

Seward City Council Agenda Packet



Photo by Kris Peck

Monday, September 9, 2024

City Council Chambers

Beginning at 7:00 p.m.

1963 1965 2005



The City of Seward, Alaska

CITY COUNCIL MEETING AGENDA

City Council Chambers, 410 Adams Street



Please silence all cell phones and devices during the meeting

Mayor Sue McClure	Council Member Kevin Finch	City Manager Kat Sorensen
Vice Mayor John Osenga	Council Member Robert Barnwell	Deputy City Manager Jason Bickling
Council Member Mike Calhoon	Council Member Julie Crites	City Clerk Kris Peck
Council Member Randy Wells		City Attorney Sam Severin

Monday, September 9, 2024 at 7:00 p.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING *(Those who have signed in will be given the first opportunity to speak. Time is limited to 3 minutes per speaker and 36 minutes total time for this agenda item.)*
5. APPROVAL OF AGENDA AND CONSENT AGENDA *(Approval of Consent Agenda passes all routine items listed under Item 7. Consent Agenda items are not considered separately unless a council member requests an item be returned to the Regular Agenda.)*
6. SPECIAL ORDERS, PRESENTATIONS, AND REPORTS
 - A. Proclamations and Awards
 - 1) Proclamation for Sister City Exchange Students.....5
 - B. City Manager Report.....6
 - C. City Clerk Report.....17
 - D. City Attorney Report.....19
 - E. Other Reports and Announcements -None
 - F. Presentations *(Presentations are limited to ten minutes each, excluding Q&A, and are limited to two per meeting unless increased by council.)*
 - 1) Presentation on Sister City Exchange Student Visit to Obihiro, Japan
7. CONSENT AGENDA *(also marked with an asterisk *)*
 - A. Minutes of Preceding Meeting
 - 1)* Approval of the August 26, 2024 City Council Meeting Minutes.....21
 - B. Introduction of Ordinances -None
 - C. Resolutions

1) * Resolution 2024-046: Adopting Joint Resolution No. 2024-002 of the Assembly of the Kenai Peninsula Borough and the Councils of the Cities of Homer, Kachemak, Kenai, Seward, Seldovia, and Soldotna, Supporting the Kenai Peninsula Economic Development District’s Request that the 2026 and 2027 Cook Inlet Finfish Meetings Be Held in Soldotna, Alaska to Provide Resource Stakeholders the Opportunity to be Present at Public Discussions Affecting the Management of Their Resources.....	27
2) * Resolution 2024-047: Authorizing the City Manager to Enter into an Agreement with the Alaska Small Business Development Center and the Seward Chamber of Commerce, to Continue Funding the Small Business Advisor Position for Three Years, in the Amount of \$25,000 Per Year and Appropriating Funds.....	47
3) * Resolution 2024-048: Adopting a Revised Memorandum of Agreement Between the Kenai Peninsula Borough and the Cities of Homer, Kenai, Seldovia, Soldotna and Seward, for the Purpose of Intergovernmental Administration of Borough and City Elections.....	61
D. Other Items -None	
8. PUBLIC HEARINGS	
A. Ordinances for Enactment	
1) Ordinance 2024-013: Amending Seward City Code 15.10.226 - Land Uses Allowed to Standardize Language and Clarify Where Marijuana Establishments Are Allowed in Each Zoning District.....	80
9. UNFINISHED BUSINESS -None	
10. NEW BUSINESS	
A. Ordinances for Introduction -None	
B. Resolutions	
1) Resolution 2024-045: Authorizing the City Manager to Enter into a Service Agreement with Tyler Technologies, Priority Dispatch, U.S. Digital Designs, Dell Technologies, and the Kenai Peninsula Borough to Provide Computer Aided Dispatch (CAD) and Report Management Software (RMS) to the City of Seward for an Initial Cost Of \$215,788.89 and an Annual Recurring Cost of \$42,048 and Appropriating Funds.....	97
C. Other New Business	
1) Discuss Electric Infrastructure Project Funding.....	180
2) Discuss Seward Hospital	
11. INFORMATIONAL ITEMS AND REPORTS <i>(No action required.)</i>	
A. Boards and Commissions Minutes	

1) PACAB Meeting Minutes from May 1, 2024	183
2) Planning & Zoning Commission Meeting Minutes from August 6, 2024.....	187
B. Other Items	
1) Upcoming City Council Meetings	
a. Work Session Monday, September 23, 2024 at 5:30 p.m. Topic: Wells and Septic Systems Inside City Limits - Continuing discussion from August 26, 2024 Work Session on the same topic.....	191
b. Regular Meeting Monday, September 23, 2024 at 7:00 p.m.	
12. CITIZEN COMMENTS <i>(There is no sign in for this comment period. Time is limited to five minutes per speaker.)</i>	
13. COUNCIL AND ADMINISTRATION COMMENTS AND RESPONSES TO CITIZEN COMMENTS	
14. EXECUTIVE SESSION	
A. Per Seward City Code 2.10.033 E(2): Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion.	
City Manager Annual Evaluation	
15. ADJOURNMENT	



PROCLAMATION



WHEREAS, the City of Seward enjoys a fruitful and active Sister City relationship with Obihiro, Japan; and

WHEREAS, in August 2024, four Seward High School students: Makena, Olivia, Daniel, and Hunter, along with Deputy City Clerk Jodi Kurtz, made the long journey to Obihiro to represent Seward; and

WHEREAS, the exchange group experienced the culture and history of Obihiro, Japan throughout the week. They stayed with different host families, visited museums, landmarks, scenic gardens, and participated in a tea ceremony; and

WHEREAS, the exchange group also met with the Mayor of Obihiro at City Hall, participated in the 3-day celebration of the Heigen Festival, and was gifted a full kimono set; and

WHEREAS, due to a typhoon near Tokyo airport, the group was delayed an extra week in Japan. During this unexpected setback, the group persevered and made the most of their extra time by visiting the neighboring city of Sapporo and our Port Sister City, Kushiro; and

WHEREAS, the amazing hospitality of the host families, the City of Obihiro, and citizens of Japan have created memories and connections with our Seward group that will last a lifetime.

NOW, THEREFORE, I, Sue McClure, Mayor of the City of Seward, Alaska, recognize this Seward group of exchange students for going out of their comfort zone and experiencing a totally new culture in Japan, all the while representing the City of Seward Alaska. I encourage future students to take advantage of this remarkable opportunity to continue our Sister City exchange program with Obihiro, Japan.

Dated this 9th day of September 2024

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor



City Manager Report

September 9, 2024

Hello and happy September,

The last few weeks of August were filled with budget preparation meetings with each department head as we work toward developing and presenting a well-rounded and balanced budget for FY 25 and 26. The schedule for this year's budget information work sessions and special meetings is now available and attached in this report.

We're also working on an exciting transition in our Finance and Electric departments. Starting Sept. 3, the official management of the electric billing will be the responsibility of the electric department. Many of these changes will only be noticeable behind the scenes, but there are a few updates that all electric customers should look out for.

For all customers, both inside and outside city limits: In person inquiries and bill payments will be handled at the Electric Department in the City Hall Annex building at 238 5th Avenue. This change will be effective by October 1, 2024. All other payments, such as water and sewer bills, will still be taken at the front desk in City Hall.

For customers within city limits: Within the next few billing cycles you'll start receiving two separate bills. One will be for water and wastewater services, and the other will be for electricity. Our goal with this change is to make your billing clearer and easier to understand.

To aid in this transition, the utility counter at both locations will be closed on **September 24 and 25**. Bill payments will still be accepted over the phone during this time.

We believe these adjustments will help improve transparency and simplify your bills.

There is some travel coming up in the City Manager's office as well. Jason will be attending FEMA EOC training in Anchorage on September 11th and 12th. The training is an All Hazards Events training that addresses effectively planning for and managing large scale disaster events.

Kat will be out of town right after from September 13 to September 25, which includes the annual International City Management Association Meeting from September 20 to September 25 in Pittsburgh, PA. This is a great opportunity to connect with communities across the world and hear how they are tackling some of the big challenges that face us all. Some of the exciting discussions that I'm looking forward to include – Secret Ingredients to Employee Retention and Wellness in Local Government, Rethinking the Design of Capital Improvement Projects, and How Small Community Leaders can Best Leverage Resident Feedback. Because of the conference, I will be absent from the September 23 meeting.

On top of all this, Jason has been tackling the Heat Loop Project with the ad hoc committee. The Department of Energy Phase 2 submission deadline is September 30th, with our

presentation to DOE scheduled for October 16th. The National Renewable Energy Laboratory (NREL) team will be visiting on September 13th in preparation for the submission.

Thanks,

Kat Sorensen

Department	Order Date	Vendor	Description	Amount
CITY SHOP	8/09/2024	RWC	Repair to vehicle #136	7,674.37
CITY SHOP	8/09/2024	CATALYST MARINE ENGINEERING LLC	Shop/W/WW/Streets Operating Material: Hypertherm Powermax 85 Plasma Cutter	5,035.00
PARKS MAINTENANCE	8/20/2024	CRAIG TAYLOR EQUIPMENT	Parks and Rec Tool Cat Repairs. Damaged fuse box.	10,437.00
CITY SHOP	8/20/2024	RWC INTERNATIONAL, LTD	Emergency purchase. Turbo replacement for Water Truck breakdown. #103	5,773.95

Finance

- The Finance Department is undergoing some internal reorganization, and staff are being cross trained to serve customers at the Utility Counter
- The permanent position at the Utility Counter is open, and Finance is looking for a dedicated, customer-oriented person to join the team!
- Budget preparation meetings with department heads have been ongoing and productive

Fire Department

- Fire Calls for the Year: 350
- Building Permits Issued for the Year: 38 with building valuation of \$3,900,701
- Thanks again to Glacier Towing for supplying us with vehicles to practice extrication skills last week
- **Fire can double every 30 seconds**
Given the right conditions; it takes just ½ a minute for a fire to double in size. This is why it’s crucial to evacuate a burning building as quickly as possible. Just for reference, a house can be completely engulfed in flames in just 2 ½ minutes!

Community Development

- The city's 30-day draft review period for the updated Hazard Mitigation Plan closed on September 1st. The borough is currently integrating public input and finalizing the next draft. The next step in the process is to submit the plan to the State and FEMA for their respective 30- and 45-day review periods. Once the plan is updated with feedback from the State and FEMA, the plan will come back to the Planning & Zoning Commission to recommend approving before being sent to Council for final approval.
- Community Development is finalizing four public engagement surveys related to the Comprehensive Plan. The surveys were discussed at the most recent Planning & Zoning Commission work session. We are now asking for City Council and Administration feedback on the surveys. The surveys were sent to each Council Member's city email address, and we are asking for feedback by Monday, September 9th. We hope to go live with the surveys beginning in October.
- There will be a KPB Comprehensive Safety Action Plan follow up meeting with the Community this Tuesday, September 10th in the upstairs library meeting room from 5-7pm. This is in regard to the Safe Streets and Roads For All Grant. Results of their public engagement surveys and meetings will be shared, and an opportunity will be provided to solicit more feedback from the community.
- The Planning & Zoning Commission will host a work session on Tuesday, September 17th at 6pm in the City Hall Council Chambers to discuss the housing concerns in Seward. More detailed information to come in the Planning & Zoning Commission work session packet. Please consider attending to be part of the conversation.
- The Seward Mural Society is celebrating 25 years of painting murals in Seward, and they are planning a special new mural design this year around The Iditarod Trail with Alaskan artist and musher Jon VanZyle. The new mural will replace the aging wooden Wildflower Garden in Kawabe Park and will be painted September 21-22, 2024. Space is limited to help paint the mural. Sign up information can be found here: [Seward Muralists: Jon VanZyle Iditarod Trail: Our September Mural \(signupgenius.com\)](https://www.signupgenius.com)

Police Department

- I (Chief Nickell) have included pictures this week of two great animals currently at the shelter needing a home. First, we have Taku, and I can tell you firsthand this a surprisingly smart and calm puppy. He's already learned to sit, lie down, and he poops outside despite being so young! Then we have Dinka who is a very nice cat, and she loves attention. I have a special request with these two, they get along like best friends and there's a video up on the shelter Facebook of Dinka, Taku and one of his siblings playing together. Check it out. If these two could possibly stay together it would sure be good for them both.



- Don't forget there's a spay/neuter clinic Monday, September 9th at the Seward Animal Shelter. For more information call (907) 422-7150 and ask for Shelli or Katja. You can also reserve your spot by going to alaskaspca.org, select "request application" in the right top click "spay/neuter". In the last question please put Seward outreach. They will be accepting SOS (Save Our Seward Pets) vouchers for \$100 off dog surgeries and \$75 off cat surgeries, the vouchers are available at the shelter.
- The days are getting noticeably shorter and our need to use headlights and taillights is on the rise. Please make sure yours are working. I'll be requesting that officers pay attention to this and get folks on notice to keep everyone safe on the roadway.
- Lastly, just as a reminder to everyone, school is back in session which means kids out and about in the mornings and afternoons. Please keep an eye out for them and be careful.

Electric

- Project Update: The Electric Department is currently managing 40 projects for the year, including new services and line extensions for emerging neighborhoods.
- Service Installation Timeline: Our experienced crew is on track to complete all service installations prior to freeze-up.
- Service Request Deadline: We have posted a notice stating that service requests received after September 20th are not guaranteed to be completed before freeze-up.
- Overstory Software Implementation: Following the City Council's approval of funding, we are proceeding with the Overstory Software scan. Initial data is expected to be available within the next month.

- Vegetation Management Plan: Once we receive the vegetation data from Overstory Software, it will be incorporated into the Right-of-Way management plan we have been developing.

Parks and Recreation

Sports & Recreation

- The disc golf tournament was a smashing success with Murphy Williams taking home the grand prize after two days.
- Kids Ballet has a whopping 25 kids aged 3-12 on Saturdays with Alissa back as the teacher.
- The AVTEC gym is back open 7 days a week.
- Zudy's Fun Run will be Sat, Sep 14 along the Waterfront. Meet at Zudy's Café at 10:30 AM
- The rock wall is scheduled to be inspected by mid-October and hopefully we'll have the public back up on the wall.



Campgrounds

- Working on Williams day use area
- Continued campground site improvements/maintenance
- Campgrounds close Monday, September 30

Park Maintenance

- Painted shower house
- Improvements to Two Lakes Park
- Fertilizing/seeding green spaces
- Continued work on Boy Scout steps leading to the Two Lakes Park trail from Second Ave

Parking

- Making list of improvements to implement for next season
- Parking enforcement ends Monday, September 30

Harbor Department

Seward Harbor

- Met with Alaska Harbor Consulting on Aug 27 to discuss the Z Float Expansion Project and we are entertaining other fiscally responsible options.
- No major issues within the Harbor have been reported.
- The department is continuing to work on our upcoming budget and identify or near future needs for 2024 and moving into 2025.

- Seasonal lifts are increasing with the 50-ton Travelift
- Chrystal Cowen started Aug 20 as our newest member of the Harbor team; she filled the executive assistant position.
- Fall is quickly approaching, and the Harbor will be switching to our winter schedule the second week of September. Hours of operation: Monday through Saturday 8:30 AM to 4:30 PM; closed on Sundays

SMIC

- North Dock schedule is slowing with Vendors on schedule till October and at that time we will switch gears to winter lay-ups/work. Currently, we have vendor scheduled for North Dock until first quarter of 2025.
- No major incidents were reported within the SMIC Yard / Basin.
- With fishing closing early, we have experienced an early busy lift season on the 300-ton Travelift and yard space is filling fast. The increased demand we are looking into adjusting layout and increasing storage area for next season.

Library & Museum Department

Exhibitions

Americans and the Holocaust exhibition has seen quite a few visitors in its first week. Opening ceremony was August 30th at 2 PM. This exhibition will be open to the public during regular library hours – Tuesday through Saturday. It is free to the public.

Alaska's Response to the Holocaust & WWII: Mirroring the “Americans and the Holocaust” exhibition, this window display exhibit will showcase a collection of Seward magazines and Alaska newspapers from the WWII Era that portray the propaganda and information Alaskan civilians and soldiers received in the 1930s & 1940s.

From Injustice to Legacy - The Story of Harry Kawabe and Japanese American Internment: This exhibit will aim to honor and tell the story of Harry Kawabe and other Japanese Alaskans who were arrested in December of 1941 after the attack on Pearl Harbor. This display will provide a broader context for understanding the impact of Japanese internment during WWII. (On Display August 31 – October 19)

Library Programs:

Primary Sources & Museum Collections: September 18 at 3:00 PM

This program will be a two-part approach to localize WWII history and the key concepts in the *Americans and the Holocaust* exhibition. Mirroring the *Americans in the Holocaust* exhibition, the curator will take you through the museum’s exhibits and collections to showcase Seward magazines and newspapers from WWII. These publications offer a vivid snapshot of the period, capturing the propaganda and information soldiers and civilians received in Alaska. The discussions during this tour intend to engage visitors with a close-up look at artifacts and aim to increase public awareness of local archives and accessibility to primary sources.

Children's Story Time continues weekly on Thursdays at 11:30 AM after Play N Chat. Each week has a different theme and craft. Duration is approximately 1 hour.

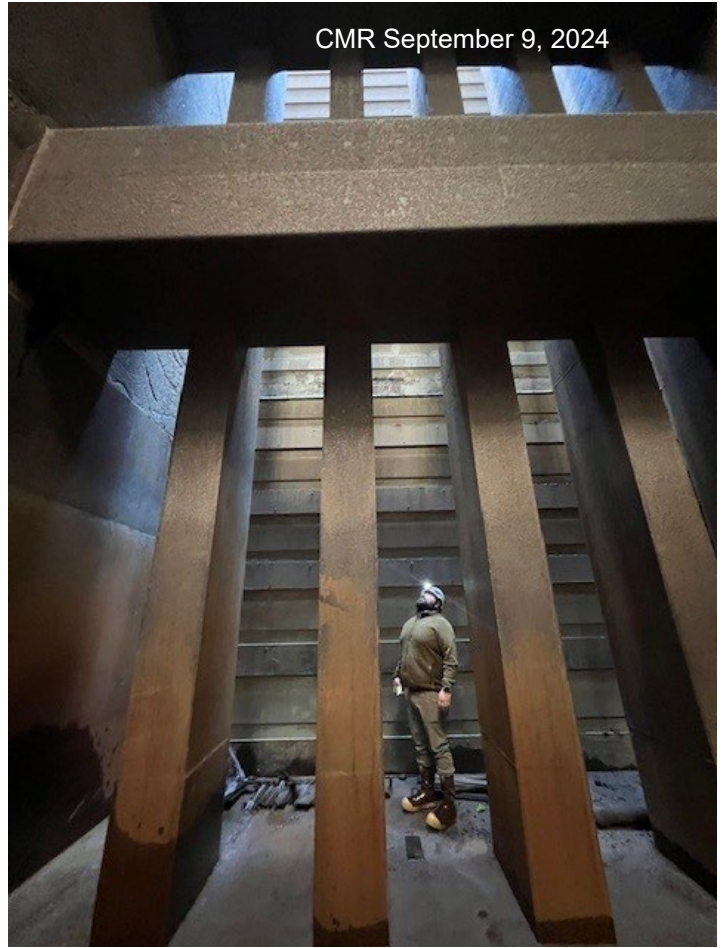
Upcoming: Thinking Money for Kids is still in the planning process and will begin in September.

Public Works

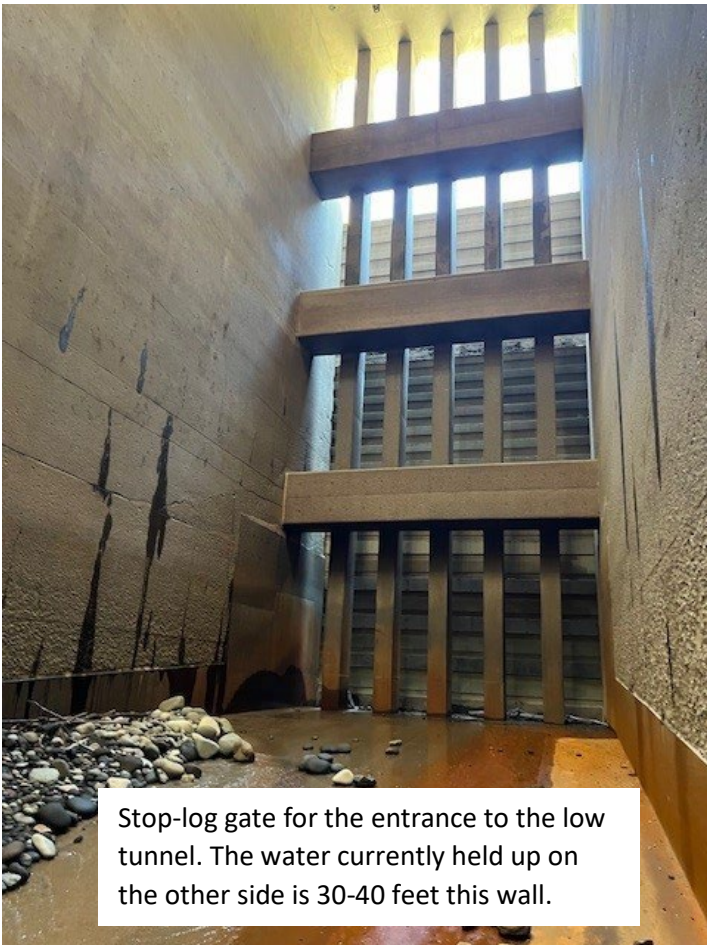
- The Army Corp of Engineers recently included me in an opportunity to walk/inspect the Mud Mountain Tunnel near Seattle Washington. They have just drained down water levels and shut off water to this tunnel to complete a full inspection. The Mud Mountain Tunnel was originally built in the 1930s and the granite block floor installed in 2018. It is a 9-foot tunnel which has many similarities to Seward's 10-foot diameter tunnel.
- The visit was extremely valuable for a chance to attend and walk the entire tunnel. It has the same large granite floor blocks that are to be used in Seward's new Lowell Creek Diversion Tunnel. The granite blocks have been in place at Mud Mountain for 5 years now and they have yet to replace even one. There are some areas of wear, but this seems to be a much better solution to the reoccurring damage and repairs required at our existing tunnel. The inspection of the entire tunnel in Washington gave us hands on maintenance information that was not readily available elsewhere.
- The bypass structure use of stop-logs and gate systems fit very timely with current discussions in designing a bypass for construction and future bypasses to do inspections and maintenance in either tunnel. Understanding how each of these gates and stop-blocks systems are used gave us firsthand information for our city crews in the future.
- The following pictures are helpful but really don't do it justice compared to the on-site walk through. I am very appreciative of the opportunity to go given by our City Manager and the Army Corp of Engineers. The knowledge gained on this visit has already proved valuable in design discussions for the bypass design.



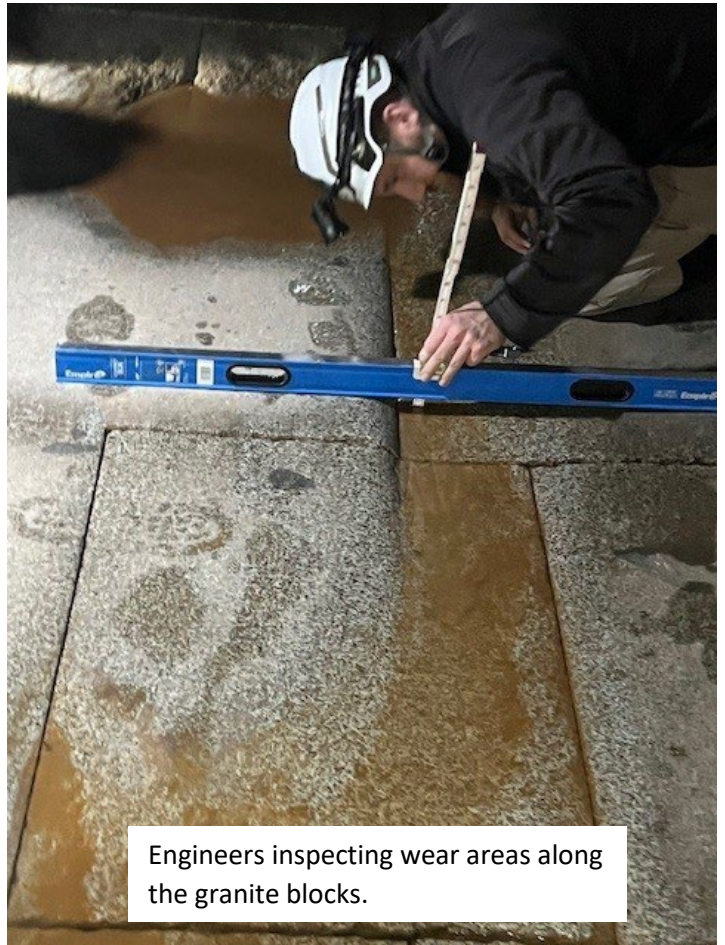
Mud Mountain Tunnel with granite block floor



Person used to establish scale of stop-logs stack blocking water



Stop-log gate for the entrance to the low tunnel. The water currently held up on the other side is 30-40 feet this wall.



Engineers inspecting wear areas along the granite blocks.



This is the honeycomb water intake and the tall square air vent for the tunnels. The water level is drained down very low. It is normally up to the rock ledge in the picture – sometimes over the green treeless area!



Looking down from the top of the cylindrical honeycomb water intake tower to the bottom stop-log gate where we were inside.

**City of Seward - Human Resources Manager Report
Staffing Information**

Department	Job Title	# of Positions	Filled
Administration	City Manager	1	1
	Deputy City Manager	1	1
	Human Resources Manager	1	1
	Executive Assistant	1	1
	TOTAL:	4	4
Finance	Director	1	1
	Deputy Finance Director	1	1
	Senior Accountant	1	1
	Accounting Technician III	1	1
	Accounting Technician II	1	1
	Accounting Technician Utilities	1	0
	Accounting Tech Payroll	1	1
	Accounting Tech Accounts Payable	1	1
	TOTAL:	8	7
Public Works	Director	1	1
	Street Foreman	1	1
	Maintenance Mechanic	3	3
	Public Works Technician	1	1
	Shop Foreman	1	1
	Water and Wastewater Foreman	1	1
	Water and Wastewater Operator	3	3
	Building Maintenance Technician	2	2
	TOTAL:	13	13
	Community Development	Director	1
Planner		1	1
Executive Assistant		1	1
TOTAL:		3	3
Electric	Director	1	0
	Operations Supervisor	1	0
	Field Engineer	1	1
	Office Manager	1	1
	Electric Utility Cashier	1	0
	Lineman	4	3
	Plant Operator	2	2
	TOTAL:	11	7
Fire Department	Chief	1	1
	Deputy Chief	1	1
	Executive Assistant	1	1
	Building Official	1	1
	Fire Marshal	1	1
	Firefighter/EMT	1	1
	Seasonal - Summer Laborer	1	1
	TOTAL:	7	7
Harbor	Harbor Master	1	1
	Deputy Harbor Master	1	1
	Office Manager	1	1
	Executive Assistant	2	2
	Harbor Worker II	6	6
	Harbor Worker III	1	1
	Seasonal - Summer Laborer Part-Time	1	0
	Seasonal - Summer Laborer Full-Time	1	1
	TOTAL:	14	13
IT	Director	1	1
	Senior IT Tech	1	1
	IT Technician	1	1
TOTAL:	3	3	
Library	Director	1	1
	Deputy Library Director	1	1
	Library Technician	1	1
	Curator	1	1
	Library Aide	1	1
	Seasonal - Aides	2	2
TOTAL:	7	7	
Police	Chief	1	1
	Deputy Chief	1	1
	Sergeant	1	1
	Patrol Officer	7	5
	Patrol Officer not funded	1	0
	Executive Assistant	1	1
	Corrections Sergeant	1	0
	Corrections Officer	4	0
	Corrections Officer not funded	1	0
	Dispatch Supervisor	1	1
	Dispatcher	5	5
	Animal Control Officer	1	1
	Animal Control Officer Assistant	1	1
	DMV Clerk	1	1
	TOTAL:	27	18
	Parks & Recreation	Director	1
Deputy Director		1	1
Executive Assistant		1	1
Campground Coordinator		1	1
Program Coordinator		1	1
Recreational Assistant		1	1
Maintenance Technician		1	1
Seasonal - Summer		14	12
Seasonal - Winter		3	1
TOTAL:		24	20
City Clerk's Office	City Clerk	1	1
	Deputy City Clerk	1	1
	Executive Assistant	1	1
	TOTAL:	3	3

Total number of authorized positions: 124
Total number of filled positions: 105



City of Seward 2025-2026 Biennial Budget Calendar

- July 08- 12 City Manager and Finance Director meet with department heads to discuss budget forms and processes.
- July 25 – Aug 2 Finance department prepares personnel budgets and computes allocations and expense/expenditure estimates (amortization, depreciation, insurance, etc.)
- August 19-23 City Manager and Deputy Finance Director meet with department heads to discuss budget requests.
- August 30 Capital budgets due to finance
- September 6** Budget assumptions distributed to council (SCC 5.05.005)
- October 14 City Council Work Session – budget kickoff meeting (5:30 pm)
Regular meeting to follow
- October 15 City Council budget work session (5:30 pm)
- October 21 City Council budget work session (5:30 pm)
- October 22 City Council budget work session (5:30 pm)
- October 28 City Council budget work session (5:30 pm)
Regular meeting to follow
- November 12 First required public hearing and motion to adopt (final vote on adoption on **December 09**) Note: the motion to adopt allows the council to begin making amendments during the next special meetings and on **November 25 and December 09**.
- November 18 City Council special meeting regarding budget (5:30 pm)
- November 25 City Council special meeting regarding budget (5:30 pm)
Regular meeting to follow
- November 25** Second required public hearing at regular council meeting
- December 09** Tentative budget adoption

(Note: The budget must be adopted at a regular meeting held not less than ten days prior to the end of the fiscal year. Charter 6.3 and SCC 5.05.015)

Clerk Report

Kris Peck

Monday, September 9, 2024

The Absentee In-Person Voting for the Regular Municipal Election will be available on weekdays as follows:

Dates: Monday, September 16 thru Monday, September 30

Time: 8:30 a.m. to 4:30 p.m.

Location: City Council Chambers *

*Except Wednesday, Sept 18 and Thursday, Sept 19 the voting will be held upstairs in City Hall in the main foyer

Ballots for City of Seward and Kenai Peninsula Borough will be available.

Tuesday, October 1, 2024 is Election Day and the polls will be open from 7:00 a.m. to 8:00 p.m. Location: City Hall Council Chambers

The Clerk's Office will maintain Absentee In-Person voting during election day for certain Kenai Peninsula Borough ballots.

SAMPLE BALLOT

INSTRUCTIONS TO VOTER: To vote for the issue/candidate of your choice, **fill in the oval next to the issue/candidate you want to vote for.** Place your ballot inside the secrecy sleeve and then take your ballot to the ballot box.

If you make a mistake while voting, return the ballot to the election official for a new one. **A vote which has been erased or changed will not be counted.**

OFFICIAL BALLOT
REGULAR MUNICIPAL ELECTION - OCTOBER 1, 2024
CITY OF SEWARD, ALASKA

Completely fill in the oval to the left of the candidate or issue for which you wish to vote.
If you make a mistake on your ballot, ask the Election Judge for a replacement.

SEWARD CITY COUNCIL
3-Year Term - Vote For Not More Than Two

- CALHOON, Michael B.
- OSENGA, John W.
- HOWARD, John C.
- WARNER, Casie R.
- Write-in
- Write-in

END OF BALLOT

MUNSON, CACCIOLA & SEVERIN, LLP

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September 4, 2024

Seward City Council
City of Seward
PO Box 167
Seward, AK 99664

Re: August Status Report

Dear City Council:

This is our status report covering activity on legal matters worked on during August 2024.

General Matters:

We advised on several new public records requests. We assisted the Finance Department by submitting a claim for outstanding utility payments against a former customer's estate. We submitted an audit report to the City's auditing firm. We researched a question regarding the proper disposal of museum artifacts. We advised on whether permitting buildings outside of areas with fire hydrants posed liability risk to the City.

Electric Utility:

We continued work on the CEA rate case. We anticipate a decision on the case by the end of September. We have been acting as Seward's representative on the Railbelt Transmission Organization in order to fulfill obligations put upon the City under House Bill 307. Two all-day working sessions are set for later this month. A hearing has been set for the 26th of this month for the RCA commissioners to inquire on the working group's progress.

Personnel:

We continued to advise on several ongoing personnel issues.

Planning:

We continue to litigate the McDonald matter. A bench trial was held in Seward June 19, and on July 2, the court found in favor of the City in a written decision. We await a final judgment from the court, after which we will file a motion requesting the court order McDonald pay the City's attorney's fees. Advised on well planning for the Mount Alice CUP/PUD.

Port and Harbor:

We continued negotiations with the owner of an abandoned vessel and moved litigation of the matter forward with some new deadlines set during a pre-trial conference. We advised on filing a memorandum of a lease.

Other Litigation:

We continue to work with insurance defense counsel to defend against the claims by a former inmate against a former corrections officer and the Chief of Police. We made efforts to collect on a judgment for attorney's fees from recent code enforcement litigation.

You can expect to receive our next status report by October 9.

Very truly yours,

MUNSON, CACCIOLA & SEVERIN LLP



Samuel C. Severin

CALL TO ORDER

The August 26, 2024, regular meeting of the Seward City Council was called to order at 7:00 p.m. by Mayor Sue McClure.

OPENING CEREMONY

Police Chief Alan Nickell led the Pledge of Allegiance to the flag.

ROLL CALL

There were present:
Sue McClure, presiding, and
John Osenga
Mike Calhoon
Kevin Finch
Randy Wells
Robert Barnwell
Julie Crites

comprising a quorum of the Council; and

Kat Sorensen, City Manager
Jason Bickling, Deputy City Manager
Kris Peck, City Clerk

Excused – None
Absent – None

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING

Bruce Jaffa, outside city limits, provided an update on the PACAB Heat Loop committee. Along with the heat loop project, Jaffa spoke to the importance of energy conservation for buildings. He said that Seward City Hall leaks energy like a sieve. However, the City Hall building was a perfect candidate for being retrofitted for energy conservation.

Nate Smith, outside city limits, addressed the Planning & Zoning Commission's proposed ordinance on marijuana stores and on-site consumption. Smith was concerned about teenagers hanging out on the property of the marijuana establishment due to the mobile vendors in the area. Smith didn't think the fence was adequate to shield the minors from the on-site consumption of marijuana. He wanted to let council know that the public was providing input to P&Z on the topic.

APPROVAL OF AGENDA AND CONSENT AGENDA

Motion (Osenga/Calhoon)

Approval of Agenda and Consent Agenda

Motion Passed

Unanimous

The clerk read the following approved consent agenda items:

Approval of the August 12, 2024, City Council Meeting Minutes

Introduction of Ordinance 2024-013: Amending Seward City Code 15.10.226 - Land Uses Allowed to Standardize Language and Clarify Where Marijuana Establishments Are Allowed in Each Zoning District

SPECIAL ORDERS, PRESENTATIONS, AND REPORTS

Proclamations and Awards

Founder's Day Proclamation was read by Mayor McClure, and she announced that she would take the proclamation to the Resurrection Bay Historical Society.

City Manager Report

City Manager Kat Sorensen provided an update on the Alaska Municipal League (AML) conference that she recently attended in Kodiak. It was a wonderful conference overall. While there in Kodiak, Sorensen spoke to representatives about various Seward issues including the Lowell Creek Diversion Tunnel. She was present at a ceremony where Senator Lisa Murkowski was presented with an award that was crafted from a piece of the MV *Tustumena* hull. Lastly, Sorensen announced there would be a spay and neuter clinic at the Seward Animal Shelter on Monday, September 9, 2024.

City Clerk Report

City Clerk Kris Peck announced that the Seward High School exchange group in Obihiro, Japan had successfully returned to Seward after being delayed a week. Typhoon Ampil had cancelled their original flight out of Tokyo. Luckily, the group was able to enjoy Obihiro's gracious hospitality and also visit nearby cities of Kushiro and Sapporo.

Other Reports and Announcements

Chamber of Commerce Report *(report provided as a laydown)*

Executive Director Sam Allen provided an update on the Seward Silver Salmon Derby and related events. She provided additional information on visitation data and privacy laws. Allen said more details would follow regarding KBBi Meet the Candidates night. She hoped for a work session with council in regard to the partnership between council and the chamber.

Presentations

Presentation of the City 2023 Financial Audit Report by Altman, Rogers & Co. was given by Grant Todd.

McClure suspended the rules to allow 30 minutes for this presentation in lieu of a work session on this topic. There was no objection from council.

NEW BUSINESS

Resolutions

Resolution 2024-043: Authorizing the City Manager to Purchase Remote Sensing Software from Overstory for \$50,000 for Vegetation Management in the City's Power Line Right of Way

Motion (Osenga/Wells)

Approve Resolution 2024-043

Sorensen summarized the resolution and introduced Taylor Crocker from the Electric Department.

Electric Operations Supervisor Taylor Crocker said this software would take a satellite scan of all the vegetation over the powerlines and provide a detailed map. The electric department would use this data for efficient vegetation management. The electric department would hit the most critical areas first and work their way towards the rest.

Wells confirmed the cost was \$50,000 for one year. Crocker said he hoped to purchase the software again in 2025 and 2026 in order to see the vegetation growth data over the 3-year span.

Crocker said he reached out to two other drone vendors with LiDAR and the price was around \$200,000. Then he found Overstory which used satellite rather than LiDAR and thus the price was significantly cheaper.

Barnwell asked if the electric crew was excited about this software. Crocker said the crew was excited and they typically did the clearing work in the winter months.

Calhoon asked about the budget line for this item. Sorensen said the budget line was for contracted services.

Motion Passed

Unanimous

Resolution 2024-044: Amending the City Council Rules of Procedures, Rule 16, to Reflect Changes Made to the Annual Evaluations of Appointed City Officials

Motion (Wells/Calhoon)

Approve Resolution 2024-044

Peck said this resolution pertained to the appointed city officials and there were two major changes. The first change was to adjust the timing of the annual evaluation to occur roughly a year from the

employee's start date. The current format was to hold the evaluations in January, February, or March. If this resolution passed, the City Manager's evaluation would be held in September and the City Clerk's evaluation would be in May. The second major change was to do away with the tabulation team and the anonymous comments. Instead, the council members would bring their evaluation forms with them to the meeting.

McClure noted the evaluation form itself had been re-tooled and now there was an N/A column to use if any categories did not apply to the employee. McClure had worked with the clerk on making these revisions and she was happy with the changes.

Calhoon wanted to clarify city attorney timing since it was the law firm itself rather than an individual attorney.

Motion Passed

Unanimous

INFORMATIONAL ITEMS AND REPORTS

Other Items

Upcoming City Council Meetings

Monday, September 9, 2024 at 7:00 p.m.

CITIZEN COMMENTS

Bruce Jaffa, outside city limits, thanked council for appointing Norm Regis and Jesse Groom to PACAB. He looked forward to a joint meeting with council, boards and commissions. He spoke to the proposed 42-room hotel on Third Avenue and supported continued growth in Seward. On another topic, he felt the Seward Electric Department was on firm ground. He had property near the main transmission lines and saw what Chugach Electric did for clearing the vegetation around the lines. Jaffa reported several power outages last winter in Moose Pass due to trees falling on the lines. He supported the resolution for vegetation management software.

Rhonda Hubbard, inside city limits, spoke to rising energy costs and the utility rate increase. She asked the council to mitigate and offset any type of increases in the future.

Jesse Groom, outside city limits, said he was the president of the local International Longshore & Warehouse Union (ILWU) and he represented the longshoremens who worked on the docks. He provided information on ILWU employment, revenue, and payroll statistics. Groom expressed concern that ships were being re-directed away from Seward due to the Alaska Railroad's inefficient operations. Groom said the railroad was not interested in transporting cargo out of Seward. He was concerned about the City of Seward's partnership with the Alaska Railroad. He wanted the port to be fully operational.

COUNCIL AND ADMINISTRATION COMMENTS & RESPONSE TO CITIZEN COMMENTS

Sorensen thanked everyone for the citizen comments and for contributing to the work session. She thanked Grant Todd and the audit team, and she gave a huge shout-out to the entire Finance Department for all their hard work during the audit season. It was a busy time in the Finance Department because they were working on the budget as well. Sorensen wished everyone a wonderful Labor Day Weekend.

Barnwell thanked Sully Jusino and her team at Finance Department for their great work during the audit. On another topic, Barnwell felt Seward was at a point where growth needed to be carefully considered. He hoped to see not just growth, but rather intelligent growth. Barnwell hoped for a strong winter economy, which included the longshoremen at the port.

Crites said it was a good meeting and she was thankful for all the informative citizen comments.

Wells said in regard to the work session, he was 100% in favor of people doing what they want to do on their property as far as drilling wells and putting in septic systems. He thanked Mr. Groom for speaking on behalf of the longshoremen and encouraged him to share his written letter with council.

Finch echoed the previous comments about septic and water wells. Finch noted so many people had tried and failed to live in Seward. He thanked Mr. Groom for his information on the railroad. He wanted to support the year-round locals who were the backbone of this community. Lastly, Finch wished everyone a safe holiday weekend.

Calhoon echoed previous comments. He was looking forward to the series of budget work sessions. He noted that government moves slowly sometimes, but progress was being made.

Osenga thanked the auditors and the chamber of commerce for their reports. He wished everyone a happy Labor Day Weekend.

McClure echoed previous comments and encouraged Mr. Groom to send his ILWU letter to council. On another topic, McClure invited everyone to the Founder's Day festivities at the Seward Community Library on Wednesday, August 28, 2024. She also noted the Americans and the Holocaust Exhibit was a big deal and there would be an ongoing series of talks and events at the library. Lastly, McClure mentioned that school was back in session and cautioned drivers to be mindful of kids biking to school.

Sorensen also wanted to add that the Kenai Peninsula Borough School District (KPBSD) Board of Education would also be meeting at Seward on Monday, September 9, 2024. Unfortunately, this was the same night as the next council meeting.

Finch also wanted to thank to all the seniors who had reached out to him about his accessible fishing ideas. Finch had recently spoken to the Alaska Railroad about the possibility of utilizing the decommissioned coal loading facility as a fishing pier.

ADJOURNMENT

The meeting was adjourned at 8:24 p.m.

Kris Peck
City Clerk

Sue McClure
Mayor

(City Seal)

DRAFT



RESOLUTION 2024-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, ADOPTING JOINT RESOLUTION NO. 2024-002 OF THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SEWARD, SELDOVIA, AND SOLDOTNA, SUPPORTING THE KENAI PENINSULA ECONOMIC DEVELOPMENT DISTRICT'S REQUEST THAT THE 2026 AND 2027 COOK INLET FINFISH MEETINGS BE HELD IN SOLDOTNA, ALASKA TO PROVIDE RESOURCE STAKEHOLDERS THE OPPORTUNITY TO BE PRESENT AT PUBLIC DISCUSSIONS AFFECTING THE MANAGEMENT OF THEIR RESOURCES

Documents:

- Agenda Statement
- Resolution 2024-046
- Attachments:
 - Joint Resolution No. 2024-002
 - KPEDD Proposal



City Council Agenda Statement

Meeting Date: September 9, 2024

To: City Council

Through: Kat Sorensen, City Manager

From: Kenai Peninsula Economic Development District

Subject: Resolution 2024-046: Adopting Joint Resolution No. 2024-002 of the Assembly of the Kenai Peninsula Borough and the Councils of the Cities of Homer, Kachemak, Kenai, Seward, Seldovia, and Soldotna, Supporting the Kenai Peninsula Economic Development District’s Request that the 2026 and 2027 Cook Inlet Finfish Meetings Be Held in Soldotna, Alaska to Provide Resource Stakeholders the Opportunity to be Present at Public Discussions Affecting the Management of Their Resources

Background and justification:

This is a joint resolution of the communities of the Kenai Peninsula supporting the proposal of the Kenai Peninsula Economic Development District (KPEDD) to host the Upper Cook Inlet Board of Fish meetings in Soldotna. The Board of Fish for the Upper Cook Inlet District has not held a regular business meeting in the Soldotna/Kenai Area since 1999 and has not held a work session in the area since 2016. Because of this, regional stakeholders have not had equal access to those meetings and therefore have not had the same weight of input. Although Seward is in the Lower Cook Inlet District, our community has stakeholders affected by the Upper Cook Inlet Regulations.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):

Comprehensive Plan: 3.1.1.4

Strategic Plan: _____

Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 0

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in amount of: \$ _____
- Creates a savings in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): _____
- Not budgeted _____
- Not applicable

Fund Balance Information

Affected Fund (✓):

<input type="checkbox"/> General	<input type="checkbox"/> SMIC	<input type="checkbox"/> Electric	<input type="checkbox"/> Wastewater
<input type="checkbox"/> Boat Harbor	<input type="checkbox"/> Parking	<input type="checkbox"/> Water	<input type="checkbox"/> Healthcare
<input type="checkbox"/> Motor Pool	<input type="checkbox"/> Other	_____	

Note: amounts are unaudited

Available Fund Balance \$ _____

Finance Director Signature: Sully Jusino

Attorney Review

<input type="checkbox"/> Yes	Attorney Signature: _____
<input checked="" type="checkbox"/> Not applicable	Comments: _____

Administration Recommendation

<input checked="" type="checkbox"/> Adopt Resolution	
<input type="checkbox"/> Other:	_____

Sponsored by: Sorensen

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-046**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, ADOPTING JOINT RESOLUTION NO. 2024-002 OF THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SEWARD, SELDOVIA, AND SOLDOTNA, SUPPORTING THE KENAI PENINSULA ECONOMIC DEVELOPMENT DISTRICT'S REQUEST THAT THE 2026 AND 2027 COOK INLET FINFISH MEETINGS BE HELD IN SOLDOTNA, ALASKA TO PROVIDE RESOURCE STAKEHOLDERS THE OPPORTUNITY TO BE PRESENT AT PUBLIC DISCUSSIONS AFFECTING THE MANAGEMENT OF THEIR RESOURCES

WHEREAS, the functions of the Alaska Department of Fish and Game Commissioner are to manage, protect, maintain, improve, and extend the fish, game, and aquatic plant resources of the state in the interest of the economy and general well-being of the state; and

WHEREAS, the Alaska State Legislature created the seven-member Fisheries Board in 1975 with the purpose of conservation and development of fisheries and wildlife resources; and

WHEREAS, the regulatory authority must work alongside all stakeholders, including industry leaders and local, tribal, and borough organizations, to protect the Kenai Peninsula's natural resources, communicate regulatory needs, and receive critical stakeholder engagement to find best-suited options for the highest economic returns on investment revolving around the Upper Cook Inlet Salmon system; and

WHEREAS, the Kenai Peninsula waterways of the Kenai, Kasilof, and Susitna Rivers and Fish Creek are the entry points to significant sockeye salmon systems in Upper Cook Inlet; and

WHEREAS, the Kenai River and its lakes are the primary sockeye salmon-producing systems in the Cook Inlet; and

WHEREAS, personal use salmon fisheries are essential to the people of the Kenai Peninsula; and

WHEREAS, salmon sport fisheries are essential to the Kenai Peninsula economy; and

WHEREAS, subsistence salmon fisheries are essential for all Kenai Peninsula communities; and

WHEREAS, all users of salmon are dependent on an abundance of salmon; and

WHEREAS, according to the Alaska Department of Fish and Game, more than 1,300 drift and set gillnet limited entry fishing permits have been for the Upper Cook Inlet area, contributing about 10% of salmon permits issued statewide; and

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-246**

WHEREAS, the Alaska Board of Fish Upper Cook Inlet Finfish Regulatory Meetings provide critical resource updates, including research presentations and staff reports, provide a platform for public testimony, create and or update industry regulations, deliberations from committee members to increase rates of salmon returns, and outline management plans; and

WHEREAS, Joint Resolution No. 2024-002 supports the efforts of the Kenai Economic Development District’s request that the 2026 and 2027 Cook Inlet Finfish meetings be held in Soldotna, Alaska, to provide resource stakeholders with the opportunity to be present at public discussions affecting the management of their resources.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Council of the City of Seward, Alaska adopts and hereby authorizes the Mayor of the City of Seward to sign Joint Resolution 2024-002.

Section 2. That this Resolution takes effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska this 9th day of September 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Kris Peck
City Clerk

(City Seal)

**KENAI PENINSULA BOROUGH
CITY OF KACHEMAK
CITY OF KENAI
CITY OF HOMER
CITY OF SELDOVIA
CITY OF SEWARD
CITY OF SOLDOTNA**

JOINT RESOLUTION NO. 2024-002

A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SEWARD, SELDOVIA, AND SOLDOTNA, SUPPORTING THE KENAI PENINSULA ECONOMIC DEVELOPMENT DISTRICT'S REQUEST THAT THE 2026 AND 2027 COOK INLET FINFISH MEETINGS BE HELD IN SOLDOTNA, ALASKA, AND ROTATED THEREAFTER AMONG THE THREE PRIMARY AFFECTED BOROUGHES (ANCHORAGE, MATSU AND KENAI PENINSULA) TO PROVIDE RESOURCE STAKEHOLDERS WITH THE OPPORTUNITY TO BE PRESENT AT PUBLIC DISCUSSIONS AFFECTING THE MANAGEMENT OF THEIR RESOURCES

WHEREAS, the functions of the Alaska Department of Fish and Game Commissioner are to manage, protect, maintain, improve, and extend the fish, game, and aquatic plant resources of the state in the interest of the economy and general well-being of the state; and,

WHEREAS, the Alaska State Legislature created the seven-member Fisheries Board in 1975 with the purpose of conservation and development of fisheries and wildlife resources; and,

WHEREAS, the regulatory authority must work alongside all stakeholders, including industry leaders and local, tribal, and borough organizations, to protect the Kenai Peninsula's natural resources, communicate regulatory needs, and receive critical stakeholder engagement to find best-suited options for the highest economic returns on investment revolving around the Upper Cook Inlet Salmon system; and,

WHEREAS, the Kenai Peninsula waterways of the Kenai, Kasilof, and Susitna Rivers and Fish Creek are the entry points to significant sockeye salmon systems in Upper Cook Inlet; and,

WHEREAS, the Kenai River and its lakes are the primary sockeye salmon-producing systems in the Cook Inlet; and,

WHEREAS, personal-use salmon fisheries are essential to the people of the Kenai Peninsula; and

WHEREAS, salmon sport fisheries are essential to the Kenai Peninsula economy; and

WHEREAS, subsistence salmon fisheries are essential for all Kenai Peninsula communities; and

WHEREAS, all users of salmon are dependent on an abundance of salmon; and

WHEREAS, according to the Alaska Department of Fish and Game, more than 1,300 drift and set gillnet limited-entry fishing permits have been issued for the Upper Cook Inlet area, contributing about 10% of salmon permits issued statewide; and

WHEREAS, the Alaska Board of Fish Upper Cook Inlet Finfish Regulatory Meetings provide critical resource updates, including research presentations and staff reports; provide a platform for public testimony; create and/or update industry regulations; facilitate deliberations from committee members to ensure sustainable salmon returns; and outline management plans; and

WHEREAS, Joint Resolution No. 2024-002 supports the efforts of the Kenai Peninsula Economic Development District's Request that the 2026 and 2027 Cook Inlet Finfish meetings be held in Soldotna, Alaska, to provide resource stakeholders with the opportunity to be present at public discussions affecting the management of their resources;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SEWARD, SELDOVIA, AND SOLDOTNA:

Section 1. That the Kenai Peninsula Borough and the Cities of Homer, Kachemak, Kenai, Seward, Seldovia, and Soldotna, respectively, formally request that the 2026-2027 Upper Cook Inlet Finfish Regulatory Meetings be held in Soldotna, Alaska, and Rotated Thereafter Among the Three Primary Affected Boroughs (Anchorage, Mat-Su and Kenai Peninsula) to provide an opportunity for local stakeholders to attend and provide public testimony regarding the management of the salmon system.

Section 2. That this resolution takes effect immediately upon adoption by the City Councils of the Cities of Homer, Kachemak, Kenai, Seward, Seldovia, and Soldotna, and the Kenai Peninsula Borough Assembly.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, THIS XXND DAY OF XXXX, 2024.

Brian Gabriel Sr., Mayor

ATTEST:

Michelle M. Saner, MMC, City Clerk

PASSED BY THE COUNCIL OF THE CITY OF SOLDOTNA, ALASKA, THIS XXND DAY OF XXXX, 2024.

Paul J. Whitney, Mayor

ATTEST:

Johni Blankenship, MMC, City Clerk

PASSED BY THE COUNCIL OF THE CITY OF SEWARD, ALASKA, THIS XXND DAY OF XXXX, 2024.

Sue McClure, Mayor

ATTEST:

Kris Peck, City Clerk

PASSED BY THE COUNCIL OF THE CITY OF HOMER, ALASKA, THIS XXND DAY OF XXXX, 2024.

Ken Castner, Mayor

ATTEST:

Melissa Jacobsen, MMC, City Clerk

PASSED BY THE COUNCIL OF THE CITY OF SELDOVIA, ALASKA, THIS XXND DAY OF XXXX, 2024.

Jeremiah Campbell, Mayor

ATTEST:

Liz Diament, City Clerk

PASSED BY THE COUNCIL OF THE CITY OF KACHEMAK, ALASKA, THIS XXND DAY OF XXXX, 2024.

Bill Fry, Mayor

ATTEST:

Laurie Wallace, City Clerk

PASSED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH, ALASKA, THIS XXND DAY OF XXXX, 2024.

Brent Johnson, Assembly President

Peter A. Micciche, KPB Mayor

ATTEST:

Michele Turner, CMC, Borough Clerk

JULY 2024



2026-2027 Upper Cook Inlet Finfish Regulatory Meeting Location Proposal

Prepared for Art Nelson, Executive Director
Alaska Board of Fisheries

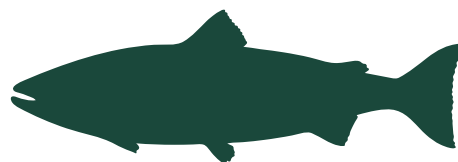
PRESENTED BY:

Kenai Peninsula Economic Development District
Kenai Peninsula Borough
City of Kenai
Kenai Chamber of Commerce
City of Soldotna
Soldotna Chamber of Commerce



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2026-2027 Upper Cook Inlet Finfish Meetings

The Kenai Peninsula Economic Development District supports and advocates for public engagement processes and opportunities for our stakeholders and communities. We formally and respectfully request the Alaska Fish and Game Board of Fish to hold the Upper Cook Inlet Finfish Regulatory meetings for 2026-2027 on the Kenai Peninsula, specifically in Soldotna. This proposal request will outline the history, accommodation, logistic resources, and outlay of permit holders and business operators, as well as resolutions from our municipalities and borough communicating the need for the meeting to be held in Soldotna.

As the Board of Fish makes decisions on fish allocation and management for the commercial and sportfishing industries in the region, it is vital to hold the meeting where the stakeholders, business owners, and waters are. For context, it has been over a decade since the Board of Fish has held any public meetings in this region; the last regular Upper Cook Inlet Finfish meeting was in 1999 with in-person BOF work sessions in 2016 and an Upper Cook Inlet Task Force meeting in 2013. KPEDD respectfully requests the Board of Fish to see this as an opportunity to re-engage and re-establish connections through this public process to proceed with its work to make sound judgments and well-informed decisions and develop comprehensive policy with viewpoints and local perspectives considered.



Director Cassidi Cameron
Kenai Peninsula Economic
Development District

PROPOSAL SPONSORED BY



Mayor Peter Micciche
Kenai Peninsula Borough



Mayor Brian Gabriel
City of Kenai



Mayor Paul Whitney
City of Soldotna



Director Samantha Springer
Kenai Chamber of Commerce



Director Maddy Olsen
Soldotna Chamber of
Commerce

Cook Inlet Stakeholders

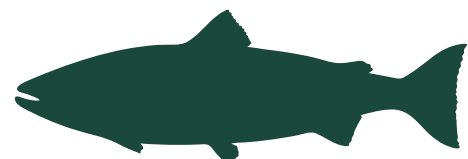
INDIVIDUALS AND ENTITIES AFFECTED BY MEETING DECISIONS

Permit/License Type Active in 2023	# Registered
Finfish Guides & Charters	197
Drift Gillnets	356
Set Gillnets	672
Purse Seine	68
Total	1,293

85% of active set net permits and 75% of active drift gillnet permits are owned by Alaska residents.

Regional stakeholders require reasonable access to the Upper Cook Inlet Finfish (UCI) Regulatory Meetings, as they are directly affected by decisions made by the Board of Fish. Holding the two-week Board of Fish UCI meetings solely in Anchorage leads to disproportionate representation of special-interest groups that have the resources to attend the meetings and underrepresentation of individual residents of the Kenai Peninsula. Government officials and representatives of these groups have the ability to travel to the Peninsula for meetings as their costs are borne by the organization rather than the individual. The fluidity of these meetings also makes it difficult for residents to make adequate travel accommodations to provide public testimony.

The Kenai Peninsula Economic Development District will act as a point of contact, in partnership with the Kenai Peninsula Borough and regional municipalities, to assist in identifying resources and cost savings for the State. KPEDD will strive to ensure that logistical considerations, adequate public facilities, transportation, lodging and experience are met with the upmost care.



Upper Cook Inlet

REGIONAL SIGNIFICANCE

- The Kenai Peninsula waterways of the Kenai, Kasilof, and Susitna Rivers, and Fish Creek are the entry points to major sockeye salmon systems in Upper Cook Inlet
-
- The Kenai River and its lakes are the primary sockeye salmon producing systems in the Cook Inlet
-
- The Kasilof River and Tustumena Lake is the second-most (sometimes the third-most) productive sockeye salmon producing system in Cook Inlet
-
- Commercial, sport, subsistence and personal use fisheries are essential to the Kenai Peninsula Economy
-
- The value and economic impact goes far beyond the number of permit holders in the region
-

Commercial fisheries land a combined average of 31.3 million pounds of salmon annually, valued on average at 50.1 million USD annually

The regulatory authority must work alongside industry to protect the Kenai Peninsula's natural resources, communicate on regulatory needs, and receive necessary stakeholder engagement to find best-suited options for the highest economic returns on investment revolving around the Upper Cook Inlet Salmon system. Holding the 2026 and 2027 Upper Cook Inlet Finfish Regulatory Meetings in Soldotna would provide resource stakeholders with the opportunity to be present at public discussions affecting the management of their resources.

SOLDOTNA FIELD HOUSE



SIZE

- NEWLY BUILT 40,500 SQ FT MULTI-PURPOSE FACILITY
- 215' X 115' MEETING AREA WITH REMOVABLE TURF SYSTEM
- DIVIDER CURTAINS ALLOWING FOR MULTIPLE MEETING SPACES

ACCOMMODATIONS

- AUDIO AND VISUAL EQUIPMENT TO SUPPORT MEETINGS AND LARGE EVENTS
- COMMERCIAL KITCHEN ACCESS FOR FOOD SERVICE
- SMALL MULTI-PURPOSE ROOM PLUS ADDITIONAL CONFERENCE ROOMS AT THE SOLDOTNA REGIONAL SPORTS COMPLEX FOR BREAKOUT SESSIONS
- HIGH SPEED WIFI

LOCATION

- CENTRALLY LOCATED ON THE KENAI PENINSULA, EASILY ACCESSIBLE BY ROAD AND AIR, WITH MANY AMENITIES AND LODGING OPTIONS NEARBY



Lodging

The newly remodeled Aspen Hotel is located in the heart of downtown Soldotna, less than five minutes from the Soldotna Field House. The Aspen also offers block rates for local event attendees. There are also 3 other lodging options in Soldotna and 6 in Kenai providing accommodations for out-of-town meeting attendees.

ASPEN HOTEL - SOLDOTNA

<https://aspenhotelsak.com/soldotna/>

Phone: (907) 260-7736 Address: 326 Binkley Cir, Soldotna, AK 99669

ALASKA ANGLERS INN - SOLDOTNA

<https://www.anglersinnalaska.com/>

Phone:(907) 420-0500 Address: 44715 Sterling Hwy, Soldotna, AK 99669

SOLDOTNA INN - SOLDOTNA

<https://www.soldotnainn.com/>

Phone:(907) 262-9169 Address: 35041 Kenai Spur Hwy, Soldotna, AK 99669

SOLDOTNA INN - SOLDOTNA

<https://www.soldotnainn.com/>

Phone:(907) 262-9169 Address: 35041 Kenai Spur Hwy, Soldotna, AK 99669



Lodging

Kenai also offers numerous lodging options, and is less than 15 minutes from the Soldotna event center. A few hotel options include:

ASPEN HOTEL - KENAI

<https://aspenhotelsak.com/kenai/>

Phone: [\(907\) 283-2272](tel:(907)283-2272) Address: 10431 Kenai Spur Hwy, Kenai, AK 99611

QUALITY INN - KENAI

<https://www.choicehotels.com/alaska/kenai/quality-inn>

Phone: [\(907\) 283-6060](tel:(907)283-6060) Address: 10352 Kenai Spur Highway, Kenai, AK, 99611

KENAI AIRPORT HOTEL - KENAI

<https://www.kenaiairport-hotels.com/>

Phone: [\(907\) 283-1577](tel:(907)283-1577) Address: 230 N Willow St, Kenai, AK 99611

UPTOWN MOTEL - KENAI

<http://www.uptownmotel.com/>

Phone: [\(907\) 283-3660](tel:(907)283-3660) Address: 47 Spur View Dr, Kenai, AK 99611



Transportation

Flights operate daily between Anchorage and Kenai through Kenai Aviation and grant Airlines. There are two car rental centers located in the Kenai Airport, Budget and Avis, for local travel to and from the event. Alaska Bus Company provides shuttle services to and from Anchorage, and Alaska Cab offers shuttle services between and around both Kenai and Soldotna.

KENAI AVIATION - 15 FLIGHTS FROM ANCHORAGE TO KENAI DAILY

<https://www.kenaiaviation.com/> Phone: [\(888\) 505-3624](tel:(888)505-3624)

GRANT AVIATION - 30 FLIGHTS FROM ANCHORAGE TO KENAI DAILY

<https://www.flygrant.com/> Phone: 888-359-4726

BUDGET CAR RENTAL - KENAI

<https://www.budget.com/en/locations/us/ak/kenai/ena>

Phone: (907) 283-4506 Address: 305 N Willow St Ste 116, Kenai, AK 99611

AVIS CAR RENTAL - KENAI

<https://www.avis.com/en/locations/us/ak/kenai/ena>

Phone: [\(907\) 283-7900](tel:(907)283-7900) Address: 305 N Willow St, Kenai, AK 99611

AK BUS COMPANY - DAILY SHUTTLE BETWEEN ANCHORAGE AND KENAI

<https://www.alaskabuscompany.com/> Phone: (907) 299-6806



Dining

There are more than twenty-five restaurants in and near Soldotna, offering a wide range of local favorites. Fine dining options include Addie Camp, the Flats, and Mykel's. Soldotna also offers casual dining and fast food options for attendees.

ADDIE CAMP

<https://www.whistlehillsoldotna.com/> Phone: [\(907\) 262-2334](tel:(907)262-2334)
43540 Whistle Hill Loop, Soldotna, AK 99669

THE FLATS

<https://theflatsbistro.com/> Phone: [\(907\) 335-1010](tel:(907)335-1010)
39847 Kalifornsky Beach Rd, Kenai, AK 99611

MYKEL'S

<https://www.mykels.com/> Phone: [\(907\) 262-4305](tel:(907)262-4305)
Address: 35041 Kenai Spur Hwy, Soldotna, AK 99669

ST. ELIAS BREWING

<https://www.steliasbrewingco.com/> Phone: [\(907\) 260-7837](tel:(907)260-7837)
Address: 434 Sharkathmi Ave, Soldotna, AK 99669

ODIES

<https://odiesdeli.com/> Phone: [\(907\) 260-9000](tel:(907)260-9000)
44315 Sterling Hwy, Soldotna, AK 99669

KENAI PENINSULA ECONOMIC DEVELOPMENT DISTRICT



PLEASE CONTACT US
WITH ANY QUESTIONS

CASSIDI CAMERON
EXECUTIVE DIRECTOR
CASSIDI@KPEDD.ORG
(907)519-8637





RESOLUTION 2024-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ALASKA SMALL BUSINESS DEVELOPMENT CENTER AND THE SEWARD CHAMBER OF COMMERCE, TO CONTINUE FUNDING THE SMALL BUSINESS ADVISOR POSITION FOR THREE YEARS, IN THE AMOUNT OF \$25,000 PER YEAR AND APPROPRIATING FUNDS

Documents:

- Agenda Statement
- Resolution 2024-047
- Attachments:
 - Agreement to Provide Services
 - Small Business Advisor Position Description
 - Performance Metrics
 - Resolution 2021-091



City Council Agenda Statement

Meeting Date: September 9, 2024

To: City Council

From: Kat Sorensen, City Manager

Subject: Resolution 2024-047: Authorizing the City Manager to Enter into an Agreement with the Alaska Small Business Development Center and the Seward Chamber of Commerce, to Continue Funding the Small Business Advisor Position for Three Years, in the Amount of \$25,000 Per Year

Background and justification:

The Seward Small Business Advisor position funded by the City of Seward, the Alaska Small Business Development Center (SBDC), and the Seward Chamber of Commerce has been successful in assisting Seward area residents with the creation of their small businesses. Successful small businesses in Seward strengthen a year-round economy, create jobs, and generate tax revenue for the city. These businesses touch all sectors of the economy, contribute to the small-town character of the community, and keep local money in Seward.

In the three years this position has been operating in Seward, the Small Business Advisor has logged 1360 advising hours to 186 clients in Seward. This supported 566 jobs and resulted in 32 new businesses started. Since working with the SBDC, Seward clients reported an increase in sales of \$6,290,897, with an average increase of \$33,822. SBDC efforts in Seward resulted in \$18,818,334 in loans, grants, and equity investments made into Seward businesses.

Fifty percent of the job duties of the Small Business Advisor are to provide technical assistance to small business owners (and potential owners), helping Alaskans access the myriad resources available to them. The remaining duties are to build awareness of SBDC programs (20%); engage in community outreach (20%); and other short-term projects that support the SBDC mission (10%).

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):
 Comprehensive Plan: 3.1.1 Attract new business and industry to the greater Seward area
 Strategic Plan: _____
 Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 25,000

This legislation (✓):
 Creates revenue in the amount of: \$ _____

<input checked="" type="checkbox"/>	Creates expenditure in amount of:	\$ 25,000
<input type="checkbox"/>	Creates a savings in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (✓):

<input checked="" type="checkbox"/>	Budgeted	Line item(s):	Expenditure will be incorporated within the FY25 26 budget.
<input type="checkbox"/>	Not budgeted		
<input type="checkbox"/>	Not applicable		

Fund Balance Information

Affected Fund (✓):

<input checked="" type="checkbox"/>	General	<input type="checkbox"/>	SMIC	<input type="checkbox"/>	Electric	<input type="checkbox"/>	Wastewater
<input type="checkbox"/>	Boat Harbor	<input type="checkbox"/>	Parking	<input type="checkbox"/>	Water	<input type="checkbox"/>	Healthcare
<input type="checkbox"/>	Motor Pool	<input type="checkbox"/>	Other	_____			

Note: amounts are unaudited

Available Fund Balance	\$	_____
------------------------	----	-------

Finance Director Signature: Sully Jusino

Attorney Review

<input type="checkbox"/>	Yes	Attorney Signature: _____
<input checked="" type="checkbox"/>	Not applicable	Comments: _____

Administration Recommendation

<input checked="" type="checkbox"/>	Adopt Resolution
<input type="checkbox"/>	Other: _____

Sponsored by: Sorensen

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-047**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ALASKA SMALL BUSINESS DEVELOPMENT CENTER AND THE SEWARD CHAMBER OF COMMERCE, TO CONTINUE FUNDING THE SMALL BUSINESS ADVISOR POSITION FOR THREE YEARS, IN THE AMOUNT OF \$25,000 PER YEAR

WHEREAS, the Alaska Small Business Development Center (SBDC), the City of Seward, and the Seward Chamber of Commerce have shared the cost of funding the Small Business Advisor position in Seward for three years since its creation in 2021; and

WHEREAS, this position has been successful in supporting Alaskan small businesses access the resources available to them; and

WHEREAS, this position has been successful helping potential business owners in the Seward area, and across the Kenai Peninsula, launch their small business; and

WHEREAS, 50% of the duties will include providing technical assistance to small business owners; and

WHEREAS, 20% of the duties will include building awareness of the SBDC programs and services by engaging key referral sources such as banks, lenders, professional firms, and other business resource partners; and

WHEREAS, 20% of the duties will include engaging in community outreach, public presentations, partnerships, and other outreach activities to leverage SBDC and local resources; and

WHEREAS, 10% of the duties will include other short-term programs and projects that support the SBDC mission, such as providing training, participation in various entrepreneurial events, and similar special projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Council hereby authorizes the City Manager to enter into an agreement to support the Seward Small Business Advisor position where the City agrees to fund one-third of the position in the amount of \$25,000 per year for a duration of three years.

Section 2. Funding in the amount of \$25,000 will be appropriated into the next 25_26 biennial operating budget.

Section 3. This resolution shall take effect immediately upon adoption.

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-047**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska this 9th day of September 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Kris Peck
City Clerk

(City Seal)

AGREEMENT TO PROVIDE SERVICES

The Alaska Small Business Development Center (SBDC) and the City of Seward, agree the scope of work will be performed in accordance with the following conditions:

1. **Scope of Work:**

The scope of work entitled, “**Seward Center Partnership**”, is described in Exhibit A attached hereto and by reference incorporated here.

2. **Period of Performance:**

The effective date of this contract shall be January 1, 2025, and shall terminate on December 31, 2027, unless amended by written mutual consent. No expenses will be reimbursed which are incurred prior to the effective date or after the termination date without prior approval from both parties.

3. **Compensation:**

The City of Seward will compensate the Alaska SBDC, on a reimbursable basis, for costs incurred to complete the scope of work as described in Paragraph 1. Compensation shall be \$25,000 per year, billed once annually. Invoices will be submitted each year and will itemize costs as detailed in the project budget (attached as Exhibit B). The City of Seward agrees to pay all Alaska SBDC invoices within thirty (30) business days of receipt of invoice.

4. **Indemnification**

To the fullest extent permitted by applicable law the City of Seward shall defend, indemnify, and hold harmless the Alaska SBDC, University of Alaska, its Board of Regents, agents, officers, and employees from or against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceeding of any kind whatsoever arising directly or indirectly in connection with the advice given by, the products supplied by, or the performance of or activities of the Alaska SBDC, University of Alaska, its Board of Regents, agents, officers, and employees, acting pursuant to this contract, whether the same arises before or after completion of the Alaska SBDC’s performance or the termination or expiration of this Agreement, except for damages, loss, or injury resulting from the Alaska SBDC’s recklessness or intentional acts.

5. **Venue and Applicable Law**

Any civil action arising from this Agreement shall be brought in the state courts of Alaska in Anchorage, Alaska. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

6. Disclaimer of Warranties

To the fullest extent permitted by law, the Alaska SBDC makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of any work performed under this Agreement, or the merchantability or fitness for a particular purpose or function of any advice given or of any product prepared, made, or developed under this Agreement. The City of Seward understands and accepts that all the Alaska SBDC's work, products and advice are delivered "As Is" and without warranty.

7. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other.

8. Ownership of Documents:

All reports, plans, trainings and documents and other materials prepared by the Alaska SBDC under this Agreement that are specifically Alaska SBDC focused, as well as all existing Alaska SBDC materials used through the Seward Center are the property of the Alaska SBDC and the Alaska SBDC retains the intellectual property rights in these materials. Materials that are developed through this partnership that are specifically City of Seward focused as well as any existing City of Seward used through the Seward Center are the property of the City of Seward and the City of Seward retains the intellectual property rights to these materials. The City of Seward shall have a perpetual, royalty-free, non-exclusive, worldwide, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the Alaska SBDC materials developed through the Seward Center.

9. Termination of Agreement

Either party may terminate this Agreement with or without cause upon 30 days written notice. In the event of termination, the City of Seward shall reimburse the Alaska SBDC for all reasonable, allocable, and allowable costs incurred up to the effective date of termination.

10. Entire Agreement

This Agreement is the entire Agreement between the parties, and it supersedes all prior agreements, discussions, or understandings, written or oral.

11. Modifications

The parties may modify or amend this Agreement only in a document signed by the authorized representatives of both parties.

12. Nondiscrimination

In performing its duties under this agreement, the Alaska SBDC will not discriminate against any person Rebased on race, ethnicity, national origin, color, sex, sexual orientation, gender identity

of expression, marital status, political belief, religion, immigration status, mental or physical disability, veteran status, pregnancy, or parenthood.

13. Confidentiality

Except as required by applicable law or by any court order, the Alaska SBDC agrees to treat information clearly marked as confidential by the City of Seward in a confidential manner. This means that the Alaska SBDC will use it and distribute it only as necessary to fulfill its obligations under this Agreement. The parties understand, however, that this Paragraph does not prohibit the Alaska SBDC from copying, distributing, and using the materials it develops or prepares under this Agreement as provided under Paragraph 8.

14. Contact Persons and Notices

The contact persons for each party and the addresses to send Notices that are necessary under this Agreement are:

Jon Bittner
Alaska SBDC
3211 Providence Drive
BOC 3, Suite 199
Anchorage, AK 99508
(907) 529-1103
jon.bittner@aksbdc.org

Kat Sorensen
City of Seward
410 Adams St
Seward, AK 99664
(907) 224-4012
ksorensen@cityofseward.net

15. By signing below, the parties certify that they have the authority to bind their agencies to the terms and conditions of this Agreement.

SIGNED

Alaska Small Business Development Center

DocuSigned by:


98AF4012679B4D7...
Jon Bittner
Executive Director

Date: September 4, 2024

SIGNED

City of Seward

Kat Sorensen
City Manager

Date: _____

ATTEST

Kris Peck
City Clerk

Seward Business Advisor Position Description
Admin Professional 1/Grade 79
PD-3406
PCN: 730328
Supervisor: Cliff Cochran
Currently Filled: KellyAnn Cavaretta

% of Time	Responsibility / Duty
50%	Provide technical assistance to small business owners in Alaska. Areas of advising include, but are not limited to: Business plans, sources of financing, marketing, financial proposals, cash flow management and other aspects of business formation, development, and expansion. Provide accurate and timely client session notes in authorized Neoserra database to enable client tracking and reporting. Follow-up with clients receiving SBDC surveys and encourage their participation. Increase the percentage of initial clients that are “in business” in your client portfolio. Connecting people and businesses to opportunities and resources including grants and other funding opportunities.
20%	Build awareness of SBDC programs and services by engaging key referral sources such as banks, lenders, professional firms, and other business resource partners. Attend and be an active contributor in internal staff meetings, conferences and/or training. Serve and be an active participant on internal SBDC Committees. Support / assist SBDC regional marketing and outreach programs. Work with Seward Chamber staff in developing relationships with City of Seward, Community Development, Borough, and KPEDD.
20%	Engage in community outreach, public presentations, partnerships, and other outreach to leverage SBDC resources with local resources. Supporting Chamber Staff with Small Business Startup Week, applicable networking events. Engaging w. UAA, Center for Economic Development, MEP, etc. Angel Fund 49, etc. Identify economic/industry problems (i.e. supply chain issues) and act as catalyst for solution (gather stakeholders, make connections, develop plans, etc.). Develop an understanding of the various economic sectors. Assist in developing a grant to study and quantify marine/visitor/other industries.
10%	Other short-term programs and projects that support the SBDC mission, such as providing training, and participation in various entrepreneurial events, and similar special projects or programs. Identifying opportunities for economic development/growth, new business, public/private partnership opportunities - act as a catalyst (gather stakeholders, make connections, develop plans, etc.). Identify and support funding opportunities for the program.

Modification:

This modification is an update to the PD; we are not requesting a reclassification or grade change. These changes are in alignment with the requirements of the City of Seward and the Seward Chamber of Commerce who are providing funding for this position. These changes largely revolve around integrating with the Seward Chamber staff and collaborating with them on various business assistance-related projects that benefit both organizations.

Recruiting Summary:

The Alaska Small Business Development Center (SBDC) helps small businesses grow throughout Alaska via its expanding online resources and business management expertise, and we need help. The SBDC is hiring a Seward Business Advisor to be located in the City of Seward and based out of the Seward Chamber of Commerce offices. Business Advisors meet one-on-one with small business owners and entrepreneurs via face-to-face meetings, phone, email, and video chat technology. Advising topics include business planning, financial analysis and stability, marketing, accounting, cash flow projections, research and more. Advisors must constantly assess client needs and make decisions regarding appropriate required actions to assist the client. Assistance is multifaceted; it will involve many aspects of business formation or on-going business development as well as personal aspects of client personality, emotions, family, and financial interactions. Advisors must address the needs professionally and confidentially to best assist the client's business development needs through direct assistance or referral to appropriate reference sources or programs.

To be considered for this position, please ensure your application and/or uploaded documents reference all required skills and experience, as well as any preferred areas of expertise.

Knowledge/Skills/Abilities:

Business advisors must possess substantive knowledge of business management principles, practices, and techniques. Have strong financial planning skills, employee management skills, communication skills, strong organizational abilities, and resource development skills related to small business. Several years of business ownership and/or management are required. Proficiency and experience in public speaking, developing, and delivering workshops, and relationship building with other organizations. Ability to focus and maintain strict regulations of database session updates/uploads. Ability to capture significant return on investment metrics and create comprehensive reports. Strong analytical skills to best identify and develop plans for business development with clients. Ability to communicate effectively, both orally and in writing, and to organize and present facts and opinions.

Ability to use computerized tools to organize, analyze information and communicate (Alaska SBDC utilizes G Suite Apps, Microsoft Office, Microsoft Excel, and GoToMeeting/Webinar).

REQUIRED experience: (Applicant will not be considered for the position without evidence in the application and/or resume of the required experience.)

Five years of business ownership or at least five years of business management (financial and personnel) experience is required. Ownership or management experience must include executive level responsibility for usual and necessary small business operational functions. Business development and financial accounting knowledge is critical. Business consulting/mentoring experience.

Significant business or administrative experience which demonstrates an ability to manage, direct, design, develop, and market a business assistance program as well as develop and leverage outside public and private sector resources and evaluate program impact.

Knowledge of the local economy and proven ability to build productive relationships with community leaders.

Knowledge of federal, state, and local financial and tax regulations relevant to small business.

Ability to develop materials and provide workshops via live classroom instruction and webinar. Occasional travel is required. Attendance of meetings that fall outside of the 8-5, M-F hours of operation is occasionally required.

PREFERRED Experience and Typical Education and Training:

Areas of preferred experience:

- Bachelor's degree in business, economics, public administration, or related field preferred.
- Master's degree in a relevant field preferred
- Experience in maritime, hospitality, tourism industries
- Experience with the banking/finance industry
- Experience with marketing practices related to small business
- Experience with small business Human Resources and labor requirements
- Experience with the local entrepreneurship communities
- Understands Alaska's economic dynamics
- Experience with International Trade
- Experience with developing and/or delivering training
- Experience with basic web development and SEO
- History/experience working with SBDC and/or SBA

To be eligible for this position, applicants must be legally authorized for unrestricted employment in the United States. No work visas will be sponsored for this position.

Performance Metrics

The Seward Business Advisor position will be responsible for assisting businesses in the City of Seward. To ensure that the position is fulfilling that role effectively, the Alaska SBDC will set annual performance metrics to be met annually. These metrics are based on a combination of the Alaska SBDC's normal business advisor metrics as well as the organization's experience working with businesses in Seward. Reports will be submitted on a quarterly basis to ensure that the position stays on track and that any issues can be identified early and addressed. The annual performance metrics are in the table below.

Seward Business Advisor Metrics	Annual Goals
Clients Served	30
Advising Hours	450
New Business Starts	5
Jobs Supported	75
Capital Infusion	\$500,000
Success Stories	2

Sponsored by: Bower

**CITY OF SEWARD, ALASKA
RESOLUTION 2021-091**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE ALASKA SMALL BUSINESS DEVELOPMENT CORPORATION AND THE SEWARD CHAMBER OF COMMERCE FOR THREE YEARS TO ESTABLISH A SEWARD SMALL BUSINESS ADVISOR POSITION, WHICH IS INTENDED TO INCREASE SMALL BUSINESSES DEVELOPMENT IN THE SEWARD COMMUNITY, IN AN AMOUNT NOT TO EXCEED \$25,000 PER YEAR, AND APPROPRIATING FUNDS

WHEREAS, the Alaska Small Business Development Corporation (AKSBDC) proposes a partnership with the City of Seward, the Alaska Small Business Development Corporation, and the Seward Chamber of Commerce; and

WHEREAS, this partnership will all for the creation of a full-time position to be located in Seward; and

WHEREAS, this will be a three-year program for the express purpose of assisting in the creation and operation of start-up small businesses in a variety of market sectors; and

WHEREAS, the City of Seward supports and endorses this project to enhance businesses development; and

WHEREAS, 50% of the duties will include providing technical assistance to small business owners in Alaska; and

WHEREAS, 20% of the duties will include building awareness of the AKSBDC programs and services by engaging with key referral sources such as banks, lenders, professional firms, and other business resource partners; and

WHEREAS, 20% of the duties will include engaging in community outreach, public presentations, partnerships, and other outreach to leverage AKSBDC resources and local resources; and

WHEREAS, 10% of the duties will include other short-term programs and projects that support the AKSBDC mission, such as providing training, and participation in various entrepreneurial events, and similar special projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

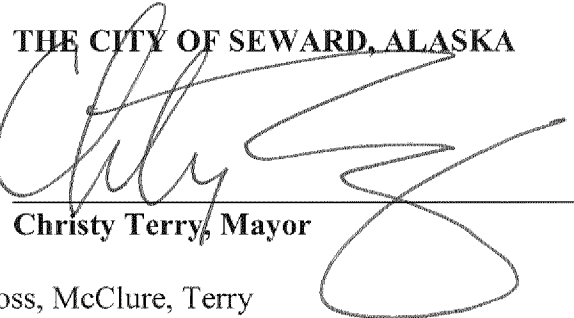
**CITY OF SEWARD, ALASKA
RESOLUTION 2021-091**

Section 1. The City Manager is hereby authorized to enter into a partnership agreement in support of the Seward Business Advisor position where the City agrees to fund one third of the position for an amount not to exceed \$25,000 per year for a duration of three years.

Section 2. Funding in the amount of \$25,000 is hereby appropriated from the General Fund reserves account no. 01000-0000-3400 to the contracted services account no. 01000-1120-7009.

Section 3. This resolution shall take effect immediately upon adoption.


PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 23rd day of August, 2021.

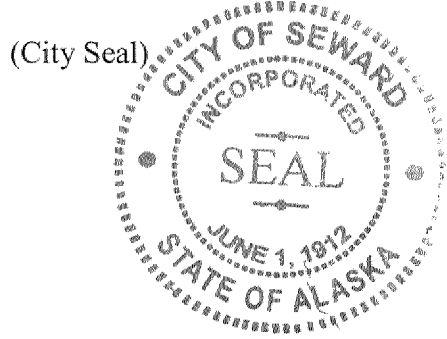
THE CITY OF SEWARD, ALASKA


Christy Terry, Mayor

AYES: Osenga, Baclaan, Casagranda, DeMoss, McClure, Terry
NOES: None
ABSENT: Seese
ABSTAIN: None

ATTEST:


Brenda J. Ballou, MMC
City Clerk





RESOLUTION 2024-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, ADOPTING A REVISED MEMORANDUM OF AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH AND THE CITIES OF HOMER, KENAI, SELDOVIA, SOLDOTNA AND SEWARD, FOR THE PURPOSE OF INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND CITY ELECTIONS

Documents:

- Agenda Statement
- Resolution 2024-048
- Attachments:
 - Redlined Memorandum of Agreement
 - Joint Resolution from the Borough



City Council Agenda Statement

Meeting Date: August 26, 2024

To: City Council

From: Kris Peck, City Clerk

Subject: Resolution 2024-048: A Resolution Of The City Council Of The City Of Seward, Alaska, Adopting A Revised Memorandum Of Agreement Between The Kenai Peninsula Borough And The Cities Of Homer, Kenai, Seldovia, Soldotna And Seward, For The Purpose Of Intergovernmental Administration Of Borough And City Elections

Background and justification:

Memo from the Kenai Peninsula Borough Clerk Michele Turner:

In July 2021, KPB Resolution 2021-055 approved Joint Resolution 2021-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kenai, Seldovia, Seward and Soldotna, for the purposes of Intergovernmental Administration of Borough and City Elections. The Memorandum of Agreement (MOA) was also approved under the same resolution.

Our election processes have changed since 2021. We are respectfully requesting to update the Memorandum of Agreement accordingly.

This Resolution will approve updates to the MOA, as shown in the accompanying redline version of the MOA. The substantive updates are: identifying KPB's software vendor responsibility for setting up the election database and ballot layouts; operations of the absentee voting sites at the cities respective clerk offices and the management of those election workers; and updated fees associated with programming city special election.

Your consideration is appreciated.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):
Comprehensive Plan:

Strategic Plan: _____
Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 0

This legislation (✓):
 Creates revenue in the amount of: \$ _____

<input type="checkbox"/>	Creates expenditure in amount of:	\$	_____
<input type="checkbox"/>	Creates a savings in the amount of:	\$	_____
<input checked="" type="checkbox"/>	Has no fiscal impact		

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s):	_____
<input type="checkbox"/>	Not budgeted		
<input type="checkbox"/>	Not applicable		

Fund Balance Information

Affected Fund (✓):

<input type="checkbox"/>	General	<input type="checkbox"/>	SMIC	<input type="checkbox"/>	Electric	<input type="checkbox"/>	Wastewater
<input type="checkbox"/>	Boat Harbor	<input type="checkbox"/>	Parking	<input type="checkbox"/>	Water	<input type="checkbox"/>	Healthcare
<input type="checkbox"/>	Motor Pool	<input type="checkbox"/>	Other	_____			

Note: amounts are unaudited

Available Fund Balance	\$	_____
		-

Finance Director Signature: Sully Jusino

Attorney Review

<input type="checkbox"/>	Yes	Attorney Signature:	_____
<input type="checkbox"/>	Not applicable	Comments:	_____

Administration Recommendation

<input type="checkbox"/>	Adopt Resolution
<input type="checkbox"/>	Other: _____

Sponsored by: City Clerk

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-048**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, ADOPTING A REVISED MEMORANDUM OF AGREEMENT
BETWEEN THE KENAI PENINSULA BOROUGH AND THE CITIES OF
HOMER, KENAI, SELDOVIA, SOLDOTNA AND SEWARD, FOR THE
PURPOSE OF INTERGOVERNMENTAL ADMINISTRATION OF
BOROUGH AND CITY ELECTIONS**

WHEREAS, the Seward City Council passed Resolution 2021-077 which authorized the City Manager to enter into a Memorandum of Agreement (MOA) with the Kenai Peninsula Borough (KPB) for the co-administration of Municipal Elections and authorizing the Mayor to sign KPB Joint Resolution 2021-001; and

WHEREAS, revisions to the Memorandum of Agreement are needed in order to address updates to the election process and associated costs; and

WHEREAS, the KPB and the cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way through the borough.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Council hereby approves the revisions to the Memorandum of Agreement, as shown in the accompanying redline version of the agreement, and amend the Memorandum of Agreement to satisfy updates to current election processes and associated costs.

Section 2. The City Council hereby authorizes the City Manager to sign the revised Memorandum of Agreement.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 9th day of September 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-048**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Kris Peck
City Clerk

(City Seal)

Memorandum of Agreement

Between Kenai Peninsula Borough and the Cities of
Kachemak, Kenai, Homer, Seldovia, Seward, and Soldotna
For the Intergovernmental Administration of Borough and City Municipal Elections

This Memorandum of Agreement (hereinafter the “Agreement”) is by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, (hereinafter “Borough”) and the participating Cities of Kachemak, Kenai, Homer, Seldovia, Seward, and Soldotna (hereinafter “Cities,” or “City”) whose addresses are included on the signatory page below, for the purpose of intergovernmental administration of the Borough and the Cities’ local municipal elections (hereinafter “municipal elections”).

WHEREAS, Article X, Section 13 of the Alaska Constitution authorizes local government to enter into agreements for the cooperative or joint administration of any function or power, unless otherwise prohibited by law or charter; and

WHEREAS, AS 29.35.010(13) provides authority for the Borough to enter into intergovernmental cooperative agreements for the joint administration of a borough function or power; and

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the Borough and the Cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough; and

WHEREAS, the parties hereto wish to memorialize past practices and understandings through this written document which shall constitute their specific agreement on terms and conditions related to roles, responsibilities, permissions and fees associated with the Borough’s administration of municipal elections;

THE PARTIES THEREFORE AGREE, in consideration of the mutual promises contained in this Agreement and the services and fees provided, as set forth below:

1. PURPOSE AND INTENT

This Agreement is established and entered into between the parties for the purpose of jointly administering municipal elections. This Agreement contemplates basic and core election services for municipal elections, including special elections. The Borough Clerk’s Office will be primarily responsible for providing the basic and core election services as set out below. The Cities agree to pay the Borough for reasonable costs related to the election services pursuant to the fee schedule established below, or as amended by mutual written agreement of the parties. In-line with current and past practices, the Borough’s Clerk’s Office will collaborate with the City Clerk’s Offices regarding administration of municipal elections.

2. BOROUGH'S OBLIGATIONS

- a. Election and Ballot Programming:
 - i. The Borough Clerk's Office will work with our election software vendor to program the election(s) and ballot(s) for all regular and special municipal elections.
 - ii. Each City will pay an administration fee for this contracted service as set out in Section 3 below. Each City will provide final approval of ballot proofs to the Borough Clerk's Office.
 - iii. Ballots shall be delivered to each City at least 15 days before each regular election and at least 10 days before each special or runoff election.
- b. Logic and Accuracy Testing
 - i. The Borough Clerk's Office will ensure all ballots and equipment is tested and set for municipal elections.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
 - iii. Copies of the logic and accuracy testing will be provided to each City.
- c. Voter Pamphlet – to include Borough and Cities candidates and issues
 - i. The Borough Clerk's Office will provide the Cities forms for candidate and ballot propositions submissions, and sample ballots, to be included in the Information Brochure (aka Voter Pamphlet). The completed forms will be submitted to the Borough Clerk's Office camera ready.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
- d. Shared services for absentee voting
 - i. The Borough Clerk's Office will open an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough and city ballots for all precincts within the borough.
 - ii. This is an in-kind service; there is no administrative charge for this service.
- e. Election worker recruitment, training, and administration
 - i. The Borough Clerk's Office will, in collaboration with each City, recruit, train, and provide for administration of all shared election workers, to include election judges, election officials, canvass board, election board, and any other similar terms in City or Borough codes referring to election workers. Election workers hired for a regular municipal election will be considered temporary employees of the Borough.
 - ii. Each City will pay or cause to be paid an administration fee for this service as set out in Section 3 below.
 - iii. For the purposes of Workers' Compensation and all other employment related matters Election Workers shall be considered temporary employees of the Borough.
 - iv. Because City of Seldovia is within the Seldovia/Kachemak Bay voting precinct which is a by mail precinct for the borough, the Borough Clerk's

Office will only be responsible for hiring an absentee voting official to work on Seldovia/Kachemak elections.

- f. Equipment delivery and storage
 - i. The Borough Clerk’s Office will provide for all necessary election equipment to be delivered to polling sites and absentee voting stations, unless specific arrangements are otherwise made with individual cities.
- g. Precinct/Polling Site Rental
 - i. In the event a polling site requires a rental charge, the KPB will handle all aspects of securing the site for use.
 - ii. Each City will pay an administration fee for this service as set out in Section 3 below.
- h. Special elections support
 - i. Section 2(a) through (g) above do not apply to City special elections.
 - ii. Unless specific arrangements are otherwise made with individual cities, the Borough Clerk’s Office will work with our election software vendor to program ballots, ~~provide~~ assist the cities with their logic and accuracy testing, and provide for use of Borough election equipment for the City’s special election which will include print ready artwork to printer, ballot tabulator, ADA compliant tablet, ballot printer, and ballot box per precinct for special elections conducted by a City.
 - iii. Each City will pay an administration fee for this service as set out in Section 3 below. The Borough will not provide for an absentee voting site for special elections conducted by a City. Each City will pick up the Borough election equipment that it will use in its special election.

3. CITIES OBLIGATIONS AND FEES

- a. The Cities’ respective Clerk’s Office will open, organize and manage an absentee voting site two weeks prior to the regular election and provide for absentee voters to have access to borough ballots for precincts within or near the city limits. This includes maintaining the work schedules for the shared absentee election officials working at their site. Except that it is understood City of Soldotna and the KPB will share an absentee voting site at the Borough Administration Building located at 144 N. Binkley Street.
- b. The Cities’ respective Clerk’s Office will provide all candidate information and proposition language to the Borough Clerk’s Office in order to accommodate within the set timelines for ballot programming and voter pamphlet information.
- c. By signing this Agreement, Cities consent to the following fee schedule:

<u>Service</u>	<u>Cost</u>	<u>Description</u>
Ballot Programming	\$500 per regular election	See description of services in 2(a) above.
Logic and Accuracy Testing	\$100 per regular election	See description of services in 2(b) above.

Voter Pamphlet	\$100 per page	See description of services in 2(c) above.
Shared services for absentee voting	No charge, in kind service provided	See description of services in 2(d) above.
Election worker recruitment, training, and administration	50% of wages and employer’s share of FICA for all election officials working at polling locations within city’s jurisdiction.	Wages are based on the current election worker hourly rate as set by the Division of Elections See description of services in 2(e) above.
Equipment delivery and storage	No charge	See description of services in 2(f) above.
Precinct rental or lease fees	50/50, with a maximum charge to the city of \$50 if charged by the site	See description of services in 2(g) above.
City’s Special Elections	\$1500 flat rate <u>Actual costs billed by election software vendor.</u>	See description of services in 2(h) above.

4. ELECTION WEBPAGES AND LOCAL INFORMATION

The parties agree that the Borough and each City shall continue to maintain, with each party continuing to bear respective associated costs, its own election webpage and other information items regarding municipal elections.

5. WITHDRAWAL

- a. If the Borough or a City wants to withdraw from agreement They must provide 4 months’ written notice.
- b. The Borough or a City cannot cancel or terminate this agreement within 90 days of the regular municipal election.

6. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years beginning _____, 202~~04~~ and terminating _____, 2025. This Agreement is eligible for two (2) 5-year renewals by mutual written consent of the parties.

7. CITY AND KPB CODE AND STATE LAW

This Agreement does not supersede any City or KPB code or state law. If a provision of this Agreement conflicts with KPB or City code or state law, the respective code and state law controls.

8. WORKERS' COMPENSATION; LIABILITY INSURANCE

Each Party shall be responsible for the purchase and maintenance of minimum insurance coverage as specified in paragraphs (a) and (b) of this section. Insurance coverage shall be in acceptable form, and for the amounts specified by the Borough, or as required by law, whichever is greater.

Insurance coverage shall remain in effect for the life of this Agreement, and any extensions thereto. This insurance shall be primary.

- a. Commercial general/automobile liability insurance of not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence.
- b. Worker's Compensation and Employer's Liability insurance shall be provided for all employees and volunteers as per Alaska State Statutes.

9. DEFAULT

Failure of either party to fully perform its obligations under the terms of this Agreement will constitute a default. If default is not cured, within 30 days, by full performance under this Agreement, then the non-defaulting party may immediately terminate the Agreement by delivering written notice to the defaulting party.

10. AMENDMENT OF AGREEMENT

This Agreement may only be modified or amended by written agreement of the parties.

11. COUNTERPARTS; ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing regarding the matters addressed in this Agreement. The parties may not amend this

Agreement unless agreed to in writing with both parties signing through their authorized representatives.

13. SAVINGS CLAUSE

If any provision of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the invalidated provision shall remain in force and effect only to the extent not invalidated and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

14. OBLIGATIONS

All of the Borough’s and the Cities obligations as specified in Sections 1 and 2 are subject to lawful appropriations, if necessary, for the specific purpose of carrying out the Borough and City’s obligations.

**KENAI PENINSULA BOROUGH
144 N BINKLEY STREET
SOLDOTNA, AK 99669**

By: ~~Charlie Piercee~~ Peter A. Micciche, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

~~Johni Blankenship~~ Michele Turner, Borough Clerk
Attorney

Sean Kelley, ~~Deputy~~ Borough

**KACHEMAK CITY
59906 BEAR CREEK DR.
HOMER, AK 99603**

By: _____,
Date: _____

ATTEST:

~~Erica Fitzpatrick~~ Lauri Wallace, City Clerk

**CITY OF KENAI
210 FIDALGO AVE.
KENAI, AK 99611**

By: ~~Paul Ostrander~~ Terry Eubank, City Manager

Date: _____

ATTEST:

~~Jamie Heinz~~ Shellie Saner, City Clerk

**CITY OF HOMER
491 E. PIONEER AVE.
HOMER, AK 99603**

By: ~~Rob Dumouche~~ Melissa Jacobsen, ~~Acting~~ City Manager

Date: _____

ATTEST:

~~Melissa Jacobsen~~ Renee Krause, ~~Deputy Acting~~ City Clerk

**CITY OF SELDOVIA
PO DRAWER B
SELDOVIA, AK 99663**

By: _____
By: ~~_____~~ Heidi Geagel, City Manager

Date: _____

ATTEST:

~~Heidi Geagel~~ Elizabeth Diament, City Clerk

**CITY OF SEWARD
PO BOX 167
SEWARD, AK 99664**

By: _____ Kat Sorensen, City Manager

Date: _____

ATTEST:

~~Brenda Ballou~~ Kris Peck, City Clerk

**CITY OF SOLDOTNA
177 N BIRCH ST.
SOLDOTNA, AK 99669**

By: ~~Stephanie Queen~~Janette Bower, City Manager
Date: _____

ATTEST:

~~Shellie Sauer~~Johni Blankenship, City Clerk

Introduced by: Johnson at the Request of
the Borough Clerk
Date:
Action:
Vote:

**KENAI PENINSULA BOROUGH
RESOLUTION 2024-XXX**

**A RESOLUTION ADOPTING A REVISED MEMORANDUM OF AGREEMENT
BETWEEN THE KENAI PENINSULA BOROUGH AND THE CITIES OF HOMER,
KENAI, SELDOVIA, SEWARD AND SOLDOTNA, FOR THE PURPOSE OF
INTERGOVERNMENTAL ADMINISTRATION OF BOROUGH AND CITY
ELECTIONS**

WHEREAS, historically the borough and five (5) of the cities within the borough (Homer, Kenai, Seldovia, Seward, and Soldotna) have collaborated on the administration of the annual regular municipal election; and

WHEREAS, the Borough and the Cities share a common goal and find that it serves public interest to work together to minimize costs, increase efficiencies and to ensure municipal elections are conducted in a fair and consistent way throughout the borough; and

WHEREAS, the original Memorandum of Agreement was approved by the borough and the cities of Homer, Kenai, Seldovia, Seward and Soldotna in July of 2021; and

WHEREAS, the clerks continue to address updates to election processes and associated costs;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. Revisions to the Memorandum of Agreement, as shown in the accompanying redline version of the agreement, amend the Memorandum of Agreement to satisfy updates to current election processes and associated costs.

SECTION 2. That this resolution takes effect immediately upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS * DAY
OF * 2024.**

Brent Johnson, Assembly President

ATTEST:

Michele Turner, CMC, Borough Clerk

Yes:

No:

Absent:



ORDINANCE 2024-013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA AMENDING SEWARD CITY CODE 15.10.226 – LAND USES ALLOWED TO STANDARDIZE LANGUAGE AND CLARIFY WHERE MARIJUANA ESTABLISHMENTS ARE ALLOWED IN EACH ZONING DISTRICT

Documents:

- Agenda Statement
- Ordinance 2024-013
- Attachments: None



City Council Agenda Statement

Meeting Date: August 26, 2024

To: City Council

Through: Kat Sorensen, City Manager

From: Planning and Zoning Commission

Subject: Ordinance 2024-013: Amending Seward City Code 15.10.226 – Land Uses Allowed to Standardize Language and Clarify Where Marijuana Establishments are Allowed in Each Zoning District

Background and justification:

On June 18 and July 16, 2024 the Planning and Zoning Commission held work sessions to discuss and review the regulations in Seward City Code regarding marijuana establishments. Due to the comments received by the public, the Commission determined that the regulations currently in code for marijuana establishments are not sufficiently clear. Prior to discussing and potentially recommending any changes to the current regulations, the Commission recommended that staff revise the formatting of the regulations to standardize the language and clarify where marijuana establishments are currently allowed in each zoning district.

On August 6, 2024 the Planning and Zoning Commission approved Resolution 2024-016 recommending the City Council amend Title 15.10.226, clarifying marijuana establishments in the Land Uses Allowed Table.

The code addresses marijuana establishments in Land Uses Allowed §15.10.226 (H). Within this section, each type of marijuana establishment is listed as well as the specific requirements and where the use is allowed in the Land Uses Allowed Table. The confusion is caused by the fact that each type of marijuana establishment is classified under another land use type that is already in the Table. For example, code states that *“a retail marijuana store meeting all other criteria in this Code and in Alaska Statutes and Administrative Codes is classified as a business – retail sales and service use.”* So, to determine which zoning districts a retail marijuana store is allowed in, one would need to look up ‘business – retail sales and service use’ on the Land Uses Allowed Table. Whatever zoning districts a ‘business – retail sales and service use’ is allowed, a retail marijuana store would also be allowed.

This format causes confusion as no other land uses are regulated in this way. Adding the various marijuana establishments directly to the Land Uses Allowed Table as their own categories is a much clearer way to present the information in code.

Creating standardized language and formatting that is easier to understand regarding marijuana establishments will provide for better future discussions and potential recommendations to the

current regulations. No new regulations are being added in this Resolution and no regulations are being removed.

The effect of this legislation would be to:

- Remove marijuana establishments from the current general categories in the Land Uses Allowed Table;
- Add each category of marijuana establishment to the Land Uses Allowed Table, and retain the same zoning districts that were previously allowed under the more general categories;
- Add “on-site consumption” to the Land Uses Allowed Table as a use that is associated by regulation with a retail marijuana store, subject to approval of an endorsement.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):

Comprehensive Plan: Vol 1, 2.2.8 “Continue to review and update the city code.”
 Vol 1, 3.2.1.1 “Manage land use to facilitate economic development while maintaining the historic, small-town character of Seward.”

Strategic Plan: _____

Other: SCC 15.01.035(A) & SCC 15.01.035 (B)(1b.)

Certification of Funds

Total amount of funds listed in this legislation: \$ 0

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in amount of: \$ _____
- Creates a savings in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): _____
- Not budgeted _____
- Not applicable

Fund Balance Information

Affected Fund (✓):

- | | | | |
|--------------------------------------|----------------------------------|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> General | <input type="checkbox"/> SMIC | <input type="checkbox"/> Electric | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Boat Harbor | <input type="checkbox"/> Parking | <input type="checkbox"/> Water | <input type="checkbox"/> Healthcare |
| <input type="checkbox"/> Motor Pool | <input type="checkbox"/> Other | _____ | |

Note: amounts are unaudited

Available Fund Balance \$ _____

Finance Director Signature: _____

Attorney Review

<input checked="" type="checkbox"/>	Yes	Attorney Signature: /s Kody George
<input type="checkbox"/>	Not applicable	Comments: _____

Administration Recommendation

<input checked="" type="checkbox"/>	Adopt Resolution	
<input type="checkbox"/>	Other:	_____

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AMENDING SEWARD CITY CODE 15.10.226 – LAND USES
ALLOWED TO STANDARDIZE LANGUAGE AND CLARIFY WHERE
MARIJUANA ESTABLISHMENTS ARE ALLOWED IN EACH ZONING
DISTRICT**

WHEREAS, according to Seward City Code 15.01.035, the Planning and Zoning Commission (Commission) by its own motion may recommend amendments to Title 15 to City Council; and

WHEREAS, it is in the best interest of the community to periodically review and update the city zoning code to reflect community changes and needs; and

WHEREAS, the Commission held work sessions on June 18 and July 16, 2024, to review the regulations for marijuana establishments in city code; and

WHEREAS, during that work session the Commission agreed that the current language and formatting regulating marijuana establishments in code was not clear nor easy to understand; and

WHEREAS, the Commission recommended as a first step that city code be amended to standardize the language and clarify where marijuana establishments are currently allowed to make the current regulations for marijuana establishments easier to understand; and

WHEREAS, in the current Land Uses Allowed Table, marijuana establishments are classified under general categories such as “commercial greenhouse,” “business office,” “business retail sales and services,” and “heavy and light manufacture;” and

WHEREAS, the Commission recommended that each of the specific marijuana establishments currently listed in code be added to the Land Uses Allowed Table as their own categories; and

WHEREAS, the zoning districts in which the various marijuana establishments are allowed within the Land Uses Allowed Table remain in the same districts in which they were allowed under the more general categories; and

WHEREAS, a retail marijuana store meeting all other criteria in the city code and in Alaska Statutes and Administrative Codes is currently allowed outright in all the zoning districts where a “business, retail sales and services” is allowed; and

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

WHEREAS, under the Alaska Statutes and Administrative Codes, onsite marijuana consumption is an endorsement to a retail marijuana store subject to approval by the Alcohol and Marijuana Control Office; and

WHEREAS, the Commission recommended that a category for a retail marijuana store with onsite consumption, both indoor and outdoor, be added to the Land Uses Allowed Table to further clarify onsite consumption as a currently allowed use subject to an endorsement in the zoning districts where a retail marijuana store is allowed; and

WHEREAS, the proposed changes to code do not change the current regulations for marijuana establishments; and

WHEREAS, on August 6, 2024 the Planning and Zoning Commission approved Resolution 2024-016 recommending City Council amend Title 15.10.226, clarifying marijuana establishments in the Land Uses Allowed Table.

NOW, THEREFORE, THE CITY OF SEWARD ORDAINS that:

Section 1. Seward City Code Title 15.10.226 Land Uses Allowed Table is hereby amended to read as follows (new language is in ***bolded italics and underlined***, and deleted language is ~~stricken~~):

.....

H. Marijuana establishments as defined in section 15.10.140.B.55 are allowed in accordance with table 15.10.226 of this chapter subject to the following:

1. The facility owner or operator has submitted a license application to the State of Alaska for the corresponding type of marijuana establishment prior to operation, and maintains a current license from the state at all times the facility is in operation.
2. Marijuana establishments shall not ~~to~~ be located within 500 feet of the entrance of any building where religious ceremonies are regularly held, a correctional facility, recreational facility or youth center licensed by the state or local government, or within 1,000 feet of any school. The distance specified in this subsection must be measured by the shortest pedestrian route from the public entrance of the building in which the licensed premises would be located to the outer parcel boundaries of the school, recreation or youth facility or to the main public entrance of the building in which religious services are regularly held, or the correctional facility. The burden of proof demonstrating that the facility meets the required separation distances is the responsibility of the marijuana establishment owner or operator.

3 All marijuana establishments shall meet all other criteria in this Code and in Alaska Statutes and Administrative Codes.

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

- 3. ~~In this title, standard or limited marijuana cultivation facility meeting all other criteria in this Code and in Alaska Statutes and Administrative Codes are classified as a Greenhouse(s)/Commercial, except that a limited marijuana cultivation facility as an accessory use secondary to a residence may be classified as a Home Occupation use.~~
- 4. ~~In this title, a marijuana testing facility meeting all other criteria in this Code and in Alaska Statutes and Administrative Codes is classified as an Office – Business or Professional use.~~
- 5. ~~In this title, a marijuana product manufacturing facility or a marijuana concentrate manufacturing facility using hazardous materials in the manufacturing process and meeting all other criteria in this Code and in Alaska Statutes and Administrative Codes is classified as a Manufacturing – Heavy use. Facilities not using hazardous materials in the manufacturing process are classified as a Manufacturing, Light use.~~
- 6. ~~In this title, a retail marijuana store meeting all other criteria in this Code and in Alaska Statutes and Administrative Codes is classified as a Business – Retail Sales and Service use.~~

.....

TABLE
Zoning District Designations

The following zoning district abbreviations are provided for information and interpretation:

RR =	Rural, very low density single-family residential
R1 =	Single-family, low density residential
R2 =	Single and two-family, medium density residential
R3 =	Single, two and multi-family, high density residential
UR =	Urban residential, a mix of residential uses and low impact home professional offices
OR =	Office residential
AC =	Auto and neighborhood oriented, light commercial
HC =	Harbor commercial
CB =	Central business district - dense downtown commercial
I =	Industrial
RM =	Resource management - partially developable lands subject to floodplains and steep slopes
INS =	Institutional, public, quasi-public uses
P =	Parks

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Table 15.10.226. Land Uses Allowed

Key:

O – Use Permitted Outright

H – Home Occupation

C – Use Requires Conditional Use Permit

P – Use Requires Administrative Permit

Blank – Use Prohibited

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Accessory building	O	O	O	O	O	O	O	O	O	O	O	O	O
Adult entertainment	INTENTIONALLY LEFT BLANK												
Agency, i.e., travel, insurance, title, real estate, etc.					O	O	O	O	O				
Agriculture											O		
Airport and related services										O	C		
Amusement or recreation facility							O		O	O			
Animal shelter										O	C	C	
Antenna, personal TV, satellite dish	O	O	O	O	O	O	O	O	O	O	O	O	
Art gallery					O	O	O	O	O				
Assemblages, temporary large, i.e., circus, fair							P	P	P	P	P	P	P
Attraction, permanent major visitor							C	C	C			C	C
Auditorium							O		O			O	
Auto repair, i.e., mechanic, glass body, upholstery							C			O			
Auto service/gas station							O	O		O			

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Auto/RV sales and rentals							O	O		O			
Boat sales							O	O		O			
Boat, commercial building/fabrication								O		O			
Boat, harbor/marina								C		C	C	C	C
Boat, repair and maintenance							O	O		O	C		
Boat, storage commercial							O	O		O	C		
Bulk material, i.e., concrete, gravel, sand, asphalt										C	C		
Business, marine retail sales and service							O	O	O	O	C		
Business, package liquor							O	O	O				
Business, retail sales and service						O	O	O	O				
Business, retail sales and service, industrial										O			
Campground, municipal								C/P		C/P		C/P	C/P
Campground, camper park, private										C/P	C/P	C/P	
Campground, employee										C/P			
Car/boat wash							O	O		O			
Cemetery											O	C	O
Center, community/civic							O		O			C	C
Center, mariner's							O	O	O	O			
Center, senior or teen				C	C	C	O		O			C	C
Child care, licensed center				C	C	O	O		O			C	
Child care, licensed home	O	O	O	O	O	O	O		O			O	

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Church	C	C	C	C	C	C	O	O	O			O	
Clinic, medical						O	O	O	O			O	
Clubs, fraternal/lodges/social/veterans						C	O		O	C			
Cluster subdivision	INTENTIONALLY LEFT BLANK												
Commercial Communications tower less than 16 feet diameter or 75 feet in height							C	C	C	C	C	C	
Commercial Communications tower 16 feet diameter or greater than 75 feet in height										C	C	C	
Correctional/prison facility									C	C	C	C	
Crematory										O			
Docks/wharves, industrial cargo								O		O	C	C	
Dock, passenger								O	O	O	C	O	
Drinking establishment, i.e., bar, nightclub, lounge							C	C	C				
Drive-in facility—Fast food, banking, etc.						C	C	C	C	C			
Dwelling, apartment in a commercial building (limited to one unit)						O	O	O	O	O	C		
Dwelling, apartment in a commercial building (two or more units)						O	O	C	C				
Dwelling, apartment, efficiency or accessory	O	O	O	O	O	O	O						

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Dwelling, apartment, studio						C	C	C	C	C	C		
Dwelling, attached single-family, i.e., townhouse, row				C	C	C	C	C	C		C		
Dwelling, condominium				C	C	C	C	C	C		C		
Dwelling, detached single-family	O	O	O	O	O	O	O		C		C		
Dwelling, group home	O	O	O	O	O	O					C		
Dwelling, guest house	O	O									C		
Dwelling, multi-family (3 or more units)				C	C	C	C	C	C		C		
Dwelling, two-family or duplex			O	O	O	O	O		C		C		
Dwelling, watchman or caretaker										O	C		
Emergency services, pub/vol; i.e., fire, ambulance, rescue	C	C	C	C	C	C	O	C	O	O	C	O	
Financial institution, i.e., bank, S&L						C	O		O				
Flea market, open air retail other than occasional							C	C			C		
Fuels, bulk storage and sales										C			
Golf course											O	O	C
Golf driving range							O			O	O	O	C
Greenhouse/nursery —Commercial							O			O	O		
Grocery, convenience store				C	C	C	O	O	O	O			
Grocery, supermarket, foodmart							O		O				
Health club					C	C	O	O	O				

**CITY OF SEWARD, ALASKA
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Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Home occupation	O	O	O	O	O	O	O	O	O		O		
Hospital									C			C	
Housing, bunkhouse							C			C		C	
Housing, dormitory						O						O	
Housing, nursing, retirement, convalescent				C			C					C	
Kennel, commercial, musher or fancier	INTENTIONALLY LEFT BLANK												
Laundry, dry cleaning							O	C	O	O			
Library						O	O		O			O	
Livestock, excluding chickens and rabbits	P										P		
Livestock, chickens and rabbits	P	P	P	P	P	P	P		P		P		
Lodging, B&B	H/P	H/P	H/P	H/P	H/P	O/P	O/P	O/P	O/P				
Lodging, hostel				P	P	P	P	P	P				
Lodging, hotel, motel, lodge, inn				C			O	C	C				
Lodging, short-term rental	H/P	H/P	H/P	H/P	H/P	P	P	P	P				
Lumber yard/building supply							C			O	C		
Manufacturing—noxious, heavy										C			
Manufacturing, light fabrication, assembly							C		C	O			
<u>Marijuana establishment, cultivation facility</u>							<u>O</u>			<u>O</u>	<u>O</u>		
<u>Marijuana establishment, limited cultivation facility</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>	<u>H</u>		<u>H</u>		

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
<u><i>Marijuana establishment, product manufacturing facility (hazardous materials)</i></u>										<u>C</u>			
<u><i>Marijuana establishment, product manufacturing facility (non-hazardous materials)</i></u>							<u>C</u>		<u>C</u>	<u>O</u>			
<u><i>Marijuana establishment, retail store</i></u>						<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>				
<u><i>Marijuana establishment, retail store with on-site consumption endorsement; indoor</i></u>						<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>				
<u><i>Marijuana establishment, retail store with on-site consumption endorsement; outdoor</i></u>						<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>				
<u><i>Marijuana establishment, testing facility</i></u>						<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>	<u>O</u>			
Merchant, transient							O	O	O	O			
Mobile home park							C/P						
Mobile home, residential, not in park	INTENTIONALLY LEFT BLANK												
Mobile home sales							O			O			
Mobile medical unit									O	O		O	
Mobile vendor	P	P	P	P	P	P	P	P	P	P			P
Mortuary/funeral home						O	O		O				

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Museum					C	O	O	O	O			O	
Office, boat charter, guide						O	O	O	O	O	C		
Office, business or professional						O	O	O	O	O			
Office, government/quasi-government administration						O	O	O	O	O	O	O	
Office, mobile/temporary on construction site	P	P	P	P	P	P	P	P	P	P	P	P	P
Office, home, professional					O	O	O	O	O				
Parking lot				C	C	O	O	O	O	O	O	O	O
Personal services, i.e., beauty, shoe, tailor						O	O	O	O				
Planned unit development		C	C	C			C		C		C		
Playground, public tot lot	O	O	O	O	O	O	O		O		O	O	O
Railroad								C		C	C	C	
Recreation, commercial indoor, i.e., bowling, skating							O		O	O	C		
Recreation, outdoor, i.e., miniature golf							O		C		C		C
Recreation, shooting range										C	C	C	
Recycling center							C		C	O	C		
Recycling, self-service drop-off point						O	O	O	O	O	O	O	O
Rental, Long-term	O	O	O	O	O	O	O	O	O	O	C	C	
Repair service, i.e., large appliance							C		C	O			
Resource extraction, commercial										C	C	C	

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
subsurface, i.e., mining													
Resource extraction, commercial surface, i.e., gravel										C	C	C	
Resource extraction, commercial timber harvesting										C	C		
Restaurant, food service, catering, brew pub						O	O	O	O	O	C		
Rooming or boarding house				O/P	O/P	O/P	O/P						
Roving Vendor	P	P	P	P	P	P	P	P	P	P			P
Salvage—auto, wrecking, scrap, junkyard										C			
Sawmill or lumbermill										C	C		
School, college							C		C			C	
School, public/private elementary/secondary	C	C	C	C	C	C	C		C			C	
School, vocational						C	O	O	C	O		C	
Seafood processing, i.e., canning, rendering							C	C		C	C		
Shop, i.e., welding, sheetmetal, machine, steel fab.							C	C		O			
Shop, i.e., wood, signs, cabinet, upholstery					C	C	O	C		O			
Shopping center (mall)							C		C				
Solid waste disposal, i.e., baler, transfer, landfill										C	C	C	
Storage, container						P	P	P	P	O		P	

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Storage, explosives										P			
Storage, outdoor, yard, material/equipment							C			O	O	C	
Storage, self service							O	O		O	O		
Storage, warehouse and distribution							O	O		O	C	C	
Studio, radio/television					C	O	O		O	O	C		
Tanks, aboveground associated with service station							C	C		O			
Taxidermy					O	O	O	O	O				
Terminal, i.e., bus, truck, freight							O		C	O	C		
Terminal, marine/boat passenger								O	C	O	O	C	
Theater, concert, movie							O		O				
Tool/equipment rental							O			O			
Temporary structure	P	P	P	P	P	P	P	P	P	P			
Utility facility, public electric, water, sewer, etc.	C	C	C	C	C	C	O	O	O	O	O	O	
Vehicle impound lot										O		O	
Vending machine repair, storage							O			O	C		
Veterinary hospital							C			C	C		

Section 3. This ordinance shall take effect ten (10) days upon enactment.

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-013**

ENACTED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA the
9th day of September 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

ATTEST:

Kris Peck
City Clerk

(City Seal)



RESOLUTION 2024-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, PRIORITY DISPATCH, U.S. DIGITAL DESIGNS, DELL TECHNOLOGIES, AND THE KENAI PENINSULA BOROUGH TO PROVIDE COMPUTER AIDED DISPATCH (CAD) AND REPORT MANAGEMENT SOFTWARE (RMS) TO THE CITY OF SEWARD FOR AN INITIAL COST OF \$215,788.89 AND AN ANNUAL RECURRING COST OF \$42,048 AND APPROPRIATING FUNDS

Documents:

- Agenda Statement
- Resolution 2024-045
- Tyler RMS Quote
- Tyler Enterprise Quote (Borough CAD)
- Priority Dispatch Quote
- U.S. Digital Designs Quote



City Council Agenda Statement

Meeting Date: September 9, 2024

To: City Council

From: Alan Nickell, Chief of Police

Subject: Resolution 2024-045: Authorizing the City Manager to Enter into a Service Agreement with Tyler Technologies, Priority Dispatch, U.S. Digital Designs, Dell Technologies, and the Kenai Peninsula Borough to Provide Computer Aided Dispatch (Cad) and Report Management Software (Rms) to the City of Seward for an Initial Cost Of \$215,788.89 and an Annual Recurring Cost of \$42,048 and Appropriating Funds

Background and justification:

For the 2023 Capital Improvement Projects (CIP) list, the council added a request for a change in Computer Aided Dispatch (CAD) and Report Management Software (RMS) for the police dispatch division because the current system is unable to meet all the needs of the city. The goal of the project is to increase functionality between dispatch, police, fire, and EMS services. The new system will allow the implementation of GPS tracking for city vehicles to increase safety for personnel, and it will allow more control and functionality in large scale emergencies. Additionally, this upgrade will enhance the report taking and writing capabilities of dispatch, police, and fire, and it will help with the reporting requirements for the respective departments. This upgrade will further increase the likelihood of improvement in the city's ISO rating which can lead to better insurance rates for citizens and business owners.

After significant research and product demonstrations, the decision was made to proceed with Tyler Technologies as our CAD/RMS provider. This choice is reinforced by this program's ability to meet the needs of the involved departments and is further reinforced by being the choice for CAD/RMS on the rest of the Kenai Peninsula 911 centers. This upgrade will allow Seward's dispatch center to communicate with other peninsula 911 centers directly, in real-time, as well as support one another during catastrophes.

The IT director was involved in the selection process along with the chiefs of the police and fire departments. The IT director agrees with the selection of Tyler Technologies. While other CAD/RMS systems were considered and evaluated, in accordance with SCC 6.10.130 (A)(4) the public is best served by pursuing this project as a sole source purchase.

We have determined that to fully meet the needs of fire fighters and ambulance responders, the best way to proceed in addition to CAD/RMS improvements is to add additional software features such as a specific fire module for dispatch's ProQA software from Priority Dispatch and an auto-dispatch piece of software which will allow our single dispatcher to dispatch fire and EMS via artificial intelligence while remaining on the call with the person in need from U.S. Digital Designs.

Also, this purchase will result in a partnership with the Kenai Peninsula Borough dispatch center because we will operate as a user of their system. At their recommendation, we have included the purchase of two workstation computers which will meet the hardware requirements of using the borough's version of the CAD/RMS.

It has been noted below that this upgrade is consistent with the city's comprehensive plan for supporting adequate police services and equipment. It also helps maintain an effective public safety communications network in Seward, as this will directly impact the dispatch division and their ability to gather information, pass this information to other first responders, and get people the help they need in a timely fashion. Additionally, the plan facilitates annual reporting of crime statistics, analysis of crime incidents, and recommendations for solutions. This purchase will allow us to easily report our statistics whereas we currently cannot do so. Lastly, the comprehensive plan directs us to continuously plan for future police services to ensure the highest level of public safety within the community. The modern era demands powerful software to assist us with all the moving parts of public safety. This CAD/RMS system will keep us current and relevant and able to meet the needs of the community.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):

Comprehensive Plan: 2.2.9 Public Safety

Strategic Plan: _____

Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 215,788.89

This legislation (✓):

Creates revenue in the amount of: \$ _____

Creates expenditure in amount of: \$ 215,788.89

Creates a savings in the amount of: \$ _____

Has no fiscal impact

Funds are (✓):

Budgeted Line item(s): _____

Not budgeted _____

Not applicable _____

Fund Balance Information

Affected Fund (✓):

General SMIC Electric Wastewater

Boat Harbor Parking Water Healthcare

Motor Pool Other CAF

Note: amounts are unaudited

Available Fund Balance \$ 754,910.00

Finance Director Signature: *Sully Jusino*

Attorney Review

<input type="checkbox"/>	Yes	Attorney Signature:	_____
<input checked="" type="checkbox"/>	Not applicable	Comments:	_____ _____

Administration Recommendation

<input checked="" type="checkbox"/>	Adopt Resolution	
<input type="checkbox"/>	Other:	_____

Sponsored by: Nickell

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-045**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, PRIORITY DISPATCH, U.S. DIGITAL DESIGNS, DELL TECHNOLOGIES, AND THE KENAI PENINSULA BOROUGH TO PROVIDE COMPUTER AIDED DISPATCH (CAD) AND REPORT MANAGEMENT SOFTWARE (RMS) TO THE CITY OF SEWARD FOR AN INITIAL COST OF \$215,788.89 AND AN ANNUAL RECURRING COST OF \$42,048 AND APPROPRIATING FUNDS

WHEREAS, the current CAD/RMS system does not meet the needs of the police, fire, and other city departments; and

WHEREAS, the goal of this project is to increase functionality between police, fire, dispatch and EMS in Seward and on the peninsula as well as other city departments; and

WHEREAS, the new system will allow the implementation of GPS tracking for city vehicles to increase safety for personnel, and it will allow more control and functionality in large scale emergencies; and

WHEREAS, this upgrade will enhance the report taking and writing capabilities of dispatch, police, and fire, and it will help with the reporting requirements for the respective departments; and

WHEREAS, this upgrade will further increase the likelihood of improvement in the city's ISO rating which can lead to better insurance rates for all citizens and business owners; and

WHEREAS, the decision to proceed with Tyler Technologies as our CAD/RMS of choice was vetted by police administration, fire administration, and Seward's information and technology director; and

WHEREAS, this choice is further reinforced by being the choice for CAD services for all other Kenai Peninsula 911 centers; and

WHEREAS, this purchase will make it possible for Seward's dispatch center to assist other peninsula 911 centers, as well as be assisted by other 911 centers, in the event of catastrophic emergencies; and

WHEREAS, it has been determined that to fully meet the needs of fire fighters and ambulance responders, the best way to proceed in addition to CAD/RMS improvements is to add additional software features such as a specific fire module for dispatch's ProQA software from Priority Dispatch and an auto-dispatch piece of software which will allow our single dispatcher to dispatch fire and EMS via artificial intelligence while remaining on the call with the person in need from Phoenix Auto-dispatch; and

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-045**

WHEREAS, the City Council has determined that the public interest would be best served by not requiring competitive bids and makes the following findings:

1. Seward City Code Section 6.10.130 (A) (4) provides for the purchase of electronic data processing software and hardware systems and communications equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Council hereby authorizes the City Manager to purchase Report Management Software and Computer Aided Dispatch from Tyler Technologies, a fire department specific module for dispatch from Priority Dispatch, Phoenix Auto-dispatch software from U.S. Digital Designs, two computers from Dell Technologies, and the Kenai Peninsula Borough for improvements to the Seward dispatch division.

Section 2. Funding in the amount of \$215,788.89 is hereby transferred and appropriated from the Capital Acquisition Fund 80010-1210-8103 Capital Equipment Expenditure Account.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska this 9th day of September 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

ATTEST:

Kris Peck
City Clerk

(City Seal)



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Seward, AK Police Department.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or Investment Summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means Software as a Service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or

other professional services.

- **“SLA”** means the Service Level Agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means Software as a Service provided by a third-party, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third-Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional Data Storage Capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software, or Documentation resulting from the SaaS Services, available in any manner to any third-party for use in the third-party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource,

disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any Third-Party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the Developer of the embedded Third-Party software.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
 - 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release

life cycle policy);

- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third-Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded Third-Party Software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an

action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either Party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you do not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based

on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third-parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either Party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the Parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither Party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the Party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving Party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving Party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other Party at the address set forth on the signature page hereto or such other address as the Party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving Party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both Parties recognize that their respective employees and agents, in the course of performance of

this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the Parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each Party agrees that it will not disclose any confidential information of the other Party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a Party or its employees or agents; or
- (b) a Party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a Party receives from a third party who has a right to disclose it to the receiving Party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each Party represents to the other that the signatory set forth below is duly authorized to bind that Party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use

Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
- Schedule 1: Support Call Process
- Exhibit D Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each Party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Seward, AK Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
City of Seward, AK Police Department
P.O. Box 167
Seward, AK 99664-0167
Attention: _____

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department





Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit A

INVESTMENT SUMMARY FOR:
City of Seward Police Department, AK

PRESENTED BY:
Madonna Allen

7/26/2024



Exhibit A



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 18,600
Third-Party Products	\$ 4,279
Total One-Time Cost	\$ 22,879
Annual Recurring Fees/SaaS	\$ 29,699
Tyler Software Maintenance	\$ 0
Estimated Travel	\$ 0

Exhibit A



Quoted By: Madonna Allen
 Quote Expiration: 8/20/24
 Quote Number: 2024-456030-N0S6G5
 Quote Name: RMS

Sales Quotation For:

City of Seward Police Department
 PO Box 167
 Seward AK 99664-0167
 Phone: +1 (907) 224-3338

Tyler Software

Description	License Total	Year One Maintenance
Public Safety Pro		
Licenses		
Enterprise CAD to PSP RMS	\$ 0	\$ 0
Total	\$ 0	\$ 0
TOTAL	\$ 0	\$ 0

Annual / SaaS

Description	Quantity	Annual
Public Safety Pro		

Exhibit A

Licenses		
Base RMS	1	\$ 29,699
Property Room	1	\$ 0
Public Safety Pro Custom Reporting Tool	1	\$ 0
Hosted User Fee	25	\$ 0
TOTAL		\$ 29,699

Services			
Description	Quantity	Total	Maintenance
Public Safety Pro			
Project Management	1	\$ 5,000	\$ 0
Professional Services	1	\$ 7,000	\$ 0
PS Master Files-Conversion	1	\$ 6,600	\$ 0
TOTAL		\$ 18,600	\$ 0

Third-Party Hardware, Software and Services					
Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Tyler Third Party					
Microsoft SQL 2019 RUNTIME CAL	25	\$ 110	\$ 2,750	\$ 0	\$ 0
Microsoft SQL Server 2019 RUNTIME	1	\$ 499	\$ 499	\$ 0	\$ 0
Public Safety Pro					
Property Room Barcode Printer Kit	1	\$ 1,030	\$ 1,030	\$ 0	\$ 0
TOTAL			\$ 4,279		0

Exhibit A

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 29,699
Total Tyler Services	\$ 18,600	\$ 0
Total Third-Party Hardware, Software, Services	\$ 4,279	\$ 0
Contract Total	\$ 52,578	

Comments

Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Accidents (Includes EZ Street Draw and/or ScenePD Interfaces), Traffic/Parking Citation Records, Racial Profiling, Calls for Service (Including Manual Call Sheets), Use of Force, Messaging, Dashboard, Watches, Impounds, Bike/Pet Registration, Intelligence, Field Interview, Proximity Restrictions)
 Public Safety - Base RMS conversion includes Master files (addresses, name, vehicles, arrests, offense/incidents, and property room).



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Professional Services.
 - 2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced as delivered.
3. Third-Party Products.
 - 3.1 *Third-Party Software License Fees*: License fees for Third-Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third-Party Software Maintenance*: The first year maintenance for the Third-Party Software, is invoiced when we make it available to you for downloading.
 - 3.3 *Third-Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Third-Party SaaS*: Third-Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third-party's then-current rates.
4. Expenses. The rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two (2) hours before or after the requested departure time, assuming that flight does not add more than three (3) hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two (2) hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the



current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed



internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will



work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.
* *Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to



assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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Quoted By: Terri Minter
 Quote Expiration: 10/31/24
 Quote Name: Seward CAD/Mobile Add On to Kenai

Sales Quotation For:
 Kenai Peninsula Borough Office of Emergency Management
 253 Wilson Ln
 Soldotna AK 99669-7932
 Phone: +1 (907) 262-4910

Bill To: (One time licensing, Initial pro-rated annual maintenance, and all services)
 Seward Police Department
 410 Adams Street
 City Hall Building
 Seward, AK 99664
 Attn: Karl Schaefermeyer, Deputy Chief of Police
 Ph. (907) 224-3338

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Computer Aided Dispatch				
CAD Add-On	\$ 5,000	\$ 0	\$ 5,000	\$ 1,050
Total	\$ 5,000	\$ 0	\$ 5,000	\$ 1,050
Mobile				
In-Car Mapping / AVL [11]	\$ 1,650	\$ 0	\$ 1,650	\$ 347
In-Car Routing [11]	\$ 1,100	\$ 0	\$ 1,100	\$ 231
LE Dispatch/Messaging/State/NCIC [11]	\$ 4,400	\$ 0	\$ 4,400	\$ 924
Enterprise Law Enforcement Field Mobile with Advanced Mapping [2]	\$ 950	\$ 0	\$ 950	\$ 200
Enterprise Fire Field Mobile with Advanced Mapping [12]	\$ 5,700	\$ 0	\$ 5,700	\$ 1,197
Total	\$ 13,800	\$ 0	\$ 13,800	\$ 2,899
TOTAL	\$ 18,800		\$ 18,800	\$ 3,949

Services

2024-476965-D3C3D5

CONFIDENTIAL

Page 1 of 4

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Project Management	1	\$ 12,000	\$ 0	\$ 12,000	\$ 0
CAD Configuration	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
CAD Training	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
CAD Go-Live	1	\$ 8,700	\$ 0	\$ 8,700	\$ 0
Mobile Messaging Configuration	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Mobile Messaging Training	1	\$ 2,320	\$ 0	\$ 2,320	\$ 0
Mobile Messaging Go-Live	1	\$ 4,350	\$ 0	\$ 4,350	\$ 0
GIS Services	1	\$ 3,410	\$ 0	\$ 3,410	\$ 0
TOTAL				\$ 46,150	\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 18,800	\$ 3,949
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 46,150	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Estimated Travel	\$ 30,000	\$ 0
Summary Total	\$ 94,950	\$ 3,949

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

The Software, Maintenance, Services and Third-Party Products, as applicable, that are itemized above, are hereby added to your existing agreement with Tyler. Fees for Software, if applicable, will be invoiced to you in full upon receipt of your signed quote. Unless otherwise stated in the Assumptions, associated maintenance and support fees shall be invoiced on a prorated basis through the end of your current term, and thereafter in a lump sum amount together with your then-current maintenance and support fees for previously licensed software. Fees for Services, Third-Party Products and/or travel, as applicable, will be invoiced as rendered or delivered. The terms and conditions of your agreement will otherwise control.

Annual / SaaS fees, including Hosting, as applicable, shall be invoiced on the Effective Date, prorated for the time period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent Annual Fees will be invoiced annually in advance thereafter at our then current rates, subject to controlling payment terms, if any, under the existing agreement.

Assumptions

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

AVL requires third-party GPS hardware.

Enterprise Fire Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

Enterprise Law Enforcement Field Mobile client software supports Apple iOS version 11.0 (or higher) and Android version 8.0 (or higher). Supported Android devices include Galaxy S8 or newer, Note 9 or newer, Galaxy Tab S4 or newer and two watches running Tizen 4.0 or newer the Gear S3 and Galaxy Watch.

Services to deploy the following for Seward PD are not included. It is assumed that Kenai can implement these integrations. If later services are needed from Tyler, those services will be billable.

- Web CAD Monitor
- Pre-Arrival Questionnaire Interface
- Encoder Interface
- CAD Export Interface .

PRIORITY DISPATCH SYSTEM IMPLEMENTATION AGREEMENT

This Priority Dispatch System Implementation Agreement (the “Agreement”) is made on May 31, 2024 (“Effective Date”) and entered by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp (“PDC”), a Utah corporation, and Seward Police Department (“Customer”). PDC and Customer are collectively referred to herein as the “Parties” or individually as a “Party.”

BACKGROUND

- A. Customer desires to procure and provide an effective, efficient, and comprehensive emergency fire dispatch system for its residents and transient population and upgrade the Medical ESP package to Platinum.
- B. The Parties desire to enter into an agreement for the licensing, training, implementation, and maintenance of PDC’s products and services, altogether the Fire Priority Dispatch System (“FPDS”), upgrade the Medical ESP package to Platinum .

The Parties agree as follows:

1. **Pricing & Payment Terms.** Pricing details for the Fire Priority Dispatch System and the Medical Platinum ESP package are set forth in **Attachment A**. Additional services or products may be provided upon request. The price of any additional products or services will be negotiated at the time of request. Any increase in the quantity of products and services under this Agreement may result in an increase in Customer’s pricing, including annual support fees.
2. **Statement of Work.** The Statement of Work for the implementation of the FPDS is attached to this Agreement as **Attachment B**. The Statement of Work will provide a phased approach to the implementation of the FPDS, designed to assist Customers with meeting the International Academies of Emergency Dispatch (“IAED”) operational and performance requirements to become an Accredited Center of Excellence (“ACE”).
 - a. **Change in Statement of Work.** Should it become necessary to change the Statement of Work for any reason the Parties shall work together to make any necessary changes. As we work together to support your center, the scheduling we agree upon is critical. At any given time, PDC has many implementations at various stages of the implementation process and we’re also conducting many emergency dispatch and software training courses monthly. We must consider all PDC clients when you make cancellations, updates, or changes to the agreed-upon dates. The form can be found: https://forms.zohopublic.com/ivanwhitaker/form/ImplementationCourseSoftwareTrainingorTaskChangeRe/formperma/nvPtug7UHo5M79rHzr9tDW4UF0GxF5HNN1RG_4ukAmU
3. **License and Service Level Agreement.** The use and maintenance of the FPDS and other PDC licensed products are set forth in the applicable End User License Agreement (“EULA”). The EULA is incorporated herein into this Agreement as **Attachment C**. The Service Level Agreement is incorporated herein into this Agreement as **Attachment D**.
4. **CAD Integration.** The Parties understand in the event a Computer Aided Dispatch system (“CAD”) is used by Customer, any costs relating to the integration of the FPDS software (ProQA®) and Customer’s CAD system shall be the sole responsibility of Customer. The integration of Customer’s CAD system and ProQA must be inspected, tested, and certified by PDC before taking live calls.
5. **Term & Termination.** This Agreement shall remain in effect for five (5) years. After five years, the Parties shall revisit the terms of this Agreement and in good faith shall determine the relationship going forward. Notwithstanding, the Parties understand that if this Agreement is not terminated or the Parties fail to determine the relationship going forward, this Agreement shall automatically renew for subsequent terms of one year at the then current annual support prices,

and thereafter may be terminated as set forth below or by giving 90-days non renewal notice before the annual renewal date (anniversary of the date of execution). This Agreement shall remain in effect until terminated by one of the Parties.

- a. **Termination after Initial Term.** Either Party may terminate this agreement by providing written notice to the other Party at least 90-days before the anniversary of the Effective Date. If written notice is not received by the non-terminating Party at least 90-days before the anniversary of the Effective Date, this Agreement will automatically renew for another year as set forth above.
 - b. **Termination for Cause.** Either Party may terminate this Agreement if the other Party commits any material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days of written notice of the breach.
 - c. **EULA.** This Agreement may be terminated for any reason set forth in the EULA.
 - d. **Effect of termination.** Upon termination or expiration of this Agreement, Customer shall return to PDC, within 10 days, all PDC's Confidential Information and intellectual property. In addition, all payments owed to PDC that have accrued prior to the termination or expiration of this Agreement shall be payable to PDC within thirty (30) days.
6. **Relationship of the Parties.** The Parties shall act as independent contractors in the performance of this Agreement. The employees of one Party shall not be deemed the employees of the other Party.
 7. **Confidentiality.** During the course of this Agreement, it may become necessary for Customer to handle or receive PDC's Confidential Information. Customer agrees to keep all Confidential Information received from PDC confidential, and Customer may only disclose it to employees or contractors on a need-to-know basis, provided that the employee or contractor receives the Confidential Information under a written obligation of confidentiality. Confidential Information means any information, in any form or medium, disclosed by PDC to Customer, including, but not limited to, expertise, trade secrets, proprietary information and products, know-how, lists, technical specifications, processes, training materials, software programs, software documentation, price lists, marketing plans, and manuals, including all derivatives of the aforementioned. This section shall survive termination or expiration of the Agreement
 8. **Intellectual Property.** Each Party acknowledges and understands that the copyrights, patents, trade secrets, trademarks, and other intellectual property, including derivatives and rights thereof, belonging to a Party are and shall remain the sole and exclusive property of that Party. This section shall survive termination or expiration of the Agreement.
 9. **Conflict of Interest.** During the term of this Agreement, a Party shall not accept work, enter into a contract, or accept an obligation from any third party inconsistent or incompatible with the Party's obligations under this Agreement.
 10. **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any obligations set forth in this Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) by their nature would be intended to be applicable following any such termination or expiration.
 11. **Compliance with Laws.** In performing services or obligations hereunder, the Parties shall comply with applicable local statutes, ordinances, and regulations.
 12. **Assignment.** Customer shall not assign, sell, transfer or delegate its rights and obligations under this Agreement without obtaining prior written consent of PDC.
 13. **Attachments.** All Attachments are incorporated by references as if set forth in the body of the Agreement. This Agreement may not be modified or altered except in writing signed by the Parties.

14. **Severability.** If any portion of this Agreement is determined to be invalid or unenforceable, such portion shall be adjusted, rather than voided, to achieve the intent of the Parties to the extent possible, and the remainder shall be enforced to the maximum extent possible.

15. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute.

16. **Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Virginia, United States of America. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in Giles County in the State of Virginia. Each Party hereby agrees to submit to the personal jurisdiction of these courts.

17. **Notices.** Any notice or demand required or permitted hereunder shall be sufficiently given when set forth in writing and delivered in person, email, fax or mail:

To PDC:
Priority Dispatch Corp.
110 South Regent Street, Suite 500
Salt Lake City, Utah 84111
Attention: Legal Department
Email: legaldepartment@prioritydispatch.net
Phone: 800.363.9127

To Customer:
Seward Police Department
410 Adam St
Seward, Alaska 99664
Attention: Deputy Chief of Police
Email: kschaefermeyer@cityofseward.net
Phone:

18. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and either Party may enter into this Agreement by executing a counterpart.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

PDC

CUSTOMER

Signature: _____

Signature: _____

Print Name: J. Simón Cantarero

Print Name: _____

Title: General Counsel & Corp. Secretary

Title: _____

Attachment A

SEE ATTACHED SALES QUOTE #72955

INITIAL FPDS IMPLEMENTATION PRICING (YEAR 1)

Fees for the initial FPDS implementation and upgrading the Medical ESP Plan to Platinum are **\$57,673.00** (see attached Sales Quote #Q- 72955). This fee covers all of the quoted implementation activities and the first year of product licensing and maintenance.

CONTINUING ANNUAL SERVICE AND SUPPORT FEES (YEAR 2-5)

The fee for the annual product licensing renewal and maintenance (Extended Service Plan - ESP) of PDC's products and services is shown below.

Year 2:	\$ 8,400.00
Year 3:	\$ 8,400.00
Year 4:	\$ 8,400.00
Year 5:	\$ 8,400.00

Payment Notes:

1. Customer will be billed on an annual basis.
2. All prices in USD
3. This pricing is exclusive of any applicable tax. Any applicable taxes will be added to this amount.
4. Payment must be paid by Customer within 30-days of receiving an invoice from PDC.
5. If invoice is not paid within 60-days it will be considered "overdue" and accrue interest at 1% per month, compounding.
6. If invoice is not paid within 90-days it will be in "default" and services and products provided by Priority Dispatch may be removed, suspended, or become unavailable. If there is a dispute over an invoice the "overdue" or "default" status may be delayed if there is communication towards resolution. Lack of communication for 30-days will advance the invoice to the next status (i.e. overdue to default).



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Jon Noel
 Phone: (800) 363-9127
 Direct: 385-355-0435
 Email: jon.noel@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms

Seward Police Department
 9879
 Q-72955
 3/22/2024
 7/10/2024
 Net 30

Currency: USD

Bill To:
 Seward Police Department
 PO BOX 167
 Seward, Alaska 99664-0167
 United States

Ship To:
 Seward Police Department
 410 Adam St
 Seward, Alaska 99664
 United States

Product	Discipline	Qty	Amount
ProQA Production/Live License Automated calltaking software	Fire	3	USD 14,025.00
AQUA Case Review Software Quality Assurance (case review) software base engine and discipline module	Fire	1	USD 2,750.00
Xlerator Client Server Suite		1	USD 3,850.00
Priority Dispatch Protocol Cardset Licensed manual protocol set for backup	Fire	3	USD 1,635.00
Protocol Pilot Guide Printed For resource, QA/QI, and training reference.	Fire	1	USD 199.00
Certification Training On-Site (Per) Protocol Training and Certification Materials, tuition and certification	Fire	6	USD 2,550.00
Certification Training ED-Q On-site (Per) Materials, tuition and certification (2 days, 16 hours)	Fire	2	USD 1,310.00
ProQA Software Training Remote Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment	Fire	6	USD 1,074.00
AQUA Software Training Remote Per person cost for a 6 hour course completed in a virtual, instructor-led environment		1	USD 229.00
System Administration Training Remote - Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment		2	USD 458.00
ProQA & AQUA Reports Training Remote - (4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions		2	USD 358.00
Implementation Support LV Implementation support and quality management program development		1	USD 11,000.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Product	Discipline	Qty	Amount
Equip QA Initial implementation of expert case review, quality management and mentoring for telecommunicators, QA staff and management	Fire	1	USD 7,585.00
ACE Accreditation New Application IAED fee for accreditation		1	USD 2,250.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	3	USD 4,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	3	USD 4,200.00
Implementation and Year 1 Maintenance + Medical upgrade TOTAL:			USD 57,673.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	3	USD 4,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	3	USD 4,200.00
Year 2 Annual Maintenance - Medical and Fire TOTAL:			USD 8,400.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	3	USD 4,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	3	USD 4,200.00
Year 3 Annual Maintenance - Medical and Fire TOTAL:			USD 8,400.00

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	3	USD 4,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	3	USD 4,200.00
Year 4 Annual Maintenance - Medical and Fire TOTAL:			USD 8,400.00

"To lead the creation of meaningful change in public safety and health."



QUOTE

Product	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Fire	3	USD 4,200.00
Priority Dispatch System Annual Maintenance (P) License Renewal, Service & Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades	Medical	3	USD 4,200.00
Year 5 Annual Maintenance - Medical and Fire TOTAL:			USD 8,400.00

Subtotal	USD 57,673.00
Estimated Tax	
Total	USD 57,673.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Expiration Date:			

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."

Attachment B

STATEMENT OF WORK



STATEMENT OF WORK – Fire Priority Dispatch System (FPDS)

PHASE	EXPLANATION OF PHASE
Initial Assessment	Implementation Pre-Planning – Conference Call
Phase 1	Organization Set-up and Quality Improvement Unit (QIU) Activities
Phase 2	Training
Phase 3	Software Installation and Configuration
Phase 4	System Implementation
Phase 5	Quality Assurance Phase: 30 days post on-line
Phase 6	Quality Improvement Phase: 90 days post on-line
Phase 7	Accreditation
Phase 8	Ongoing support

DELIVERY AND IMPLEMENTATION OF THE FPDS

Delivery and Implementation of the FPDS

The purpose of this Implementation and Detailed Schedule is to provide an overview of the proper steps that will be taken to ensure the successful implementation of, and ongoing support of the FPDS. This plan will also assist your agency in meeting all the standards necessary for accreditation by the IAED as an Accredited Center of Excellence (ACE). To accomplish this, PDC will assist in implementing a self-sustaining quality improvement and risk management system that will ensure a continuous, safe and effective emergency dispatch operation both now and in the future.

Statement of Work: Implementation of the FPDS

INITIAL ASSESSMENT (IMPLEMENTATION PRE-PLANNING CONFERENCE CALL)

The initial step in the implementation process will be a conference call involving the communications center director and any other senior management team members deemed appropriate by the director, the involved PDC Regional Account Manager, and the PDC consultant detailed to be the Project Manager for the implementation. The purpose of the conference call will be an initial introduction of all involved parties and to set a start date for the implementation.

The next step, through the use of our Consulting Questionnaire and Consulting Evaluation processes, PDC Project Managers will obtain information about the communications center, key management officials and positions, the current emergency dispatch methodology, services provided, unit allocation and configuration, response times, management practices, quality improvement/assurance and risk management programs as they relate to the emergency dispatch function.

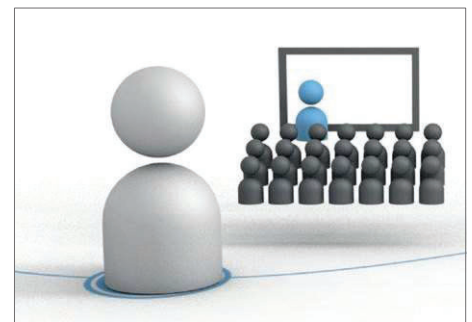
Other information obtained will include local and regional issues of concern, as well as demographic and statistical data. Information will be gathered primarily through the use of survey documents where possible. These documents should be completed and returned to the PDC Project Manager for review. PDC's assessment focus is directed towards training needs and quality improvement/assurance issues, the communication center dispatch policies, practices and procedures, and a comprehensive systems approach to emergency services dispatch evaluation. PDC may elect to perform an on-site visit to gather or help facilitate the gathering of information.

PHASE 1 Organization Set-up and Quality Improvement Unit (QIU) Activities

- Leadership/Implementation Course. PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EMD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- Steering and MDRC meeting. PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- Combined Steering and Medical Dispatch Review Committee (MDRC) meeting. PDC staff will provide guidance and support in the creation and first meeting of the Steering and MDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering
- Committee, MDRC and Quality Improvement Unit (QIU), as well as the appropriate use of the FPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.
- Technical Evaluation. A PDC technical specialist will meet with your IT staff to lay out a plan of action, review system requirements for PDC software, discuss software options to prepare for installation, identify and verify all dispatch and training workstations, and discuss Computer-Aided Dispatch (CAD) interface parameters. Typical participants in the Technical Evaluation include system administrators, IT staff, in-house CAD staff, and dispatch center management.

PHASE 2 Training

- Project Manager training. PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- Certification and Software training split into two categories. PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. IAED Certified instructors will provide training and certification courses to all calltakers, dispatchers and supervisors. Emergency Dispatch — Quality (ED-Q) instructors will provide certification training to all QA/QI personnel. A PDC software specialist will set-up, install and train all dispatch personnel on the use of the EMD ProQA software as well as ED-Q personnel in the use of AQUA case review software. Software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of training sessions over a suitable amount of days.





PHASE 3 Software Installation and Configuration

- ProQA, AQUA, and XLerator database management Software. PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLerator Software.
- CAD Interface Testing. The CAD Interface will also be tested for proper functionality.

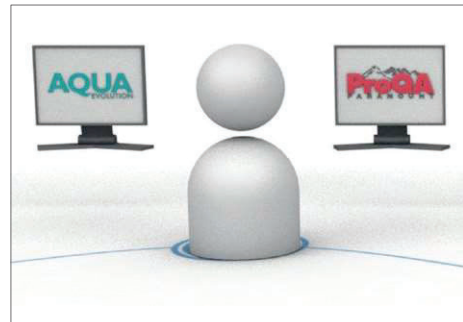


PHASE 4 System Implementation

- EMD orientation to Quality Improvement Unit (QIU), Quality Manager (QM) activities and performance monitoring. PDC staff (or an appropriately qualified (EMD-Q) instructor), will provide an EMD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. Emergency Medical Dispatch-Quality (EMD-Q) training will require a projector for the instructor and a class room suitable for all EMD-Q attendees.
- Initiate use of the FPDS On-line Training. PDC staff will provide on-site supervision and on-line training of communication staff during implementation of FPDS.

PHASE 5 Quality Assurance Phase (30 days post on-line)

- Ongoing MDRC support. PDC staff will provide ongoing support for MDRC activities through direct attendance of separate or joint MDRC and Steering Committee meetings.
- QA Review of Agency Calls. PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- Review and calibrate QA system data. PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- Developmental support of Continuing Dispatch Education (CDE) program. PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics. PDC will provide examples and curriculum outlines.
- Field orientation and distribution of Field Responder Guides (FRG) (in appropriate markets). PDC staff will provide a brief (30 minutes) tutorial on the principles of the FPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- SEND (Secondary Emergency Notification of Dispatch) Orientation (in appropriate markets). PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD.
- Public education. PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.



- Ongoing master case review of the QIU case reviewers and recommendations for performance improvement. PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

PHASE 6 Quality Improvement Phase (90 days post on-line)

- Response configuration modification support. PDC staff will assist the system Medical Director in making changes to response configurations after compliance to protocol has reached appropriate levels.
- System impact evaluation. Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- Supplemental Visit (1-day increment). In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

PHASE 7 Accreditation

- Master review of case review processes prior to accreditation. PDC staff will provide ongoing "master case review" of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- Accreditation submission support. PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

For more information, see "Accreditation of Excellence" and "20 Points of Accreditation Excellence" located in Tabs 4.5 and 4.5.

PHASE 8 Ongoing support

- IT, Consulting and or CDE onsite days. PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, Continuing education requirements as per the client to maintain high FPDS protocol performance and compliance.



Attachment C

END-USER LICENSE AGREEMENT

PRIORITY DISPATCH SYSTEM (“PDS”)

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

**PLEASE READ CAREFULLY THE ACCOMPANYING TERMS AND
CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT
BEFORE PROCEEDING TO INSTALL THE SOFTWARE
OR USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS AGREEMENT.**

***INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES
CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.***

**IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY
RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION OR
CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF,
FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR
THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE**

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents

- (1) that they are duly authorized to do so for and on behalf of the Client; and
(2) that the Client understands and agrees to be bound by the terms and conditions of this Agreement.***

1. *Software* means the Priority Dispatch System (“PDS”) software, content, and manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer’s invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to “Software” shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled “Limited Software Warranty,” any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

2. *A PDC Product.* The Software (including its content) and any and all copies thereof and derivatives therefrom are owned by PDC or its Licensor(s) (altogether “PDC”). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled “Termination”).

3. *Stations, Licensed Stations, Number of Licensed Stations.* “Stations” are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and/or control. “Licensed Stations” are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The “Number of Licensed Stations” is specified in your License Fee invoice or quote from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. “Training Stations” are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center and may not be used to take real or live calls. “Backup Stations” are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

4. *License of Software.* PDC grants to Customer a nonexclusive, non-transferable limited license (the “License”) to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed

use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Cloud Services.

a. Cloud Services. PDC may make the Software or certain other products, or services purchased by Customer from PDC (collectively, "**Cloud Services**") and made available to Customer online or through another hosted environment pursuant to a purchase order or other agreement between PDC and Customer.

b. Access and Use.

(i) *Provision of Access.* Subject to the terms and conditions of this EULA, PDC hereby grants Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between Customer and PDC (the "**Customer Agreement**") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "**Authorized User**" means Customer and Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA and any underlying agreement between Customer and PDC.

(ii) *Documentation License.* Subject to the terms and conditions contained in this Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use PDC's user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions.* Customer shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(iv) *Aggregated Statistics.* Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

(v) *Reservation of Rights.* PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer

Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the “PDC IP”). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. “Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(vi) *Suspension*. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a “Service Suspension”). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

c. Customer Responsibilities.

(i) *Account Use*. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(ii) *Customer Data*. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(iii) *Passwords and Access Credentials*. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

(iv) *Third-Party Products*. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

d. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

(i) Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(ii) Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

(iii) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED “AS IS” AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD

SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

9. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

10. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary, the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC based on net corporate income.

11. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

12. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

13. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30 days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

14. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

15. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER

COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS CONTAINED IN THE SOFTWARE.

16. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

17. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

18. Termination. Either party may terminate this Agreement as set forth elsewhere herein or based upon a breach of this Agreement by the other Party which is not cured within 30 days of written notice thereof. This Section 17 shall not limit the relief, remedies, and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained or destroyed, and no longer control access to, any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

19. Disputes.

(a) United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

20. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

21. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

22. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

23. Government End Users. A “U.S. Government End User” shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

24. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

25. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

26. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

27. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan (“ESP”)

1. Extended Service Plans.

- a. **Silver ESP:** Includes 24x7x365 technical support and Updates to the Software within the current version.
- b. **Gold ESP:** Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.
- c. **Platinum ESP:** Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Card sets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).
- d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.

e. ESP Miscellaneous.

- i. Client must register as described in Section 2 below.
- ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
- iii. All Licensed Products must have the same ESP.
- iv. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.
- v. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

f. Customer Obligations:

- i. Customer’s hardware and operating systems must meet the minimum system requirements provided by PDC.
- ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

- iii. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.
- iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.
- v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.
- vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
- vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.
- viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
- ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.
- x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.
- xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** When PDC determines that particular improvements, modifications, or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client

as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. Documentation. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these

committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION (“CDE”):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according to the IAED’s Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy’s structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: “To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards.”

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled “Research Data Sharing” in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy’s scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under a special “Omega” Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g.,10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality

improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. National Q Services. National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q:** Customer understands that they and PDC shall have the following meetings before starting the QA services:

- i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.
- ii. QA/QI Meeting – Analysis of current system with current Customer QA staff
- iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process:**

- i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator®, and the Customer's audio logger/recorder.
- ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.
- iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer's access for the term of contract, along with an accompanying voice logger integration license.
- iv. Customer understands that they must always update to the latest version of AQUA.
- v. If there is a customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process:**

- i. QA shall be done according to the IAED standards for Accreditation (http://www.emergencydispatch.org/standards_for_accreditation).
- ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.
- iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.
- iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the National Q representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. Definitions. This section contains more detailed definitions of certain terms used in this EULA

“Cards”

The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

“Client,” “Customer,” “Agency,” “Licensee,” “You,” “you” or “your”

The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

“certification” and “recertification”

When used in this agreement, certification and recertification mean specifically by the IAED.

“ED”, Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters “P”, “F” and/or “M”, respectively; as in “EPD”, “EFD” and/or “EMD”, respectively.

“PDS”, Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters “P”, “F” and/or “M”, respectively; as in “PPDS”, “FPDS” and/or “MPDS”, respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

“Update”

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

“Version”

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

Attachment D

SERVICE LEVEL AGREEMENT

SERVICE LEVEL AGREEMENT FOR PRIORITY DISPATCH AND PRIORITY SOLUTIONS SOFTWARE SUPPORT

Our Software Support Department provides 24/7/365 support via phone and emails. Our normal business hours are M-F, 6:30 am-5 pm MST. We have partnered with Mutiara Teknologi in Malaysia to cover tier 1 support calls and emails and their hours of operation are M-F, 5 PM-12 AM MST. Our after-hours emergency support is available by contacting Support at 866-777-3911 (US and Canada) or 801-363-9127 (for international locations) and selecting “ProQA down.” Software Support can also be reached through The Support Community (www.support.prioritydispatch.net). Once registered, the Community allows agencies to create cases and request software. To register, please contact Software Support.

Service level agreement for calls to the PDC/PSI Software Support desk will fall into one of four categories.

All calls will be system recorded and available to users (via Web access) for ongoing review and monitoring. All calls will be recorded for quality assurance purposes and entered into the Service Logs.

The priority will be set by the user and reviewed to ensure correct categorization.

1. DEFINITIONS.

1.1 In addition to the capitalized terms defined elsewhere in this Agreement, the following terms used herein shall have the meanings ascribed to them below:

1.1.1 “*Classification*” shall mean the impact of system operations as defined in the following table:

Severity 1	Urgent / Critical <ul style="list-style-type: none"> › Complete loss of business function (with no workaround) where more than 10% of the users are affected. › Complete loss of business function (with an existing workaround) where more than 50% of the users are affected › Partial loss of business function (with no workaround) where more than 25% of the users are affected
Severity 2	High <ul style="list-style-type: none"> › Complete loss of business function (with no workaround) where less than or equal to 10% of the users are affected. › Complete loss of business function (with an existing workaround) where 10-50% of the users are affected › Partial loss of business function (with no workaround) where 10-25% of the users are affected

Severity 3	<p>Medium</p> <ul style="list-style-type: none"> ‣ Complete loss of business function (with an existing workaround) where less than or equal to 10% of the users are affected ‣ Partial loss of business function (with no workaround) where less than 10% of the users are affected ‣ Partial loss of business function (with an existing workaround) where more than 50% of the users are affected
Severity 4	<p>Low</p> <ul style="list-style-type: none"> ‣ Partial loss of business function (with an existing workaround) where less than or equal to 50% of the users are affected ‣ Requests for non-critical operating assistance and clarification ‣ Minor bugs not affecting business functions

1.1.2 “**Standard Support**” shall consist of: (i) accepting and handling Customer calls; (ii) troubleshooting to the point of verifying that there is an error and that the error, if any, is either in the Product or is associated with the Product; (iii) telephone and remote diagnostic support to Customer with regard to the operation and utilization of the Product; and (iv) maintenance modifications, error corrections or bug fixes necessary to bring the Product into substantial conformance with the Specifications.

1.1.3 “**Support Center**” shall mean the LICENSOR’s facility from which support obligations are to be provided hereunder.

1.1.4 “**Workaround**” shall mean a change in the way Customer accomplishes a task using the Product which may be temporary to help avoid previously-discovered errors.

1.1.5 “**Service Level Metrics**” shall mean how LICENSOR responds to requests for service under this agreement:

Metric	Measure – Standard
Abandonment rate	Call abandonment rate of less than 5%
Call answering	90% of all telephone calls answered within 60 seconds

Incident Response	<ul style="list-style-type: none"> • Severity 1 Incidents – 90% Responded to within two hours from reporting, the remainder within four hours • Severity 2 Incidents – 90% Responded to within 4 hours of reporting, remainder within 8 working hours • Severity 3 Incidents – 90% Responded to within 8 hours of reporting, remainder within 12 hours • Severity 4 Incidents – 90% Responded to within 5 working days of reporting, remainder within 10 working days
Escalation	<ul style="list-style-type: none"> • Severity 1 Incidents – 95% escalated within two hours from reporting and every 4 hours thereafter • Severity 2 Incidents – 95% escalated within 4 hours of identification, and every 16 working hours thereafter • Severity 3 Incidents – 95% escalated within 8 working hours of identification, then as per reporting measure • Severity 4 Incidents – 95% escalated within 5 working days of identification, then as per reporting measure
Metric	Measure – Standard
Abandonment rate	Call abandonment rate of less than 5%
Call answering	90% of all telephone calls answered within 60 seconds
Incident Response	<ul style="list-style-type: none"> • Severity 1 Incidents – 90% Responded to within two hours from reporting, the remainder within four hours • Severity 2 Incidents – 90% Responded to within 4 hours of reporting, remainder within 8 working hours • Severity 3 Incidents – 90% Responded to within 8 hours of reporting, remainder within 12 hours • Severity 4 Incidents – 90% Responded to within 5 working days of reporting, remainder within 10 working days

Escalation	<ul style="list-style-type: none"> • Severity 1 Incidents – 95% escalated within two hours from reporting and every 4 hours thereafter • Severity 2 Incidents – 95% escalated within 4 hours of identification, and every 16 working hours thereafter • Severity 3 Incidents – 95% escalated within 8 working hours of identification, then as per reporting measure • Severity 4 Incidents – 95% escalated within 5 working days of identification, then as per reporting measure
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1.1.6 “**Response**” shall mean the period from when a call is registered with the Service Desk to the time when a LICENSOR technician contacts the requestor with the intent of resolving the incident.

1.2 All other capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings ascribed to them in the main portion of the Agreement.

2. MAINTENANCE AND SUPPORT.

2.1 LICENSOR will be responsible for providing Standard Support to Customers.

2.2 LICENSOR will provide Customer with access to LICENSOR’ technical support personnel at the Support Center. Support Center personnel shall be available for telephone contact Monday through Friday (6:30 AM- 5:00 PM) local time (Mountain Time) at the Support Center, exclusive of LICENSOR’ local holidays. Notwithstanding the foregoing, LICENSOR will ensure that Customer has the ability to contact a Support Center technicians twenty-four (24) hours per day, seven (7) days per week, with regard to Severity 1 issues. LICENSOR will also provide Customer with a means of reporting Errors to LICENSOR by electronic mail, voice mail, or telephonic recording capability.

2.3 LICENSOR will provide access to a telephone hotline operated by LICENSOR’ support engineers during the standard Support Center hours of operation set forth above and provide to Customer the following:

2.3.1 LICENSOR will answer all reasonable questions and address problems regarding the use and operation of Product including, without limitation, use and clarification of the Documentation; and

2.3.2 LICENSOR will assist in determining the cause of problems encountered by Customer in the use of the Product including without limitation: (i) technical advice and recommendations regarding Errors; and (ii) instruction on the use of diagnostics and tools.

2.4 LICENSOR will: (i) assist Customer in determining the cause of Errors; and (ii) make reasonable efforts to correct in accordance with the time frame set forth in this section, all errors that LICENSOR can substantiate.

2.5 LICENSOR agrees to use reasonable commercial efforts to respond to reported Errors based upon the severity of the Error as follows:

2.5.1 LICENSOR will respond to Severity 1 events by using reasonable commercial efforts to assign a technician to investigate the Error within four (4) hours (24 x 7) from the time Customer reports the Error. LICENSOR will use reasonable commercial efforts to provide a Workaround to fix each Severity 1 event as soon as possible.

2.5.2 LICENSOR will respond to Severity 2 events by using reasonable commercial efforts to assign a technician to investigate the Error within twenty-four (24) standard business hours from the time Customer reports the Error. LICENSOR will use reasonable commercial efforts to provide a Workaround as soon as possible to fix each Moderate Error in a timeframe to be agreed upon by both parties.

2.5.3 LICENSOR will use reasonable commercial efforts to respond to Severity 3 events by using reasonable commercial efforts to assign a technician to investigate the Error within forty-eight (48) standard business hours and, if necessary, provide an update at the next regularly scheduled release of an update for the Product.

2.6 Incident control shall be maintained by LICENSOR according to the following metrics:

2.6.1 Incident Number

2.6.2 Incident Analysis

Typically the initial response will consist of implementing a workaround to return the service to operation as quickly as possible. As Incidents are sometimes well known and the remedial action documented, LICENSOR may be able to review its records for historical information.

2.6.3 Incident Assignment

If the call is resolved at the first contact/level then it is closed and the history updated. LICENSOR has well defined procedures so that issues that cannot be resolved within an agreed timeframe are escalated to senior support personnel and management. Once the call is resolved, the solutions may be replicated into the knowledge database to assist with future problem diagnosis or may be referred to LICENSOR Management for further analysis if we have only resolved the “symptoms”. If a call cannot be resolved at the first level then it is converted to an Incident to be worked on by a Level 2 support staff member. All calls are managed to resolution; regardless of whether is being handled by Level 1 or Level 2 or 3. LICENSOR retains ownership of incidents at all times, until they are resolved to the customer’s satisfaction.

Severity levels determine what sort of notification is required and how the call should be handled. For example, a Severity 1 call would require that the LICENSOR Customer Support Manager and the nominated customer contact would be notified.

2.6.4 Where calls need to be routed to a LICENSOR resolver group (specialist applications or technical resolver) then the incident is assigned to that group but remains open until it has been resolved. Each incident is routed to the resolver group and the call is placed in their respective queue. LICENSOR will continue to monitor progress and will escalate to the appropriate manager if the request is not being handled in a timely fashion. The third party will then contact the end user and update the call status so that LICENSOR can track the call history and the end user is aware of where their call is in the system. This also allows LICENSOR to track total time to resolution.

2.6.5 Call Status Notification – Keeping the end user informed

In the event that a call cannot be satisfied within first contract of the Service Desk, each user will be informed of what to expect, this included when and how they will be contacted and notified on the call progress.

2.6.6 Automatic Updates

Updates for each case are captured within the database and can be automatically sent to the requestor via e-mail. This e-mail notification can be customized to suit the requirements of the customer. The frequency of notification, notification content and notification method can be implemented within the LICENSOR system based on the parameters agreed to with the customer.

2.6.7 Resolution and recovery Incidents

With the implementation of remedial action to affect Incident resolution and the recovery of service to normal operation, the Incident has either been circumvented, successfully resolved, or a Request for Change has been submitted to facilitate resolution.

2.6.8 Incident Closure

An Incident can only be closed when the User is satisfied with the resolution or workaround that has been implemented. The process requires that:

- › The details of the remedial action are logged in the Incident Management product and that details are concise and comprehensible,
- › That classification of the Incident is complete and accurate according to the root cause of the Incident,
- › That the remedial action and the resolution is agreed with the User, and
- › That all pertinent details applicable to the specific Incident are recorded for later reference.

2.6.9 Ongoing Incident Management

Throughout the Incident Management process, the Incident Analyst or Incident Manager have the responsibility of tracking and monitoring the progress of the Incident, as well as communicating that progress with the User and relevant resolver group. There is also the requirement to ensure that Incident Management activities adhere to quality standards and that Incident Reporting can be provided based upon accurate, pertinent, information.

2.7 Escalation

An integral part of the Incident Management process is the control of Incidents, including escalation. When resolving Incidents there is the possibility that other resolver group may become involved to provide necessary levels of skill, or that escalation to the customer will be required.

Escalation procedures are as follows:

Severity 1 - Initially directed to the LICENSOR Service Level Manager and the customer nominated representative (within agreed timeframe). If not resolved by the target resolution time, then the LICENSOR Service Level Manager will inform the customer's nominated representative with an action plan for remedy. Regular updates will be provided thereafter at intervals agreed to by both parties.

Severity 2 - Initially directed to the LICENSOR Service Level (within agreed timeframe). Regular updates thereafter. If not resolved by the target resolution time then the LICENSOR Service Level manager will inform the customer nominated representative with an action plan for remedy.

Severity 3 - If not resolved by the target resolution time then the LICENSOR Service Level Manager will report to the customer nominated representative with an action plan for remedy within a period to be agreed to by both parties.

Severity 4 - If not resolved by the target resolution time then the LICENSOR Service Level Manager will report to the customer nominated representative with an action plan for remedy within a period to be agreed to by both parties.

3. **CUSTOMER RESPONSIBILITIES.**

3.1 If Customer discovers any suspected Errors in the Product, Customer shall analyze the suspected Error to determine if it is the result of Customer's misuse or misunderstanding of the Product before seeking LICENSOR' assistance.

3.2 Customer agrees to notify LICENSOR promptly following the discovery of any Error. Further, upon discovery of an Error, Customer agrees, if requested by LICENSOR, to submit any information that LICENSOR may reasonably request in order to assist in any corrective action.

3.3 LICENSOR requires a access via our help desk software (GoToAssit) to the system that would support secure remote access to the server clusters, as well as database access using the SQL client. Failing that, a VPN or RAS would need to be enabled for direct dial-in to achieve the same goals.

3.4 All calls to the Support Center are to be made by trained & qualified Customer Representatives who are capable of filtering out inappropriate calls from end users.

3.5 The Customer's own trained staff are required for Customer First Level Support and administration of the System, that being a 24/7/365 operational environment.

3.6 Other maintenance items that the Customer is responsible for are:

3.6.1 The Customer shall maintain Site conditions within the Specifications (installation site preparation and/or maintenance guidelines).

3.6.2 Customer is responsible for maintenance and installation of any common carrier equipment or communication services related to the System and not furnished by the LICENSOR.

3.6.3 Customer is also responsible for charges incurred for communication facilities at Customer's Sites, whether incurred by Customer or by the LICENSOR personnel while performing Maintenance and Support Services.

3.6.4 Customer is responsible to perform System software back-ups as guided by the LICENSOR and in accordance with published documentation and; Customer is responsible for restoration of data not properly backed-up.

3.6.5 The Customer will be responsible for performance of routine maintenance and administration services, consisting of cleaning and replacing the System's expendable supply items, performing operating checks in accordance with procedures defined in the literature supplied for the equipment, and for performing software updates and upgrades.

4. EXCEPTIONS.

4.1 The following matters are not covered by the basic maintenance and support services described above:

4.1.1 Any problem resulting from the misuse, improper use, alteration or damages of the Products; and

4.1.2 Any problems caused by modification of the Product not made or authorized by LICENSOR;

4.1.3 Any problem resulting from the combination of the Product with other software equipment to the extent such combination has not been approved by LICENSOR.

4.2 Customer will be responsible to pay LICENSOR' normal charges and expenses for time or other resources provided by LICENSOR to diagnose or attempt to correct any such problem.

4.3 Maintenance and Support Services shall not include the following:

4.3.1 Desktop software other than elements of the System for user Workstations;

4.3.2 Media;

4.3.3 Rectification of defects or errors resulting from any alterations to the configurable parameters to the Software made by any person not authorized by the Contractor;

4.3.4 Rectification of defects resulting from the Operations System Software being serviced, maintained or upgraded by any person not authorized by the Contractor;

- 4.3.5 Rectification of defects in the Designated Operating Environment (excluding all aspects of the System) on which the Software has been used;
- 4.3.6 Time needed to rebuild the System because of non-compliance by the Customer with agreed reasonable and appropriate backup processes in accordance with the System Administration Manual will be chargeable and shall not be counted as System Downtime for Availability calculation purposes;
- 4.3.7 Electrical work external to the Hardware;
- 4.3.8 Performing services connected with relocation of Hardware,
- 4.3.9 Hardware maintenance,
- 4.3.10 Service necessitated by elements external to the System which are not within the System's operation or maintenance instructions or installation site preparation guidelines, including but not limited to telephone equipment, humidity, temperature, power failure or surges, or air conditioning;
- 4.3.11 Impact assessment for, and installation of software not supported which is not a part of the System; and
- 4.3.12 Time spent at a Site to observe and/or stand by at the Customer's request for services not provided under this Agreement.
- 4.3.13 LAN and WAN.



US DIGITAL DESIGNS
by Honeywell

Quotation to:

**CITY OF SEWARD, AK
SEWARD FIRE DEPARTMENT**

Project:

**CONNECTING SEWARD TO KENAI DISPATCH
RADIO SYSTEM CONNECTIONS**

Proposal number:

AK_SEW001

Revision #

1

Pricing protected pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information is available at: <https://nppgov.com/contract/us-digital-designs>.

Seward Fire Department is Member # M-5723278

Quote Date:

10-Jul-2024

Quote Expires:

8-Oct-2024

INSTALLATION BY:

**INSTALL NOT INCLUDED
CUSTOMER TO CONTRACT FOR USDD CERTIFIED INSTALLER**

By:

SHAWN MAHONEY

Project Manager

503-338-8451

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

602-390-0403 mobile

SHAWN.MAHONEY@HONEYWELL.COM

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 7/10/2024
 Expires: 10/8/2024

Quote SUBMITTED TO:
CITY OF SEWARD, AK
SEWARD FIRE DEPARTMENT

REF PROPOSAL
AK_SEW001 v1

PRIMARY-DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

CONNECTING SEWARD DISPATCH RADIOS TO KENAI PENINSULA G2 SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC2a	Kit	USDD	2	G2 Gateway Audio Radio Interface (GaRi) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GaRI2	\$ 2,817.50	\$ 2,535.75	5,071.50	

DISPATCH SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	5	Gateway Configuration & Modifications	GW-CM	\$ 373.75	\$ 336.38	1,681.88	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 152.15	\$ 136.93	136.93	

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	6,890.31
	Shipping Total:	46.00
	System Subtotal	6,936.31

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
DW1	HR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 563.50	\$507.15	507.15 but No Charge For Initial Warranty Period / Not Included in Subtotals
DW2	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 563.50	\$ 507.15	-

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	6,936.31
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	-
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	-

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL PRIMARY-DISPATCH-LEVEL SYSTEMS SUBTOTAL:	6,890.31
ALL PRIMARY-DISPATCH-LEVEL SHIPPING SUBTOTAL:	46.00
ALL PRIMARY-DISPATCH-LEVEL WARRANTY & SUPPORT:	-
ALL DISPATCH-LEVEL MISCELLANEOUS. (if applicable):	-
PRIMARY PRIMARY-DISPATCH-LEVEL GRAND TOTAL:	6,936.31

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel

480-290-7892 fax

DATE: 7/10/2024

Expires: 10/8/2024

Quote SUBMITTED TO:

**CITY OF SEWARD, AK
 SEWARD FIRE DEPARTMENT**

REF PROPOSAL

AK_SEW001 v1

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
PRIMARY-DISPATCH-LEVEL SUBTOTAL	
	6,936.31
Includes:	
PRIMARY DISPATCH G2 FSA SYSTEM :	6,936.31
PRIMARY DISPATCH MOBILE APP SERVICE :	-
PRIMARY DISPATCH MAPPING SERVICE :	-
PRIMARY DISPATCH WARRANTY & SUPPORT :	-
PRIMARY DISPATCH G2 FSA SYSTEM MISC:	-
Notes: Quote is for components to connect the radios for Seward Fire Department to the Kenai Peninsula G2 Gateway servers via Gari devices. They share a CAD system. Also includes up to 5 hours of configuration time.	
US Digital Designs System Total: \$ 6,936.31	

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale (“Terms and Conditions”) are effective March 1, 2022 (the “**Terms and Conditions Effective Date**”), and supersede all prior versions covering the sale of products and related services (collectively, “**Products**”, as defined more specifically below) by U.S. Digital Designs, Inc. (“**USDD**”). References to “**Customer**”, “**you**”, or “**your**” all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an “**Order**”) for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer’s legal name and billing address; Customer’s shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD’s acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD’s written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer’s Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD’s acceptance of Customer’s Order is expressly conditioned upon Customer’s assent to the terms and conditions contained herein in their entirety. Customer’s acceptance of delivery from USDD constitutes Customer’s acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will would be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD’s costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, “**Surcharges**”). Such Surcharges will not be considered a “price increase” as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

- 9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.
- 9.3. Procedure for Warranty Claims.**
- 9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.
- 9.3.2.** Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.
- 9.4. Return Material Authorization Process.** If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.
- 9.5. No Fault Found.** USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.
- 9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**
- 9.6.1.** USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.
- 9.6.2.** USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.
- 9.6.3.** USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.
- 9.6.4.** USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

ARPA FEDERAL FUNDING - BALANCE

	Program	Resolution	Grant Amount	City Received	Remaining Balance from SOA/KPB	Fund	Spent to Date	Committed to Date	Spending Resolutions	Uncommitted	Purpose	Obligated by
SOA-Dept of Revenue	FY21 Fish Bus. Share per HB69-Coronavirus SLFRF/ARPA		5,953.78	5,953.78		01000-0000-XXXX-0080				5,953.78		12/31/2024
SOA-DCCED (NEU)	Coronavirus Local Fiscal Recovery Fund	2021-070/2022-051	338,374.15	338,374.15	-	17000	-	83,040.50	2023-008, 2023-050	255,333.65	Water & Sewer Infrastructure	12/31/2024
			338,374.15	338,374.15	-	18000	-	367,040.50	2022-116, 2023-008, 2023-050	(28,666.35)	NOTE: WILL NEED A REALLOCATION BETWEEN WATER/SEWER ONCE ALL COMMITTED	12/31/2024
SOA-Dept of Revenue	FY21-CY20 CPV-SLRF Tax Relief	2021-140	288,597.50	288,597.50	-	17100	288,597.50	288,597.50	2022-116	-	Water & Sewer Infrastructure	12/31/2024
			288,597.50	288,597.50	-	18100	206,234.69	288,597.50	2022-116	-		
SOA-Dept of Revenue	FY22-CY21 CPV-SLRF Tax Relief	2022-063	288,597.50	288,597.50	-	17100		288,597.50	2022-116	-	Water & Sewer Infrastructure	
			288,597.50	288,597.50	-	18100		288,597.50	2022-116	-		
KPB-CPV	CPV Tax Program	2021-087	577,195.00	577,195.00	-	15351	577,195.00	577,195.00	2021-087	-	Electric - Replace power poles & related support materials for Nash Road Electric Infrastructure Project	COMPLETED
KPB-CPV	CPV Tax Program	2022-120	288,597.50	288,597.50	-	17100	288,597.50	288,597.50	2021-102, 2022-116	-	Water & Sewer Infrastructure	COMPLETED
			288,597.50	288,597.50	-	18100	288,597.50	288,597.50	2021-102, 2022-116	-		COMPLETED
SOA - DCRA(LGLR)	LGLR - Local Government Lost Revenue relief grant	2021-141/2022-025	1,806,416.27	1,806,416.27	-	80084	962,350.83	966,869.00	2023-035, 2023-036,2023-0076,2023-075	839,547.27	Lost Revenue Relief Grant-General City Infrastructure	12/31/2024
			4,797,898.35	4,797,898.35	-		2,611,573.02	3,725,730.00		1,072,168.35		

2,186,325.33 Balance

Appropriating Resolutions:

Resolution 2021-087: Electric Poles \$577,195
 Resolution 2022-102: \$73,015 from 17100 and \$81,750 from 18100- HARMON
 Resolution 2022-116: \$775,000 from 17100 and \$1,059,000 from 18100- HILTOP
 Resolution 2023-008: \$19,068 from 17100 and \$19,068 from 18100
 Resolution 2023-035: \$268,093 from 80084
 Resolution 2023-036: \$56,975 from 80084
 Resolution 2023-050: \$73,015 from 18100 AND \$81,750 FROM 17100
 Resolution 2023-0075 : \$408,590 from fund 80084
 Resolution 2023-0076 : \$233,211 from fund 80084

TOTAL ARPA FUNDS

4,797,898.35
 Hiltop Properties - RES2022-116 (1,059,000.00) F18100
 Hiltop Properties - RES2022-116 (775,000.00) F17100
 Harmon Construction - RES2022-102 (73,015.00) F18100
 Harmon Construction - RES2022-102 (81,750.00) F17100
 Public Works Engineering 35% Design RES 2023-035 (268,093.00) F80084
 Chugachmiut Health Center Sewer Line Replacement RES 2023-036 (56,975.00) F80084
 RandM engineering Task RES2023-008 (38,136.00) F17100-0090
 Electric-replacement Power poles (577,195.00) F18100-0090
 Harmon Developer - RES2023-050 (73,015.00) F15XXX
 Harmon Developer - RES2023-050 (81,750.00) F18100
 Metco Resolution 2023-0075 Ballaine Blvd Water Sewer Expansion (408,590.00) F80084
 RandM engineering Task Resolution 2023-0076 65% design (233,211.00) F80084

Uncommitted Funds 1,072,168.35

City of Seward
Electric Infrastructure Expenditures - Funded by 2022 Bond and Electric Fund Reserves

Res #	Resolution-approved	Vendor	Approved Amount	Spent FY 22	Spent FY 23	Spent FY 24	Total Spent to Date	Remaining
22-023	2/14/2022 Accept \$10mm Electric Rev-Bonds - AMOUNT NET-		8,835,000.00				8,835,000.00	
22-024	2/14/2022 Phase 1 Contractor-Sturgeon	Sturgeon	2,997,093	-	2,860,166.21	228,482.24	3,088,648.45	(91,555.45)
22-026	2/28/2022 Phase 1 & 2 Materials, Not-to-Exceed	Various	1,800,000	111,031.75	1,899,846.44	65,523.01	2,076,401.20	(276,401.20)
22-058	4/25/2022 Phase 2: Three (3) Substation Transformers-2 Ft Ray/1 Law (Recind 21-101 for 7 Transformers for \$4.8mm)	Virginia Transformers	2,664,716	1,222,358.00	1,375,799.12	112,398.70	2,710,555.82	(45,839.82)
22-078	6/27/2022 Phase 1 One Break Switch (Nash & Swd Hwy)	Anixter	66,257	-	66,257.00		66,257.00	-
22-082	7/11/2022 Phase 3.2: Ft Ray Engineering incl 20%, EPS	Electric Power Systems	239,472	90,858.75	196,185.65	31,844.18	318,888.58	(79,416.58)
22-091	8/22/2022 Phase 1.1 SMIC/Spring Horiz Switch for Bi-power	Southern States LLC	247,300		247,300.00		247,300.00	-
22-113	11/14/2022 Purchase 2 circuit switches	Southern States LLC	264,100		264,100.00		264,100.00	-
23-015	2/13/2023 Purchase 6 Transformers	ITEC	67,122		90,622.00		90,622.00	(23,500.00)
23-018	2/13/2023 Vertical Break Switches	Royal Switchgear	167,455		109,263.08		109,263.08	58,191.92
23-026	2/27/2023 Rental Fees	Power Systems Inc	227,130		176,425.68		176,425.68	50,704.36
23-033	3/28/2023 Dielectric Reclosers	G&W Electric	203,413			227,947.01	227,947.01	(24,534.01)
23-051	5/8/2023 New Electric Control Panel	RMC Engineering	158,450		47,535.00	114,665.00	162,200.00	(3,750.00)
23-052	5/8/2023 Fort Raymond Substation Upgrade	Electric Power Contractors	3,595,107		2,649,156.81	87,756.72	2,736,913.53	858,193.09
23-077	7/10/2023 EPS Lawing Substation Refurbishment	Electric Power Contractors	175,972		63,046.40	15,822.00	78,868.40	97,103.60
23-082	7/24/2023 Siemens 1200AMP Circuit Breaker for installation in the Spring Creek Substation	Belyea	101,141		127,448.00		127,448.00	(26,307.00)
23-109	9/25/2023 Security Fence around Spring Creek	McKinley Fence	87,943		87,943.00		87,943.00	-
23-129	11/27/2023 Three Phase Horizontal Circuit Switch	Southern States LLC	155,550				-	155,550.00
23-136	12/18/2023 1,200 Amp Mitsubishi SF6 Circuit Breaker - Lawing substation	Belyea	95,000		23,750.00	101,120.00	124,870.00	(29,870.00)
24-016	3/11/2024 Recloser Configuration and Integration - Fort Raymond	Electric Power Systems	33,855				-	33,855.00
	Expenses out of resolutions				308,437.05		308,437.05	(308,437.05)
							-	-
							-	-
	TOTAL		13,347,076	1,424,249	10,593,281	985,559	13,003,089	343,987
	Residual amount:		(4,512,076)				(4,168,089)	
						all totals check:	13,003,088.8	
	Budget total project completed	\$	20,688,569.00					
	Actual Expenditures as of 7/31/24	\$	13,003,088.00					

Electric Infrastructure Funding Discussion

The city of Seward approved a \$10 million bond in 2022 of which \$8.8 million was able to be allocated to the infrastructure project. Since then, we have spent a total of about \$13 million utilizing this bond and the electric fund reserves to work on the project.

From initial project estimates, we have about \$7.7 million in project costs remaining. This is based off the initial cost estimate from 2022.

Currently, the Electric funds Major Repair and Replacement Fund (MRRF) has a net position of \$1,447,502 which was adjusted after the expenditure for the fire system at Fort Raymond earlier this year. We expect to make an additional \$650,000 contribution to this by the end of FY24.

We also have just over \$1 million in uncommitted ARPA (American Rescue Plan Act) funds that need to be committed before the end of this calendar year. These funding sources total just over \$2.25 million. This leaves us with a deficit of about \$5.5 million based off current estimates.

The first spreadsheet attached show each approved infrastructure expense and the corresponding resolution. It also shows the funding needed to complete. The second spreadsheet is a breakdown of all our current ARPA spending. As a reminder, the remaining ARPA funds need to be committed to a project by 12/31/24.

CALL TO ORDER

The May 1, 2024, regular meeting of the Port and Commerce Advisory Board was called to order at 12:00 p.m. by Chair Bruce Jaffa.

OPENING CEREMONY

Harbormaster Tony Sieminski led the Pledge of Allegiance to the flag.

ROLL CALL

There were present:

Bruce Jaffa, presiding, and
Benjamin Smith
Dwayne Atwood
~~Tom Miller~~
~~Melissa Schutter~~
Elizabeth Dunn
~~John Howard~~

comprising a quorum of the Board; and

Tony Sieminski, Harbormaster
Jason Bickling, Deputy City Manager
Jodi Kurtz, Deputy City Clerk

Excused – Shutter, Miller
Absent – Howard
Vacant – None

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING -None

APPROVAL OF AGENDA AND CONSENT AGENDA

Motion (Atwood/Dunn)

Approval of Agenda and Consent Agenda

Motion Passed

Unanimous

The clerk read the following approved consent agenda items:

Approval of the April 3, 2024 Port and Commerce Advisory Board Meeting Minutes.

SPECIAL ORDERS, PRESENTATION, AND REPORTS

Proclamations and Awards – None

City Administration Report

Deputy City Manager Jason Bickling explained that he was including the City Manager's Report from the most recent City Council packet so PACAB could see more of what was happening throughout the city.

Harbormaster Tony Sieminski provided an update on the U.S. Coast Guard fast response cutter temporarily being in Kodiak until the facility in Seward was finished. Sieminski announced that Misty Sewell was now the Harbor Office Manager and Ryan Anger was promoted to Deputy Harbormaster.

Other Reports and Announcements

Alaska Railroad Report

Seward Port Manager Dwayne Atwood summarized his report in the packet. He updated PACAB on the schedule for the removal of the coal handling equipment. He spoke about the recent plaque exchange on the Spirit cruise ship to commemorate their inaugural visit to Seward.

Seward Chamber of Commerce Director Samantha Allen summarized her written report. She announced an upcoming event regarding the Alaska Railroad passenger dock project on May 11, 2024. Allen shared statistics on her data platform on what the economy looks like for Seward. Allen spoke about the chamber's relationship with the city and its funding. Lastly, Allen asked PACAB for direction on how she could be effective to them.

Jaffa said he enjoyed hearing updates on Chamber of Commerce projects and events.

Smith enjoyed the creativity of the data and how PACAB received data information when requested.

Atwood wondered who Seward's competition was for visitor numbers within the Kenai Peninsula Borough.

Dunn asked if the chamber was interested in helping a local business that wasn't a member of the chamber. Allen responded the platform was in place for a business to advertise.

Presentations – None

UNFINISHED BUSINESS - None

NEW BUSINESS

Other New Business

Discuss and Set the Rest of the Regular Meeting and Work Session Topics for 2024

Work Session May 15 – Form Committees for Alternative Energy and Housing

Work Session October 16 – Harbor Uplands Development

Meeting November 4 – Harbor Tariff

Work Session November 20 – Alternative Energy Follow-up

Meeting December 4 – Communication Opportunities

Work Session December 18 – Housing Update

Motion (Dunn/Atwood)

Approval for Regular Meeting and Work Session Topics

Jaffa requested the May 15 Work Session to be held as Special Meeting instead.

Motion Passed

Unanimous

INFORMATIONAL ITEMS AND REPORTS

Reminder of Meetings

Work Session on Wednesday, May 15, 2024 at 12:00 p.m. Topic: Alternative Energy/Housing Committees

Regular Meeting on Wednesday, September 4, 2024 at 12:00 p.m.

CITIZEN COMMENTS -None

BOARD AND ADMINISTRATION COMMENTS & RESPONSE TO CITIZEN COMMENTS

Dunn asked for any suggestions on placement for bike racks. She provided information on the “Don’t Crack Your Cranium” program that awarded children for wearing their helmets.

Atwood said PACAB was an interesting and engaging board and he looked forward to when they would convene again.

Smith appreciated what the Chamber of Commerce was doing to promote new businesses.

Jaffa stated that the board had the opportunity to provide value to the city and needed to work on communicating that message to City Council in order to receive guidance. On another topic, Jaffa recently attended a great event at the Alaska Sealife Center called “Wine by the Water.” Lastly, Jaffa provided an update on upcoming highway projects by the Department of Transportation.

ADJOURNMENT

The meeting was adjourned at 1:30 p.m.

Jodi Kurtz
Deputy City Clerk

(City Seal)

Bruce Jaffa
Chair

CALL TO ORDER

The August 6, 2024 regular meeting of the Planning & Zoning Commission was called to order at 7:00 p.m. by Chair Carol Griswold.

OPENING CEREMONY

Chair Carol Griswold led the Pledge of Allegiance to the flag.

ROLL CALL

There were present:
Carol Griswold, presiding, and
Brenan Hornseth
Nathaniel Charbonneau
Vanessa Verhey
Sean Ulman
Rhonda Hubbard
Clare Sullivan

comprising a quorum of the Commission; and

Daniel Meuninck, Community Development Director
Courtney Bringham, City Planner
Clara Brown, Executive Assistant
Kris Peck, City Clerk

Excused – None
Absent – None
Vacant – None

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING -None

APPROVAL OF AGENDA AND CONSENT AGENDA

Motion (Sullivan/Charbonneau)

Approval of Agenda and Consent Agenda

Motion Passed

Unanimous

The clerk read the following approved consent agenda items:

Approval of the July 2, 2024 Planning & Zoning Commission Meeting Minutes

SPECIAL ORDERS, PRESENTATION, AND REPORTS

Proclamations and Awards -None
City Administration Report

Community Development Director Daniel Meuninck said he was excited to have a full commission with seven members. He said progress was being made on the Comprehensive Plan Update and public engagement surveys. He noted the Seward Community Library & Museum was selected as a host site for the Americans and Holocaust Exhibition. On another topic, the Kenai Peninsula Borough (KPB) was taking the lead on Hazard Mitigation Plan.

Hubbard asked for an update on training for the commissioners. Meuninck said he was working on the P&Z Rules of Procedure. The consensus of the commission was to sprinkle training sessions here-and-there and also take advantage of any online training opportunities.

Presentations -None

PUBLIC HEARINGS

Resolutions Requiring Public Hearing

Resolution 2024-016, of the Planning and Zoning Commission of the City of Seward, Alaska, Recommending City Council Amend Seward City Code 15.10.226 – Land Uses Allowed to Standardize Language and Clarify Where Marijuana Establishments are Allowed in Each Zoning District

Motion (Sullivan/Charbonneau)

Approve Resolution 2024-016

City Planner Courtney Bringhurst said this ordinance would strike the written verbiage and instead put the information into the Land Uses Allowed Table. Bringhurst noted how the marijuana retail store was further itemized with variations of on-site consumption.

Notice of the public hearing being posted and published as required by law was noted and the public hearing was opened. No one appeared and the public hearing was closed.

Sullivan asked about the marijuana establishment testing facility and questioned the definition.

Hubbard noted that there was nothing in code that said on-site consumption was allowed. She asked about the city regulations compared to the state regulations. Hubbard wasn't convinced that Seward should mirror the language of the state.

Meuninck said on-site consumption was lumped into retail and service. This land use table would single it out as a separate item. This would allow for more flexibility to make changes in the future to each individual item. Nothing in code was being changed here, but rather a layout change to list more options in the land use table.

Griswold noted that nothing was added and nothing was changed. This was the first step in addressing the current marijuana establishment code. This would be establishing the baseline for

future discussion and changes.

Ulman said this change would help facilitate that future discussion and make it easier to make changes.

Motion Passed

Unanimous

UNFINISHED BUSINESS - None

NEW BUSINESS

Other New Business

Discuss work session topic for August 20, 2024

Meuninck's list of topics included: sign code update, comprehensive plan survey format, and a new draft of the P&Z Rules of Procedure.

Griswold summarized the work session topics. The commission thought that was a good lineup of topics.

INFORMATIONAL ITEMS AND REPORTS

Reminder of Meetings

Work session on Tuesday, August 20, 2024 at 6:00 p.m. in the Community Room at the Seward Community Library

Charbonneau said he would not be able to attend the work session. Bringhurst noted the work session would actually be in the room upstairs due to the Holocaust exhibit in the Community Room.

Regular meeting on Tuesday, September 3, 2024 at 7:00 p.m. in Council Chambers at City Hall

Hubbard asked about collaborating with council on housing. Meuninck said that council was currently looking into wells and septic systems, which was a different subject area.

CITIZEN COMMENTS -None

COMMISSION AND ADMINISTRATION COMMENTS & RESPONSE TO CITIZEN COMMENTS

Hubbard said she had been receiving feedback on the new walkable mural. She found some issues in the process that needed to be addressed. There were several other crosswalks that were eligible to be muralized and she thought it was worth re-visiting the criteria for logos and symbolism

allowed. On another topic, Hubbard thanked staff for clarifying the marijuana establishments in the land use table.

Verhey welcomed Clare Sullivan back to P&Z and thanked staff for all their work. She said it was great to have a full commission.

Hornseth thanked everyone for attending the meeting and thanked the sole member of the public for attending. He noted the work sessions always started at 6:00 p.m. and the regular meetings started at 7:00 p.m. He was interested in standardizing the start times so they were both the same.

City Clerk Kris Peck clarified that the work sessions could start at any time, but the regular meetings were codified to start at 7:00 p.m. This issue had come up before and the consensus was that having both types of meetings start at 7:00 p.m. was not considered a win. In order to change the regular meeting time to 6:00 p.m. would require an ordinance.

Charbonneau spoke to the requirements of the walkable murals in regard to symbols and traffic signage.

Ulman welcomed back Clare Sullivan to P&Z. He thanked administration for always setting the commission up for success. He spoke in favor of the work sessions starting earlier since they tended to run a few hours and could go late into the evening.

Sullivan thanked everyone for welcoming her back. She said she would do her best to be productive. She thanked administration for their help, and thanked the clerk's office for keeping everyone on track. She wanted to look more into a balance for the walkable murals. Sullivan said it was good to be back and felt the band was back together.

Griswold said the Hazard Mitigation Plan was timely due to the current heavy rain and flooding. The waterfall was raging as the heavy equipment battled against the power of nature. She appreciated everyone attending the meeting, including the city staff and city clerk.

ADJOURNMENT

The meeting was adjourned at 7:40 p.m.

Kris Peck
City Clerk

(City Seal)

Carol Griswold
Chair

City of Seward
PO Box 167
Seward, Alaska 99664



RECEIVED

SEP 03 2024

OFFICE OF THE
CITY CLERK

August 28, 2024

Kris Peck, City Clerk
City of Seward

APPROVED

Re: Work Session Request for September 23, 2024

Mr. Clerk,

Please consider this my written request, as required by Seward City Code 2.10.030 (a)(2), for a work session on September 23, 2024, at 5:30 p.m. for the following item:

Discuss wells and septic tanks within city limits – continuing discussion from August 26, 2024 work session on the same topic.

Thank you,

A handwritten signature in blue ink, appearing to read 'Kat Sorensen', is written over a horizontal line.

Kat Sorensen, City Manager

September 2024

September 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024

Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2 Labor Day	3 7:00pm P&Z Meeting	4 12:00pm PACAB Mtg	5	6	7
8	9 7:00pm CC Mtg (Council Chambers)	10	11 7:00pm P&Z Special Meeting for Resolution 2024-017	12 5:30pm HP Work Session and Meeting 5:30 (rescheduled from August 8)	13	14
15	16	17 6:00pm P&Z Work Session (Council Chambers)	18 12:00pm PACAB WS 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library &)	19	20	21
22	23 5:30pm Work Session Wells and Septic Tanks Within City Limits Part 2 7:00pm CC Mtg (Chambers)	24	25	26	27	28
29	30	Oct 1	2	3	4	5

October 2024

October 2024							November 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 29	30	Oct 1 7:00am Municipal Election Day 7:00pm Rescheduled P&Z Meeting	2 12:00pm PACAB Mtg	3	4	5
6	7 1:00pm Canvass Board	8 5:30pm P&Z Work Session Police Building Site Plan 7:00pm P&Z Meeting Rescheduled from Oct 1	9	10	11	12
13	14 5:30pm CC Work Session - Budget 7:00pm CC Mtg (Council Chambers)	15 5:30pm CC Work Session - Budget 6:00pm P&Z Work Session (Council Chambers)	16 12:00pm PACAB WS 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library &	17	18 Alaska Day	19
20	21 5:30pm CC Work Session - Budget	22 5:30pm CC Work Session - Budget	23 6:00pm P&Z Work Session Topic: TBD	24	25	26
27	28 5:30pm CC Work Session - Budget 7:00pm CC Mtg (Chambers)	29	30	31	Nov 1	2

November 2024

November 2024

Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 27	28	29	30	31	Nov 1	2
3	4	7:00am General Election Day 7:00pm Rescheduled - P&Z Meeting	6 12:00pm PACAB Mtg	7	8	9
10	11 Veteran's Day	12 6:00pm CC Work Session Topic: Seward Airport 7:00pm CC Mtg	13	14 5:30pm HP WS and Meeting 5:30	15	16
17	18 5:30pm CC Spc Mtg - Budget	19 5:30pm P&Z WS & Mtg Rescheduled from Nov 5th (Council Chambers)	20 12:00pm PACAB WS 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library &	21	22	23
24	25 5:30pm CC Spc Mtg - Budget 7:00pm CC Mtg (Chambers)	26	27	28 Thanksgiving Day	29 Day After Thanksgiving	30