the GVSA, as follows:
 - a. Whittier, as it deems appropriate, will enforce State law within GVSA
 - b. Officers will respond to calls for service within GVSA, 24 hours a day, 7 days a week
 - c. Officers will work with the State's District Attorney's Office and appear in Court, as needed to support legal proceedings
 - d. Officers will be under the exclusive supervision and control of Whittier
4. *Equipment.* Whittier, or its subcontractors, will supply all equipment necessary to fulfill the terms of this Contract.
5. *Prisoner Transport.* Whittier will transport to the Anchorage Jail the following individuals, if any, arrested by Officers providing service under this Contract:
 - a. All individuals arrested for felonies
 - b. All individuals arrested for crimes of domestic violence as defined in AS 18.66.990(3)
 - c. All individuals with outstanding warrants; and
 - d. All individuals arrested for misdemeanors for which the statewide bail schedule does not permit release on the individual's own recognizance.
6. *Other Individuals Requiring Transport.* Whittier will transport to a suitable facility in Anchorage, individuals within the GVSA, if any, for whom Whittier determines commitment proceedings should be initiated in accordance with Alaska Statutes title 47, including those that are mentally ill and as a result are likely to cause harm to themselves or others.

7. *Telecommunications.* Whittier shall maintain radio systems and any needed Alaska Land Mobile Radio Communications System agreements to permit radio interoperability with the Alaska State Troopers, Anchorage Fire Department, Girdwood Volunteer Fire Department, and the Anchorage Police Department to the same extent and with the same licenses and systems licensed or employed by Contractor on the day the Contract is executed.
8. *Public Safety Committee of Girdwood Board of Supervisors.* Whittier shall make a good faith effort to attend regularly scheduled meetings of the Public Safety Committee of the Girdwood Board of Supervisors. Anchorage anticipates that meetings of the Public Safety Committee will occur monthly, within the GVSA, after regularly scheduled business hours. Public Safety Committee meetings will provide a forum for communication between Whittier and the GVSA. Whittier will at least once annually provide the Public Safety Committee with statistical information regarding calls for service. The Public Safety Committee will exercise no control or direction over Whittier or any Officer; the Committee will meet for the purpose of receiving and exchanging information, and solely in advisory capacity.
9. *Description of Whittier's Allocation of Amounts Paid.* Not later than 30 days after January 1, 2018, and annually thereafter, Whittier shall provide Anchorage with at least a summary, with at least as much detail as the summary appended to this document as Appendix C, of how payments made to Whittier pursuant to this Contract were allocated by Whittier. Said summary shall, at a minimum, disclose to Anchorage the total amount of money that Whittier spent for purposes of fulfilling this Contract, for: (a) wages and benefits, and (b) equipment and supplies, and (c) any risk mitigation or contingency costs. The summary under this section shall not constitute a budget for services under this Contract nor shall Whittier be required to separately account for or itemize costs, fees or services that were expended, paid for and/or procured on behalf of the Whittier Police Department.
10. *Emergencies.* Both parties agree that Whittier will not be deemed to have breached this Contract if law enforcement services agreed upon in this Contract are unavailable due to an unanticipated and ongoing emergency within the GVSA or Whittier that requires immediate police attention. The need for police services shall be determined within the sole, reasonable discretion of the Whittier Police Chief.

APPENDIX B

~Statement of 911 Services~

At the time of execution of the Contract, Whittier receives 911 calls for service from land lines and cellular calls originating in Whittier, but also is capable of accepting calls forwarded from other federal, state, and municipal agencies. In Whittier, 911 calls are routed through the local telephone company, United Utilities, Inc., which routes the 911 calls to a line associated with a 10-digit number that rings simultaneously at several, separate locations, including:

- 1) The Whittier Police Station
- 2) The Police Chief's residence
- 3) The cell phones of all Whittier police officers

In Whittier, incoming 911 calls are not currently recorded. Whittier is upgrading the existing 911 system to record 911 calls and time stamp such calls.

For the GVSA, because APD is the primary Public Safety Answering Point (PSAP) for all of the Municipality of Anchorage, all 911 calls made from within the Municipality, including Girdwood, will initially come to APD. When APD Dispatch receives a 911 call from Girdwood where police response is requested, APD Dispatch will transfer the call to Whittier PD via the 10-digit phone number that rings when individuals call 911 in Whittier. This number will be programmed into APD's VESTA 911 phone system to facilitate a quick and easy transfer of the call.

APD Dispatch will receive Automatic Number Information (ANI) and Automatic Location Information (ALI) for the 911 call, but because Whittier is not a PSAP it will not receive this information directly; ANI/ALI is not the same as caller ID, so none of the information will transfer with the call. Per APD's current procedures, the first question that the APD call-taker will ask the caller is the location of the emergency. If APD determines that the call needs to be transferred to Whittier PD for response, the APD call-taker will remain on the line during the transfer. Per the NENA (National Emergency Number Association) Standard for the transfer of 911 calls to another agency, APD will remain on the line to ensure that Whittier PD has voice contact with the caller. APD will remain on the line long enough to determine that Whittier PD is able to determine a location of the emergency and the call-back number for the caller. In order to ensure that APD employees are not tied up on the phone any longer

than necessary, Whittier will obtain the location and call-back number of the caller at the very beginning of the call.

Should the call drop in transfer or in the event that Whittier is unable to make voice contact with the caller, the APD call-taker will provide to Whittier any information that they have – anything the caller told them as well as the ANI/ALI information displayed on their screen. Once this information has been relayed, APD will drop off the call and it will be the responsibility of Whittier PD to attempt to recall the caller.

APPENDIX C

~Summary, by Category, of Estimated First-Year Expenses~

Salary Wages and Benefits:	\$371,524
Supplies and Equipment:	\$155,671
Risk Mitigation/Contingencies:	\$90,804