

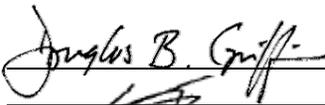
**CITY OF PALMER
ACTION MEMORANDUM No. 13-050**

Subject: Authorize the City Manager to Amend the Contractual Amounts for the Matanuska-Susitna Borough for Rescue and Dispatch Services Contract for the Year Beginning July 1, 2013, in the Total of Amount of \$9,966

Agenda of: June 25, 2013

Council Action: _____

Approved for presentation by:

City Manager	
City Attorney	
City Clerk	

Certification of Funds:

Total amount of funds listed in legislation:	\$	9,966
Original amount awarded by AM 13-030 for Dispatch Services	\$	827,070
Half in 2013	\$	413,535
Half in 2014	\$	413,535
New amount adopted by the Borough Assembly	\$	823,036
Half in 2013	\$	411,518
Half in 2014	\$	411,518
Difference	\$	<4,034>
Original amount awarded by AM 13-033 for Rescue Services	\$	36,000
Half in 2013	\$	18,000
Half in 2014	\$	18,000
New amount adopted by the Borough Assembly	\$	50,000
Half in 2013	\$	25,000
Half in 2014	\$	25,000
Difference	\$	14,000
Total difference in the two contract amounts	\$	9,966
This legislation (√):		
<input type="checkbox"/> Has no fiscal impact		
Creates:		
<input type="checkbox"/> A negative fiscal impact in the amount of:	\$	
<input checked="" type="checkbox"/> A positive fiscal impact in the amount of:	\$	9,966

✓ Funds are budgeted in line item 01-00-00-3422 to absorb the difference in the contract amount. A budget modification to *increase the revenue* in the line item is needed.

	Funds originally budgeted:	\$	<u>818,906</u>
(2013 Calendar Year Receipts)	Borough and Houston contracts:	\$	<u>827,967</u>
	Difference in budgeted funds:	\$	<u>9,061</u>

✓ Funds are not budgeted in line item 01-00-00-3428. Budget modification to *increase the revenue* in the line item is needed.

(2013 Budget)	Funds originally budgeted:	\$	<u>36,000</u>
(July - December 2013)	New amount amended by Borough:	\$	<u>25,000</u>
	Difference in budgeted funds:	\$	<u>7,000</u>

Unrestricted/undesignated fund balance (after budget modification) \$ _____

Director of Finance signature certifying funds: _____ 

Attachment(s):

- Contract for Rescue Services with Matanuska-Susitna Borough
- Contract for Dispatch Services with Matanuska-Susitna Borough

Summary statement: On April 9, 2013, Action Memorandum 13-030 was approved by the Palmer City Council authorizing the City's contract with the Matanuska-Susitna Borough for dispatch services. The contractual amount was \$827,070.

The borough staff made a clerical error and understated the amount for the contract in their legislation by \$4,034. This legislation containing the clerical was passed by the Borough at the June 4, assembly meeting. The Assembly adopted legislation in the amount of \$823,036 for the contract.

Additionally, on April 23, the Palmer City Council passed Action Memorandum no. 13-033 for the contract for rescue services with the Matanuska-Susitna Borough. The contract amount was for \$36,000. The City administration had previously sought to increase the contract to \$50,000, but it appeared that these efforts had been unsuccessful. On June 4, the borough assembly adopted legislation in the amount of \$50,000 for the contract.

The administration recommends both of these contractual amounts be amended to reflect those of the borough. The City will benefit in the net amount of \$9,966. This action memorandum authorizes amending both the rescue and dispatch services contract.

Administration recommendation: Approve action memorandum no. 13-050.

AGREEMENT FOR RESCUE SERVICES

By and Between the
Matanuska-Susitna Borough
and the
City of Palmer

A. Purposes:

This agreement establishes the policies and procedures whereby the City of Palmer provides primary Rescue Services to the City of Palmer and the Greater Palmer Consolidated Fire Service Area, and mutual-aid Rescue Services to other Matanuska-Susitna Borough emergency services jurisdictions when requested.

B. Definitions:

For the purposes of this document, “rescue service” means:

- Responding to on road vehicular accidents as dispatched with an appropriate number of responders and performing all tasks associated with a vehicular rescue including, but not limited to:
 - Establishing a safety zone to include blocking traffic if necessary;
 - Assessing the situation to plan for the safest possible environment for the responders, the patients and bystanders;
 - Stabilization of the vehicle(s) including securing batteries, airbags and insuring a stable platform;
 - Using appropriate tools to provide the safest and most efficient manner of extrication including all hand tools, saws, scene lighting devices and heavy hydraulics;
 - Assisting the ambulance responders in appropriately packaging and removing any and all patients;
 - Assisting law enforcement officers and towing companies as requested to ensure scene safety while the vehicles are being removed from traffic areas;
 - Insuring all extrication equipment is recovered; and
 - Preparing all rescue apparatus as quickly as possible to be ready to respond to another call.

- Responding to off road incidents as dispatched with an appropriate number of responders and performing all tasks associated with an off road rescue including, but not limited to:
 - Insuring all responders have appropriate personal protective equipment as necessary for the environment;
 - Assessing the situation to plan for the safest possible environment for the responders, the patient and bystanders;
 - Utilizing an appropriate number of responders, snow machines, and/or ATVs as necessary to perform a safe and efficient off road recovery of the patient(s);
 - Assisting the ambulance responders and/or flight medics in appropriately packaging and removing any and all patients;
 - Insuring all equipment is recovered; and
 - Preparing all apparatus as quickly as possible to be ready to respond to another call.
- Responding as dispatched with the Matanuska-Susitna Borough Dive Team to assist with any off-water duties as requested.
- Responding as dispatched with an ambulance service to provide assistance with medical care or lifting assistance as necessary. The Borough will make every effort to limit the number of times Palmer Rescue is called to perform these tasks.

C. Authority:

This intergovernmental agreement for providing services and mutual-aid emergency services between the Matanuska-Susitna Borough and the City of Palmer is authorized pursuant to Alaska Constitution, Article 10 § 13, A.S. 29.35.010(13), and A.S. 18.70.150.

D. Insurance:

1. The City of Palmer agrees to maintain commercial general liability and auto liability limits as shown below:

Commercial General Liability

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

Auto Liability

\$2,000,000 Combined Single Limit Bodily Injury & Property Damage
Any one Accident

2. The City of Palmer agrees to Maintain Worker's Compensation Insurance, which shall be statutory as required by the State of Alaska. Employer's liability shall maintain limits no less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

E. Jurisdiction; Choice of Law, Severability:

Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

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

F. General:

The Director of the Matanuska-Susitna Borough Department of Emergency Services is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested. The Director will also be responsible for scheduling and conducting a semi-annual meeting to be attended by representatives of each participating agency. This does not prevent a special meeting to be held when requested by a participating agency.

1. This contract shall only be amended, modified or changed by a writing executed by authorized representatives of the parties
2. For the purpose of any amendment, modification, or changes to the terms and conditions of this contract, the only authorized representatives of the parties are:
 - a. Matanuska-Susitna Borough, Borough Manager
 - b. City of Palmer, City Manager
3. Any attempt to amend, modify or change this contract by either an unauthorized representative or unauthorized means shall be void.

G. Terms of Agreement:

1. It is agreed that the participants will assist each other with emergency rescue response, when requested.

2. No additional manpower and resources are required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the mutual aid provider responding to the incident.
3. In the event of mobilization, support under the terms of this Agreement will be provided on the basis of availability at the sole discretion of the mutual aid provider and will continue as long as the mutual aid provider is able to provide assistance.

H. Responsibilities:

1. The protection area of this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Greater Palmer Consolidated Fire Service Area for primary response. For mutual aid response, this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Matanuska-Susitna Borough.
2. In recognition of the urgent necessity for immediate and swift response in the event of emergency incidents requiring rescue services, and in order to protect human life and to assure minimum damage to and destruction of property, the City of Palmer agrees to provide primary response, and render assistance to the Greater Palmer Consolidated Fire Service Area and mutual aid response within the Matanuska-Susitna Borough, within operational capability using resources available at that time, when assistance is requested.
3. The City of Palmer Dispatch Center or Mat-Su Borough Director of Emergency Services (or designee) may request rescue unit response from the City of Palmer. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. The responding department shall report to the Incident Commander or Officer in Charge of the incident and shall be subject to the direction of that Incident Commander or Officer in Charge.
 - b. In the event of a major incident in the Greater Palmer Consolidated FSA or in a mutual aid response in the Matanuska-Susitna Borough, a unified command will be established between the Incident Commander or Officer in Charge of the City of Palmer and the Matanuska-Susitna Borough Department of Emergency Services Director or his designee.
 - c. Mutual aid resources shall be released as soon as their services are no longer required. Mutual aid resources may have to be released from the incident scene, if an emergency occurs within the City of Palmer and/or the Greater Palmer Consolidated FSA primary response area.

4. In no event shall the rescue service of one of the mutual aid providers to this agreement aid a jurisdiction of another mutual aid provider if, by so doing, the area of the mutual aid provider responding to the aid of another would be placed in jeopardy. The decision shall be made at the sole discretion of the Palmer Fire Chief, or Mat-Su Borough Director of Emergency Services.

I. Waiver, Non-Waiver:

1. Each party waives all claims against every other mutual aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.
2. The failure of the Borough or City of Palmer at any time to enforce a provision of this agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this agreement, or any part thereof, or the right of the Borough or City of Palmer to thereafter to enforce each and every protection thereof.

J. Interest, Non-Benefit:

1. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part thereof or to any benefit to arise from this agreement. No member of the legislature or officer of the state of Alaska or the Borough shall be admitted to any share or part hereof, or to any benefit to arise from this agreement.
2. No officer, member, or employee of the Borough or City of Palmer and no member of their governing bodies, and no other public official of the governing bodies shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this agreement.

K. Nondiscrimination:

In performing its duties under this agreement, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, status as a disabled veteran, or veteran of the Vietnam War era.

L. Review, Negotiation or Amendment, Modification:

1. This agreement will be reviewed annually by both parties each February.
2. The Borough and the City of Palmer, from time to time, may require modification, special review, negotiation or amendments in the scope and

content of this agreement. Requests to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Such written request will be submitted to the Matanuska-Susitna Borough Department of Emergency Services Director or the City of Palmer Fire Chief.

3. Unless otherwise amended or terminated, this agreement will remain in effect for one (1) year beginning July 1, 2013 with one (1) optional one (1) year extension by addendum. Upon approval by both parties, the amendment(s) or modification(s) will be attached to and become part of this document.

M. 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 agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

N. Contract Pricing:

The Matanuska-Susitna Borough will pay the City of Palmer \$50,000 (fifty thousand dollars) per year to provide rescue services as per this agreement.

O. Termination for Convenience:

The Matanuska-Susitna Borough or the City of Palmer may terminate this agreement at any time by giving written notice to the other party(s) of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days notice of such termination. In that event, all equipment, vehicles, supplies, reports, or other materials shall be returned to their respective owners.

P. Interpretation and Enforcement:

The City of Palmer and the Matanuska-Susitna Borough following negotiations between them are executing this agreement. 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 purposed only.

Q. Understanding:

The Matanuska-Susitna Borough and the City of Palmer 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. Implementation Clause:

This agreement is effective upon the approval by resolution by the City of Palmer Council and the Matanuska-Susitna Borough Assembly.

Matanuska-Susitna Borough

John Moosey, Borough Manager

Date

City of Palmer

Douglas B. Griffin, City Manager

Date

COOPERATIVE SERVICES AGREEMENT
Between the
CITIES OF PALMER and the MATANUSKA-SUSITNA BOROUGH
For
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

- a. "Palmer" means the City of Palmer;
- b. "Borough" means the Matanuska-Susitna Borough;
- c. "Parties" means Palmer, and the Borough;
- d. "Dispatch center" means the communications center located in the Palmer Public Safety Building.

2. Purpose

This Agreement is entered into between the Parties to set out the terms and conditions under which Palmer will provide Dispatch services for the Borough. The Agreement covers operation, staffing, cost allocation, and funding provisions for the Dispatch center.

B. TERM

The term of the Agreement shall be July 1, 2013 thru June 30, 2014, subject to the termination provisions of Section L. This contract may be renewed by mutual agreement of the Parties.

C. SERVICES PROVIDED BY PALMER

Palmer shall provide the following services to the Borough, and shall pay those costs associated therewith out of funds derived under this Agreement:

1. Twenty-four-hours-a-day, seven-days-a-week, E-911 telephone answering (call-taking) and Dispatching services, including the in-house telephone switch, telephone equipment and devices to include all incoming trunk lines, direct-inward-dialing (DID) lines, broadband internet services, and facsimile (FAX) lines not associated with the Enhanced 911 network (E-911).
2. The Dispatch facility shall be secure and provide for adequate protection against structural breach or compromise, either by natural forces or man-made. Additionally, the Dispatch center will have adequate space and power requirements to fulfill these services and have back-up power sources to ensure uninterrupted services.

3. Non-emergency telephone answering services for the Borough for telephone lines terminating in the Dispatch center or forwarded to the Dispatch center by the Borough.
4. Radio or telephone dispatching of emergency and non-emergency requests for services of the Borough. The services provided by the Borough include, but are not limited to:
 - a. Fire Services – currently eight fire service areas in the Borough;
 - b. Emergency Medical Services (EMS) – currently eight ambulance service areas and one first response unit area;
 - c. Rescue Services – currently eight rescue service areas;
 - d. Animal Care and Regulation – after-hours Dispatch of on-call personnel;
 - e. Incident Management Team (IMT) – Dispatch of the IMT during a disaster situation.
5. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to the Borough such records of those calls as the Borough deems necessary. Voice and electronic records shall be maintained by Palmer for a period of at least seven (7) years and shall be made available to the Borough upon request.
6. Palmer provides non-discriminatory Dispatch services. However, calls are prioritized based upon their nature.
7. Palmer provides for at least two full-time equivalent Dispatchers to be scheduled and on duty at all times for seven days per week, regardless of the following conditions: annual (personal) leave, sick leave, vacancy of a position, and required Dispatcher training.
8. Palmer shall provide adequate training to the Dispatchers to assure their proper and competent performance under this Agreement. Such training shall, at a minimum, include the following, and all Dispatchers shall receive instruction or confirmation of proficiency in the following:
 - a. Basic telephone answering including all functions of the Dispatch center telephone system;
 - b. Use of the computer aided Dispatch (CAD) system(s);
 - c. Use of the Alaska Public Safety Information Network (APSIN);
 - d. Dispatch Center Policy and Procedures Manual;
 - e. Knowledge of the Borough, including the contacts and chain of command of the Borough;
 - f. Knowledge of the city and community boundaries in the Borough;
 - g. CPR, including annual refresher courses as required;
 - h. Emergency Medical Dispatch protocols and usage, including the ProQA software application in the CAD computer system;

- i. Use of the InterAct (or equivalent) computer aided Dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;
 - j. U. S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and,
 - k. Use of Enhanced 911 (E-911) software and system.
9. Palmer shall account for all funds received and expended under this Agreement, and such funds shall be accounted for in a separate section under the Palmer financial accounts.
10. Palmer shall expend funds under this Agreement for the sole and exclusive purpose of providing E-911 and Dispatch and related services for the Parties.
11. Palmer shall provide for an audit of the Dispatch funds to be made available to the Borough when Contractor's annual audit is completed which shall be no later than 120-days following the close of each Contractor budget year.
12. Palmer shall provide the Department of Emergency Services (DES) daily reports of all service calls and their respective information from the previous day (00:00 hours to 23:59:59 hours). Such reports will be sent to the DES office no later than 10:00a.m. on the following morning.
13. Palmer shall provide monthly reports (including year-to-date totals) to the Borough, and other (ad hoc) reports on an as-needed basis, to include but not limited to:
 - a. Total Calls – a report of all calls Dispatched by type of service;
 - b. E-911 Calls
 - i. Total E-911 calls taken;
 - ii. Time interval between Call Taken to Dispatch Time – an average of the time difference between the time the calls are answered by the E-911 call-taker to the time the calls are Dispatched to a station and/or field unit;
 - c. Service Area Response Times – a 90% fractile time-formatted report for each type of service Dispatched, for the following segments of Dispatch:
 - i. Time Dispatched to time enroute;
 - ii. Time enroute to time on-scene;
 - iii. Time on-scene to the time clearing the scene;
 - iv. Arrival time at hospital to time available for response; and
 - v. Time clearing the scene to time in-quarters.
 - d. Medical Calls Report – number of medical calls by type of chief complaint.
14. Palmer shall promptly notify the Borough of any operational problems or malfunctions of Borough owned and provided equipment, software or services.
15. Palmer shall coordinate with the Department of Emergency Services on a real-time, and/or on an as-needed basis. This may include frequent communications between the Department of Emergency Services and the Dispatch Center by a variety of methods: direct telephone, e-mail, fax, and/or radio communications.

16. Palmer shall coordinate with the Borough the release of E-911 information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any 9-1-1 calls and/or any Dispatch information involving Borough assets. The Contractor shall release such items to the Borough, upon request.
17. Palmer agrees to not modify, alter, or place any software on any equipment provided through the Borough without the prior written approval of the Borough, which shall provide prompt written responses to Contractor regarding the request for approval.
18. If this Agreement is extended beyond calendar year 2012, Contractor shall provide to the Borough a proposed annual budget no later than 45 days prior to the budget being adopted by Contractor, and Contractor agrees to consider the comments and recommendations of the Borough in that budget.

D. SERVICES PROVIDED BY THE BOROUGH

The Borough shall provide the following equipment and services and shall pay for the costs of the items listed below out of funds arising out of the E-911 surcharge and the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide multiple-position E-911 call-taking consoles (not including the furniture) and related software and equipment, including maintenance and repairs unless those repairs are a result of damage by Contractor, or its agents or employees, whether intentionally caused or not, but the Borough shall provide warranty work in any event.
2. Provide E-911 telephone circuits and network devices.
3. Provide the E-911 system to include software, database of maps and addresses, computer equipment and related items, including annual maintenance and repair, except damage caused by Contractor, its agents or employees, whether intentional or not, but the Borough shall provide warranty work in any event.

Borough shall provide the following equipment and services and shall pay for the costs of the items listed below, but the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide an annual update of Borough operating procedures for Dispatch and provide any changes or modifications that may be required during the year.
2. Provide the Computer Aided Dispatch (CAD) system hardware and software; and, related maintenance and warranty.
3. Provide a radio system for the Dispatch of Borough emergency services such as fire, rescue, EMS, and emergency animal control.
4. Provide on an as-needed basis up to 12-hours-a-year in orientation training to new Dispatchers or as refresher training of current Dispatchers in Borough functions, operations and procedures.

5. Telephone lines and circuits to link Borough and the Dispatch center, including call forwarding lines and associated costs.
6. Borough shall promptly notify Contractor of any errors or omissions by Contractor, whether operational or otherwise, and Contractor will cure the problem.

F. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of the Borough. The Borough shall participate with Palmer in an annual operational review of the Dispatch center and make recommendations on changes, modifications or improvements. The Borough shall not supervise or direct Palmer other than as provided in this section.

G. NON-DISCRIMINATION

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

H. ALLOCATION OF COSTS

1. Palmer shall provide the Borough with Palmer's written estimates of the total costs of operating the Dispatch center for FY 2013, reduced by any E-911 surcharge revenues provided by the Borough according to Section J, below.

I. PAYMENTS

1. The Borough agrees to pay to Palmer for Dispatch costs in the amount of \$823,036.
2. The Borough shall pay Palmer two semi-annual payments according to the following schedule:
 - a. \$411,518 no later than July 31, 2013; and,
 - b. \$411,518 no later than January 30, 2014.

J. 911 SURCHARGE

By November first after each Borough fiscal year (July 1 through June 30), the Borough shall allocate to each City operating a Dispatch center the residual monies from the E-911 Revenue Surcharge as per Borough resolution.

K. USE OF E-911 DATA AND INFORMATION

Palmer shall provide training for the Dispatchers regarding the confidentiality and records access provisions of Borough's agreement with any and all Telephone Carriers connected to the E-911 system, based in part on Borough-supplied information specifying the training components.

L. TERMINATION FOR CONVENIENCE OF PARTIES

1. 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.

2. Should Palmer terminate the Agreement, the Borough may negotiate other agreements with another party to continue the Dispatch functions.

M. MODIFICATIONS TO THE 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.

N. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the Parties only and not for the benefit 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 AS 29.35.133 or AS 09.65.070 or both or any other law.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. NOTICES

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

To the City of Palmer
City of Palmer
Chief of Police
231 West Evergreen
Palmer, Alaska 99645

Copy to:
City of Palmer
City Manager
231 West Evergreen
Palmer, Alaska 99645

To the Matanuska-Susitna Borough
Matanuska-Susitna Borough
Director of Emergency Services
680 North Seward Meridian Parkway
Wasilla, Alaska 99654

Copy to:
Matanuska-Susitna Borough
Borough Manager
350 East Dahlia Avenue
Palmer, Alaska 99645

U. 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.

V. ACKNOWLEDGMENT

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.

CITY OF PALMER

DOUGLAS B. GRIFFIN, Manager

Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2013, Douglas B. Griffin personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC

My Commission expires: _____

MATANUSKA-SUSITNA BOROUGH

JOHN MOOSEY, Manager

Date

STATE OF ALASKA)
)ss
Third Judicial District)

On _____, 2013, John Moosey personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.

NOTARY PUBLIC

My Commission expires: _____