

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF PUBLIC SAFETY**  
**AND**  
**THE KENAI PENINSULA BOROUGH**

WHEREAS, the Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB) have jointly managed and operated the Soldotna Public Safety Communications Center (SPSCC) located in Soldotna, Alaska, and have assumed responsibility for providing dispatch services for fire services, emergency medical services, and law enforcement services, and

WHEREAS, SPSCC is staffed by DPS and KPB personnel, and  
WHEREAS, DPS and KPB agree there has been an increase in work load and call volume placed on the SPSCC staff and an increased number of staff will benefit the SPSCC, and

WHEREAS, DPS has secured grant funding for increased personnel at the SPSCC and KPB can currently employ two new temporary dispatcher positions more easily than can DPS.  
NOW THEREFORE, this agreement is made in good faith between the Department of Public Safety (DPS) and the Kenai Peninsula Borough (KPB). The parties do hereby agree to the following terms and conditions:

- I. KPB agrees to create two temporary KPB dispatcher positions assigned to the SPSCC to be reimbursed from the DPS grant funding.
- II. KPB agrees to employ reasonable means to hire two qualified individuals to fill the newly created temporary dispatcher positions solely to support the SPSCC operations.
- III. DPS and KPB agree to share responsibility of interviewing qualified applicants for hire. At a minimum, the interview board shall consist of the SPPCC E-911 Manager and a DPS designee. KPB shall have final authority regarding all hiring and termination decisions of KPB employees.
- IV. DPS agrees to apply for grant funding to pay for the temporary dispatcher personnel services rendered by the two newly-created temporary dispatch positions on an annual basis, based on a Federal Fiscal Year. Each year that grant funds are made available, during the budgetary approval process, approval from the KPB Assembly will be required to continue the temporary employment of dispatcher(s) in support of the SPSCC operations.
- V. DPS agrees, to pay for all the personnel services provided by the two newly-created temporary dispatch positions through an invoice process set up between DPS and KPB.
- VI. KPB agrees to provide an invoice for reimbursement for services on a monthly basis and due no later than the tenth of the following month to insure a timely reimbursement. Reimbursement invoices will be accompanied by backup documentation, meeting reporting requirements established by DPS and grant program.

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VII. DPS and KPB agree that reimbursement for personnel services may include but not be limited to regular wages, FICA, Medicare, unemployment benefits and when required or eligible, overtime wages, holiday pay, shift differential pay, PERS, health insurance, life insurance, leave, leave cash-outs, longevity increases and legal fund. Total cost of personnel services until June 30, 2011, exclusive of shift differential pay, longevity increases, and leave cash-outs for each dispatch position will be based on an annual cost of \$81,362 (Range M – Step 1 position). Temporary employees shall be assessed a service fee as defined in Article 3 Section 2(a) of the Kenai Peninsula Borough Employees Association Collective Bargaining Agreement (CBA) and will then be eligible for benefits as defined in the CBA. Should any costs associated with the new temporary dispatch positions arise that are not addressed by this agreement, DPS and KPB will attempt to resolve the responsibility for the costs in good faith consistent with the spirit and intent of this agreement. DPS understands and agrees that the KPB has not budgeted nor allocated any funds, nor intends to provide any funding for the two new temporary dispatch positions. Continued approval of these positions is contingent upon the KPB Assembly as required by the KPB Code.

i. As of December 24, 2010, funds exist in DPS's grant through the Alaska Highway Safety Office (AHSO). Payment for temporary personnel services will not start until January 1, 2011, which is the beginning of the second quarter of Federal Fiscal Year 2011. Original funding requests through the AHSO were in the amount to cover personnel services at a rate for two DPS dispatcher positions. The rate of pay for KPB dispatchers are at a higher rate than that of a DPS dispatcher. No funds dedicated to dispatch positions have been expended during the first quarter and leaves sufficient funding for the two newly-created temporary KPB dispatchers for the remainder of FFY2011. Funds for year one of this agreement may not exceed \$129,820 for the remainder of FFY2011. DPS will increase the AHSO request to meet the KPB dispatcher pay and cost requirements.

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VIII. KPB agrees to annually draft an addendum for DPS describing increases in temporary personnel service costs anticipated for the following Federal Fiscal Year. This addendum to be received by DPS no later than the 15<sup>th</sup> of May. This will allow DPS to add any increases in funding request to the grant program prior to the grant program deadline.

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IX. DPS and KPB agree training will be provided by SPSCC, to include successful completion of the Communication Training Program, Emergency Medical Dispatch, and Emergency Fire Dispatch certifications.

X. DPS agrees to evaluate the possibility of creating two DPS employed dispatcher positions in the State Fiscal Year 2013 and on an annual basis thereafter if not authorized in FFY2013. If DPS is authorized to create two DPS dispatch positions through State of Alaska administrative processes, the funding for the two KPB temporary dispatcher positions created by this agreement will be used for the DPS dispatchers.

XI. If the State Funding for the two new temporary KPB dispatcher positions ends or falls short of completely funding the positions KPB will take necessary steps to terminate said temporary dispatch positions or may at its sole discretion make up the funding differential.

- XII. DPS and KPB agree that any modifications to the terms and conditions will be addressed by amendments signed by both parties, which will be attached as appendices to this agreement.
- XIII. DPS and KPB agree the term of this agreement shall be from the date of signatures. DPS will continue to provide funding for the KPB dispatch positions as long as grant funding is available or until DPS obtains authorization to create DPS dispatcher positions. [DPS](#) will continue to apply for grant funding on an annual basis. This agreement can be dissolved with a 60 day notice by either agency represented for any reason.

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**Department of Public Safety**

**Kenai Peninsula Borough**

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**Joseph Masters**, Commissioner  
Department of Public Safety

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**David R. Carey**, Mayor  
Kenai Peninsula Borough

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Date Signed

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Date Signed

Need to add notaries for signature and attestation for mayor.

