



**ALASKA LAND MOBILE RADIO**

## **Alaska Land Mobile Radio Communications System**

### **Cooperative and Mutual Aid Agreement**

**Between the Department of Defense - Alaska, the State of  
Alaska, and the Alaska Federal Executive Association**

**September 3, 2024**



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## Document Revision History

<b>Date</b>	<b>Reason For Changes</b>	<b>Version</b>
9/29/2017	Update language to remove articles and references to the Project Phase and delineate other responsibilities properly. Added new article on mutual aid. Approved by the Executive Council – final.	2
9/7/2018	Annual review/update. Approved by the Operations Management Office – final.	3
9/3/2019	Annual review/update. Approved by the Operations Management Office – final.	4
9/9/2020	Annual review/update. Approved by the Operations Management Office – final.	5
9/28/2021	Annual review. Approved by the Operations Management Office – final.	6
9/12/2022	Annual review. During this review minor changes were made to the definition pages, which reflect the date of this review at the bottom. The document was not resigned for these administrative-only changes and the remainder of the pages show the original date signed. Approved by the Operations Management Office – final.	7
8/23/2023	Annual review. New paragraph 3.1 was added referring to the AML withdrawal from the Cooperative Agreement. Substantive changes approved by the User Council – final.	8
9/3/2024	Annual review. During this review minor changes were made to the definition pages, which reflect the date of this review at the bottom. The document was not resigned for these administrative-only changes and the remainder of the pages show the original date signed. Approved by the Operations Management Office – final.	9



## **Definitions and Acronyms**

**Agreement:** shortened term used to refer to the Cooperative and Mutual Aid Agreement, Service Level Agreement, or Membership Agreement within each associated document after the initial use.

**Alaska Federal Executive Association (AFEA):** federal government entities, agencies, and organizations, other than the Department of Defense, that operate on the shared ALMR system infrastructure.

**Alaska Land Mobile Radio (ALMR) Communications System:** the ALMR Communications System, as established in the Cooperative and Mutual Aid Agreement.

**Alaska Municipal League:** a voluntary non-profit organization in Alaska that represents 165 cities, boroughs, and unified municipalities.

**Alaska Public Safety Communication Services (APSCS):** a State of Alaska (SOA) office in the Department of Public Safety (DPS) that operates and maintains the SOA Telecommunications System (SATS) supporting ALMR and providing public safety communication services and support to state agencies.

**Department of Defense (DoD) – Alaska:** Alaskan Command, US Air Force, and US Army component services operating under United States Pacific Command and United States Northern Command.

**Department of Public Safety (DPS):** a State of Alaska (SOA) department where the SOA Telecommunications System (SATS) and ALMR programs reside.

**Executive Council:** governing body made up of three voting members and two associate members representing the original four constituency groups: the State of Alaska, the Department of Defense, Federal Non-DoD agencies (represented by the Alaska Federal Executive Association), and local municipal/government (represented by the Alaska Municipal League and the Municipality of Anchorage).

**Fire Protection:** As set forth in 42 U.S.C. § 1856 (b) the term “fire protection” includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions.



**Information Assurance:** information operations that protect and defend information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.

**Key Management Facility (KMF):** allows for secure re-keying of radios over the air.

**Local Governments:** those Alaska political subdivisions defined as municipalities in AS 29.71.800(14).

**Member:** a public safety agency including, but not limited to, a general government agency (local, state, tribal, or federal), its authorized employees and personnel (paid or volunteer), and its service provider, participating in and using the system under a membership agreement.

**Membership Agreement:** the agreement entered into between the ALMR Operations Management Office, as the designated agent for the Executive Council, and the user agency, which sets forth the terms and conditions under which the system provides services to the user agency and the user agency's responsibilities while operating the system. Also referred to as a user agreement.

**Municipality of Anchorage (MOA):** the MOA covers 1,951 square miles with a population of over 300,000. The MOA stretches from Portage, at the southern border, to the Knik River at the northern border, and encompasses the communities of Girdwood, Indian, Anchorage, Eagle River, Chugiak/Birchwood, and the native village of Eklutna.

**Mutual Aid Agreement:** entered into under the authority of 42 U.S.C. § 1856a, a reciprocal agreement between a Federal agency and a fire service, or its parent jurisdiction, for the purpose of providing fire protection for the property of the United States and for other property for which it normally provides fire protection.

**Network Operating Charges:** charges applied to users of the system through user agreements to recover operating, maintenance, capital replacement, and depreciation costs of the system.

**Operations Manager:** represents the User Council interests and makes decisions on issues related to the day-to-day operation of the system and any urgent or emergency operational or repair decisions; establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the ALMR Service Level Agreement in coordination with the User Council.



**Operations Management Office (OMO):** develops recommendations for policies, procedures, and guidelines; identifies technologies and standards; and coordinates intergovernmental resources to facilitate communications interoperability with emphasis on improving public safety and emergency response communications.

**Party/Parties:** one or more entities who have signed the Cooperative and Mutual Aid Agreement. The parties to the agreement are the Department of Defense - Alaska, the Alaska Federal Executive Association, the State of Alaska, respectively or collectively.

**Risk Management Framework (RMF) for DoD Information Technology (IT):** a structured approach used to oversee and manage risk for an enterprise. The program and supporting processes to manage information security risk to organizational operations (including mission, functions, image, and reputation), organizational assets, individuals, other organizations, and the Nation, and includes: (1) establishing the context for risk-related activities; (2) assessing risk; (3) responding to risk once determined; and (4) monitoring risk over time. The program requires the completion of the Assessment and Authorization (A&A), formerly Certification and Accreditation (C&A), process which results in an Authorization Decision (AD). The system must be reauthorized no later than every three (3) years.

**Service Level Agreement:** outlines the operations and maintenance services as required by the User Council membership for the sustainment and operations of the ALMR infrastructure. The performance metrics contained in the SLA describe the maintenance standards for the ALMR system infrastructure. ALMR cost share services are also outlined in the SLA.

**State of Alaska (SOA):** the primary maintainer of the State's infrastructure system, and shared owner of the system. The State of Alaska sponsors local/municipal agencies onto the system.

**Subscriber Equipment:** portable, mobile, and console equipment that is intended to operate on the ALMR infrastructure for day-to-day intra-agency communications and/or inter-agency cross-jurisdictional interoperability purposes. Subscriber equipment can also include network management terminals, key management facility equipment, gateway, and other assets which are determined not to be a burden cost share in applicable Memoranda of Agreement (MoAs).

**System:** the ALMR Communications System, as established in the Cooperative and Mutual Aid Agreement, and any and all System Design/System Analysis (SD/SA) and System Design/System Implementation (SD/SI) documents.

**System Design:** the technical design of the system as defined in Article 5, Section 4 of the Agreement.



**User:** an agency, person, group, organization, or other entity which has an existing written membership agreement to operate on ALMR with one of the parties to the Cooperative and Mutual Aid Agreement. The terms user and member are synonymous and interchangeable. All terms and conditions of the Cooperative and Mutual Aid agreement defined apply to local/municipal government agencies that are sponsored/represented by the State of Alaska.

**User Council:** governing body responsible for recommending all operational and maintenance decisions affecting the system. Under the direction and supervision of the Executive Council, the User Council has the responsibility for management, oversight, and operation of the system. The User Council oversees the development of system operations plans, procedures and policies under the direction and guidance of the Executive Council.



## **Alaska Land Mobile Radio (ALMR) Communications System Cooperative and Mutual Aid Agreement**

This Cooperative and Mutual Aid Agreement (the “Agreement”) is made and entered into between Alaskan Command (a sub-unified combatant command within the United States Department of Defense), pursuant to the authority of 42 United States Code (U.S.C.) § 1856a, the Alaska Federal Executive Association, and the State of Alaska. Together, the Alaskan Command, the Alaska Federal Executive Association, and the State of Alaska are hereinafter referred to as the “Parties.”

Whereas the parties hereto maintain equipment and personnel for response to fire, law enforcement, emergency medical service (EMS), and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

Whereas, as set forth in 42 U.S.C. § 1856a the term “fire protection” includes personal services and equipment required for fire prevention; the protection of life and property from fire; firefighting and emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue incidents involving vehicular and water mishaps, including trench, building, and confined space extractions; and

Whereas, the parties hereto desire to augment the fire protection, law enforcement, and emergency medical service capabilities available in their respective jurisdictions by entering into this Agreement.

Whereas, the Agreement is structured to allow the parties to fulfill their responsibilities under the agreement through the exercise of their respective independent legal authorities and, if approved by the Alaska Land Mobile Radio Communications System Executive Council, to combine or delegate those authorities to one or more of the other parties, where permitted under Federal, State, or Municipal laws, in order to achieve cost savings, administrative efficiencies, interoperability, and simplicity of operations.

Now, therefore, pursuant to the Memorandum of Agreement signed by the senior executive authorities representing each party on April 4, 2001, and in consideration of the mutual promises, benefits, covenants, obligations, and agreements herein established, the parties hereby agree as follows:





## **Article 1 Recitals**

§ 1. Alaska-Wide Land Mobile Radio Executive Council. On September 19, 1997, the Department of Defense – Alaska (DoD-AK), the Alaska Federal Executive Association (AFEA) (excluding DoD), the State of Alaska (SOA) and the Alaska Municipal League (AML) joined together under the existing Federal Alaska-Wide Land Mobile Radio Executive Council, for the purpose of providing a cost shared, land mobile radio communication service encompassing participating federal, state, and municipal users in Alaska. In 2005, the Federal Alaska-Wide Land Mobile Radio Executive Council was renamed the Alaska Land Mobile Radio Communications System Executive Council, hereafter referred to as the “Executive Council,” and a new charter was executed providing for four equal co-chairs representing the DoD-AK, AFEA, SOA, and AML.

§ 2. Chartered Requirements. In a Memorandum of Understanding (MoU) signed on October 8, 1997, DoD-AK, AFEA, SOA, and AML chartered the Executive Council with:

1) identifying the participating entities' disaster response and crisis management requirements and their associated communications requirements; 2) developing a combined migration strategy for implementing a single integrated statewide radio communications system to meet those requirements; and 3) developing a request for information to industry for possible solutions to meet those requirements.

§ 3. Implementation and Representation. In a MoU signed on April 4, 2001, DoD-AK, AFEA, SOA, and AML provided approval for the Executive Council to move forward with implementation of a cooperative solution responsive to the signatories' mutual aid, disaster response, and crisis management missions, as well as to their day-to-day operational requirements. Further, the participating entities agreed that the Executive Council would represent, within the boundaries of Federal, State, and municipal law(s), the participating entities in providing oversight and direction for the implementation and continued development of the mutually agreed system design of the cooperative solution.

§ 3.1. In 2007, the AML voted by quorum and elected to assume an ex-officio or non-voting role on the Executive Council. This left a void in the representation of local government agencies. Local jurisdictions retained their voting privileges at the User Council through their currently elected representatives.

§ 4. Mutual Aid Solution. The mutual aid solution to be implemented, referred to in this Article, Section 3, will be known as the Alaska Land Mobile Radio Communications System, hereafter referred to as the “system.”

§ 5. Consortium Approach. The Executive Council revised the governing charter document on April 10, 2003, to officially identify a consortium governance approach. Further, pursuant to the Federal Communications Commission (FCC) fourth rule and order (R&O), Notice of Proposed Rulemaking (NPRM), WT Docket 96-86 release,



August 2000, the Executive Council, acting as the State's Interoperability Executive Committee (SIEC), will administer interoperability channels through the development and administration of an interoperability plan for statewide use.

§ 6. Frequency Sharing. In a Memorandum of Agreement (MoA) signed on July 18, 2003, and July 25, 2003, respectively, between the Assistant Secretary of Defense for Networks and Information Integration, and the Commissioner of Public Safety, State of Alaska (Appendix A), and recognized and accepted by the Federal Communications Commission and the US Department of Commerce National Telecommunications and Information Administration, the provisions for shared use of federal government, state, and local public safety allocated frequency resources used for operation on the system were enacted.

§ 7. Alaska Municipalities and State of Alaska Authority (Joint Powers). The authority of Alaska municipalities and the SOA to share joint powers with the federal government is provided for in Article 12, Sec.2 of the Alaska Constitution which reads:

§ 7.1. Intergovernmental Relations. The State and its political subdivisions may cooperate with the United States and its territories, and with other states and their political subdivisions on matters of common interest. The respective legislative bodies may make appropriations for this purpose.

§ 7.2. Alaska municipalities have specific authority to share joint powers with the State of Alaska and the United States under authority of Article 10, Sec. 13 of the Alaska Constitution which reads:

Agreements; Transfer of Powers. Agreements, including those for cooperative or joint administration of any functions or powers, may be made by any local government with any other local government, with the State, or with the United States, unless otherwise provided by law or charter. A city may transfer to the borough in which it is located any of its powers or functions unless prohibited by law or charter and may in like manner revoke the transfer.

§ 8. Federal Cooperation. The authority of the SOA and its political subdivisions to cooperate with the federal government and its agencies on matters of common interest is provided under Article 12, Section 2 of the Alaska Constitution, Intergovernmental Relations, which states:

The State and its political subdivisions may cooperate with the United States and its territories, and with other states and their political subdivisions on matters of common interest. The respective legislative bodies may make appropriations for this purpose.



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“§ 9. Federal Authority. The authority of federal Partners to enter into this Agreement is set forth in 42 U.S.C. § 1856a(a), and 15 U.S.C. § 2210, the regulations implementing the same at Title 44 Code of Federal Regulations (C.F.R.) Part 151, *Emergency Management and Assistance*, and Air Force Instruction 32-2001, *Fire Emergency Services Program*. 42 U.S.C. § 1856a(a) states:

“Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all, or any part of the cost incurred by such party in furnishing fire protection for, or on behalf of, any other party.”

The DoD further operates within this cooperative approach through the Community Partnership Program

Congress has been steadily facilitating the community partnership model, most notably through National Defense Authorization Acts (NDAAs) beginning in FY2013. The FY2013 NDAA authorized the military services to enter into Intergovernmental Service Agreements (IGSAs). IGSAs are agreements between the federal and local/state government entities to “receive, provide, or share installation support services.” Via the 2015 NDAA, Congress took an additional step and removed the requirement that IGSAs must follow the FAR. In the 2018 NDAA, the term limit for IGSAs was increased from five years to ten years.

§ 10. Best Interest. In forming this agreement, DoD-AK, AFEA, and SOA agree that it is in the public interest to develop and implement the system, and to establish its management and operations as provided in the agreement.



## **Article 2 General Provisions**

§ 1. Purpose of Agreement. The purpose of this Agreement, hereafter referred to as "the agreement," is to establish the system, and to set out the terms according to which the system will be governed, managed, operated, and modified by the parties signing the agreement.

§ 2. Agreement Effective. The agreement shall become effective when signed by the parties to the agreement.

§ 3. Parties to the Agreement. The parties to the agreement are DoD-AK, AFEA, and SOA in their collective role as members of the Executive Council.

§ 4. Additional Future Parties. Additional parties may join the agreement if approved by the Executive Council. If additional parties agree to the terms and provisions of the agreement, said parties shall become members of the Executive Council, as provided herein, and as specified within the charter that governs the Executive Council.

§ 5. Failure to Execute Agreement. If a party to the agreement fails to execute the agreement, the Executive Council may replace the party by designating a successor party, redesigning the system to maximize system utility for the remaining participating parties, or terminating the agreement.

§ 6. Existing Laws. In signing the agreement, the parties agree to abide by and enforce the terms and provisions of the agreement to the full extent of applicable existing laws, regulations, and policies.

§ 7. Compliance. Each party to the agreement will be responsible for ensuring its own compliance with the provisions of the agreement, and all associated policies and procedures, as well as the compliance of all persons, groups, organizations, or entities, which the party authorizes to use the system.

§ 8. Amendments to Agreement. The parties retain the right to define the terms of the agreement by amendment only. Any party may request changes to the agreement. No later than six months after the effective date of this Cooperative and Mutual Aid Agreement, the Executive Council will make all amendments necessitated by its initial implementation and by adoption of critical agreements, including but not limited to, a Service Level Agreement, a Membership Agreement, System Description, and Organizational Structure. The agreement may be amended only by unanimous agreement of all the parties to the agreement.



§ 9. Duration of Agreement. Unless terminated earlier as provided in the agreement, the agreement will terminate 10 years from the date it becomes effective under Article 2, Section 2.

§ 10. Renewal of Agreement. The agreement may be renewed for an additional period of up to 10 years by unanimous agreement of the parties to the agreement.

§ 11. Compliance with Laws. The agreement does not oblige any party to act contrary to applicable laws, regulations, policies, or procedures.

§ 12. Counterparts. The agreement can be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single agreement. Additional documents executed after the effective date of this agreement and not included within this agreement shall be incorporated by reference and attached when executed.



### **Article 3 Voluntary Termination**

§ 1. The parties to the agreement may terminate the agreement in its entirety at any time by a unanimous vote of the parties. Prior to any such termination, the parties shall give prior due consideration to preserving the continuity of each party's mission support and operations during the transition period following termination.

§ 2. A party to the agreement retains the right to exit from the agreement.

§ 3. A party desiring to exit the agreement will provide written notice by certified mail or its equivalent to the other parties one year prior to the effective date of the party exiting the agreement subject to the terms specified in Sections 3 through 8 of this article.

§ 4. A party exiting the agreement will continue to fulfill its responsibilities under the agreement for a period of 30 days following the effective date of it exiting the agreement.

§ 5. By, or before, the end of the period provided for in Article 2, Section 9, the parties to the agreement shall determine whether, and if so, the degree and manner in which a party exiting the agreement may relinquish or transfer to the remaining parties for reallocation of any equipment or assets under the exiting party's control that may be necessary to maintain the system at the same level of service that any user of the system enjoyed prior to the party exiting.

§ 6. Exiting the agreement will not relieve a party of obligations, if any, accruing or resulting from activities under the agreement prior to the effective date of the party exiting and reasonable costs resulting from and due to the party exiting the agreement, if any.

§ 7. Parties terminating or exiting the agreement retain the right to terminate or exit with the spectrum assets that they brought to the agreement.

§ 8. A party exiting the agreement shall agree to such additional terms and conditions as may be unanimously established by the parties, including the exiting party.



## **Article 4 Limits to Financial Obligations**

§ 1. The parties' financial obligations to provide funds for the system's management, operations, maintenance, modifications, and enhancements are limited to those included in the system annual budget as approved by the Executive Council.

§ 2. The parties assume no obligation to provide financial support for the system beyond the term of the agreement, as set out in Article 2, Section 9, except as specifically set forth by the parties in written agreement(s), which is/are separate from this agreement.

§ 3. No party to the agreement will be obligated to spend money or time for purposes encompassed by the terms of the agreement without first reaching agreement in writing on the specific tasks and costs associated with those purposes.

§ 4. Nothing in the agreement shall obligate any of the parties to expend money in excess of appropriations authorized under applicable law.



## **Article 5 The System**

§ 1. System Enactment: The system is established when any or all parties to the agreement have signed the agreement.

§ 2. System Definition: The system consists of the respective physical assets, including spectrum, infrastructure, hardware, software, and other equipment which are dedicated in whole or in part by the parties solely for the purpose of their use and integration as a single, statewide, cost-shared interoperable wireless communications system as provided under the agreement.

§ 3. System Description: A complete description of the system, including the assets provided by each party will be approved and executed by the Executive Council within six months of the effective date of this agreement and attached as an appendix to this agreement.

§ 4. System Design: The system design includes, at a minimum:

§ 4.1. System performance standards,

§ 4.2. Master System implementation schedule,

§ 4.3. Identification of repeater sites and their mobile and portable coverage area,

§ 4.4. Identification of users and subscriber units to be home sited to each zone,

§ 4.5. Identification of the sizing, functioning, and location of network controller equipment to be implemented,

§ 4.6. Identification of microwave paths used to link repeater sites and communications centers to the network controller equipment to be implemented,

§ 4.7. Identification of specific frequencies that will be licensed at each repeater site, or used in gateway services,

§ 4.8. Identification of a talk group plan,

§ 4.9. Identification of gateway equipment and gateway sites to be implemented,

§ 4.10. Priorities established for access to the system, and

§ 4.11. Interoperability plan.





§ 5. System Redefinition: The system may be redefined at any time by the parties to the agreement. Any such redefinition must be unanimously agreed to in writing by the parties.



## **Article 6 Organizational Structure**

§ 1. The system shall be managed as a consortium, under the authority and oversight of the Executive Council. The consortium consists of the parties signing the agreement. A chart depicting the ALMR Organizational Structure will be developed and approved by the Executive Council within six months of the effective date of this agreement and attached as an appendix to this agreement.

§ 2. The ALMR Operations Manager, hereafter referred to as the “Operations Manager,” conducts the day-to-day operational management of the system on behalf of the parties to the agreement. The Operations Manager ensures that service-level requirements and operating standards are met by monitoring the activities of the organization and/or contractor providing maintenance services.

§ 2.1. The Operations Manager will be organizationally positioned to be free of conflict-of-interest issues with the organization and/or contractor providing maintenance services.

§ 2.2. The Operations Manager will provide guidance and operational oversight of the system in cooperation and coordination with the ALMR User Council, hereafter referred to as “User Council,” and under approval and authority vested in the Operations Manager by the Executive Council.

§ 3. Each party to the agreement is responsible for financial participation in the operation and maintenance of the common infrastructure that makes up the system. Namely, the portion of the system infrastructure which the party legally owns, controls, and for which it bears legal responsibility: including sites, facilities, equipment, licenses, spectrum assets, and personnel, may be cost shared across all participating agencies as set forth in specific MoAs, and other such legal and binding instruments.

§ 4. Each party to the agreement is responsible for the operation and maintenance of its own subscriber equipment operating on the system.

§ 5. Except as otherwise provided in the agreement, each party will be responsible for financing and paying the costs of its responsible cost share of the system, including operating and maintenance costs, as well as capital costs.



## **Article 7 User Council**

§ 1. The User Council is established by the Agreement. The User Council is responsible for making all operations and maintenance (O&M) decisions affecting the system, including those governing day-to-day operations, and for fulfilling other duties and tasks as set out in the agreement. In all respects, the decisions, policy making, and actions of the User Council are subject to the authority, oversight, and approval of the Executive Council.

§ 2. The User Council is established by motion and vote of the Executive Council. The User Council administers the operations and management of the system. Authority for operations and management decisions made by the User Council remains with the Executive Council and the User Council will function under guidance of the Executive Council.

§ 3. The User Council shall adopt a written charter stating its purposes, goals, objectives, duties, and responsibilities in managing, operating, and maintaining the system. The User Council also shall adopt written operating procedures and written administrative procedures pursuant to said charter. Adoption of the User Council Charter, its operating procedures, and its administrative procedures is subject to approval by the Executive Council.

§ 4. Membership of the User Council will consist of twelve primary members representing the four original foundational entities (DoD, Federal Non-DoD, State of Alaska, and the Alaska Municipal League). Agencies may request multiple appointments of alternates. There are no other members of the User Council. The Executive Council will approve the appointment of members to the User Council.

§ 5. Provisions governing the appointment of members, terms and conditions of membership, selection of a chairperson, modification of the composition of membership, and the establishment of voting methods and procedures, shall be set out in the User Council Charter.

§ 6. Voting methods and procedures of the User Council may include: a) provisions for different classes of voters, including non-voting members; b) weighting in the counting of votes, including weighting related to a member agency's proportionate share of system ownership or proportionate financial contribution to system O&M; c) the establishment of quorums and/or majority/super-majority voting thresholds for taking action; and d) other provisions/considerations as determined to be necessary by the Executive Council.

§ 7. The User Council shall be responsible for providing recommendations to the Executive Council regarding approval of system design and approval of all proposed



modifications to system design, including performance standards, modifications to approved performance standards, extensions, and expansions of the system, addition of users to the system, and addition of new parties to the agreement.

§ 8. The User Council shall be responsible for providing recommendations to the Executive Council regarding the adoption of system O&M standards, which at a minimum shall include: a) identification of minimum technical standards for the system equipment and subscriber units; b) identification of protocols for the modification of talk group assignments and their usage; c) identification of minimum periodic maintenance standards and schedules for system equipment; d) identification of problem reporting and resolution practices for system equipment; and e) identification of security standards, policies, and procedures.

§ 9. The User Council shall be responsible for providing recommendations to the Executive Council regarding approval of the terms and conditions of access of any user of the system, and the approval of user agreements.

§ 10. The User Council shall be responsible for conducting the dispute resolution process set out in the agreement, and for providing recommendations to the Executive Council regarding the final resolution of disputes.

§ 11. The User Council shall be responsible for investigating any allegation of breach of the agreement, formulating proposed remedies in instances of alleged breach, and providing recommendations to the Executive Council regarding the final disposition of alleged instances of breach.

§ 12. The User Council shall, in coordination with the Operations Manager, be responsible for assessing and recommending service-level requirements of the system, designating cost-shared components of the system, recommending possible methods of funding the system, and recommending a budget process for the system. These recommendations will be approved and executed by the Executive Council within six months of the effective date of this agreement and attached as an appendix to this agreement. After the system has attained sustained O&M, the User Council shall be responsible for monitoring funding, expenditures, and cost recovery for the system operation and maintenance, as provided in this article and Article 11. In coordination with the Operations Manager, the User Council is also responsible for developing a budget process for the system, as provided in Article 10.

§ 13. Subject to the approval of the Executive Council, and to the extent permitted under Federal, State, and local laws, the User Council may designate consenting party/parties to act as a User Council agent to procure and install system common network controller equipment. Such procurement and installation shall be: a) consistent with system design, as approved by the Executive Council; b) subject to User Council supervision and oversight; and c) subject to the record-keeping, audit, and reporting requirements as provided in the agreement and as established by the User Council.



§ 14. Subject to the approval of the Executive Council, and to the extent permitted under Federal, State, and local laws, the User Council may designate consenting party/parties to act as a User Council agent to operate and maintain the system common network controller equipment or to negotiate, execute, and oversee an O&M agreement with a private/public entity to operate and maintain system common network controller equipment in accordance with standards of operation and maintenance approved by the Executive Council. The agreement shall contain adequate provisions for emergency repair or replacement of system common network controller equipment.

§ 15. Additional responsibilities of the User Council shall include the following.

§ 15.1. Organizational Structure. The User Council will recommend an organizational structure for the management and operations of the system, including the development of a committee structure for receiving advisory input on executive matters, management matters, operating matters, technical matters, user concerns, concerns of local disaster response groups, and other matters as deemed necessary by the User Council. Ad hoc committees and subcommittees may be formed as deemed necessary by the User Council.

§ 15.2. Performance Monitoring. The User Council will monitor and evaluate the performance of the system, including the efficiency and effectiveness of its operation and management, as well as the performance of contracts and user agreements. The User Council will report to the Executive Council their assessment of the operational health of the System annually, or as requested by the Executive Council.

§ 15.3. Financial Plan. The User Council will review and approve annually a financial plan developed and submitted by the Operations Manager to provide for the short- and long-term financial needs of the system, including its funding needs as well as its capital replacement and enhancement needs, as applicable. The financial plan will be updated annually, as well as at other times deemed necessary by the User Council/Operations Manager. The financial plan will then be presented through the User Council to the Executive Council for approval and in sufficient time as to be included in the appropriate budget cycles for the parties to the agreement.

§ 15.4. Auditing and Control. The User Council will review and approve Operations Manager auditing and control policies and procedures to provide accountability, compliance, monitoring, and performance assessment.

§ 15.5. Risk Management. The User Council will review and approve risk management and security policies and procedures developed by the Operations Manager. The policies will provide for the security, protection, and safety of the system, its personnel, and its assets, as well as to insure against the impacts of claims and liabilities to the greatest extent possible. The ALMR Risk Management Plan will be presented to the User Council for review and final approval.



§ 15.6. Procurement. The User Council will review and approve procurement policies, and a procurement plan developed by the Operations Manager, when appropriate. The policies will meet system procurement needs, and to the extent permitted under Federal, State, and local law, accommodate the different respective procurement authorities and constraints of the parties. The User Council will present the policies and plans to the Executive Council for final approval.

§ 15.7. Reporting. The User Council will review and approve a reporting system developed by the Operations Manager to meet various system reporting requirements. The reporting system will encompass reporting requirements which arise from Federal, State, and local laws and regulations, from policies of the User Council, from contracts and agreements, and from policies and decisions of the Executive Council. Areas of reporting may include management, budgeting, administration, finance, communications, outreach, and other areas deemed necessary for the smooth and efficient operation of the system.

§ 16. All actions taken by the User Council under the provisions of this article are subject to approval by the Executive Council.



## **Article 8 Fire Protection, Law Enforcement and Emergency Management Services Cooperative Procedures**

§ 1. Upon a request, from a representative of one party to another party representative, requested for fire protection, law enforcement, or EMS equipment and personnel will be dispatched to any point within the area for which the agency providing the mutual aid normally provides fire protection, law enforcement, and EMS services.

§ 2. Any dispatch of equipment and personnel by the parties pursuant to this agreement are subject to the following conditions:

§ 2.1. Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, however, the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

§ 2.2. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

§ 2.3. The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection, law enforcement, and EMS capabilities.

§ 2.4. Hazardous materials incident responses will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization, using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

§ 2.5. In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which another party normally provides fire protection services, the chief of the DoD ALMR member fire department or his or her representative may assume full command on arrival at the scene of the crash.

§ 2.6. Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer to observe Air Force operations.



§ 3. Parties agree to implement the National Incident Management System (NIMS) during all emergency responses on and off DoD installations in accordance with National Fire Protection Association (NFPA) Standard 1561.





## **Article 9 Funding and Expenditures**

§ 1. Upon first availability of fiscal funds, in the first quarter of each party's fiscal year, the party will identify the amounts and sources of projected funding for the next year to be used in financing its portion of the system. Amounts and sources of funding received and projected from the operation of each party's portion of the system, for the current and upcoming year, will be reported, in writing, to the Executive Council.

§ 2. Upon first availability of fiscal funds, each party to the agreement will identify the projected annual operating, maintenance, capital replacement, and depreciation costs, as allowed by applicable law(s), for its portion of the system for the current and upcoming year and report those costs in writing to the Executive Council.

§ 3. The costs and funding amounts and sources for each category of service required, as defined in the Service Level Agreement, shall be reflected in the Executive Council's annual proposed budget, as stated in Sections 1 and 2 of this article. These costs and funding amounts and sources will be reported by either the User Council or Operations Manager, whoever has been given the authority and responsibility to produce the annual proposed budget.

§ 4. The parties will make all reasonable efforts to establish a common format for presenting the information reported under this article, Sections 1 and 2.

§ 5. The costs and funding amounts and sources reported under this article, Sections 1 through 3, shall be used by the parties and by the User Council and Operations Manager, as a basis for developing an annual budget for the system. This information will also be used as a basis for developing fees or rates for user access to the system, provided that each party shall retain authority to establish user access fees or rates for its portion of the system, as allowed by law.

§ 6. The User Council and/or Operations Manager is responsible for monitoring all costs, funding amounts and sources, and expenditures pertaining to the system, and shall develop procedures for conducting said monitoring.

§ 7. Non-appropriation clause. In the event of non-appropriation of funds by a party's funding entity (i.e., the Alaska Legislature, United States Congress, city council, borough assembly, or board of directors) for participation under this agreement, the non-appropriation of money for that party shall not constitute a breach of contract by the party and no contract damages may be pursued by the other parties, nor other legal action brought, whether in contract or equity, due solely to the non-appropriation.



## **Article 10 Budget Process**

§ 1. The Operations Manager will establish a budget process, and each year develop a proposed budget for the next fiscal year to meet the operating, maintenance, and capital replacement needs of the system.

§ 2. The Operations Manager shall draft the proposed budget for the following contract year and present it to the Executive Council no later than August of each year. All proposed expenditures and activities of the system, including those that are shared, shall be reflected in the proposed budget.

§ 3. All agencies with current membership agreements, as represented by the User Council, and all committees established by the Executive Council, will have the opportunity to review the proposed budget and provide inputs/comments prior to submittal to the Executive Council for review. The User Council and Operations Manager will review all input/comments received from the aforementioned entities, and make such revisions to the proposed budget, as is deemed necessary or desirable.

§ 4. The User Council and/or Operations Manager shall submit the proposed next year's budget to the Executive Council by August of each year.



## **Article 11 Cost Recovery and User Agreements**

§ 1. The parties to the agreement and/or the users of the system will share the costs of operating, maintaining, modifying, replacing, and enhancing the system. DoD member agencies will establish an IGSA between the DoD member agencies and the State of Alaska, IAW the National Defense Authorization Act (NDAA) 2013 establishing the Community Partnership Program, that defines specific fiduciary responsibilities and contract administration procedures.

§ 2. Operations and maintenance costs of the system may be recovered through user fees/network operating charges applied to users of the system.

§ 3. A portion of the system capital replacement and depreciation costs, as allowed by applicable law(s), to be determined by the User Council and approved by the Executive Council, may be recovered through user fees/network operating charges applied to users of the system.

§ 4. Operating, maintenance, capital replacement, and depreciation costs, as allowed by applicable law(s), which are recovered through user fees/network operating charges, will be set out in all user agreements, with annual revisions incorporated into those agreements.

§ 5. Each year the User Council/Operations Manager will identify the system's annual operating, maintenance, capital replacement, and depreciation costs, as allowed by applicable law(s), for the current and following operating year. Based on those costs, the User Council and/or Operations Manager will update and revise as necessary, and following approval by the Executive Council, publish the system user fees/network operating charges for the following year of operations.

§ 6. All users of the system will be required to enter into a written user agreement between the user and the Executive Council, or their designated Executive Agent. The agreement will be signed by an authorized representative of the party, through whose portion of the system the user is being granted access, and by a representative of the user organization who is authorized by law to sign binding agreements for that user organization. The user agreement will set out the terms, conditions, and charges for usage of the system. Any and all charges apportioned to the parties are due contingent upon first availability of fiscal funds, subject to the provisions of Article 2, Section 11, and Article 9, Section 7.

§ 7. The parties will make all reasonable efforts to establish common terms and provisions and a common format for user agreements. However, a party shall retain authority for setting the terms and conditions, fees, charges, and other provisions in user agreements pertaining to that party's portions of the costs. All such agreements will comply with agreed upon common terms, provisions, and format approved by the Executive Council. Each party is responsible for enforcing its own user agreements.



## **Article 12 Obligations of the Parties**

§ 1. In consideration of all parties' mutual promises to each other to implement, maintain, and operate portions of the system on which all parties and users of the system shall be dependent, each party to the agreement agrees to all terms and conditions set forth in the agreement.

§ 2. The parties represent, by signing the agreement, that they have the necessary authority to enter into the agreement.

§ 3. Parties to the agreement retain full authority and control for their respective programs, operations, personnel, properties, equipment, and assets.

§ 4. Each party agrees that any agreements for use of frequencies used by the system shall be in accordance with prior policies and agreements established by the Federal Communications Commission, the National Telecommunications and Information Administration, the Department of Defense, the State of Alaska, and the Executive Council.

§ 5. Each party agrees to user access to the system at rates which do not exceed a party's proportionate share of the costs of O&M of the system, and which do not discriminate among users of the system receiving comparable levels of service. Such rates may include the recovery of reasonable overhead costs, as defined in the agreement. All such rates shall be exclusive of replacement costs for mobile and portable radios, control stations, fixed infrastructure, and communications center equipment unless users of the system consent in writing to inclusion thereof.

§ 6. Each party agrees to provide access to microwave paths under the control of that party to meet the approved system design or design modification. Rates for such access shall not exceed a proportionate share of the cost of O&M of each party's portion of the system microwave equipment, including the collection.

§ 7. Any party may transfer and assign a portion of, or all of, its responsibilities under the Agreement to another party, or a successor, provided that such assignment and transfer of responsibilities shall occur only upon Executive Council approval.

§ 8. Each party agrees to establish and maintain accounts and records, as deemed necessary by the Executive Council, to ensure proper accounting for all system expenditures and in compliance with the agreement. Such records shall be in accordance with Generally Accepted Accounting Principles and may include personnel, property, financial, and programmatic records.



§ 9. All records, accounts, and documents relating to matters covered by the Agreement shall be subject to inspection, review, or audit by the Executive Council, and other authorities as required by Federal, State, or local laws or regulations. Each party shall provide the Executive Council, and other authorities, rights-of-access to its facilities for said purposes at all reasonable times.

§ 10. The distribution of system funds or common equipment to any user shall be pursuant to a written agreement in which the user agrees to comply with the terms and conditions of the approved system design, schedule, and plan. Said agreement shall adequately ensure application of all terms, conditions, and remedies provided by the agreement, and the law, to said user. Said agreement may also contain other reasonable terms and conditions necessary for the provision of service to the user.

§ 11. Each party, as permitted by applicable law(s), regulations, and policies, may collect annual replacement reserves adequate to provide for the depreciation and replacement of the system and any subsequent successor equipment. Collection of such replacement reserves shall be pursuant to reserve recovery policies established by the User Council and approved by the Executive Council, and as allowed by applicable law(s).

§ 12. Each party agrees to provide written notification to the User Council and/or Operations Manager regarding modifications to system design which have been judged by the party to be consistent with approved performance standards. Such notification shall be submitted to the User Council and/or Operations Manager in a reasonable and timely manner, but in no case less than 90 days before the party's modification shall be implemented.

§ 13. The parties agree that any agreement between a party and a user, which provides the user with access to the system, shall contain the following provision:

"Access to the Alaska Land Mobile Radio (ALMR) Communications System provided through this Membership Agreement, and any amendment(s) thereto, is conditioned upon the approval of the terms and conditions of access as outlined in ALMR Communications System Cooperative and Mutual Aid Agreement and approval by the Executive Council."

§ 14. Each party shall adopt a reasonable and timely dispute resolution process for its users, which the party may require to be exhausted prior to recourse to other administrative remedies, if any. Additionally, each party shall require in agreements with users that users have access to, and are bound by, the dispute resolution process provided for in Article 14 of the agreement.



## **Article 13 Security Certification and Accreditation**

§ 1. The Department of Defense (DoD) is a primary stakeholder and user of the system. Therefore, the DoD portion of the system is subject to formal Assessment and Authorization under the Risk Management Framework (RMF) in accordance with DoD Instruction 8500.01, *Cybersecurity*, and DoD Instruction 8510.01, DoD 8310.01 *Information Technology Standards in the DoD, Risk Management Framework (RMF) for DoD Information Technology (IT)*.

§ 2. Assessment and authorization by the DoD Authorizing Official (AO) will be based on examination and risk assessment of those system components that fall within a boundary defined as those components owned, installed, and managed by the DoD. However, because this subset of the system is neither physically nor logically isolated from the rest of the system, authorization by the AO is contingent upon compliance by the entire system, and all users, with the identification, implementation, assessment, and management of cybersecurity capabilities and services (expressed as security controls), and authorization for the operation of the Information System established by DoD 8510.01 and included in the risk assessment performed as part of RMF.

§ 3. An Authorization to Operate (ATO) by the AO certifies that the system complies with the most stringent security requirements of any user, a comprehensive risk assessment has been conducted, risk mitigation measures have been completed, and the AO accepts the residual risks regarding system vulnerabilities.

§ 4. It is incumbent upon all system users to be aware of RMF-related information assurance (IA) security policies, procedures, and plans. The parties, once informed by the DoD AO regarding RMF-related security policies and any updates to RMF-related security policies, must ensure complete and consistent compliance as a condition of continued participation in the system. In the absence of system-wide compliance, the level of residual risk accepted by the AO may not be valid and the authorization of the system could be subject to nullification.

§ 5. Users who fail to comply with RMF security provisions pertaining to the “Authorization to Operate” for the system by the AO will be subject to sanctions by the Executive Council. These sanctions, depending upon the severity of the compliance deficiency and the responsiveness of the user in addressing required corrective actions, may range from:

§ 5.1. An advisory that a non-compliance/system vulnerability exists, with a request for corrective action.

§ 5.2. A formal notification that one or more significant/repeated non-compliance issues exist, with a mandated compliance date and a request for a remediation plan.



§ 5.3. A formal notification that actions by one or more individuals have resulted in a non-compliance issue/system vulnerability, with a request that the user take the necessary corrective action.

§ 5.4. A temporary suspension of user access to the system, accompanied by a set of compliance-related remediation steps necessary to gain reinstatement of system access.

§ 5.5. Possible long-term exclusion from access to the system with a recommendation that the user seek other means for satisfying their public safety communications requirements. This action would be accompanied by an explanation for the action, with a set of conditions under which reinstatement of access to the system may be reconsidered by the Executive Council.





## **Article 14 Dispute Resolution, Breach, and Remedies**

§ 1. Pursuant to Article 7, Sections 10 and 11 of the agreement, the User Council and/or Operations Manager will establish procedures for responding to complaints or allegations of breach, and for resolving disputes.

§ 2. Any complaints, allegations of breach, disputes, or controversies which cannot be resolved by the User Council and/or Operations Manager shall be referred to the Executive Council for resolution.

§ 3. In the event any of the dispute resolution procedures provided for in the agreement are ruled unlawful or made unlawful by statute, the other terms of the agreement are declared separate and severable and shall remain in full force and effect.

§ 4. Notwithstanding any other provision in this article, except as provided in this article, Section 3, the parties agree that at any point in the dispute resolution process the User Council and/or Operations Manager may adopt and impose an interim emergency remedy to ensure maintenance of essential communications services until the matter is resolved.





## **Article 15 Site Access**

§ 1. A party to the agreement will, to the extent permitted under Federal, State, or local/municipal law, provide timely access to sites, facilities, and properties which it owns, manages, or otherwise controls, for the purpose of allowing maintenance, enhancement, or repairs to property/equipment for which other parties are responsible under the terms of the agreement.

§ 2. The party which owns, manages, or otherwise controls a site, facility, or property to which access is provided under the agreement is solely responsible for the maintenance of access roads/routes to the site, facility, or property to be accessed.



## **Article 16 Spectrum and Frequencies**

§ 1. Spectrum assets brought to, or exited from, the system by the parties to the agreement will remain under their respective controlling agency for administration and control.

§ 2. The parties agree that all frequencies used in the system shall be licensed exclusively in the name of a party, or successor, and assigned to sites and used in accordance with the prior policies and agreements established by the Federal Communications Commission, the National Telecommunications and Information Administration, the Department of Defense, the State of Alaska, and the Executive Council.

§ 3. The parties agree to abide by the MoA, signed July 25, 2003, and July 18, 2003 (respectively), between the Assistant Secretary of Defense for Networks and Information Integration and the Commissioner, Department of Public Safety, State of Alaska, on behalf of the Governor (Appendix A), concerning the shared use of Federal government and public safety allocated frequency resources on portable and mobile subscriber equipment operating on the system.



## **Article 17 Hold Harmless and Indemnification**

§ 1. No party to the agreement shall be liable for any claims, liabilities, or damages of any kind, or for injury or damage to persons or property, caused by or resulting from actions taken individually or collectively by other parties to the agreement, including other party employees, agents, contractors, representatives, or invitees.

§ 2. Each party to the agreement is responsible for its own actions under the agreement. By signing this agreement, all parties acknowledge responsibility for their own actions, and will not indemnify or agree to hold harmless, other parties to the agreement.

§ 3. All costs, judgments, or awards of damages arising from the sole/concurrent negligence of the parties of this agreement shall be apportioned equally among the parties to the extent of the party's proportionate liability.

§ 4. All costs, judgments, or awards of damages arising from actions of users of the system, in their usage of the system, shall be apportioned among the users in proportion to their respective responsibility/responsibilities for said actions. Any and all costs, judgments, or awards apportioned to the parties are due contingent upon first availability of fiscal funds appropriated for such purposes, subject to the provisions of Article 2, Section 11.



## **Article 18 Insurance Requirements**

§ 1. Without limiting any party indemnification, each Non-Federal party to the agreement shall always maintain in force during the term of the agreement, policy/policies of commercial general liability insurance with limits commensurate to their respective responsibilities, with insurance carriers authorized to do business in Alaska which have a rating of no less than "A."

§ 2. If a party is self-insured, or is a member of a self-insured pool, a certification of self-insurance with limits commensurate to that party's respective responsibilities and covering party activities as reflected in the agreement shall constitute compliance with this article.



**Article 19**  
**Minority and Women's Business Enterprise Participation;  
Nondiscrimination in Employment by Contractors,  
Subcontractors, and Vendors; and Fair Employment Practices**

§ 1. Subject to existing Federal, State, and local government laws and regulations, the parties to the agreement agree to comply fully with all applicable provisions of the laws of the State of Alaska pertaining to minority and women's business enterprises, if any, when hiring, retaining, or employing contractors through the expenditure of funds for the system.

§ 2. Subject to existing Federal, State, and local government laws and regulations, the parties to the agreement agree to require any contractor, subcontractor, vendor, or union to comply fully with all applicable provisions of the laws of the State of Alaska pertaining to discrimination and affirmative action in employment when hiring, retaining, or employing any contractor, subcontractor, vendor, or union through the expenditure of funds for the system. The parties specifically agree that any such contract they enter into with any contractor, subcontractor, vendor, or union, as defined in the laws of the State of Alaska, will include a binding promise from each entity to be involved that said entity agrees to be fully bound by the requirements of laws of the State of Alaska pertaining to discrimination and affirmative action in employment and will not discriminate in violation of those laws against any employee. The requirements of this paragraph shall not apply to any contract executed or negotiated prior to the effective date of the agreement.

§ 3. Subject to existing Federal, State, and local government laws and regulations, the parties to the agreement agree to require employers, with whom they contract through the expenditure of funds for the system, to comply fully with all applicable provisions of the laws of the State of Alaska pertaining to fair employment practices. The parties specifically agree that any such contract they enter into with any contractor, subcontractor, vendor, or union, as defined in the laws of the State of Alaska, will include a binding promise from each entity to be involved that said entity agrees to be fully bound by the requirements of laws of the State of Alaska pertaining to fair employment practices and will not discriminate in violation of those laws against any employee. The requirements of this paragraph shall not apply to any contract executed or negotiated prior to the effective date of the Agreement.

§ 4. For purposes of this article, Sections 1 through 3 of the agreement, neither the term "contractor" nor the term "employer" shall include the parties to the agreement or any governmental agencies using the system.



## **Article 20 Rights and Obligations Reserved**

§ 1. The agreement reserves to each party, and shall not be construed in derogation, any rights, powers, privileges, authority, liabilities, obligations, and duties set forth in/provided by any previous agreement executed by a party relating in any way to the procurement, design, construction, development, expansion, implementation, ownership, administration, management, maintenance, or operation of a radio communication system or any part or component thereof or property right therein.

§ 2. Each party to the agreement retains the right to operate autonomously in its day-to-day operations.

§ 3. No delegation. The State of Alaska's participation in this agreement is not to be construed as a delegation of the Alaska Department of Administration Commissioner's powers and duties under Alaska Statutes 44.21.305 – 44.21.350, nor is the State of Alaska's participation to be construed as a delegation of the Alaska Department of Administration's telecommunications powers and duties set out in Alaska Statutes 44.21.310 – 44.21.320. The State of Alaska's participation in the agreement is an exercise of its right to coordinate its functions with other public and private entities and to enter into contracts and sub-contracts on behalf of the State of Alaska to carry out the provisions of Alaska Statutes 44.21.305 – 44.21.330.



## **Article 21 Impasse Resolution**

§ 1. The User Council shall be declared at an impasse in the event that they are unable to approve a system design by unanimous agreement within 90 days of undertaking the first vote on that issue.

§ 2. The User Council shall be declared at an impasse in the event that they are unable to reach unanimous agreement on system O&M standards, cost shares, or service level policies, processes, and procedures within 90 days of undertaking the first vote on that issue.

§ 3. The User Council shall be declared at an impasse in the event that they are unable to reach unanimous agreement on a proposed system design modification within 180 days of submittal of such modification.

§ 4. The User Council shall be declared at an impasse if they are unable to reach unanimous agreement on administrative rules and procedures to govern the conduct of all complaints pursuant to Article 14 of the agreement within 90 days of undertaking the first vote on that issue.

§ 5. In the event that the User Council is at an impasse, resolution shall be treated in the same manner as a complaint and the process outlined in Article 14 of the agreement shall apply.



## **Article 22 General Terms**

§ 1. The parties to the agreement agree that the agreement is a complete expression of the terms herein, and any oral or written representations or understandings not incorporated herein are excluded.

§ 2. All the parties recognize that time is of the essence in the performance of the provisions of the agreement.

§ 3. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver/consent shall be in writing and signed by the party claimed to have waived/consented.

§ 4. Waiver of any default shall not be deemed a waiver of any other/subsequent default. Waiver of breach of any provision of the agreement shall not be deemed to be a waiver of any other, or subsequent, breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval of all parties to the agreement.

§ 5. Nothing herein shall limit, waive, or extinguish any right or remedy provided by the agreement, or by law, which any party may have in the event that the obligations, terms, and conditions set forth in the agreement are breached by any other party.

§ 6. Unless otherwise specified in the agreement, where a period of days is specified within which any notice is required to be provided and/or any action is required to be taken, the term shall refer to calendar days.

§ 7. Any notice to the User Council and/or Operations Manager, or to the Executive Council, shall be in writing and shall be addressed to the chairperson and/or manager of those respective bodies.

§ 8. If any of the provisions of the agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.





**FEDERAL DEPARTMENT OF DEFENSE**

*Signed:*

*Date:*

NAHOM.DAVID  
.S.1014390584

Digitally signed by  
NAHOM.DAVID.S.1014390584  
Date: 2024.01.22 16:24:47 -09'00'

22-Jan-24

DAVID S. NAHOM  
Lieutenant General, USAF  
Commander, Alaskan Command and Alaskan NORAD Region  
Department of Defense

(On behalf of All Participating DOD Agencies in Alaska)



**STATE OF ALASKA**

*Signed:*

*Date:* 1/10/2024

A handwritten signature in blue ink, appearing to read "Bryan Barlow". The signature is fluid and cursive.

BRYAN BARLOW  
Deputy Commissioner  
Department of Public Safety  
State of Alaska

(On Behalf of All Participating State and Local Agencies)

**ALASKA FEDERAL EXECUTIVE ASSOCIATION**

*Signed:*

*Date:*

**Jocelyn Fenton** Digitally signed by Jocelyn Fenton  
Date: 2024.01.03 16:09:07 -09'00'

JOCELYN FENTON  
President  
Alaska Federal Executive Association

(On behalf of All Participating Federal Non-DOD Agencies in the Alaska Federal  
Executive Association)