

By: Finance Department
Adopted: April 13, 2020
Yes: Burney, Graham, Harvey, Ledford, Velock
No: None
Absent: Dryden

**City of Wasilla
Resolution Serial No. 20-12**

A Resolution Of The Wasilla City Council Authorizing The Mayor To Enter Into An Agreement With The Alaska Department Of Corrections, Division Of Pretrial, Probation And Parole, For Dispatch Services Provided By Matcom Public Safety Dispatch Center.

WHEREAS, the Alaska Department of Corrections, Division of Pretrial, Probation and Parole (DOC/DP3), wishes to enter into an agreement with the City of Wasilla, Matcom Public Safety Dispatch Center (MATCOM) for the delivery of dispatch services to DOC/DP3 officers; and

WHEREAS, the term of the agreement shall be April 01, 2020 through June 30, 2020, subject to the termination provisions of the agreement, and will automatically renew July 1 of each year, with any changes being mutually agreed upon by both parties; and

WHEREAS, the City will receive \$60,000 annually (\$15,000 quarterly) from DOC/DP3 for the cost of dispatch services.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to enter into an Agreement with the Alaska Department of Corrections, Division of Pretrial, Probation and Parole for dispatch services provided by Matcom Public Safety Dispatch Center.

Effective Date. This resolution takes effect upon adoption.

ADOPTED by the Wasilla City Council on April 13, 2020.


Bert L. Cottle, Mayor

ATTEST:


Jamie Newman, MMC, City Clerk

[SEAL]

**City of Wasilla
Legislative Staff Report
Resolution Serial No. 20-12**

Authorizing The Mayor To Enter Into An Agreement With The Alaska Department Of Corrections, Division Of Pretrial, Probation And Parole, For Dispatch Services Provided By Matcom Public Safety Dispatch Center.

Originator: Troy Tankersley, Finance Director
Date: 4/1/2020

Agenda of: 4/13/2020

Route to:	Department Head	Signature	Date
X	Communications Manager		4/01/2020
X	Finance Director		4.1.20
X	Deputy Administrator		4/1/2020
X	City Clerk		4/1/2020
X	Mayor		4/1/2020

Fiscal Impact: yes or no

Funds Available: yes or no

Account name/number:

DOC/DP3 Dispatch Agreement 001-4200-342-10-18 \$60,000

Attachments: Resolution Serial No. 20-12 (1 page)
Dispatch Services Agreement Between Department of Corrections (DOC), Division of Pretrial, Probation and Parole (DP3) and the City of Wasilla, Matcom Public Safety Dispatch Center (5 pages)

Summary Statement: Matcom has committed to take part in an agreement with the Department of Corrections (DOC), Division of Pretrial, Probation and Parole (DP3), to provide dispatch services to their DP3 officers.

This added role to Matcom is fully funded by DOC and payable to the City on a quarterly basis at \$15,000 per quarter or \$60,000 per year. This agreement has a term of when signed to June 30, 2020 and would renew automatically July 1 each year unless the cancellation clause is exercised.

This agreement continues Matcom's goal of providing dispatch services, networking public safety entities, and a shared collaboration between municipal and state government entities to progress public safety.

Proposed Action: Adopt the Resolution.

MATCOM DISPATCH

City of Wasilla

1800 E. Parks Hwy.
Wasilla, AK 99654

Phone: 907.352.5401

Fax: 907.357.7877

www.cityofwasilla.com



Bert L. Cottle
Mayor

MatCom Public Safety
Dispatch



Jacob Butcher
Communications
Manager

DISPATCH SERVICES AGREEMENT

Between Department of Corrections (DOC) / Division of Pretrial, Probation and Parole (DP3) and Matcom Dispatch

Agreement dated as of the _____ day of _____, 2020, by and between the City of Wasilla and Department of Corrections (DOC) / Division of Pretrial, Probation and Parole (DP3) for the provision of dispatch services to DP3 Officers and establishing the terms of services and of compensation for those services.

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

A. DEFINITIONS

Unless the context otherwise requires, the terms defined in this section when used in this agreement shall have the following meaning, such definitions to be equally applicable to both the singular and the plural forms of any of the terms defined:

1. DP3 Officer shall mean the sworn officers for the Department of Corrections Pretrial, Probation and Parole Division which hold authority to arrest, and criminally charge offenders.
2. "Matcom" means the regional dispatch center currently located at 1800 E Parks Hwy in Wasilla.
3. Dispatch Service area for DP3 shall be defined as the geographic area of the Matanuska Susitna Borough.

B. TERM:

The term of the agreement shall be April 01, 2020 through June 30, 2020, subject to the termination provisions of section L. This contract will automatically renew July 1 of each year, with any changes being mutually agreed upon by both parties.

C. SERVICES TO BE PROVIDED BY MATCOM

1. Tracking of unit activity while deployed in the field to include site checks, offender contacts, arrests, transports, and arrest warrant records notification handling.
2. Standardized timely unit status checks to ensure the safety of those contacting offenders and conducting site visits.
3. Prompt communications, normally via radio dispatch but that may be accomplished by any means appropriate to the particular call for service.
4. Accurate recording and logging of incoming and outgoing radio transmissions, emergency requests for services, and providing such records of calls as requested by the head of DOC/DP3 or designee.
5. To provide the above services in a manner that does not discriminate, but which may prioritize based on the nature of the call

6. Matcom shall provide adequate training to the dispatchers to ensure their proper performance under this agreement.
7. The dispatch facility shall be secure and provided for adequate protection against structural breach or compromise, either by natural forces or manmade. Additionally, the facility will have adequate space and power requirements to fulfill these services and have a back-up power source to ensure uninterrupted services.

D. RELATIONSHIP OF PARTIES

Matcom shall perform its obligations pursuant to the terms of this agreement as an independent contractor of DOC/DP3. DOC/DP3 shall not supervise or direct Wasilla other than as provided in this section

E. NON-DISCRIMINATION

In performing its duties and obligations under this agreement, no party may discriminate against any person in violation of law.

F. TERMINATION FOR CONVENIENCE OF PARTIES

Either party may terminate this agreement at any time by giving written notice to the other parties of such termination, at least 180 days prior to the effective date of the termination.

G. MODIFICATIONS TO THIS AGREEMENT

The parties may, from time to time, require changes to this agreement. Such changes must be agreed to by all parties, in writing, prior to any change being implemented. Any such modifications or changes shall become a part of the agreement.

H. THIRD PARTY BENEFICIARY

This agreement is for the benefit of the parties only and not for the benefits of any third party. The parties understand and agree that to the maximum extent possible, all activities carried on hereunder concern the establishment, funding, use, operation, or maintenance of an enhanced 911 system or are activities associated with those actions, and thus receive the immunity provided under AS29.35.133 or AS09.65.070 or both or any other law. Each party assumes their own liability for third party tort claims.

I. ASSIGNMENT

None of the parties to this agreement shall assign an interest in this contract and shall not transfer any interest in the same without the prior written consent of all parties to this agreement.

J. EFFECT OF WAIVER

The failure of any party at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof or the right of any party thereafter to enforce each and every protection hereof.

K. SEVERABILITY

If any section or clause of this agreement is held invalid by a court of competent jurisdiction or is otherwise invalid under the law, the remainder of this agreement shall remain in full force and effect.

L. GOVERNING LAW

Any civil action arising from this contract shall be brought in the superior court for the Third Judicial District of Alaska at Palmer only. The law of the state of Alaska shall govern the rights and obligations of the parties. The common law rule of construction against the drafter does not apply to this agreement.

M. INTERPRETATION AND ENFORCEMENT

This agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only

N. NOTICES

Any notice required pertaining to the subject matter of the contract shall be personally delivered, delivered electronically to the Matcom Manager, or mailed by prepaid first class, registered, or certified mail to the following addresses:

To the City of Wasilla:
Matcom Communications Manager
1800 E. Parks Hwy
Wasilla, AK. 99654

Copy To:
City of Wasilla Mayor
290 E. Herning Ave.
Wasilla, AK. 99654

O. CAUSES BEYOND CONTROL

In the event a party is prevented by a cause or causes beyond control of the party from performing any obligation under this agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of contract which will render the party liable for damages or give rights to the cancellation of the contract for cause. However, if such cause or causes cease to prevent performance, the party shall exercise all reasonable diligence to resume and complete performance of the obligation with the least practicable delay.

The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the party and which prevent the performance of the party: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the party from performing the terms of the contract as set forth herein. Events which are peculiar to a party and would not prevent another similar party from performing including, but not limited to, financial difficulties are not causes beyond the control of the party.

P. ENTIRE AGREEMENT

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 these contained herein, and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

Q. ACKNOWLEDGEMENT

The parties acknowledge that they have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.

R. PAYMENT

DOC/DP3 agrees to pay City of Wasilla for dispatch costs, the amount agreed to herein and under any extensions of this agreement.

DOC/DP3 shall pay Wasilla quarterly payments according to the following schedule:

\$15,000.00 no later than April 15 for the service period of: April 1 – June 30

\$15,000.00 no later than July 15 for the service period of: July 1 – September 30

\$15,000.00 no later than October 15 for the service period of: October 1 – December 31

\$15,000.00 no later than January 15 for the service period of: January 1 – March 31

S. AMENDMENTS, MODIFICATIONS, AND SUPPLEMENTS

The parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by duly signed, written amendments.

City of Wasilla Mayor

Bert Cottle

Date

NAME

SIGNATURE

TITLE

Date
