

SHARED SERVICES AGREEMENT

This Shared Services Agreement (“Agreement”) is entered into this _____ day of _____ 2025, the (“Effective Date”) between the City of Valdez (“Valdez”), on behalf of the Valdez Public Safety Dispatch Center, and the City of Whittier, Alaska (“Whittier”) on behalf of the Whittier Department of Public Safety (“WDPS”).

RECITALS

- A. Whittier desires to have Valdez 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 Personnel conduct law enforcement patrols, participate in search and rescue operations, provide emergency medical and fire responses, and respond to public safety incidents.
- B. Valdez provides dispatch services to its own police department and other agencies. Valdez is asked to provide certain dispatch services to Whittier and WDPS Personnel.

AGREEMENT

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

- 1. Valdez 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;
 - c. Conduct regular welfare checks on WDPS Personnel consistent with Valdez’s Policy and Procedures Manual;
 - d. Assign case numbers and entering data related to calls for service for all Whittier law enforcement, emergency services, and Whittier public safety and emergency response activities, including law

enforcement and public safety activities undertaken in Girdwood, Alaska; and

- e. Valdez agrees to install and operate a telephone system for WDPS, including non-emergency phone number _____ and the 911 emergency phone number _____, to be answered by Valdez 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 Valdez 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 Valdez in a timely manner.
- b. WDPS will require all WDPS Personnel to:
 - i. Contact Valdez 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 Valdez 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 Valdez'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 Valdez to provide normal dispatch-related answering services for non-emergency and 911 calls.
 - ii. In the event Valdez loses telephone service, WDPS will assume phone answering duties until services are restored.
 - iii. Provide Valdez with a Report Management System and/or

Computer Aided Dispatch (RMS/CAD) and offer training to users (as needed to new users).

3. **Payment for Service.** Whittier will pay to Valdez the annual amount of \$91,125.00 in monthly installments of \$7,593.75 per month for the services provided under this Agreement. Whittier will pay \$7,593.75 in full by the first of each month in which services are provided (even if Valdez does not provide an invoice), and Whittier reserves the right to pay any portion of the annual payment in advance.
4. **Term.** This Agreement is effective as of April 16, 2025, and terminates on April 15, 2028 (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 two additional one-year extension periods. All terms and provisions in this Agreement apply if the parties enter into any 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 Valdez.
6. **Public Safety Holder of Record.** WDPS and Valdez will cooperate to prepare and submit a Department of Public Safety Holder of Record Agreement, so Valdez 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:
 - a. Whittier fails to pay any sum to be paid by Whittier within thirty (30) days after the payment is due, after receiving notice.
 - b. Whittier fails to observe or perform any of its other covenants, agreements, or obligations, and within thirty (30) days after Valdez provided Whittier written notice specifying the failure or failures, Whittier has not commenced and diligently pursued correcting the

default.

8. **Mutual Indemnity.** Valdez will indemnify, defend, and hold Whittier and WDPS harmless, and Whittier and WDPS will indemnify, defend and hold Valdez 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, WDPS or (Company). 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:

Valdez: City of Valdez
c/o City Manager
PO Box 307
Valdez, Alaska 99686
E-mail: jdouglas@valdezak.gov
Phone: 907.835.4313

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.** Valdez, WDPS, and Whittier may only assign their obligations under this Agreement with the prior written consent of the non-assigning party.
12. **Authority.** Valdez 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 OF WHITTIER, ALASKA

BY: Jackie C. Wilde

DATE: _____

TITLE: City Manager

FEDERAL ID #: 92-0041440

PO Box 608
Whittier, Alaska 99693-0608

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming , Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

John Douglas, City Manager

Date: _____

**APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.**

Jake W. Staser

Date: _____