

Summary of changes to the Girdwood and Whittier Police contract from current to draft 2023

- Dates and grammar correction have been updated throughout the document
- Section highlighted in yellow are changes from Whittier Legal.

Part I Special Provisions section

- Section 3, subpart B: added language to address the one two-year extension option for 2026 & 2027
- Section 4, Subpart A: Describes the contract dollar amount for performance of police services in Girdwood. This covers 2023, 2024 & 2025. Whittier Legal would like to remove the word "satisfactory"
- Section 4, Subpart B: Addresses the dollar amount for a one two-year extension the contract for 2026 & 2027
- Section 4, Subpart D: is being removed from the contract as Whittier does not pay municipal taxes
- Section 4, Subpart E (D): Annual Adjustment of Compensation (CPI-U) is being removed from the contract
- Section 6, Subpart B: Language change per Whittier Lawyers direction

Part II General Contract Provisions

- Section 5, subpart B: Municipal Managers name updated
- Section 11: Municipal Managers name updated

Appendix A Scope of Work

- Section 9: Language added by Whittier Lawyer to add flexibility to annual reporting with how they spent the funds received from Girdwood to provide policing.

Appendix B Statement of 911 Service

- This section updated to current procedures and equipment that WPD is using for 911 management

Appendix C Summary, by Category, of Estimated Expenses

- This gives estimated idea of the expenses that WPD will incur between 2023 2025 & if extending to 2027 to provide policing services for Girdwood.

GIRDWOOD POLICE SERVICES CONTRACT

THIS AGREEMENT, is made and entered into this ____ day of _____, 20~~22~~¹⁹, by and between the Municipality of Anchorage, a State of Alaska municipal corporation (“Anchorage”), on behalf of the Girdwood Valley Service Area (“GVSA”), and The City of 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 with ~~two one~~ ~~one two~~-year options upon mutual consent of the parties;

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 1 page; and
- E. Appendix C – Summary, by Category, of Estimated Expenses, consisting of 1 page
- F. Appendix D – Girdwood Valley Service Area Map AMC 27.30.020, 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 The City of Whittier, Alaska.

D. "GVSA" means the area currently depicted as the Girdwood Valley Service Area in Anchorage Municipal Code 27.30.700, as shown on the map in Appendix D.

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. 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 on January 1, ~~2020~~2023, for a period of thirty-six (36) months, with option to renew for ~~one two one~~two-year extensions upon mutual consent of the parties.

Section 4. Compensation; Method of Payment.

~~A. Subject to the Contractor’s satisfactory performance and Subsection D, Anchorage shall pay the Contractor FIFTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$) 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 SEVENTY FIVE THOUSAND DOLLARS (\$675,000), as possibly adjusted by subsection D.~~

A. Subject to the Contractor’s satisfactory performance in compliance with the terms of this Contract, Anchorage shall pay the Contractor SIXTY-SIX THOUSAND EIGHTY-SEVEN DOLLARS (\$66,087.00) monthly, due the first of the month, and not later than the fifth of the month, provided the first payment shall be made within 20 days after execution of this Contract. Subject to the Contractor’s satisfactory performance in compliance with the terms of this Contract, monthly payments made pursuant to this Contract shall annually total SEVEN HUNDRED NINETY-THREE THOUSAND FORTY-FOUR DOLLARS (\$793,044).

B. If the Ceontract is extended for the two-year option period, subject to the Contractor’s satsifactory performance, Anchorage shall pay the Contractor SEVENTY-ONE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND NINETY-SIX CENTS (\$71,373.96) monthly, due the first of the month, and not later than the fifth of the month. Subject to the Contractor’s satisfactory performance, monthly payments made during the two-year option period shall annually total EIGHT HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$856,487.52).

~~B.~~ C. The Contractor is not entitled to any compensation under this Contract, other than as

Commented [1]: Changes here represent the 12% increase from the current contract annual amount of \$708,075.00 to \$793,044.00. It also shows the removal subsection D. Annual Adjustment of Compensation (CPI).

Commented [2R1]: Add language for the option to extend the contract for one two-year option stating in 2026 at increase of 8% from 793,044.00 to \$856,487.52.

Commented [3]: I worry that the use of “satisfactory” puts both parties in a position to litigate what is, and is not, “satisfactory” in the future. Instead, I recommend replacing the language with a more precise, less subjective reference that is tied to the terms and conditions of the Contract.

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expressly provided for in this section. Anchorage is not entitled to any services other than as expressly provided for in section 2, above.

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

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Commented [4]: This provision is redundant given the provisions in Part II regarding taxation.

~~D. Annual Adjustment of Compensation. Beginning on January 1, 2021 and annually on each January 1 thereafter and for so long as this Contract remains in force, the compensation owed under subsection A shall increase by the percentage increase, 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 payment 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 true-up by additional payment by Anchorage. Contractor shall invoice for annual adjustment not later than sixty (60) days after yearly CPI U is available.~~

Section 5. Termination of the Contractor's Services.

The Contractor's services under Part I, Section 2 this ~~C~~e 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. "Fails in any material way to perform its obligations," includes, but is not limited to, refusing or failing to investigate a major crime. "Major crime" includes but is not limited to homicide and sexual assault crimes. 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. For no cause with twelve (12) months' notice to the other party prior to termination.

Section 6. Duties Upon Termination.

A. *Reserved.*

B. If the Contractor's services are terminated, Anchorage shall pay the Contractor the reasonable value of the services ~~satisfactorily~~ rendered in compliance with this Contract 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 Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination and (i) for the services rendered and goods delivered prior to termination (with services being pro-rated, if applicable), and (ii) any stranded investment or cost (including license fees, installation costs, and subcontracts or other unrecoverable amounts) reasonably incurred by Whittier as a result of the termination. Payment under this subsection shall never exceed the total compensation allowable under Part I, Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage to the extent the final version thereof would become property of Anchorage had the contract not been terminated.

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 owed to 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 keep 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 amount 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) days' notice prior to cancelling any insurance policy required by this section.

D. Anchorage must be listed as an additional insured on all policies, except Worker's 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 Superintendent Maury F. Robinson
Department of Public Works
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: (907) 343-8088

Contractor: City of Whittier
Chief of Police
P.O. Box 608
Whittier, AK 99693
FAX: (907) 472-2344

Notices are effective upon the earlier date 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 the GVSA that are of a nature to which a local police force would typically be expected to respond.

CONTRACT WITH WHITTIER FOR GVSA POLICE SERVICES

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

CONTRACT WITH WHITTIER FOR GVSA POLICE SERVICES

PAGE 8

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 the 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, sexual orientation, gender identity, marital status, or physical or mental disability or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental 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 Americans 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 the 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. The 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 purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Jim Hunt
City Manager

Anchorage: ~~William D. Falsey~~ ~~Amy Demboski~~ Kent Kohlhasse Acting
Municipal Manager
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 deemed 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 under this Contract shall be the responsibility of the Contractor.

C. Anchorage and the Contractor shall each pay half of any fees and costs, including but not limited to reasonable attorney's fees (at rates typically paid by the Contractor for similar work) and costs, arising out of or resulting from legal claims filed against the Contractor or public records requests made of the Contractor when those claims or requests (a) relate to this Contract or its performance and (b) intentionally harass or unduly burden the 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 9b) was filed with the substantial intent of harassing or unduly burdening the 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 the Contractor. The Contractor 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 to 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. Contractor shall not 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 retention requirements under 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 or any discovery request, subpoena or other court order that is a part of a litigation proceeding.

Section 11. Availability of Funds.

To the extent that payments and performance under this Contract requires funds from future appropriates, 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

CONTRACT WITH WHITTIER FOR GVSA POLICE SERVICES

PAGE 12

and delivered shall constitute a duplicate original, but all counter parts shall constitute a single agreement.

MUNICIPALITY OF ANCHORAGE

CONTRACTOR

Name: ~~William D. Falsey~~ Amy Demboski
Title: Municipal Manager
Date:

Name: Jim Hunt
Title: City Manager
Date:
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”). Both parties agree that Officers are not required to be present in the GVSA every hour of every day. 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 lasting not less than 45 minutes each 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 mental 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 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 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 will enforce State law, including, but not limited to major crimes such as homicide and sexual assault, and may enforce Anchorage Municipal Code (AMC) Chapter 9.30, Stopping, Standing and Parking Generally, of the Anchorage Municipal Code and any related laws and regulations 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
 - e. Officers will provide service for major festivals and events in Girdwood, including but not limited to, New Year's Eve Celebration, Forest Fair, and Spring Carnival.

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.
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 Office; the Committee will meet for the purpose for receiving and exchanging information, and solely in an advisory capacity.
9. *Description of Whittier's Allocation of Amounts Paid.* Not later than 30 days after January 1, 2023, or a mutually agreed upon date in writing by both parties, 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

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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 mitigations 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 GVSA 911 calls for service from land lines and cellular calls, and is capable of accepting calls forwarded from other federal, state, and municipal agencies. GVSA 911 calls are received through APD Dispatch which routes the 911 based in GVSA to Cordova Dispatch.

Calls received through Cordova Dispatch are recorded and logged in to Whittier Police Department's ~~eFORCE~~ Computer Aided Dispatch and Record Management Systems (CAD/RMS) system. All calls are handled through secure encrypted ALMR radio communications.

Whittier maintains a non-emergency local number: 907-783-3223 and 907-472-2340.

Commented [6]: Update this section with the current operations

Commented [7]: I agree that this Appendix should be updated, as necessary, to reflect current services.

APPENDIX C

~Summary, by Category, of Estimated Expenses~

Commented [8]: Update costs for 2023

Summary of 2020-2023 , 2024, and 2025 Costs for Girdwood Contract	
Officer Wages and Benefits	\$474,836.70 <u>531,917.00</u>
Uniform and Equipment	\$14,000.00 <u>34,000.00</u>

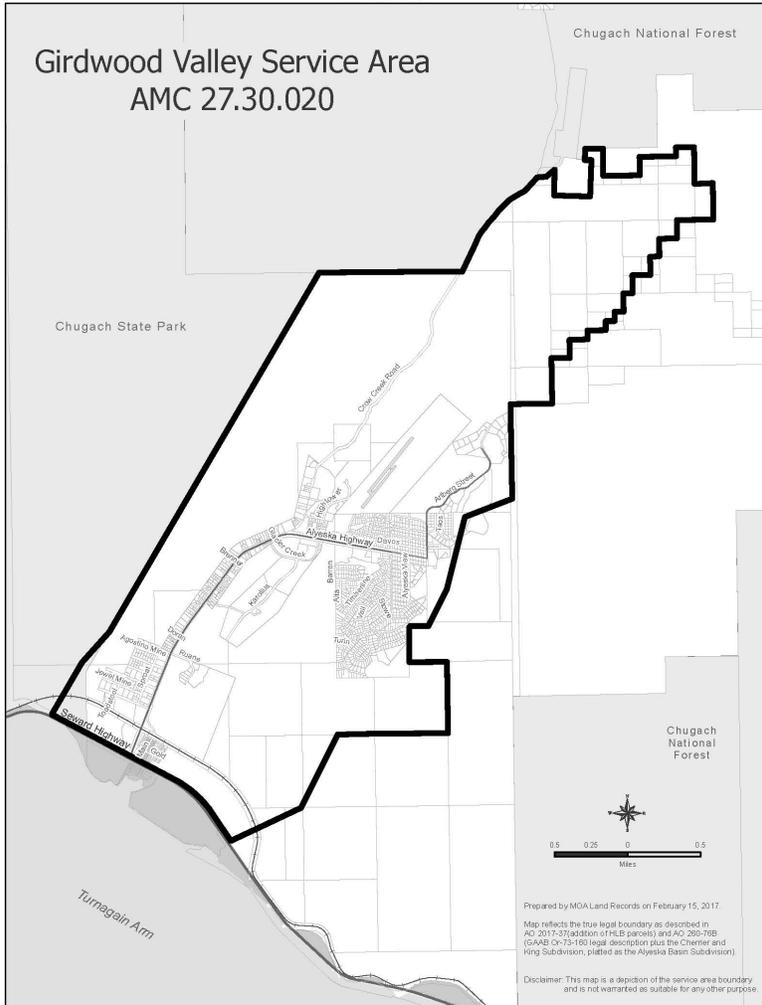
Liability and Auto Insurance	\$11,250.00 <u>21,250.00</u>
Dispatch Services	\$25,000.00 <u>30,000.00</u>
Vehicle and Equipment Cost, Including Depreciation	\$58,000.00 <u>68,000.00</u>
Vehicle Fuel	\$21,120.00 <u>23,620.00</u>
Supplies including Ammunition	\$8,850.00 <u>9,550.00</u>
Officer Travel and Training	\$5,200.00 <u>6,200.00</u>
Internet <u>Online Services/Storage</u>	\$10,500.00 <u>20,500.00</u>
Misc. Expenses	\$3,750.00
Admin Costs	\$44,275.47 <u>44,757.00</u>
Total	\$676,782.17 <u>793,044.00</u>

Summary of 2026 and 2027 Costs for Girdwood Contract	
<u>Officer Wages and Benefits</u>	<u>\$ 574,470.00</u>
<u>Uniform and Equipment</u>	<u>\$ 39,000.00</u>
<u>Liability and Auto Insurance</u>	<u>\$ 23,750.00</u>
<u>Dispatch Services</u>	<u>\$ 35,000.00</u>
<u>Vehicle and Equipment Cost, Including Depreciation</u>	<u>\$ 70,500.00</u>
<u>Vehicle Fuel</u>	<u>\$24,620.00</u>
<u>Supplies including Ammunition</u>	<u>\$ 11,050.00</u>
<u>Officer Travel and Training</u>	<u>\$ 7,091.00</u>
<u>Online Services/Storage</u>	<u>\$ 22,500.00</u>
<u>Misc. Expenses</u>	<u>\$4,250.00</u>

<u>Admin Costs</u>	<u>\$ 44,257.00</u>
Total	\$ 856,488.00

APPENDIX D

~Girdwood Valley Service Area Map AMC 27.30.020~





MUNICIPALITY OF ANCHORAGE

ASSEMBLY MEMORANDUM

No. AM 713-2022

Meeting Date: December 6, 2022

1 **FROM: MAYOR**

2
3 **SUBJECT: SOLE SOURCE CONTRACT WITH THE CITY OF WHITTIER (WHITTIER) FOR**
4 **PROFESSIONAL POLICE SERVICES TO THE MUNICIPALITY OF**
5 **ANCHORAGE (MOA), GIRWOOD VALLEY SERVICE AREA (GVSA)**
6 **(\$2,379,132.00).**
7

8 GVSA is requesting approval of a Sole Source Contract with Whittier to provide professional
9 police services for a Not to Exceed (NTE) amount of \$793,044.00 per year, from January 1,
10 2023, through December 31, 2025, for an NTE amount of \$2,379,132.00, with one (1) two-year
11 option to renew at an NTE amount of \$856,488.00 per year, for an NTE amount of
12 \$1,712,976.00.
13

14 Whittier is the only professional law enforcement agency with the ability and willingness to
15 provide officers to be physically present and to provide law enforcement within the GVSA over
16 the relevant time period. Whittier will respond to calls 24 hours a day, seven days a week, and
17 maintain regular physical patrols within the GVSA.
18

19 The Assembly previously approved a Contract with Whittier for these services, via Assembly
20 Memorandum (AM) 704-2019, dated October 22, 2019. There was an error in that AM. It
21 approved a Contract through December 31, 2023, with two (2) one-year renewal options,
22 whereas the Contract was executed through December 31, 2022, with the same options.
23 Whittier has declined options to renew the current Contract.
24

25 Based upon the above information and the Department Memorandum, it is recommended that
26 the Assembly approve this Sole Source Contract for professional police services in the GVSA
27 with Whittier, in the initial NTE amount of \$793,044.00 per year for the first three years for a
28 total NTE amount of \$2,379,132.00, with one (1) two-year option to renew in the NTE amount
29 of \$856,488.00 per year, for an NTE amount of \$1,712,976.00. If all options are exercised, the
30 total NTE amount will be \$4,092,108.00.
31
32

33 Recommended by: Kyle Kelley, Girdwood Valley Service Area Manager
34 Concurrence: Rachele A. Alger, Purchasing Director
35 Fund Certification: Grant Yutzenka, Acting CFO
36 106000-450000-530380 FY2023 \$793,044.00
37 (Operating Budget)
38 106000-450000-530380 FY2024-FY2025 \$1,586,088.00
39 (Operating Budget, Subject to Appropriation)
40 106000-450000-530380 FY2026-FY2027 \$1,712,976.00
41 (Operating Budget, Subject to Appropriation)
42 Concur: Amy Demboski, Municipal Manager
43 Respectfully submitted: Dave Bronson, Mayor



Municipality of Anchorage

Girdwood Valley Service Area

MEMORANDUM

DATE: November 8, 2022

TO: Rachelle Alger, Purchasing Department Director

THRU: Saxton Shearer, Director of Maintenance & Operations SS

THRU: Jessica Michou, Junior Accountant JM

FROM: Kyle Kelley, Girdwood Service Area Manager KK

SUBJECT: Requesting a Sole Source Contract for Law Enforcement Services in the Girdwood Valley Service Area (GVSA) with the Whittier Police Department (WPD), City of Whittier, Alaska.

The Girdwood Valley Service Area (GVSA) requests approval of continuing a sole-source contract with the City of Whittier, Alaska to provide policing services. City of Whittier has agreed to continue providing law enforcement services through WPD to the GVSA from January 1st, 2023, through December 31, 2025, with an option for a one (1) 2-year renewal until December 31, 2027. WPD has provided policing to GVSA for the last six years.

At this time and to our knowledge, Whittier is the only entity capable of providing the GVSA with police services as called for in the contract. The Whittier Police Department is the only law enforcement agency with the ability and willingness to provide officers to be physically present and provide law enforcement within the GVSA over the relevant period. That fact reasonable limits the sources of professional services to be called for in the contract to Whittier along. Cf. AMC 7.20.080A.5

Based upon the above information, it is recommended that the MOA Purchasing Department approve the sole-source contract be awarded in an amount not to exceed \$793,044.00 a year for a duration beginning January 1st, 2023 and ending not later than December 31, 2025. Renewal option to be picked up for another two years, the amount not to exceed \$856,488.00 a year for a duration beginning January 1st, 2025 and end no later than December 31, 2027. The total service cost of the contract will not exceed \$4,092,108.00.

Funding Source:
530380-106000-450000 FY 2023 \$793,044.00