



**ALASKA LAND MOBILE RADIO EXECUTIVE COUNCIL
(A Federal, State and Municipal Partnership)**



MEMORANDUM FOR ALMR Executive Council

July 14, 2010

FROM: SOA Executive Co-Chair

SUBJECT: July 15, 2009, ALMR Executive Council Meeting Agenda

TO: See Distribution

1. **Call to Order.** Commissioner Annette Kreitzer, Executive Council Co-Chairman, will call the meeting to order at 1:30 p.m. Meeting will be held via teleconference. Roll will be taken. (5 Min)
2. **Opening Statements and Other Announcements.**
3. **Approval of Previous Meeting Minutes.** ALMR Executive Council Meeting draft minutes from May 20, 2010. (5 Min) (Atch 1)

Motion: Approve May 20, 2010, Executive Council meeting minutes, as written.

4. **Old Business.** (45 Min)

Revised draft Membership Agreement (Atch 2)

Background: At the May meeting, the Executive Council released the revised draft ALMR Membership Agreement for coordination by the Parties to the Cooperative Agreement. Comments were due back to the Operations Management Office no later than May 28; however, several entities were unable to meet that deadline. The comment period was further extended to June 15.

All new comments were consolidated into the final Comment Resolution Matrices (Atch 3) and are presented for discussion and possible vote.

5. **ALMR Project Status.** (5 min)
6. **User Council Update.** (Major Matt Leveque) (5 Min)

a. Approval of revised User Council Charter

Background: The User Council is required to review their charter annually, and update it, as necessary. The Charter was revised to include changes concerning the specific entities representing the Federal Non-DOD agencies and expected participation in monthly meetings. The changes were approved by motion and vote at the User Council June 2 meeting. In accordance with the User Council Charter, Article 3 - Goals and Objections, Section 3: "Adoption of the User Council Charter and its operating and administrative procedures are subject to approval by the Executive Council."

Therefore, the following motion concerning the revised User Council Charter (Atch 4) is presented to the Executive Council for approval.

Motion: Approve the User Council Charter, as revised.

b. Appointment of new Non-DOD Federal representative.

Background: Each of the four foundational entities is to be represented by three primary representatives and, at a minimum, three alternate representatives on the ALMR User Council. One of the Non-DOD Federal primary positions has been empty since Oct 2007. The participating Non-DOD Federal agency representative worked diligently with the President of the Alaska Federal Executive Association and nominated someone to fill the position.

In accordance with the User Council Charter, Article 5 - Membership, Section 1: "The Executive Council will approve the appointment of members and their alternates to the User Council." Therefore, the following motion is presented to the Executive Council for approval.

Motion: Approve the appointment of Mr. William Claar, USDA Forest Service Region 10, to the ALMR User Council as a primary Non-DOD Federal representative.

c. Extension of existing State-sponsored Membership Agreements.

Background: As discussed at the May 5 User Council meeting, collection of fees from agencies by the State of Alaska to meet the \$150,000 in general fund program receipts will probably be implemented in the second half of State Fiscal Year 2011 (December 2010).

Under the terms and conditions of System use, as set out in the Membership Agreement - Activation and Fees: "The cost share was determined by the cooperative partners, and will be reviewed on an annual basis, but not later than 30 June of each year." The Operations Manager, in cooperation and coordination with the ALMR User Council, whose authority is vested by the Executive Council (Cooperative Agreement, Article 6 - Organizational Structure and Users, Section 2.2) executes new Membership

Agreements annually with those agencies operating on the ALMR System. Normally, agreements are distributed annually in late May and early June, and must be returned no later than Jun 30.

Subsequently, State-sponsored agencies, that may be required to participate in the cost share pertaining to the program receipts, will not be able to execute their agreements until the program receipts are implemented. Having discussed this at their May 5 meeting, the User Council voted to extend all existing Membership Agreements until such time as they are superseded by a modified agreement but no later than December 31, 2010. The initial discussion centered specifically around extensions of membership agreements for those agencies sponsored on ALMR by the State only. The User Council elected to include everyone in the extended period since some agencies had already executed their FY2010 agreements but most had not.

Therefore, the following motion concerning existing Membership Agreements is presented to the Executive Council for approval.

Motion: All existing Membership Agreements shall be extended until such time as they are superseded by a modified agreement, but no later than December 31, 2010.

7. Operations Management Office (OMO). (Mr. Del Smith) (5 Min)

OMO metrics - provided in hard copy. (Atch 5)

8. New Business. (10 Min)

Approval of the System Change Request CR600-16_TCCS, Atwood VHF.

SOA ETS moved unused frequencies from Ted Stevens Anchorage International Airport and licensed one additional frequency to de-conflict channels 4, 8, 9, and 10 at the Atwood VHF site.

9. Next Meeting. The next meeting is scheduled for Aug 19, 2010, 1:30 p.m. at the DPS HQ Conference Room, 5700 E Tudor Road. (5 Min)

10. Adjourn Meeting.

//sent on behalf of//

ANNETTE KREITZER, Commissioner
State of Alaska, Executive Co-Chairman
ALMR Executive Council

5 Attachments:

1. Draft May 20, 2010 Executive Council Meeting Minutes
2. Draft Revised Membership Agreement
3. Combined Comment Resolution Matrices
4. Revised User Council Charter
5. OMO Metrics

Distribution:

SOA DPS, Commissioner Joseph Masters
SOA DPS, Deputy Commissioner Robert Gorder
SOA DOA, Deputy Commissioner Rachael Petro
AFEA, Ms. Pamela Bergmann
ALCOM/J6, Colonel George Hays
AML, Chief Jeff Tucker
MOA, Mr. Kevin Spillers
ALMR User Council, Major Matthew Leveque
ALMR OMO, Mr. Del Smith
ALCOM/J64, Mr. Timothy Woodall
SOA DOA, Mr. James Kohler
MOA, Mr. Trygve Erickson



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MEMORANDUM FOR ALMR Executive Council

July 14, 2010

FROM: SOA Executive Co-Chair

SUBJECT: May 20, 2010, ALMR Executive Council Meeting Minutes

TO: See Distribution

Executive Council Members Present:

Ms. Annette Kreitzer	Commissioner, State of Alaska Department of Administration (via teleconference)
Colonel George Hays	Department of Defense (DOD), Alaskan Command (via teleconference)
Ms. Pamela Bergmann	Non-DOD Federal Agency Representative, Alaska Federal Executive Association
Mr. Kevin Spillers	Municipality of Anchorage, Office of Emergency Management (via teleconference)
Chief Jeff Tucker	Alaska Municipal League, North Star Fire Department (via teleconference)

ALMR Project Team Members and Guests Present:

Ms. Rachael Petro	Deputy Commissioner, State of Alaska Department of Administration (via teleconference)
Major Matt Leveque	User Council Chair
Mr. Del Smith	Operations Manager
Mr. Tim Woodall	Department of Defense ALMR Project Manager
Mr. Jim Kohler	State of Alaska ALMR Program Manager
Mr. Trygve Erickson	Municipality of Anchorage Communications Director (via teleconference)
Mr. Joe Quickel	Department of Defense Project Team
Ms. Sherry Shafer	Operations Management Office

1. **Call to Order.** Commissioner Annette Kreitzer called the teleconference to order at 1:30 p.m.

2. **Opening Statements and Other Announcements.** There were no special announcements.

3. **Approval of Previous Meeting Minutes.** The motion to accept the April 21 meeting minutes was made by Ms. Pamela Bergmann and seconded by Colonel George Hays. There were no objections. **The motion was carried and approved.**

4. **Old Business.**

a. SOA FY11 OMO Budget.

Background: At the April 21 meeting, approval of the budget document was tabled in order to give Ms. Bergmann time to contact participating Non-DOD Federal agencies' contribution of funds toward the cost share. Ms. Bergmann had requested two weeks to coordinate with all the agencies. The Commissioner addressed Ms. Bergmann with regard to her ability to complete this. Ms. Bergmann responded that all participating Non-DOD Federal agencies had been contacted and apprised of DOD's request for payment of appropriate funds for FY11. In addition, she had requested contact information for each agency's contracting office (or equivalent) who could participate in a meeting with DOD representatives to discuss the appropriate mechanism for transferring funds to DOD. To date, contract information has been received from all but two agencies. Ms. Bergmann indicated she will be following up with those agencies and then working with DOD to identify a meeting date.

Ms. Bergmann asked for one point of clarification regarding the Cost Share; namely each whether agency's payment in FY11 would be the same amount as was identified in FY10 as stated at the April 21, 2010, ALMR Executive Council meeting or whether an agency's cost would increase or decrease in the number of radios at the end of calendar year 2009 differed from the number of radios at the end of calendar year 2008 (which was the basis for the FY19 costs).

Mr. Tim Woodall explained the amount for each agency was based on one total flat fee assigned to the Non-DOD Federal. This fee is to be divided by the total numbers of Non-DOD Federal radios on the ALMR System at the end of calendar year 2009. He clarified that costs per radio could vary year to year depending on the total number of radios on the System at the end of each calendar year.

Mr. Jim Kohler added for clarification that the Federal government and the State of Alaska had agreed to split the costs 50/50 and this was the Non-DOD Federal cost share portion as assigned by the Federal DOD.

The motion was revised to identify that the funds were approved for the upcoming State fiscal year.

Motion: Approve the FY2011 Operations Management Office and System Management Office Operating Budget with the understanding that additional operating costs are not funded at this time, but will be readdressed in the FY2012 budget.

The motion was made by Commissioner Kreitzer and seconded by Colonel Hays. There were no objections. **The motion was carried and approved.**

b. Cost Share Cooperative Agreement.

Background: Commissioner Kreitzer reminded the group that at the last meeting the council had approved the Cooperative Cost Share Agreement covering the period starting on July 1, 2010 and continuing through June 30, 2011

Both Commissioner Kreitzer and Colonel Hays had signed the Cost Share Cooperative Agreement at that time. Ms. Bergmann had not had time prior to the meeting to review the agreement or verify with her represented agencies that they were comfortable with her signing on their behalf. After reviewing the agreement, Ms. Bergmann had some changes that were subsequently approved by the other cooperative partners, via email vote. Additionally, Ms. Bergmann stated she had not received any comments on the agreement from participating Non-Federal DOD agency representatives.

The motion was updated to read:

Motion: Approve the extension of the Cost Share Cooperative Agreement for State Fiscal Year 2011.

The motion was made by Commissioner Kreitzer and seconded by Ms. Bergmann. There were no objections. **The motion was carried and approved.**

Both Commissioner Kreitzer and Ms. Bergmann had signed the updated agreement. Mr. Woodall to hand carry the agreement to Colonel Hays for his signature. Upon final signature, the Operations Management Office will provide copies to the members.

c. Revised draft Membership Agreement

Background: At the April 21, 2010, meeting, the User Council forwarded the revised draft Membership Agreement to the Executive Council for approval of release. The council agreed to release the document for coordination with their appropriate legal offices and represented entities.

As of this meeting, coordination was ongoing, but incomplete. The Non-DOD Federal agency members, Alaskan Command, and Elmendorf Air Force Base had reviewed the agreement with only minor changes. Still outstanding is the State of Alaska, US Army Alaska (USARAK), and Eielson Air Force Base.

The council agreed that all coordination should be completed no later than May 28. This date would allow any further language revisions to be reviewed and any differences resolved prior approval by the Executive Council and the OMO sending the agreements out to the agencies on the System for signature for SOA FY11 no later than July 1.

The following motion was proposed.

Motion: Pertaining to the revised draft ALMR Membership Agreement, the review by all parties and their represented entities shall be completed and comments provided to the Operations Management Office no later than May 28, 2010.

The motion was made by Commissioner Kreitzer and seconded by Colonel Hays. There were no objections. **The motion was carried and approved.**

5. ALMR Project Status.

a. SOA Program Manager update. Mr. Jim Kohler stated the State had crews currently working on the Ketchikan site and expected it to be in site trunking by June 30. Completion of the Haines site was being hindered by late season snow.

b. DOD Project Manager update.

1) Mr. Woodall briefed the council that the DOD requires the Defense Information Assurance Certification and Accreditation Process (DIACAP) be periodically re-accomplished. The current certification on ALMR expires next year. The contract for that review has been initiated and is in progress.

There are two problem areas currently noted: 1) Motorola® will no longer manage updates to server software and operating systems using the same version ALMR is using. This will be effective January 1, 2011; and 2) the Municipality of Anchorage is terminating their maintenance agreement with Motorola. These both create insecurities in the current system and sustainment of the DIACAP. Mr. Woodall noted the risks and mitigation solutions are yet to be identified and this information was provided to the council for informational purposes only at this time.

2) Mr. Woodall advised the council that the Office of Emergency Communications 'Barriers to ALMR' draft report is approximately 80 percent complete.

Mr. Woodall stated he would request a copy of the current draft, as it stands, and report the status of the letter and response. Ms. Bergmann asked what venue would be used to address this. Mr. Woodall stated he would go through the Operations Management Office.

3) Mr. Woodall briefed the council on the evaluation conclusion from US Northern Command (NORTHCOM) regarding the recent exercises involving the Transportable Communications Systems at Forward Operating Base (FOB) Sparta on Fort Richardson and in Valdez.

The report stated overall ALMR was a robust System. It also pointed out that the National Guard radios were not properly programmed and there was a general lack of knowledge on how to use them. This is a repeat issue for the National Guard from previous exercise evaluations. Training is, and has been, an on-going issue.

Commissioner Kreitzer asked if there was a portion of the report that the council could be copied on. Mr. Woodall stated he would compile the appropriate comments from the After Action Report (AAR) and provide them to both the Executive and User Councils.

6. User Council Update.

a. Major Matt Leveque thanked Commissioner Kreitzer for addressing the User Council at their May 5 meeting and updating them on the outcome of the State budget decisions.

He had one concern on the message that was currently being put out to the municipalities and non-governmental organizations (NGOs). That message was that the calculation for the cost share per radio was going to be based on all the radios operating on ALMR as of December 31, 2009. He is concerned that this figure is a gross 'under cost' representation as to the cost per radio for municipal/local radios. He asked if the State had put anything together yet on their intent as to how this would be meted out. Commissioner Kreitzer stated that they were currently drafting ideas on how to accomplish this. Mr. Kohler advised that the State has not formally put out the numbers to be used for the cost share allocation.

Major Leveque requested the State put together a worst case scenario and present it at the next User Council meeting. He is gravely concerned that there appear to be moves by some municipalities and NGOs to approach the Department of Military and Veteran Affairs (DMVA) to get equipment to support and refurbish their legacy systems. He is disconcerted hearing agencies are looking at leaving ALMR due to the proposed cost share decision.

Commissioner Kreitzer asked where he had heard this. Major Leveque stated it had been discussed at the Alaska Interoperability Communications Committee (AKICC) meeting. He stated the DMVA uses the AKICC to for vetting grant applications. The Commissioner asked Chief Tucker if he could provide any further details to clarify this issue. The Chief stated these were agencies not currently on ALMR but who did have the potential to be on. DMVA can approve grants for the purchase of radios which are narrowband compliant, but not initially ALMR compatible.

b. Ms. Bergmann stated she had one related announcement pertaining to the long-standing vacant Non-DOD Federal User Council position. She indicated she had been in contact with Mr. Kevin Fryslie, President of the Alaska Federal Executives Association, and understood that he had identified one primary and one alternate representative to fill the vacant Non-DOD Federal User Council position. A recommendation should be forthcoming to the Executive Council.

She stated that under the 2007 version of the User Council Charter, there are three Non-DOD Federal User Council positions: one from the Federal Bureau of Investigation, one from the U.S. Department of Interior, and one from the Transportation Security Administration. Mr. Del Smith, Operations Manager, stated that the charter is currently under revision and that position would be changed to read 'Non-DOD Federal Agencies - All Others' to mirror the municipality representatives council make up.

7. Operations Management Office (OMO).

a. Mr. Smith advised the council with regard to the spike in busies noted for the month of April as annotated in the OMO metrics slides. The increase was attributed to the concurrent Arctic Edge, Vigilant Guard, Alaska Shield exercises.

b. Mr. Smith advised that the current Cooperative Agreement should probably be looked at for language revisions. It was written during the Project Phase prior to the System being operational. There were many references to "The Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority" when delegating and assigning responsibilities. This needs to be updated to reflect the Operations Management Office/Operations Manager, as the designated agent for the Executive Council.

Mr. Smith also noted, as a follow up to the previous discussion at the April meeting regarding the budget development process and timeline, that the current language in the Cooperative Agreement does not impede the budget preparation. It merely states a 'no later than' date. Keeping that in mind, the budget will for SOA FY12 will be approximately nine months ahead of mandated timeline imposed by the Cooperative Agreement. The draft will be presented to the User Council at their June meeting and to the Executive Council at their August meeting.

The council agreed to review the updated Cooperative Agreement in its entirety versus one chapter at a time.

8. New Business.

a. Proposed Army divesture of sites. Mr. Kohler stated the State is still waiting on the materials promised at the meeting with Mr. Williams from USARAK. There was nothing to report until receipt of the materials and subsequent review. Mr. Woodall stated that Mr. Williams had said the documents were under legal review at US Army Pacific (USARPAC), which is USARAK's higher headquarters.

b. Mr. Kohler stated the letter regarding the Barriers to ALMR was hand delivered to the OEC. Mr. Woodall asked if the State had received any response at this time. Mr. Kohler and Commissioner Kreitzer stated they had not. Mr. Woodall to follow up with OEC.

9. Next Meeting. The next regularly scheduled meeting is June 17, at 1:30 p.m. in the AST Training Conference Room. Ms. Bergmann stated that she was unavailable due to being out of state working on the Gulf oil spill and return on approximately June 24. Major Leveque also stated he would also be unavailable that day.

Commissioner Kreitzer noted she also had conflicts with having a meeting on June 24. She requested the OMO send out an email request for availability to determine when the June meeting could be held.

10. Adjourn Meeting. There was no formal motion made to end the meeting. The meeting adjourned at 2:44 p.m.

ANNETTE KREITZER, Commissioner
State of Alaska, Executive Council Co-Chair
ALMR Executive Council

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MOA, Mr. Trygve Erickson



Alaska Land Mobile Radio Communications System Membership Agreement

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 (the) ALMR Communications System Cooperative Agreement and approval by the Executive Council.

This Membership Agreement is for the period of (insert start date here)(or date of signature) to (insert stop date here), entered into by and between (the Member aka User) (insert agency name here), whose address is (insert agency address here), and the Alaska Land Mobile Radio (ALMR) Executive Council, whose designated representative is the ALMR Operations Management Office, 5900 E. Tudor Road, Anchorage, AK 99507-1245.

I. PURPOSE

ALMR is a multi-site dedicated public safety wireless communications system providing all-weather mobile coverage to its member agencies. Member agency benefits and services include, but are not limited to, a Project 25 compliant system, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, microwave system connectivity, encryption availability, emergency alert availability, private calling availability, system security, radio interoperability, system management, assistance to User agencies for radio code plug development and subscriber unit familiarization, operations management support including, but not limited to those products and services listed in the Operations Management Office (OMO) and System Management Office (SMO) Customer Support Plans.

Every effort will be made to keep the ALMR System operational 24/7. However, both the member agency and ALMR acknowledge that there may be situations where planned and unplanned System outages may occur. ALMR will make every effort to avoid service disruptions, will promptly notify member agencies of disruptions, and will make every effort to respond and restore interrupted service in a timely manner. However, acknowledging that service disruptions are likely, ALMR System infrastructure owners will not be liable for any resulting impact from such disruptions.

II. DEFINITIONS

- A. Abuse of User Privileges:** repeated violation of System guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and direction of the Executive Council. A decision by the Executive Council is final and non-appealable.
- B. Alaska Land Mobile Radio (ALMR) Communications System:** the ALMR Communications System, which uses but is separate from the State of Alaska Telecommunications System (SATS), as established in the Cooperative Agreement. The ALMR System is a digital, trunked, wide-area network (WAN), shared system between the Department of Defense (DOD), the ~~Alaska~~ Federal Executive Association (~~A~~FEA) ~~of Alaska~~ (excluding DOD), the State of Alaska (SOA), the Alaska Municipal League, and the Municipality of Anchorage.
- C. Alaska Municipal League:** a voluntary non-profit organization in Alaska that represents member local governments.
- D. AST – Alaska State Troopers.**
- E. Cooperative Agreement:** the instrument that establishes ALMR and sets out the terms and conditions by which the system will be governed, managed, operated and modified by the Parties signing the Agreement.
- F. Department of Administration (DOA):** a State of Alaska (SOA) department that maintains the SOA Telecommunication System (SATS) and provides information technology (IT) and communications technical support to state agencies.
- G. Department of Defense – Alaska:** Alaskan Command, US Air Force and US Army component services operating under United States Pacific Command.



Alaska Land Mobile Radio Communications System Membership Agreement

- H. **Emergency Alarm** – a Project 25 feature, when enabled, allows a Member to transmit an emergency alarm to their dispatch center.
- I. **Executive Council:** the ALMR Executive Council which is made up of members and associate members from the State of Alaska representing state agencies, the Alaska Municipal League, the Federal Executive Association of Alaska, the Department of Defense – Alaska, and the Municipality of Anchorage.
- J. **Alaska Federal Executive Association (AFEA):** the organization that represents federal government entities, agencies and organizations, other than the Department of Defense, that will operate on the shared ALMR system infrastructure.
- K. **Gateway** - a device that allows a disparate radio to communicate real time, overcoming spectrum, formatting, and other technical challenges. ALMR utilizes MotoBridge™ gateways.
- L. **Information Assurance (IA):** protects and defends 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.
- M. **Membership Agreement:** the agreement entered into between the ALMR Operations Management Office, as the designated agent for the Executive Council, and a user agency, which sets forth the terms and conditions under which the System provides services to a user agency and the user agency's responsibilities while operating the System.
- N. **Municipality of Anchorage (MOA):** The MOA covers 1,951 square miles with a population of approximately 278,000. 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.
- O. **Non-Proprietary Talkgroup** – a talkgroup assigned during a multi-agency operation, such as a central dispatch. A non-proprietary talkgroup is not member-exclusive and is cooperatively shared by participating Members.
- P. **Operations Manager:** the 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 System operational or repair decisions. In coordination with the User Council, the Operations Manager establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the Service Level Agreement.
- Q. **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.
- R. **Party/Parties:** one or more Parties who have signed the Agreement (Cooperative Agreement). The Parties to the agreement are: Department of Defense - Alaska, the Federal Executive Association of Alaska, and the State of Alaska Department of Administration's commissioner or commissioner's designee, respectively or collectively.
- S. **P25 Standards:** the P25 suite of standards involves digital Land Mobile Radio (LMR) services for local, state and national (federal) public safety organizations and agencies. P25 is applicable to land mobile radio (LMR) equipment authorized or licensed, in the U.S., under the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC) rules and regulations.
- T. **Partitioned System Management** – the responsibility residing in an agency as the ALMR system manager/operator on behalf of that entity alone to perform systems management as defined in separate memorandums of agreement.
- U. **Proprietary Talkgroup** – an exclusive talkgroup assigned to a single, specific agency.
- V. **Radio** – either a Project 25 compliant control station, consolette, mobile or portable radio, which has a unique identification number and is assigned to the ALMR.
- W. **Radio Programming** – fleetmapping, template programming and reprogramming, and assignment of talkgroups within ALMR.



Alaska Land Mobile Radio Communications System Membership Agreement

- X. State of Alaska (SOA):** the primary maintainer of the SATS (the State's microwave system), and shared owner of the System.
- Y. State of Alaska Telecommunications Systems (SATS):** The State of Alaska statewide telecommunications system microwave network.
- Z. Super System Management** – the responsibility residing with the Operations Manager/System Manager on behalf of all ALMR members that include, but are not limited to:
 - 1. Assign radio use priorities;
 - 2. Assign radio identification numbers;
 - 3. Manage talkgroups to assure appropriate use of ALMR;
 - 4. Set standards for the selection and supervision of ALMR personnel;
 - 5. Enforce guidelines, procedures, and protocols governing the operation of radios on ALMR;
 - 6. Generate and use statistical data and reports concerning member agency talkgroups, call duration, call types, busy signals, and other data analyses and reports; and
 - 7. Enforce termination of the Membership Agreement when a member agency's conduct or action(s) cause systemic and/or continuous ALMR operation problems.
- AA. System Management Office:** the team of specialists responsible for management of operations of the System.
- BB. Talk group:** a unique group of radio Users that can communicate with each other. (NOTE: Talkgroups differ from regular and conventional radio channels in which they are not restricted to a certain radio frequency and may use up to 21 separate frequencies that are assigned by a controller on a control channel.)
- CC. Template** – the software programmed in a radio which controls the radio functions and communication capabilities.
- DD. User/Member:** an agency, person, group, organization or other entity which has an existing written Membership Agreement, with one of the Parties to the Cooperative Agreement, to operate on ALMR. The terms user and member are synonymous and interchangeable.
- EE. User Council:** the User Council is 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.

III. ALMR COMMUNICATIONS SERVICES

Services provided are listed in the Operations Management Office and System Management Office Customer Support Plans at <http://www.alaskalandmobileradio.org>.

IV. GENERAL PROVISIONS

- A. ALMR Mobile Radio Coverage** – ALMR provides mobile radio communication coverage to the Member subject to the Member's compliance with recommended optimal performance standards for equipment, antenna installation, and maintenance. If the member agency detects possible ALMR network infrastructure malfunctions or radio communication coverage loss, the Member should first contact its equipment service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should promptly notify the Help Desk. The Help Desk will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the member agency. Coverage is not guaranteed and will vary from location to location. The member agency is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its geographic jurisdiction.
- B. Private Calling Availability** – an agency may choose to avail itself of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-



Alaska Land Mobile Radio Communications System Membership Agreement

on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up ALMR System resources. Consequently, a determination of the need and potential impact on the system will be made by the System Management Office when such a request is received from member agencies.

- C. Electronic and Infrastructure Maintenance** - ALMR provides complete monitoring, inspection, and maintenance programs for all ALMR radio sites and system infrastructure in operation at those sites regardless of infrastructure ownership through contracts and memorandums of agreement. ALMR staff and its certified vendors and partners provide proactive system repair and maintenance, extending the life and performance of ALMR for the direct benefit of all Members.
- D. System Redundancy and Security** - ALMR provides a system redundancy called fault tolerance. With fault tolerance, a single point of failure will generally not result in negative system wide performance. Many redundant and backup systems within ALMR are designed to eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the System will continue to function in a site-trunking communication manner.
- E. Performance Standards and Monitoring** – ALMR utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System management is maintained at the System Management Office and zone controllers on a daily basis. ALMR staff adhere to stringent quality standards of installation and maintenance through scheduled automated testing of all sites, monitoring of Member satisfaction on a regular basis, tracking of Member problems and service requests, monitoring of scheduled and unscheduled system downtime, oversight of system traffic performance, drive testing within system, collection and analysis of empirical data, and planned system upgrades and enhancements.
- F. Upgrades and Enhancements** – upgrades are changes made to ALMR infrastructure to assure compliance or to improve upon previously existing features and operations of ALMR. Some upgrades may be provided to all member agencies at no additional charge. Enhancements are modifications made to ALMR services or systems that add functions or features not originally part of ALMR or the services requested by the member agencies. Such enhancements made to the infrastructure may also require an upgrade or replacement of user subscriber assets. To access such enhancements and features, it is solely the responsibility of the user to upgrade their subscriber assets. Enhancements may necessitate an adjustment in all member agencies fees.
- G. Gateway Use** - Use of gateway(s) is available to all ALMR members on the system. Specific protocols, policies, procedures and talkgroup agreements for agencies are required and can be developed and coordinated through the Operations Management and System Management Offices.
- H. Information Assurance** – as provided through the Department of Defense Information Assurance Certification and Accreditation Process.
- I. OMO Standards Measurement and Trends** – as provided by the Operations Management Office Customer Support Plan and the Service Level Agreement.
- J. Quality Assurance Evaluation** – quality assurance evaluations as evaluated against the standards in the contract statement of work.
- K. 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 describes the maintenance standards for the ALMR system infrastructure. ALMR cost share services are also outlined in the SLA.

V. MEMBERSHIP OBLIGATIONS

- A. Activation and Member Fees** – Any fees/charges are determined by the Parties to the Cooperative Agreement and provided to the Operations Management Office for inclusion in the Membership Agreement. The Parties (signatories) to the Cooperative Agreement will be responsible for all actions concerning billing, collection, and accounting for fees/charges billed to member agencies under their area of responsibility. Agencies operating on the System are

Comment [p1]: AFEA comment: This section includes two versions of Part A. The Executive Council will need to discuss which version of Part A to include in the revised Membership Agreement and what additional revisions need to be made Part A. I am including comments on both versions.

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Comment [p2]: AFEA suggestion: Revise to read, "The State of Alaska Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning and costs associated with billing, collecting, and accounting for fees/charges billed to Member agencies under its area of responsibility. The DOD Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning and costs associated with billing, collecting, and accounting for fees/charges billed to non-DOD Federal Agency Members."

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**Alaska Land Mobile Radio Communications System
Membership Agreement**

responsible for requesting sufficient funds in advance to cover the annual cost of operating on ALMR based on cost share and declaring such funds to the sponsoring Party. The member agency will pay (insert agency cost share and applicable FY here). ~~The e~~Cost share ~~was is~~ determined by the cooperative partners, and will be reviewed on an annual basis, but not later than 30 June of each year. The Parties to the Cooperative Agreement will be responsible for all actions concerning billing, collection, and accounting for fees/charges billed to member agencies under their area of responsibility.

A. Activation and Member Fees (Note: This Is Not An Invoice) – Not later than June 30 each year, the Parties (signators) to the Cooperative Agreement will determine the cost shares of individual Members. Those cost shares, together with any other assessed fees or charges, will be provided by the Parties to the Operations Management Office for inclusion in the Membership Agreement for each individual Member. Each Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning, and costs associated with, billing, collection, and accounting for the fees/charges billed to the Member agencies for which that Party is responsible. Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member's annual cost share and any other assessed System fees.

B. Funding Obligation – As outlined in the Cooperative Agreement, Article 9, Funding and Expenditures, agencies will make every effort to obtain appropriations annually to fund their responsible cost share as defined in paragraph A above. Federal government member agencies will identify the projected amounts and sources of projected funding in writing within the first quarter of each federal fiscal year for the next contract year in writing to their sponsoring Party, upon first availability of fiscal funds within the first quarter of each federal fiscal year (October 1, XXXX – September 30, XXXX), or in those years when funding is not received until later, upon first availability of funds in the second quarter, for the next contract year beginning July 1. State or Local government member agencies, not later than the end of the second quarter of each calendar year, or as soon as funds are approved by the State legislature or other applicable funding authority, will identify the amounts and sources of projected funding for the next contract year, beginning (July 1, XXXX – June 30, XXXX) in writing to their sponsoring Party.

As of the date of this Agreement, the cost share of the Member signing below for fiscal year _____ is estimated at: \$ _____. This estimated amount is provided for the Member's informational purposes only. Any and all costs will be assessed and invoiced separately by the Sponsoring Party.

C. Member Radio Equipment – Member agencies may only use ALMR-approved radio equipment. Member agencies are responsible for acquiring their own equipment. A list of acceptable radio equipment is available on the ALMR website or from the System Management Office. This list will be updated from time to time.

D. Radio Maintenance and Repair – Member agencies is responsible for proper maintenance and repair of its radio subscriber equipment. This assures that the member agency's radios are in optimal operating order and will not have an adverse impact on other Members' use of ALMR.

E. No Personal Business – No personal business may be conducted on ALMR by the Member, its employees, or authorized agents, including volunteers and the member agency's service provider.

Comment [p3]: AFEA suggestion: Revise to read, "Cost share fees/charges are determined..."

Comment [p4]: AFEA comment: If this paragraph is retained, this sentence needs to be deleted since it duplicates sentence 2 in this paragraph.

Comment [p5]: AFEA comment: This note is unnecessary and should be deleted.

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Comment [p6]: AFEA suggestion: Revise to read, "cost share fees/charges"...

Comment [p7]: AFEA suggestion: Revise to read, "Those cost share fees/charges will be provided...."

Comment [p8]: AFEA suggestion: Revise to read, "The State of Alaska Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning and costs associated with billing, collecting, and accounting for fees/charges billed to Member agencies under its area of responsibility. The DOD Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning and costs associated with billing, collecting, and ..."

Comment [p9]: AFEA suggestion: Revise to read, "Each member on the System is ..."

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Comment [p10]: AFEA comment: Revise to read, "The Member Agency's cost share ..."

Comment [p11]: AFEA comment: This sentence needs to be deleted, since each ..."

Comment [p12]: AFEA comment: The information in this sentence has already been ..."

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Comment [p13]: AFEA suggestion: Revise to read, "Member agencies are responsible...."



**Alaska Land Mobile Radio Communications System
Membership Agreement**

- F. Compliance with Federal, State and Local Laws** – Member agencies will comply with all current and future Federal, State and local laws, rules, and regulations, as they relate to consolidated public safety dispatching.
- G. Compliance with Guidelines, Procedures, and Protocols** – The member agency will comply with all guidelines, policies, procedures, and protocols governing the operation and use of the ALMR System as established by the User Council, approved by the Executive Council, and enacted by the Operations Management or System Management Offices. Member agencies will comply with all directives of the Executive Council, including but not limited to those listed in this Membership Agreement. Copies of policies and procedures are available to the member agencies through the Operations Management Office or at <http://www.alaskalandmobileradio.org>.
- H. Member POC** - The Member will identify a central point of contact (POC) to serve as its liaison to the ALMR System Management Office. The POC will be responsible for authorization of template modifications, coordination of new radios onto ALMR, providing fleetmapping data for record keeping purposes, providing after hour emergency telephone numbers, and attending meetings necessary for the safe and efficient operation of ALMR.
- I. Security** - All management console or dispatch console operators shall complete the required ALMR IA Training prior to obtaining ALMR System user credentials. All System users shall comply with the ALMR IA Policies. No agency shall allow the connection of unauthorized components to the system or to any port on the system. Agencies shall ensure no non-standard, unapproved applications are loaded on ALMR computers, servers, or routers. Agencies shall ensure no unauthorized personnel are allowed access to system management components (e.g. management consoles). Agencies shall ensure encryption is used whenever appropriate. Agencies shall comply will all Information Assurance controls, policies, procedures, and processes.
- J. Corrective Action** – In order to protect the integrity, security, safety, and efficient operation of ALMR for all its member agencies, member agencies will take appropriate corrective action against any of its employees who violate ALMR guidelines, procedures, or protocols including those set out in this Membership Agreement.
- K. System Management** – Member agencies will comply with System Management direction in order to assure the safe and efficient operation of ALMR for all Members.
- L. Trained Personnel** - Member agencies will not permit any employee or other personnel, including volunteers, to use ALMR until such individual(s) have received radio user training.
- L.M. AFEA Role** - by signing this Membership Agreement as an Authorized Party Signatory, the AFEA Participating Non-Federal DOD Representative is not required to fulfill any or all unmet obligations agreed to by the Authorized Member in this Membership Agreement; nor is the AFEA Participating Non-Federal DOD Representative authorized to obligate any Authorized Member to expend any funds or take any action.

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Comment [p14]: AFEA comment: Correct to read, "Non-DOD Federal Representative".
Comment [p15]: AFEA comment: Correct to read, "Non-DOD Federal Representative".

VI. DISPUTE RESOLUTION

If any issue of ALMR non-performance arises under this Membership Agreement, the parties to the Cooperative Agreement agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. They will consider the details of the nonperformance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the non-performance issue shall be directed to the Executive Council who will consult with and seek advice from the User Council on resolution of the non-performance issue. A decision by the Executive Council is final and non-appealable.

VII. GOVERNANCE



Alaska Land Mobile Radio Communications System Membership Agreement

- A. Executive Council** - The Executive Council provides direction for the administration and operation of ALMR. The Executive Council is charged with responsibility to review and approve recommendations regarding future ALMR System features and enhancements, review and advise on customer service complaints, non-performance issues and potential member agency termination because of abuse of user privileges. The Executive Council takes advice from the User Council and other committees, working groups, and advisory panels set up by the Executive Council to assist them in making determinations on policy and direction.
- B. User Council** – The User Council establishes policies and procedures regarding the operation of ALMR. The User Council is responsible for 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 operations of the System. The User Council, through the OMO, oversees the development of System operations plans, procedures and policies under the direction and guidance of the Executive Council. (Members of the Executive Council and User Council are listed at www.alaskalandmobileradio.org.)

VIII. DURATION, CANCELLATION, & TERMINATION OF MEMBERSHIP

Agency membership on ALMR will remain in effect until canceled or terminated by the member agency upon 30 days written notice. The Membership Agreement, between the member agency and the Executive Council, may be terminated for violation(s) of the terms and conditions of the Cooperative Agreement (inclusive of its appendices) upon 30 days written notice to the member agency. Termination for cause, or departure at the request of the agency, does not relieve the member agency of their financial obligations for the inclusive term of the membership (as specified on page one). **Each agency shall be responsible for payment in full for their projected usage (as specified on page one). Funds collected are obligated toward the next contract year, beginning July 1, and cannot be refunded.** Termination is subject to review and approval by the Executive Council.

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Comment [p16]: AFEA note: This comment was attributed to me in the comment matrix; however, it was not my comment. The intent of this comment needs to be discussed by the Executive Council.

Comment [p17]: AFEA note: This comment needs to be discussed by the Executive Council; it does not appear to below in this section of the agreement.

IX. TERMINATION ASSISTANCE

If this Membership Agreement is canceled or terminated for any reason, ALMR will provide all reasonable assistance requested by the member agency to allow for the orderly transfer of services.

X. MISCELLANEOUS

- A. Waiver** – the failure of a signatory to insist upon strict adherence to any term of this Membership Agreement shall not be considered a waiver or deprive the signatory of the right thereafter to insist upon the strict adherence to that term of the Membership Agreement.
- B. Modification** – this Membership Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the signatories to the Membership Agreement and approved by the Executive Council.
- C. Governing Law** – this Membership Agreement shall be governed by, and construed in accordance with the laws of the State of Alaska, and any and all applicable federal laws.
- D. Headings** – the headings given to the sections and paragraphs of this Membership Agreement are inserted only for convenience and are in no way to be construed as part of this Membership Agreement, or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. Independent Contractor Relationship** – the relationship between ALMR and member agencies is that of an independent contractor and client. No agent, employee, or servant of ALMR shall be deemed to be an employee, agent, or servant of the member agencies. Member agencies will be



**Alaska Land Mobile Radio Communications System
Membership Agreement**

solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Membership Agreement.

XI. SPECIAL PROVISIONS

- A. Funding Obligation – Per the Cooperative Agreement, Article 2, Section 11, and Article 9, Section 7, and as further noted in Article 11, Section 6, nothing contained in this Membership Agreement shall be construed as binding the member agency to expend in any one fiscal year any sum in excess of appropriations made by Congress, the Alaska Legislature, a city council, a borough assembly, or a board of directors for the purposes of this Membership Agreement for that fiscal year, or to be obligated to make an expenditure of money in excess of such appropriations.
- B. Liability –the signatories to this Membership Agreement accept responsibility for any property damage, injury or death, caused by the deliberate acts or omissions of their respective employees acting within the scope of their employment under this Membership Agreement to the fullest extent permitted by law.

Comment [p18]: AFEA suggestion: Revise to read, "...excess of available appropriations..."

XII. NOTICES

All notices given under this Membership Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the member agencies as follows: **(fill in all gray fields, as applicable)**

Agency Name _____
 POC Name _____
 Address 1 _____
 Address 2 _____
 City _____
 Zip code _____
 Phone _____
 Cell _____
 Fax: _____
 Attention _____
 E-mail _____

Address changes will be effective seven (7) days after notice of such change is given. This Membership Agreement shall become effective as of the date of the last signature.

AUTHORIZED MEMBER SIGNATORY:

AUTHORIZED PARTY SIGNATORY:

Agency Name _____
 Representative Name _____
 Representative Title _____
 Signature _____

Agency Entity Name _____
 Representative Name _____
 Representative Title _____
 Signature _____



**Alaska Land Mobile Radio Communications System
Membership Agreement**

Date _____

Date _____

Execution of this Membership Agreement may only be made by a duly authorized representative of the member agency/local unit of government.

Alaska Land Mobile Radio
Attention: Operations Management Office
5900 East Tudor Road, Suite 121
Anchorage, Alaska 99507-1245

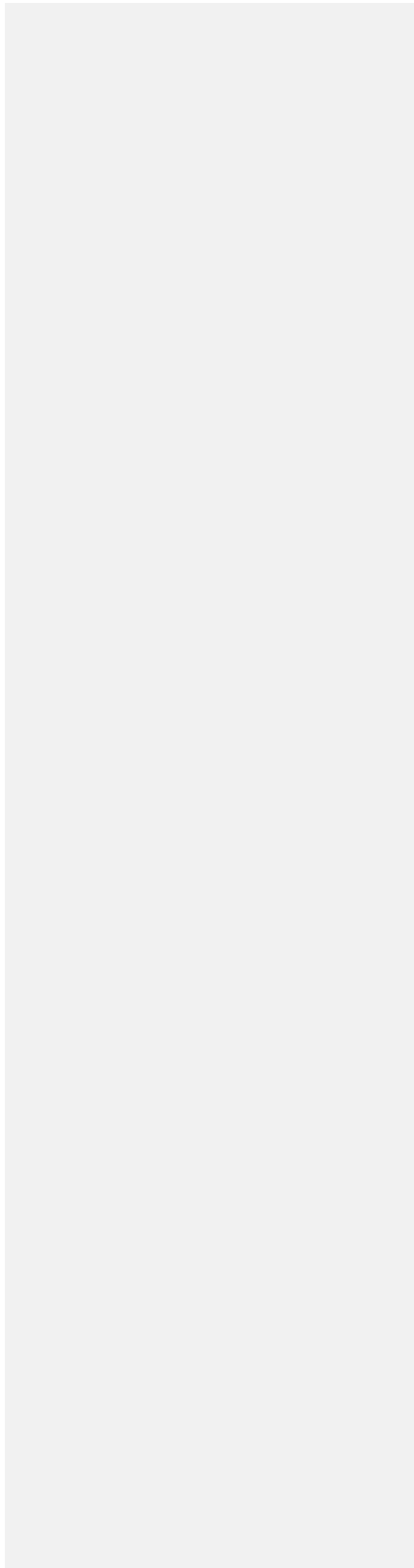
Approval

Del Smith
Operations Manager

Signature

Date

DRAFT



Comment Resolution Matrix

ORG/ REVIEWER	Page #	Para #	Line #	Class	Comments	A/R/P
Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil	1	Second from the top	1	U	<p>Critical: Term of agreement was not be specified.</p> <p>Recommendation: Change to read, "This Membership Agreement ("Agreement"), for the period of (insert start date here) (or date of signature) to (insert stop date here), is entered into by ..."</p> <p>Rationale: The agreement should have a specified term with financial obligations tied to the Cost Share in effect during the contract year that corresponds with the agreement term.</p> <p>Comment:</p>	
Alaska Federal Executive Association Pamela Bergmann 907-271-5011 Pamela_Bergma nn@ios.doi.gov	1	Part II.B.	5	U	<p>Administrative: Correction to association name.</p> <p>Recommendation: Change “Federal Executive Association” to read: “Alaska Federal Executive Association.” Change “FEA” to read: “AFEA”.</p> <p>Rationale: References to the association need to be corrected to match the association’s name.</p> <p>Sponsor Comment:</p>	
Alaska Federal Executive Association Pamela Bergmann 907-271-5011 Pamela_Bergma nn@ios.doi.gov	2	Part J.	1	U	<p>Administrative: Correction to association name.</p> <p>Recommendation: Change “Federal Executive Association” to read: “Alaska Federal Executive Association.” Change “FEA” to read: “AFEA”.</p> <p>Rationale: References to the association need to be corrected to match the association’s name.</p> <p>Sponsor Comment:</p>	

<p>Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>	<p>4</p>	<p>Section V Para A</p>	<p>1</p>	<p>U</p>	<p>Critical: Clarification of cost share responsibilities of the member.</p> <p>Recommendation: Change to read, "Any fees/charges are determined by the Parties to the Cooperative Agreement and provided to the Operations Management Office for inclusion in the Membership Agreement. The Parties to the Cooperative Agreement will be responsible for all actions concerning billing, collection, and accounting for fees/charges billed to member agencies under their area of responsibility. Agencies operating on the System are responsible for requesting sufficient funds in advance to cover the annual cost of operating on ALMR based on cost share and declaring such funds to the sponsoring Party. Cost share is determined by the cooperative partners, and will be reviewed on an annual basis, but not later than 30 June of each year.</p> <p>Rationale: Per the Cooperative Agreement, Article 11 - Cost Recovery and User Agreements, the membership agreement is to identify a members' cost share obligation. Language clarifies member's responsibilities to obtain and report funding to the sponsor.</p> <p>Comment:</p>	
<p>State of Alaska, Dept. of Law Michael Nave, Asst. Atty. Gen. 907-269-5042 michael.nave@alaska.gov</p>	<p>4-5</p>	<p>Section V, para. A</p>	<p>1</p>	<p>U</p>	<p>Critical: Currently, Section V(A) of the Membership Agreement (MA) purports to set out what each Member “will pay” for the fiscal year. In order to prevent misunderstandings or arguments from Members that the MA sets out a maximum cost-share amount that can be assessed, Section V(A) should be clarified re how the MA’s system of cost-share estimates and cost-share billings is intended to work.</p> <p>Recommendation: Change the wording of Section V(A) of the Membership Agreement to read:</p> <p>V. MEMBERSHIP OBLIGATIONS</p> <p>A. Activation and Member Fees (Note: This Is Not An Invoice) –Not later than June 30 each year, the Parties to the Cooperative Agreement will determine the cost shares of individual Members. Those cost shares, together with any other assessed fees or charges, will be provided by the Parties to the Operations Management Office for inclusion in the Membership Agreement for each individual Member. Each Party to the Cooperative Agreement will be responsible for all actions concerning billing, collection, and accounting for the fees/charges billed to the Member agencies for which that Party is responsible.</p>	

					<p>Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member’s annual cost share and any other assessed System fees.</p> <p>B. As of the date of this Agreement, the cost share of the Member signing below for fiscal year _____ is estimated at: \$_____. This estimated amount is provided for the Member’s informational purposes only. Any and all costs will be assessed and invoiced separately by the Sponsoring Party.</p> <p>Rationale: See above.</p> <p>Sponsor Comment:</p>	
<p>Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>	5	Section V (A)	para	U	<p>Critical: Address USARAK concern on additional administrative costs associated with billing being passed on to agencies.</p> <p>Recommendation: Change to read, "Activation and Member Fees (Note: This Is Not An Invoice) – No later than June 30 each year, the Parties (signatories) to the Cooperative Agreement will determine the cost shares of individual Members. Those cost shares, together with any other assessed fees or charges, will be provided by the Parties to the Operations Management Office for inclusion in the Membership Agreement for each individual Member. Each Party (signatory) to the Cooperative Agreement will be responsible for all actions concerning, and costs associated with, billing, collection, and accounting for the fees/charges billed to the Member agencies for which that Party is responsible. Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member’s annual cost share and any other assessed System fees.</p> <p>Rationale: Clarification of the meaning of 'Party' for the agency. Prohibits misinterpretation/misunderstanding of terms.</p> <p>Assures agency that they do not incur additional costs associated with administrative costs for billing, collection, and accounting.</p> <p>Comment:</p>	
<p>Department of Defense Alaskan</p>	5	Section V (B)	para	U	<p>Critical: Address USARAK concern that they cannot guarantee when or if they receive funding.</p>	

<p>Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>					<p>Recommendation: Change to read, "Funding Obligation – As outlined in the Cooperative Agreement, Article 9, Funding and Expenditures, agencies will make every effort to obtain appropriations annually to fund their responsible cost share as defined in paragraph A above. Federal government member agencies will identify the projected amounts and sources of funding in writing within the first quarter of each federal fiscal year to their sponsoring Party, or in those years when funding is not received until later, upon first availability of funds in the second quarter, for the next contract year beginning July 1. State or Local government member agencies, not later than the end of the second quarter of each calendar year, or as soon as funds are approved by the State legislature or other applicable funding authority, will identify the amounts and sources of projected funding for the next contract year beginning July 1 in writing to their sponsoring Party. As of the date of this Agreement, the cost share of the Member signing below for fiscal year _____ is estimated at: \$_____. This estimated amount is provided for the Member’s informational purposes only. Any and all costs will be assessed and invoiced separately by the Sponsoring Party.</p> <p>Rationale: Clarification for agencies that they provide 'projected' amounts of funding in writing.</p> <p>Comment:</p>	
<p>Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>	<p>6</p>	<p>Section VIII</p>	<p>6</p>	<p>U</p>	<p>Critical: Financial obligations upon early termination of member's participation in ALMR.</p> <p>Recommendation: Change to read, "Termination for cause, or departure at the request of the agency, does not relieve the member agency of their financial obligations for the inclusive term of the membership (as specified on page one)."</p> <p>Rationale: Membership agreement should have a specified term, aligned with the cost share, unless terminated earlier under the provisions specified.</p> <p>Prohibits misinterpretation of the inclusive term of membership for financial obligations from being misconstrued with the actual inclusive term of membership as caused by early termination. Leaves no question concerning</p>	

					<p>financial obligations of a member agency for the term of the Membership Agreement.</p> <p>Comment:</p>	
<p>Alaska Federal Executive Association Pamela Bergmann 907-271-5011 Pamela_Bergmann@ios.doi.gov</p>	6	Part V	Insert after Paragraph L.	U	<p>Critical: Clarification of AFEA role.</p> <p>Recommendation: Insert the following paragraph: M. AFEA Role: By signing this Membership Agreement as an Authorized Party Signatory, the AFEA Participating Non-Federal DOD Representative is not required to fulfill any or all unmet obligations agreed to by the Authorized Member in this Membership Agreement; nor is the AFEA Participating Non-Federal DOD Representative authorized to obligate any Authorized Member to expend any funds or take any action.</p> <p>Rationale: This language provides a critical clarification of the AFEA Participating Non-Federal DOD Representation role as an Authorized Party Signatory to the Membership Agreement</p> <p>Sponsor Comment:</p>	
<p>Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>	7	Section V111	8	U	<p>Critical: Address USARAK concern that they are paying even if they leave the System</p> <p>Recommendation: Change to read, "Agency membership on ALMR will remain in effect until canceled or terminated by the member agency upon 30 days written notice. The Membership Agreement, between the member agency and the Executive Council, may be terminated for violation(s) of the terms and conditions of the Cooperative Agreement (inclusive of its appendices) upon 30 days written notice to the member agency. Termination for cause, or departure at the request of the agency, does not relieve the member agency of their financial obligations for the inclusive term of the membership (as specified on page one). Each agency shall be responsible for payment in full for their projected usage (as specified on page one). Funds collected are obligated toward the next contract year, beginning July 1, and cannot be refunded. Termination is subject to review and approval by the Executive Council.</p>	

					<p>Rationale: Clarification that agency pays at the beginning of the Membership Agreement term for the contract year. Once money is obligated toward a government contract, it cannot be randomly removed.</p> <p>Comment:</p>	
<p>U.S. Department of the Interior Pamela Bergmann 907-271-5011 Pamela_Bergmann@ios.doi.gov</p>	7	Section XI Para B	2	U	<p>Critical: Change language on liability.</p> <p>Recommendation: Request that the word “deliberate,” which was inserted in Section XI B be deleted</p> <p>Rationale: Based on an internal legal review, it is my understanding that in these kinds of agreements, parties agree to be responsible for the acts of their employees so long as the employees are acting within the course and scope of their employment.</p> <p>Comment:</p>	
<p>Department of Defense Alaskan Command Colonel George Hays 907-552-8350 George.hays@el mendorf.af.mil</p>	7	Section XI Para B	6	U	<p>Critical: Change it so we (sponsoring agents) sign as representatives on behalf of the agency we represent. The way this reads above we could be held personally responsible.</p> <p>Recommendation: Change to read; "Liability - the signatories to this Membership Agreement verify their represented agencies accept responsibility for any property damage, injury or death, caused by the deliberate acts or omissions of their respective employees acting within the scope of their employment under this Membership Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this system or its affects."</p> <p>Rationale:</p> <p>Comment:</p>	
<p>Alaska Federal Executive Association Pamela Bergmann</p>	8	Authorized Party Signatory Block	2	U	<p>Administrative: Correction to association name.</p> <p>Recommendation: Change “Agency Name” to read: “Entity Name”.</p> <p>Rationale: Reference to the association needs to be corrected to match the</p>	

Comment Resolution Matrix

907-271-5011 Pamela_Bergma nn@ios.doi.gov					association “type”. Sponsor Comment:	
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Alaska Land Mobile Radio Communications System

User Council Charter

Version 6

June 2, 2010

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Document Revision History

Name	Date	Reason for Changes	Version
Toni Dixon	12/28/2006	Issued approved version	4.0
Shafer, Sherry	3/4/2009	Updated Charter approved by the User Council.	5
Shafer, Sherry	6/2//2010	Annual review/update. Approved by the User Council - final.	6

Acronyms and Definitions

Alaska Land Mobile Radio (ALMR) Communications System: the ALMR Communications System, which uses but is separate from the State of Alaska Telecommunications System (SATS), as established in the Cooperative Agreement. The ALMR System is a digital, trunked, wide-area network (WAN), shared system between the Department of Defense (DOD), the Federal Executive Association (FEA) of Alaska (excluding DOD), the State of Alaska (SOA), the Alaska Municipal League, and the Municipality of Anchorage.

Alaska Municipal League: a voluntary non-profit organization in Alaska that represents member local governments.

Charter: a document that outlines the principles, functions, and organization of a corporate or other organized body.

Cooperative Agreement: the instrument that establishes ALMR and sets out the terms and conditions by which the system will be governed, managed, operated and modified by the Parties signing the Agreement.

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

Executive Council: the ALMR Executive Council which is made up of members and associate members from the State of Alaska representing state agencies, the Alaska Municipal League, the Federal Executive Association of Alaska, the Department of Defense – Alaska, and the Municipality of Anchorage.

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

Municipality of Anchorage (MOA): The MOA covers 1,951 square miles with a population of approximately 278,000. 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.

Operations Manager: the 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 system operational or repair decisions. In coordination with the User Council, the Operations Manager establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the ALMR Service Level Agreement.

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 Parties who have signed the Agreement. The Parties to the agreement are: Department of Defense - Alaska, the Federal Executive Association of Alaska, the State of Alaska Department of Administration's commissioner or commissioner's designee, respectively or collectively.

Quorum: the minimum number of members of a deliberative body necessary to conduct the business of that group.

State of Alaska (SOA): the primary maintainer of the SATS (the states' microwave system), and shared owner of the System.

Talk group: the electronic equivalent of a channel on a trunked system; a unique group of radio Users that can communicate with each other.

User/Member: 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 Agreement. The terms user and member are synonymous and interchangeable.

User Council: the User Council is 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.

Wireless Communication: the transfer of electromagnetic signals from one location to another without cables, often using infrared light or radio waves.

Article 1 Introduction

§ 1. The Alaska Land Mobile Radio (ALMR) Communications System User Council, hereafter referred to as the User Council, is established by the ALMR Cooperative Agreement entered into by the United States Department of Defense - Alaska (DOD), the Federal Executive Association of Alaska (excluding DOD), and the State of Alaska in their collective role as members of the ALMR Executive Council, hereafter referred to as the Executive Council. The User Council is responsible for making all operating and maintenance decisions affecting the ALMR Communications System, including those governing its day-to-day operations, and for fulfilling other duties and tasks as set out in this 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 ALMR System, hereafter referred to as the “System,” is a multi-site dedicated public safety wireless communications system providing all-weather mobile coverage to its users. User benefits and services include, but are not limited to, a Project 25 compliant system, multiple system redundancies with backup power, a wide range of talkgroups, auto-affiliation and de-affiliation, and electronic identification on all transmissions and microwave system connectivity. Also provided are encryption availability, emergency alert availability, system security, radio interoperability, and system management.

Article 2 Authority

§ 1. The authority for the creation and operation of the User Council is derived from Article 8 of the Cooperative Agreement. The User Council will function under the guidance and oversight of the Executive Council, as approved by motion and vote of the Executive Council.

§ 2. The User Council will coordinate with the Operations Manager, the designated agent for the Executive Council, on the operations, maintenance and management of the System. The User Council will function independently as set forth under Article 8 of the Cooperative Agreement.

§ 3. 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, will be set out in the User Council administrative procedures.

Article 3 Goals and Objectives

§ 1. The User Council charter will state its purpose, goals, objectives, duties and responsibilities in managing, operating, and maintaining the System. The User Council will also adopt written operating procedures and administrative procedures, pursuant to the charter.

§ 2. The User Council, in coordination with the Operations Manager, has the responsibility for management oversight and operations of the System.

§ 3. The User Council shall oversee the development of System operations plans, procedures, and policies, per the Cooperative Agreement. Adoption of the User Council Charter and its operating and administrative procedures are subject to approval by the Executive Council.

Article 4 Responsibility

§ 1. The User Council is responsible for creating and maintaining a collaborative user-based management system to establish policy and operational procedures, and to operate and maintain the System under the oversight of the Executive Council. These responsibilities and duties include, but are not limited to:

§ 1.1. The User Council will be responsible for providing recommendations to the Executive Council regarding approval of the System design and approval of all proposed modifications to the System design, including defining 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 this agreement.

§ 1.2. The User Council shall provide recommendations to the Executive Council regarding the adoption of System operation and maintenance standards, which at a minimum shall include: identification of minimum technical standards for System equipment and subscriber units; identification of protocols for the modification of talk group assignments and their usage; identification of minimum periodic maintenance standards and schedules for System equipment; identification of physical security and network security requirements; and identification of problem reporting and resolution practices for System equipment.

§ 1.3. The User Council shall provide recommendations to the Executive Council regarding approval of the terms and conditions of access of users of the System, and the approval of user agreements.

§ 1.4 The User Council is responsible for conducting the dispute resolution process set out in the Cooperative Agreement, and for providing recommendations to the Executive Council regarding the final resolution of disputes.

§ 1.5. The User Council is responsible for investigating any allegation of breach of the Cooperative 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.

§ 1.6. The User Council shall receive and review quarterly progress reports and schedules regarding modifications to System infrastructure from each responsible party and shall use such reports and schedules as one basis to determine whether parties are meeting their obligations as set forth in this agreement. Upon completion of such a review, the User Council may make recommendations, as necessary, to the Executive Council regarding actions or decisions needed from the Executive Council.

§ 1.7. The User Council, in coordination with the Operations Manager, is responsible for assessing and recommending service level requirements, designating cost-shared

components , recommending possible methods of funding , and for recommending a budget process for the System (see Appendix A - ALMR Operations Management Organization).

§ 1.8. Subject to the approval of the Executive Council, and to the extent permitted under federal, state and local laws, the User Council may designate a consenting agency or consenting agencies to act as the User Council agent to procure and install System common shared-network equipment. Such procurement and installation shall be:

§ 1.8.1. Consistent with the System design as approved by the Executive Council;

§ 1.8.2. Subject to User Council supervision and oversight; and,

§ 1.8.3 Subject to the record-keeping, audit, and reporting requirements established by the User Council, as provided in the Cooperative Agreement.

§ 1.9. Subject to the approval of the Executive Council, and to the extent permitted under federal, state, and local laws, the User Council may designate a consenting agency or consenting agencies to act as the User Council agent to operate and maintain System common network controller equipment. This agency may be designated to negotiate, execute, and oversee an operations and maintenance agreement with a private or public entity to operate and maintain System common-shared network equipment in accordance with standards of operation and maintenance approved by the Executive Council. This agreement shall contain adequate provisions for emergency repair or replacement of the System common shared-network equipment.

§ 1.10. Performance Monitoring. The User Council will monitor and evaluate the operational performance of the System, including the efficiency and effectiveness of its operations 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.

§ 1.11. Financial Plan. The User Council will review and recommend 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. The Financial Plan will be updated annually, as well as at other times deemed necessary by the User Council and or the Operations Manager. The Financial Plan will then be presented through the User Council to the Executive Council for approval.

§ 1.12. Auditing and Control. The User Council will review and approve the Operations Manager's auditing and control policies and procedures to ensure accountability, compliance, monitoring, and performance assessment.

§ 1.13. Risk Management. The User Council will review and recommend risk management and security policies and procedures developed by the Operations Manager, and coordinated with the cooperative member agencies or their designated representative, that provide for the security, protection, and safety of the System, its personnel and its assets, and insures against the impacts of claims and liabilities. The Risk Management Plan will be presented through the User Council to the Executive Council for review and final approval.

Article 5 Membership

§ 1. The Executive Council will approve the appointment of members and their alternates to the User Council. In the absence of the member, an alternate will have voting authority. Agencies may request multiple appointments of alternates.

§ 2. Membership of the User Council will be composed of twelve members representing the four original foundational entities (DOD, Federal Non-DOD, State of Alaska, and the Alaska Municipal League). There are no other members of the User Council. All members have a vote. ALMR member agencies, and prospective member agencies, are represented by one of the members of the User Council as defined below:

§ 2.1. DOD: US Army (1)
Elmendorf AFB (1)
Eielson AFB (1)

§ 2.2. Federal Non-DOD: Department of the Interior (1)
Federal Bureau of Investigation (1)
All other Federal Non-DOD agencies (1)

§ 2.3. State of Alaska (SOA): Department of Transportation/Public Facilities (1)
Department of Public Safety (1)
All other SOA agencies (1)

§ 2.4. Municipalities: Northern Region (1)
Central Region (1)
Southeast Region (1)

§ 3. The DOD, the Federal Executive Association of Alaska (excluding DOD), and State of Alaska User Council members will be selected by their respective chain of command. In cases where a single council member must vote on behalf of multiple agencies, the leadership of those agencies must reach an accord on their designed council representative. Agencies and regions must submit a letter or email designating the appointment of the council member (including those for alternate members) to the Chair of the User Council.. Any letters of appointment for members who will represent multiple agencies should have as many co-signatories as possible to establish the veracity of the appointment.

§ 4. Replacement of User Council members is expected as members are transferred, promoted, separated, etc. It is the responsibility of agencies and municipal regions to anticipate these changes and to provide updated appointment letters. Members will not be accorded voting rights without an authorized and documented appointment.

§ 5. Boundaries of municipal regions (See Appendix B - Geographic Regions):

§ 5.1. The Northern Region includes all agencies that lay north of a line that extends west-southwest from the Alaska Highway crossing of the border with Canada, to Skwenta (not including same), and then running northwest to Unalakleet (including same).

§ 5.2. The Southeast Region includes all agencies that lay south of a line extending southwest from the Alaska Highway crossing of the border with Canada, to McCarthy (not including same), to the northern tip of Afognak Island, and then running northwest to Egegik (including same), and then extending to the northern tip of St Matthew Island.

§ 5.3. The Central Region is comprised of all agencies not falling into either the Northern or Southeast Region.

NOTE: Although the geographic regions extended across the State of Alaska, ALMR is mainly located along the major road systems.

§ 6. It is the responsibility of the three municipal voting members to establish methods whereby the needs and preferences of the region they represent can be determined. This may be through regularly scheduled teleconferences, meetings, or other arrangements. Minutes from regional meetings should be kept, distributed to regional member agencies and the User Council Secretary, maintained by the regional representatives, and transferred as the regional members change over time.

§ 7. In the event that users feel their perspectives are not being given sufficient consideration by other members of a region, or in the case of non-municipal agencies, users may provide written petitions or letters to the User Council Chair for consideration at the next scheduled meeting.

§ 8. While it may be desirable that the regional member be from the largest agency among municipal agencies in the region, it is not necessary.

§ 9. Because user agencies who are not User Council members are represented by their regional or agency-specific member, they may observe User Council meetings, but may not participate without specific permission of the User Council Chair. Each regular User Council meeting will have a limited period of time set aside for the Chair to recognize individuals who may have dissenting viewpoints, or for those who feel they have information that may have been overlooked.

Article 6 Organization

§ 1. The User Council will provide an administrative structure for the management and operations of the System including the development of a committee structure for receiving advisory input on operational matters. Ad hoc committees and subcommittees may be formed as deemed necessary by the User Council.

§ 1.1 Committees may be composed of User Council members only. However, this does not restrict committees from obtaining advice or testimony from other users or prospective users, or from technical experts who are not users.

§ 1.2 Appointed committees shall provide reports and recommended action(s) to the User Council at each regularly scheduled meeting.

§ 2. The Chair and Vice Chair will be elected annually in whatever month is eleven months following their accession to office. They will assume their duties at the first meeting following their election.

§ 2.1. A Chair will be elected from among the twelve members or their alternates (in the event of the primary appointee's absence) of the User Council and is responsible for coordinating and facilitating the User Council meetings and agenda items. The Chair will represent the User Council at Executive Council meetings.

§ 2.2. A Vice Chair will be elected with responsibilities as defined by the User Council, but primarily will serve as a partner to the Chair, and will assume the responsibilities of the Chair in his/her absence. The Vice Chair will not be from the same user sector as the chair.

§ 2.3. The Operations Management Office will serve as the Secretary and principal records manager for the User Council.

§ 3. Regular meetings will be conducted and shall be composed of current action items and any new business introduced by members. Written minutes shall be kept for all meetings and distributed to User Council members and the Executive Council, at a minimum.

§ 4. At a minimum, at least five working days notice shall be given to User Council members before a meeting. If urgent circumstances dictate, the Chair may call a non-scheduled meeting.

§ 5. Meetings may be attended in person or by teleconference to facilitate statewide participation.

§5.1 Unless excused in advance by the chair, User Council members are required to attend at least nine of the twelve monthly meetings in a calendar year. Unexcused

absence from three meetings, in a calendar year, may be cause for removal from a User Council seat. A vote of a majority of User Council members in favor of removal is required to remove a member.

§ 5.2 Primary members are responsible for keeping their alternate members fully informed of issues discussed at all meetings should the alternate not be able to attend.

§ 5.3 Alternate members should regularly attend meetings regardless of whether or not the primary member attends.

§ 6. A quorum shall exist when one-half plus one of current members are physically present or participating via teleconference.

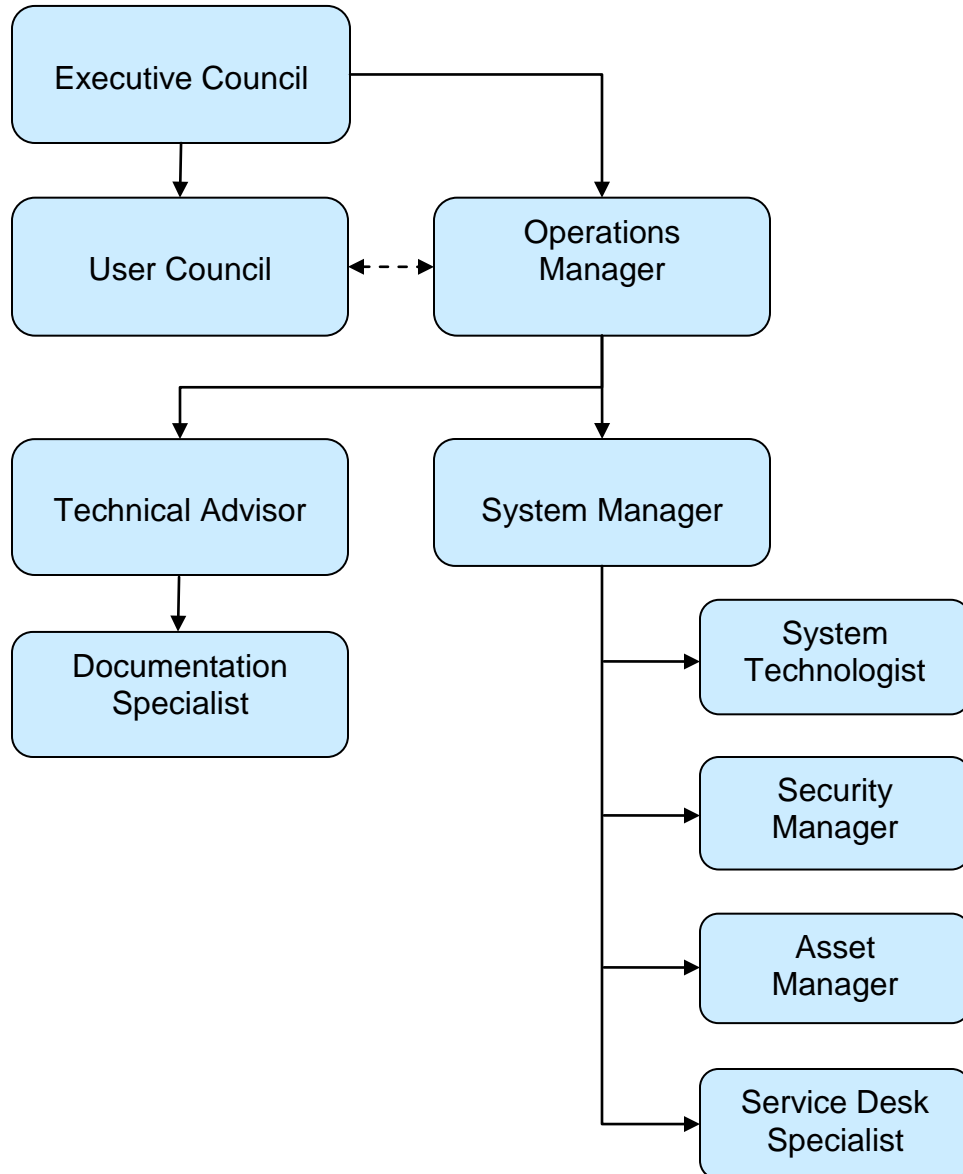
§ 7. Only the twelve primary members or their alternates (in the event of the primary appointee's absence), shall have voting authority on matters presented for adoption, and for recommendation to the Executive Council. Matters brought before the User Council may be approved by a simple majority of those members in attendance at any scheduled meeting, during which a quorum exists.

Article 7 Additional Considerations

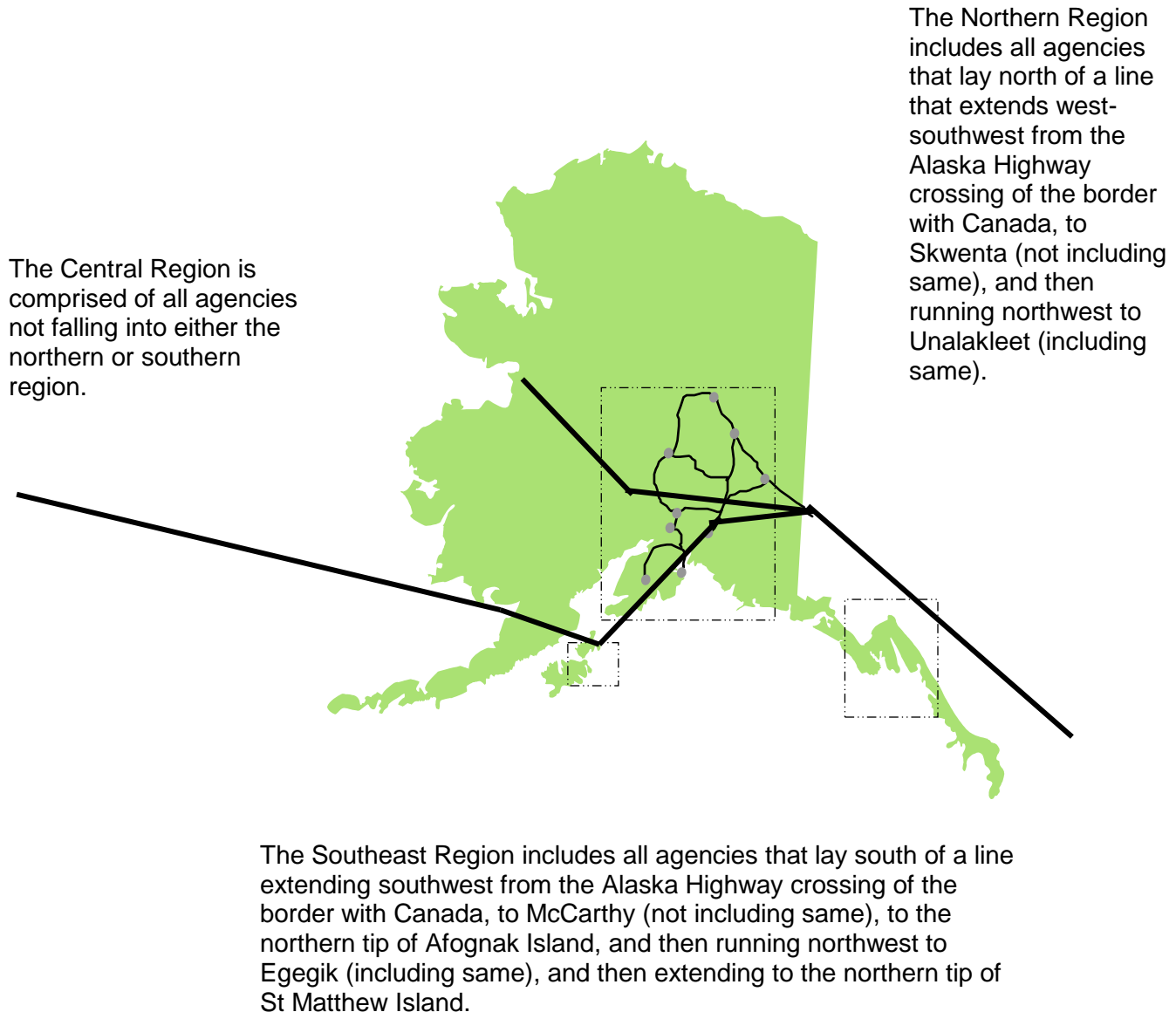
§ 1. This document will require amendments over time. No later than six months after approval of the Charter by the Executive Council, and at any such time as determined by the User Council or Executive Council, the User Council shall review the Charter and consider changes that will enhance the effectiveness and efficiency of User Council deliberation and functions.

§ 2. The User Council shall develop a reporting system to meet various System reporting requirements. The reporting system will encompass: 1) requirements that arise from federal, state and local laws and regulations; 2) policies of the User Council; 3) contracts and agreements; and 4) policies and decisions of the Executive Council. Areas of reporting, as determined by the User Council, may include management, budgeting, administration, finance, communications, outreach, and other areas as deemed appropriate and necessary.

Appendix A ALMR Operations Management Organization



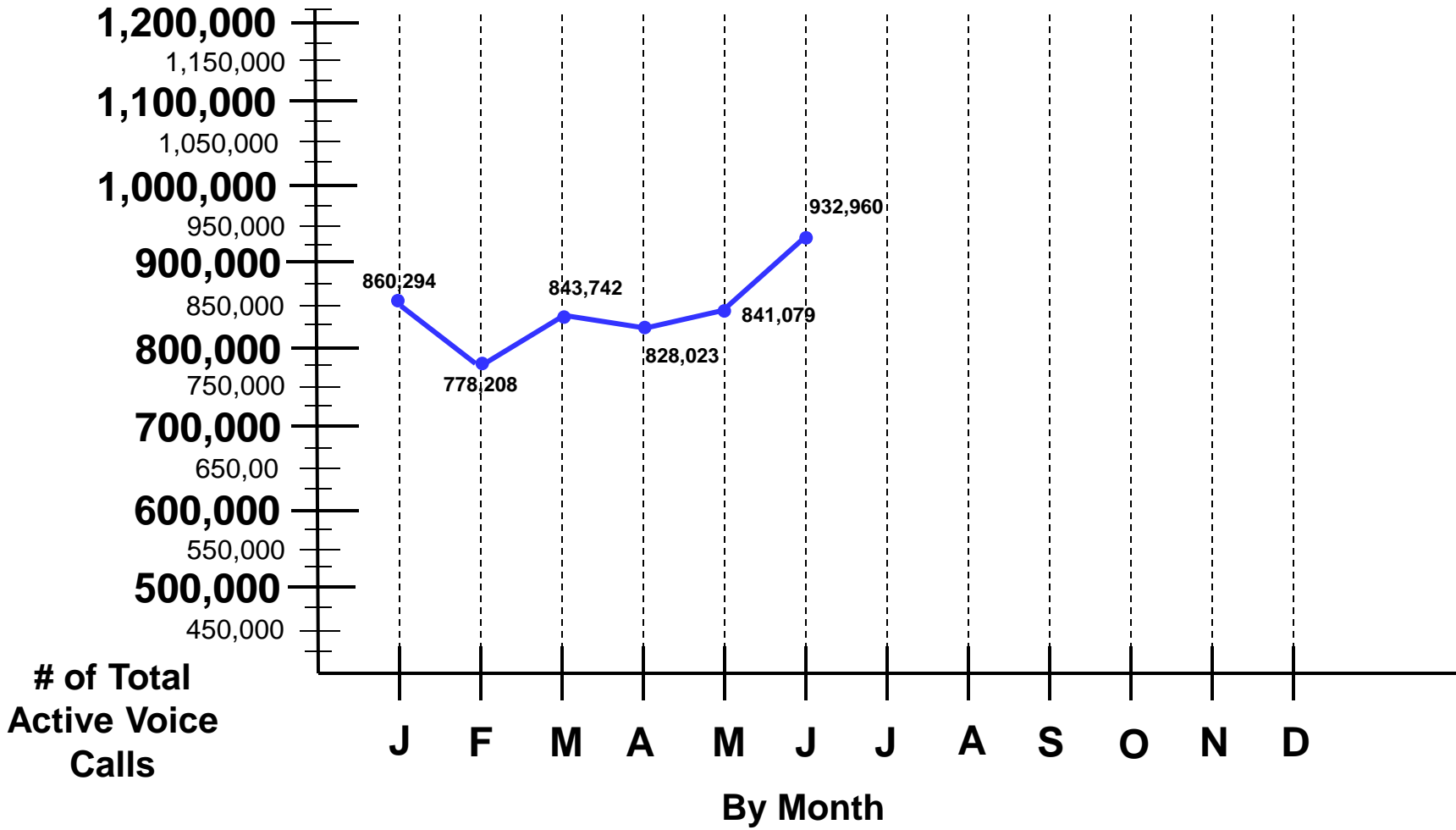
Appendix B ALMR Geographic Regions



NOTE: Although the geographic regions extended across the State of Alaska, ALMR is mainly located along the major road systems.

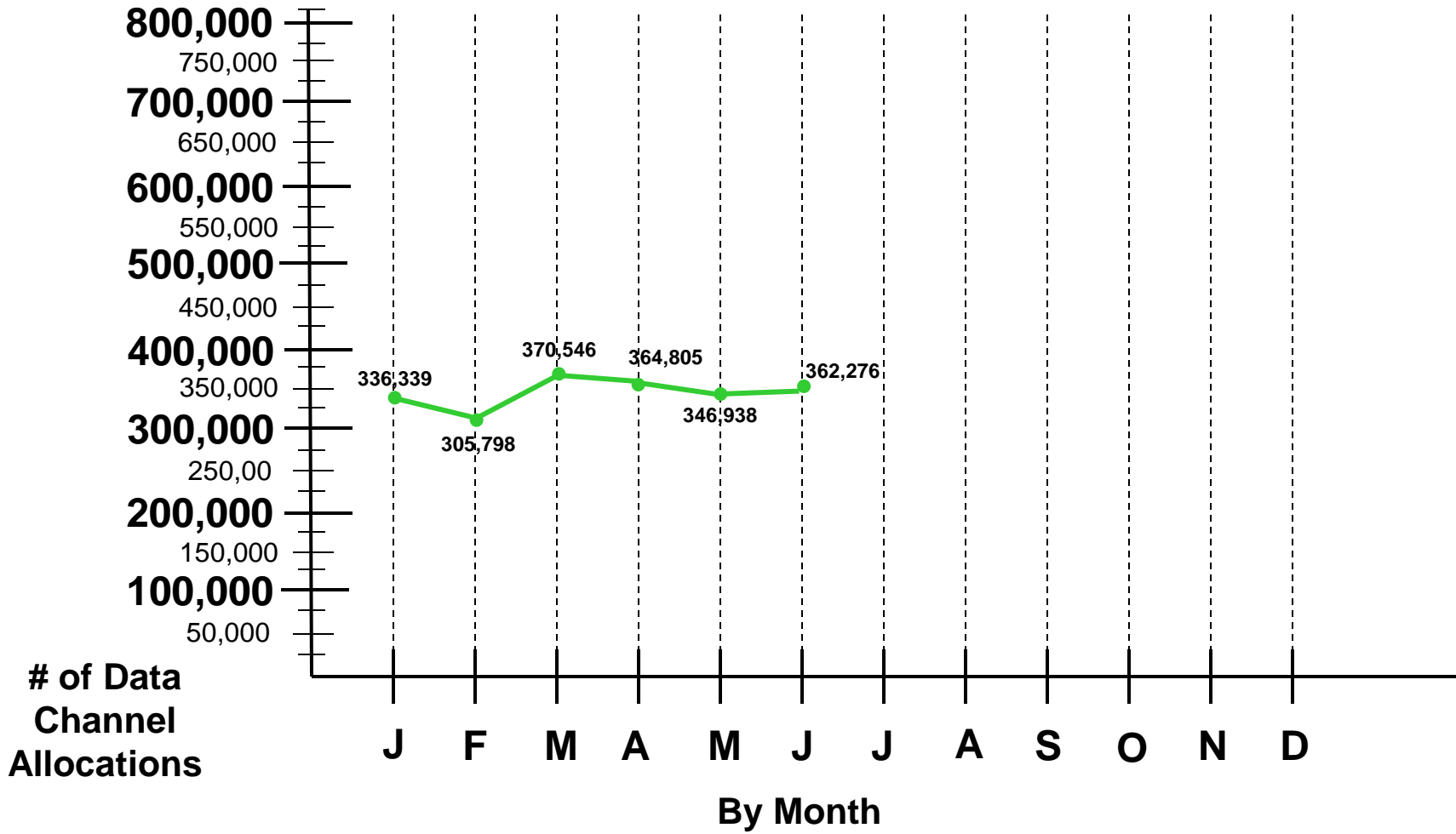
2010

System Performance - Voice



2010

System Performance - Data



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System Performance - Busies

