

DISPATCH SERVICES AGREEMENT

THIS DISPATCH SERVICES AGREEMENT (“Agreement”) is entered into as of XXXX the (“Effective Date”) between the City of Cordova, Alaska (“Cordova”) and the City of Saint Paul, Alaska (“CSP”).

Recitals

A. CSP desires to have Cordova, through the Cordova Police Department (“CPD”), provide the following dispatch services listed in Section 1 to CSP.

B. This Agreement sets forth the terms and conditions of the Parties’ agreement.

Agreement

NOW, THEREFORE, in consideration of the above recitals and the following mutual covenants, Cordova and CSP agree as follows:

1. Cordova and CPD Services. Cordova will provide the following services to CSP on a 24/7 basis (collectively “Services”):

- a. To receive emergency and non-emergency calls on behalf of CSP; and
- b. To dispatch law enforcement, fire, emergency medical and search and rescue calls for service; and
- c. Enter calls for service into the CSP’s eForce Computer Aided Dispatch system; and
- d. Communicate to dispatched public safety services via emergency radio systems and/or cell phones; and
- e. Provide access to 911 recordings when requested; and
- f. Initiate NIXLE emergency messages when appropriate.

2. CSP’s Obligations. CSP shall have the following obligations:

- a. CSP will provide Cordova with the following:
 - i. Upon execution of this Agreement, a list of all Department of Public Safety personnel, including contact information for all identified personnel; CSP will provide an updated list and contact information when any change to personnel or their contact information occurs; and
- b. CSP will be responsible for the following:
 - i. Assigning and tracking case numbers for all Saint Paul Island calls for public safety services.

- ii. All clerical support, excluding the Services.

3. Payment for Service. In consideration for Cordova's competently, professionally, and timely providing the Services to CSP, with at least the same level and quality as provided to the residents of Cordova, CSP will pay Cordova One Hundred and Forty Thousand dollars (\$140,000) each year. Cordova will submit an invoice to CSP monthly for \$11,666.67 and CSP will pay Cordova in full within 30 days of receipt of the invoice. The first payment owed under this Agreement is due within 60 days this Agreement's Effective Date and the prorated amount owed to Cordova will be calculated based on this Agreement's Effective Date.

4. Term. This Agreement is effective as of the Effective Date and terminates on December 31, 2025 (the "Termination Date"). If the parties, at least 60 days before the Termination Date agree in writing, this Agreement can be extended beyond the Termination Date for one additional period of one-year. All terms and provisions in this Agreement apply if the parties enter a one-year extension period.

5. Early Termination. Either party may terminate this Agreement before the Termination Date by providing 30 days written notice to the other party.

6. Default and Remedies.

- a. An occurrence of any of the following, at any time during the Agreement, constitutes a default by CSP:
 - i. CSP fails to pay any sum to be paid by CSP within ten (10) days after the payment is due;
 - ii. CSP fails to observe or perform any of its other covenants, agreements, or obligations, and within thirty (30) days after Cordova provided CSP written notice specifying the failure or failures, CSP has not commenced and diligently pursued correcting the default.
- b. An occurrence of any of the following, at any time during the Agreement, constitutes a default by Cordova:
 - i. Failure to competently, professionally, and timely providing the Services to the CSP, with at least the same level and quality as provided to Cordova;
 - ii. Cordova fails to observe or perform any of its other covenants, agreements, or obligations, and within thirty (30) days after CSP provided Cordova written notice specifying the failure or failures, Cordova has not commenced and diligently pursued correcting the default.
- c. In the event any party is in default as defined in this Section 6, and the time to cure has expired, the non-defaulting party, may do one either of the following: (1) perform the uncured obligation for the non-complying party and seek reimbursement for the reasonable cost of such performance from the non-complying party, including but not limited to reasonable attorneys' fees and other expenses; or (2) declare this Agreement

immediately terminated and recover an amount, to be due immediately upon termination, equal to one month's fees under this Agreement, it being understood by the parties that the actual amount of damages incurred by a breach in performance is difficult if not impossible to calculate and the liquidated damages amount is not intended as a penalty, but as a negotiated compensation amount. No delay or omission in the exercise of any right or remedy by a party on any default by the other party will impair the right or remedy or be construed as a waiver. Each party waives the right to see special, punitive or consequential damages against the other.

7. Mutual Indemnity. Cordova will indemnify, defend, and hold CSP harmless, and CSP will indemnify, defend, and hold Cordova harmless, from any claim, liability, loss, damage, or expense caused by the act or omission of the indemnifying party or its agents, employees, contractors, or invitees with respect to the Services and other obligations detailed in this Agreement. The agreements in this Section 7 will survive any termination of this Agreement.

8. Insurance. During the term of this Agreement, Cordova shall carry the following policies of insurance with the following minimum limits already carried by each Party. CSP shall be named an additional insured on such policies and shall receive proof of insurance meeting the requirements of this Agreement promptly upon request.

9. No Joint Venture. Nothing contained in this Agreement will be deemed to create any partnership, joint venture, or other arrangement between Cordova or CSP. 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 sent by electronic mail (to all addresses listed):

Cordova: City of Cordova
Helen Howarth, City Manager
PO Box 1210
601 1st St
Cordova, Alaska 99574
Email: citymanager@cityofcordova.net
Phone: (907) 424-6200

CSP: City of Saint Paul, Alaska
Phillip A. Zavadil, City Manager
PO Box 901
Saint Paul Island, Alaska 99660
Email: pazavadil@stpaulak.com
Phone: 907-341-3994

The parties may, from time to time, designate a different email 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. Cordova and CSP may only assign their obligations under this Agreement with the prior written consent of the non-assigning party.

12. Authority. Cordova and CSP 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 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 attorneys' fees. 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 by a writing signed by all parties to be bound. This Agreement is binding upon and benefits the successors in interest and assigns of each of the parties hereto, provided all transfers are subject to Section **Error! Reference source not found**. 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 OF CORDOVA:

CITY OF SAINT PAUL, ALASKA:

Hellen Howarth, City Manager

Phillip A. Zavadil, City Manager