

**WASILLA  
POLICE  
DEPARTMENT**  
City of Wasilla

1800 E. Parks Hwy.  
Wasilla, AK 99654

Phone: 907.352.5401

Fax: 907.357.7877

[www.cityofwasilla.com](http://www.cityofwasilla.com)



Bert L. Cottle  
Mayor



Gene Belden  
Chief of Police

MatCom Public Safety  
Dispatch



Ruthan Josten  
Lieutenant

**DISPATCH SERVICES AGREEMENT**

**Between the City of Wasilla and Chickaloon Tribal Justice Department**

A. PURPOSE OF AGREEMENT. This Agreement between the City of Wasilla ("Wasilla") and the Chickaloon Tribal Justice Department ("Chickaloon") (collectively, the "Parties") sets out the terms and conditions by which Wasilla will provide dispatch services, Alaska Public Safety Information Network ("APSIN") access, and safety checks for Chickaloon Officers from the Wasilla Police Department's Dispatch Center ("Dispatch Center").

B. TERM. The term of the Agreement shall begin on signing and continue through June 30, 2018, subject to the provisions regarding termination set out below. The Agreement may be renewed by mutual written agreement of the Parties.

C. SERVICES PROVIDED BY WASILLA TO CHICKALOON. Wasilla will provide the following services during the term of this Agreement:

1. Chickaloon Officers with dispatch during traffic and other radio contacts. Wasilla will provide dispatch services to Chickaloon from 0700 to 2100 hours during the week and when called out on weekends and holidays.
2. Contact and support when the Alaska State Troopers ("AST") request that Chickaloon handle calls in the area.
3. Officer call logs upon request to include 10-8 and 10-7 times.
4. Notification to AST of Chickaloon requests for assistance if needed during calls.
5. Dispatching services typical of other departments served.
6. APSIN 10-27, 10-28, and 10-29 information to Chickaloon upon receipt of a justified request while Chickaloon Officers are performing law enforcement duties, including emailing and faxing copies of information for reporting.

D. CHICKALOON RESPONSIBILITIES.

1. Chickaloon will provide the following information to Wasilla:
  - a. Chickaloon Officer schedules, contact phone numbers, and email addresses.
  - b. Written authorization from the State of Alaska (Alaska State Troopers) authorizing release of information by Wasilla for each Chickaloon Officer. If no authorizing information is on file for a Chickaloon Officer, Wasilla will provide APSIN information for Officer Safety purposes only; no information will be released to the Officer.
  - c. Justification for APSIN information as requested by Wasilla.

- d. Officers will provide 10-8 and 10-7 notifications to Wasilla when on and off-duty.

E. RELEVANT INFORMATION REGARDING CHICKALOON.

1. Call Signs:

- a. Justice Director – Chief Matthew Schwier (6-B-61)
- b. Patrol Officer – Skylar Smith (6-B-62)
- c. Open Officer Position (6-B-63)

2. Telephone:

- a. Emergency calls for service- 911
- b. For non-emergency calls for service- 907-352-5454
- c. Admin calls forward to- 907-745-0700

3. Chickaloon radio traffic:

- a. On-duty Chickaloon Officers will call into Dispatch (907-352-5454) and advise that they are on duty and for Dispatch to monitor AST ALT1.
- b. The NCIC position in Dispatch will then monitor AST ALT1 or patch AST ALT1 with AST B NCIC. Chickaloon Officers will need the AST Patrol Key on their radios (AST B NCIC is encrypted so patching it to another channel; that channel and all of its radios need to be encrypted).
- c. When the Chickaloon Officers are done working for the day, they will advise Dispatch, that they are 10-7; the NCIC position in Dispatch will then stop monitoring and remove the patch between AST ALT1 and AST B NCIC talk groups.
- d. If Chickaloon is assisting AST on an existing call, the patch to AST B NCIC is removed and AST ALT 1 is patched into AST B so they can communicate directly with the Trooper.
- e. If AST is responding to assist Chickaloon, AST will switch radio communication to AST ALT 1 or AST B NCIC if it is a patch.
- f. 10-27, 10-28, and 10-29 checks as required for occasional traffic stops and accidents.
- g. Any traffic needed for calls that are handed to Chickaloon by AST (in accordance with the AST MOU on file).
- h. Safety checks for Chickaloon Officers when out on calls.
- i. VPSO B channel for officer communication in-house.

4. The area covered by this Agreement is:

- a. Mile 55/Moose Creek Campground to 110/Glacier View School of the Glenn Highway. (See Attached- MOU between Chickaloon and the Alaska State Troopers Dated, 12-06-2016).

F. PAYMENTS:



1. Chickaloon agrees to pay Wasilla \$1,000 per month for the first fiscal year of this Agreement, from July 1, 2017 through June 30, 2018. In the event that this Agreement is renewed for another term, the rate will be computed and adjusted prior to July 1, 2018 and each new fiscal year thereafter.
2. Payment shall be made upon Chickaloon's receipt of an invoice from Wasilla, with payment due no later than 14 calendar days after receipt.
3. Unless a written waiver is provided by Wasilla, should payment not be received by Wasilla within the 14 days after Chickaloon receives an invoice, this Agreement will be considered void.

G. PUBLIC RECORDS REQUESTS.

1. Requests for public information related to Chickaloon or services provided to Chickaloon by Wasilla will be forwarded to Chickaloon for distribution. Wasilla will not distribute any information on behalf of Chickaloon, except for distribution of requested information to Chickaloon, unless directed by a recognized State or Federal Court.
2. Requests for public information related to E-911 are evaluated by the agency that has the primary responsibility for the dispatched service. Release of medical information related to E-911 will be evaluated by the Matanuska-Susitna Borough. Release of enforcement information will be determined by the primary agency responding to the dispatched service.
3. Public record requests received by Chickaloon for information related to the services provided by Wasilla pursuant to this Agreement will be assessed a fee pursuant to the Wasilla Police Department's payment schedule as follows:
  - a. CD Audio: \$20.00 per CD.
  - b. Dispatch Log: \$5.00 per log.
  - c. Multiple requests with documented research: \$60.00 per hour, charged in quarter hour increments.
4. Wasilla's contact person for Police and Dispatch Service public records request is:

Amanda Graham, desk: 907-352-5427; Fax: 907-357-7877  
E-mail: [agraham@ci.wasilla.ak.us](mailto:agraham@ci.wasilla.ak.us)

H. CONFLICTS. Should a conflict arise between Wasilla and Chickaloon concerning dispatch services, the following steps will be followed:

1. Chickaloon's Director will contact Lt. Ruth Josten, Wasilla Manager, by phone or email at 907-352-5405 or [rjosten@ci.wasilla.ak.us](mailto:rjosten@ci.wasilla.ak.us).



2. If the conflict/complaint is not resolved at Step 1, Chickaloon's Director will contact Gene Belden, Wasilla Chief of Police, at [gbelden@ci.wasilla.ak.us](mailto:gbelden@ci.wasilla.ak.us).
3. If Wasilla has an issue with Chickaloon personnel, the Wasilla Dispatcher will communicate the issue to Lt. Josten, who will discuss the issue with Chickaloon's Director.

I. RELATIONSHIP OF PARTIES. The relationship of Wasilla to Chickaloon is that of an independent contractor. Wasilla and its employees are not employees, partners, agents, or joint venturers with Chickaloon. Nothing contained in this Agreement or otherwise communicated shall be construed in such manner as to create the relationship of employer/employee between Wasilla and Chickaloon, or between Wasilla's associates, agents, or employees and Chickaloon. Neither Party is responsible for the independent acts or omissions of the other Party, their officers, employees, or agents.

J. INDEMNIFICATION. To the fullest extent permitted by law, Chickaloon shall indemnify, defend, and hold harmless Wasilla and its employees, officers, council members, administrators, agents, and attorneys from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Agreement. Chickaloon further agrees to indemnify, defend, and hold harmless Wasilla and its employees, officers, council members, administrators, agents, and attorneys from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from actions taken by Chickaloon, its employees, officers, council members, administrators, agents, and arising out of or resulting from any services provided in response to Wasilla's dispatching of services.

K. NON-DISCRIMINATION. In performing its duties and obligations under this Agreement, no Party may discriminate against any person in violation of law, including discrimination because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

L. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement at any time by giving written notice to the other Party at least 30 days prior to the effective date of the termination. Payment made to Wasilla will be pro-rated and fund remaining for the duration of the fiscal year will returned to Chickaloon if the termination is initiated by the City of Wasilla.

M. MODIFICATIONS TO 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 changes shall become a part of the Agreement.



N. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only and not for the benefits of any third party. Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Parties.

O. ASSIGNMENT. None of the Parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of all Parties.

P. EFFECT OF WAIVER. The failure of any Party at any time to enforce a provision of this Agreement shall not constitute a waiver of the provisions, nor will it affect the validity of the Agreement or any part thereof or the right of any Party thereafter to enforce the Agreement.

Q. SEVERABILITY. If any part 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. LAW AND VENUE. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceedings relating to this Agreement shall be the Superior Court for the Third Judicial District of Alaska at Palmer. The common law rule of construction against the drafter does not apply to this Agreement. The Parties understand and agree that to the maximum extent possible, all activities hereunder concern the establishment, funding, use, operation, or maintenance of an E-911 system, or are activities associated with those actions, and thus receive the immunity provided under AS 29.35.133, AS 09.65.070, or both, or any other law.

S. ENTIRE AGREEMENT. This Agreement, and any appendices and amendments hereto, embody the entire agreement of the Parties. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the Parties.

T. ACKNOWLEDGEMENT. The Parties acknowledge they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel, and are executing this Agreement of their own free will.

U. AMENDMENTS, MODIFICATIONS, AND SUPPLEMENTS. The Parties may mutually agree to modify the terms of the contract. Modifications to the contract shall be incorporated into the contract by duly signed, written amendments.

V. EXECUTION IN COUNTERPART AND ELECTRONIC DELIVERY. This Agreement may be executed in counterpart and by electronic signature. When executed by all Parties the counterparts shall be considered a single document and all electronic signatures considered as originals.


W. INTERPRETATION AND ENFORCEMENT. The Parties execute this Agreement following negotiations between them. The Agreement 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 only for identification purposes.

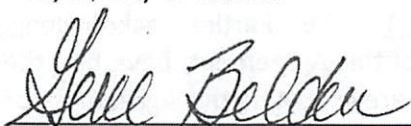
**CHICKALOON TRIBAL JUSTICE DEPARTMENT**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Gary Hay  
Director, Chickaloon Tribal Justice Department

\_\_\_\_\_  
Date: \_\_\_\_\_  
Matt Schwier  
Executive Director, Chickaloon Tribal Justice Department


**CITY OF WASILLA**

  
\_\_\_\_\_  
Date: 3/15/2017  
Bert Cottle  
Mayor, City of Wasilla

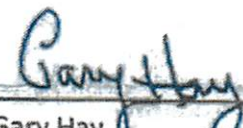
  
\_\_\_\_\_  
Date: 3/15/17  
Gene Belden  
Chief, Wasilla Police Department

W. INTERPRETATION AND ENFORCEMENT. The Parties execute this Agreement following negotiations between them. The Agreement 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 only for identification purposes.

**CHICKALOON TRIBAL JUSTICE DEPARTMENT**


  
Matt Schwier  
Director, Chickaloon Tribal Justice Department

Date: 3.2.17

  
Gary Hay  
Executive Director, Chickaloon Tribal Justice Department

Date: 3.2.17

**CITY OF WASILLA**

  
Bert Cottle  
Mayor, City of Wasilla

Date: 3/15/2017

  
Gene Belden  
Chief, Wasilla Police Department

Date: 3/15/17

COPY

## Memorandum of Understanding

### Chickaloon Tribal Justice Department and Alaska State Troopers Regarding Public Safety Assistance and Mutual Aid

The purpose of this document is to outline the basic understanding and parameters in which the Chickaloon Tribal Justice Department (CTJD) will assist the Alaska State Troopers (AST) in regard to public safety in select areas surrounding the Chickaloon and Sutton communities.

Chickaloon Tribal Justice Department responsibilities.

Chickaloon Tribal Justice Department will have responsibility at the following locations:

Chickaloon Tribal Housing located on Annie's Loop.

Health Care Clinic located on the first floor of 11495 North Callison Street in Sutton.

Chickaloon Transportation building located at 21117 East Meyers Avenue in Sutton, blue building.

Chickaloon Administrative and Accounting building located at 21117 East Meyers Avenue in Sutton, blue building.

Yah Ne Da Ah School located at 9109 North Glenn Highway, Palmer.

Chickaloon Tribal Justice Safety Building and Chickaloon Tribal Council Chambers located at 16166 North Glenn Highway in Sutton.

Chickaloon Tribal Justice Department will have law enforcement responsibility at the above listed locations under the following conditions:

Misdemeanor crimes in progress during regular work hours and after hours through an on call schedule.

AST will respond when CTJD is not available for response. AST will assume incident responsibility and may ask CTJD to conduct follow up to include supplemental documentation to be provided to AST.





Misdemeanor crimes reported after the fact can be held until CTJD is on duty and will assume incident responsibility. In the circumstances where an immediate public safety concern is determined, the report will be treated as a crime in progress.

Felony crimes in progress or after the fact will be the primary responsibility of AST. CTJD can be called to backup, assist, and/or conduct follow up as requested by AST to include supplemental documentation to be provided to AST.

Civil disputes will be handled by CTJD during regular work hours, after hours through an on call schedule, or the following day. In the circumstances where an immediate public safety concern is determined, the report will be handled as a crime in progress.

Welfare checks on Chickaloon Tribal Elders will be conducted by CTJD for the following Elders. AST will maintain law enforcement responsibility. Misdemeanors may be assigned to CTJD upon supervisor approval.

Albert Harrison – 11396 Riverview Way, Sutton.

Lloyd Shaginoff – 17997 All Elks Rd. Unit H, Sutton.

Norman Leison – 17989 All Elks Rd. Unit D2, Sutton.

Shirley Sorenson – 11311 Parks St., Sutton.

Don Shaginorr – 11588 Granite St., Sutton.

#### Agency Assist / Mutual Aid.

When requested and available, CTJD agrees to backup and assist AST within and outside the defined locations of CTJD responsibilities from mile 55 to mile 115 of the Glenn Highway with AST supervisor approval.

#### Moose Creek Campground:

Chickaloon Village has been contracted to manage the campground and address trespassing, squatting and burning issues. CTJD may act as the Chickaloon Village's representative, but is not responsible for law enforcement, unless requested by AST and approved by a supervisor.

Notifications:

CTJD will keep AST and Matcom advised of manning issues, scheduling issues, on-call changes, and provide updated schedules to include officer names and all contact information.

The Director of CTJD will notify the B Detachment commander of any issue within the CTJD's area of responsibility and any concerns.

Dispatch Services:

CTJD will maintain a contract with the City of Wasilla / Matcom Public Safety Dispatch for dispatch services.

Alaska Land Mobile Radio Communication (ALMR):

CTJD will maintain approval through SOA-DPS ALMR Talk Group Sharing Agreement.

Criminal Justice Information System:

CTJD will obtain an ORI and comply with all CJIS rules.

Palmer District Attorney:

CTJD will be responsible for developing a process with the Palmer District Attorney's Office for criminal submissions and processing of documents with the Palmer Court System.

Alaska State Troopers' responsibilities.

Training:

CTJD officer will be authorized to ride along with AST two days per month to observe and be exposed to incidents normally not presented within their area of responsibilities, Profession Development Ride Along's.

AST will not conduct FTEP for CTJD officers. The Director of CTJD may solicit an exemption through the B Detachment Commander.

Liability:

AST does not assume liability for actions taken by CTJD



Public Safety:

AST will assume public safety / law enforcement responsibilities when CTJD is not available.

AST will assume public safety / law enforcement responsibilities in the event CTJD dissolves and will consider this MOU terminated.

Radio:

CTJD will be authorized to use select channels on the AST/B Detachment Talk Group, as long as CTJD maintains approval through SOA-DPS ALMR Talk Group Sharing Agreement.

AST will provide instruction for radio usage to CTJD and radio designators to be used CTJD officers.

This Memorandum of Understanding can be terminated by Chickaloon Tribal Justice Department or the Alaska State Troopers at any time through written notification.

Name: MATT SEAR Signature: [Signature] Date: 12/1/16

Director Chickaloon Tribal Justice Department

Name: Brandy O'Malley Signature: [Signature] Date: 12/1/16  
For GARY HAY  
Chickaloon Village Traditional Council Executive Director

Name: [Signature] Signature: [Signature] Date: 12/1/16

Alaska State Troopers

[Signature]  
12/1/16