

# **Alaska Land Mobile Radio Communications System**

## **Cooperative Agreement**

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

**21 November 2007**

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### Document Revision History

Name	Date	Reason For Changes	Version

## **Definitions and Acronyms**

**Agreement:** this cooperative agreement, as set out in this document.

**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 Agreement.

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

**A.M. Best Company:** the leading provider of ratings, news and financial data for the insurance industry worldwide; recognized as the benchmark for assessing financial strength of insurance related organizations and credit quality of their obligations.

**DIACAP:** the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) that helps Users and information security officers ensure information systems operate at an acceptable level of risk. As defined in interim guidance contained in DODI 8500.1 and DODI 8500.2.

**Executive Council:** the ALMR Executive Council. 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, and the Department of Defense – Alaska.

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

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

**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:** allows for secure re-keying of radios over the air.

**Local Governments:** those Alaska political subdivisions defined as municipalities in AS 29.71.800(13).

**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:** 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.

**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.

**Service Level Agreement:** the Service Level Agreement (SLA) 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.

**State of Alaska Telecommunications Systems (SATS):** The State of Alaska statewide telecommunications system microwave network.

**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).

**Sustained Operations and Maintenance (O&M):** Declaration by the Executive Council that the System is ready and capable to support real-time, on-demand and secure public safety communications.

**System:** the ALMR Communications System, as established in the 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 with one of the Parties to the 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 operations 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 Agreement**

This cooperative agreement is entered into by these following parties: Department of Defense - Alaska, the Federal Executive Association of Alaska, and the State of Alaska.

The Agreement is structured to allow the Parties signing the Agreement to fulfill their responsibilities under the Agreement through the exercise of their respective independent legal authorities and, if approved by the ALMR Executive Council, to combine or delegate those authorities to one or more of each other, where permitted under federal, state, or municipal laws, in order to achieve cost savings, administrative efficiencies, interoperability, and simplicity of operations.

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 and covenants contained herein, the Parties agree as follows:

## **Article 1 Recitals**

§ 1. Alaska-Wide Land Mobile Radio Executive Council. On September 19, 1997, the Department of Defense - Alaska, the Federal Executive Association of Alaska, the State of Alaska and the Alaska Municipal League 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. 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 Department of Defense - Alaska (DOD-AK), the Federal Executive Agency of Alaska (FEA) (excluding DOD), the State of Alaska (SOA), and the Alaska Municipal League (AML).

§ 2. Chartered Requirements. In a Memorandum of Understanding (MoU) signed on October 8, 1997, DOD-AK, FEA, 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, FEA, 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 will 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.

§ 4. Cooperative Solution. The cooperative 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 FCC fourth R&O, NPRN, 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 July 18, 2003, and July 25, 2003, between the Assistant Secretary of Defense for Networks and



Information Integration, and the Commissioner of Public Safety State of Alaska (Appendix A), 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." (In accord, AS 29.35.010(13))

§ 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."

"§ 9. Federal Authority. The authority of federal Partners to enter into this cooperative agreement is provided for in USC Title 31, Section 6305.

"An executive agency shall use a cooperative agreement as the legal instrument reflecting a relationship between the United States Government and a State, a local government, or other recipient when - (1) the principal purpose of the relationship is to transfer a thing of value to the State, local government, or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States

Government; and (2) substantial involvement is expected between the executive agency and the State, local government, or other recipient when carrying out the activity contemplated in the agreement.”

§ 10. Best Interest. In forming this Agreement, DOD-AK, FEA, 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, FEA, and SOA in their collective role as members of the Executive Council, hereafter referred to as the "Party/Parties."

§ 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 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 of 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 obligate 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 its 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 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 the 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 and roaming plan

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

§ 4.10. Priorities established for access to the System

§ 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 and Users**

§ 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 Project Management and Project Team**

§ 1. Conduct of the System project management is carried out under the authority and supervision of the Executive Council, as set out in Article 1, Section 3, of the Agreement. The project management team established by the Executive Council to implement System is the ALMR Joint Project Management Team, hereafter referred to as the "Joint Project Management Team."

§ 2. The Joint Project Management Team will be organizationally structured with independent, yet collaborative, project teams. Each Party will provide a Project Manager to the Joint Project Management Team to execute that Party's responsibilities for shared infrastructure implementation and for collaboration and coordination of dependent activities with other Parties to the Agreement.

§ 3. The Executive Council will provide direction, guidance and approval to the Joint Project Management Team for the independent or collaborative capital improvements to the shared System infrastructure

§ 4. The Joint Project Management Team will focus on five primary areas of responsibility:

§ 4.1. Governance. Governance focuses on agreements between Parties. Governance includes agreements required for the operation of the Executive Council, User Council, Joint Project Management Team and Operations and Maintenance (O&M) agencies. Governance includes those agreements, plans, policies and procedures approved by the Executive Council, which are needed to ensure adherence to federal, state and local regulations and policies related to shared operation of the System. Governance documents will include, at a minimum: spectrum sharing, cost sharing, site sharing agreements, and MoUs and MoAs generated from the inception of the project through its transition to O&M. Specifically, this includes the Executive Council Charter, the Agreement, any user agreements, the design and construction MoUs, site sharing agreements, spectrum sharing MoA, power and connectivity sharing agreements, land permits and land leases, and other applicable agreements as enacted and approved by the Parties.

§ 4.2. Implementation. Implementation consists of the design, site preparation, construction, installation, configuration and optimization of all communications equipment and facilities associated with the System. This System Description 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. This activity ends when the site or equipment passes the acceptance test and moves under a maintenance contract.

§ 4.3. Transition. This includes both site and user transition. All of the activities leading up to the System Cutover including user training, subscriber unit acquisition,

fleet mapping, programming, installation and distribution are included in Transition. Also included are the acquisition, installation, programming and training for consoles, gateways and other equipment. The completion of punch lists and of the site documentation also falls within the Transition area. Finally, all activities that lead to the establishment of policies, practices, plans, service-level agreements, customer support plans and standard operating procedures fall under the category of Transition, including those surrounding formation of the User Council and the establishment of O&M organization(s). Transition activities prepare for Cutover and, other than documentation, do not generally carry forward to O&M. Transition completes all of the required activities needed to affect a smooth and orderly cutover of a site or the System to operational status

§ 4.4. Cutover. Cutover tasks focus on cutover to the new System by users and acceptance actions of the O&M activity of the operational System. Examples of activities that occur during Cutover are the official declaration that a site/system is operational, the required O&M staffing is complete, necessary contracts are in place, and the help desk is established. Also included within this area is the decommissioning of the legacy infrastructure and subscriber equipment. Cutover is the finalization of all activities and tasks required to declare a site/system operational and is the final process of officially handing the site/system over to the O&M activity. At the completion of Cutover, the site/system is no longer part of the Joint Project Management Team responsibility. The System is fully and completely operational and the O&M organization assumes responsibility. Then cutover is complete.

§ 4.5. Project Management Support. This includes all planning, scheduling, budgeting, contracting, and reporting activities in support of the System's Implementation, Transition, Cutover and Governance. Project Management Support provides for the Project Plan, Strategic Plan, Risk Management Plan, Resource Management Plan, Project Communication Plan, work breakdown structure, schedule, cost estimates, budget and spend plan, scope change, and other critical management deliverables that aid in management and control of the project. The project lifecycle elements and processes of initiating, planning, controlling, executing and closing the project are also an integral part of the Project Management Support function. Other activities include security planning and assessments, documentation management and support of such groups as the User Council, the Executive Council and other working groups.

## **Article 8 User Council**

§ 1. The User Council is established by the Agreement. The User Council is responsible for making all 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. Upon official designation by the Executive Council that the Joint Project Management Team has completed all their tasks and responsibilities for implementing the System and has committed the entire completed System to sustained O&M by the users, the User Council becomes operational, and the Joint Project Management Team is dissolved.

§ 2. The User Council may be established by motion and vote of the Executive Council prior to the total completion of all tasks and responsibilities for implementing the System. Prior to the entire System having been committed to sustained O&M solely by the users, the User Council will function with the dual purpose of administering the sustained O&M portions of the System and assisting and advising the Joint Project Management Team on transition, operations, maintenance and management of the operational portions of the System during the implementation phases of the System build out. Authority for operations and management decisions made by the User Council remains with the Executive Council. Under this provision, Sections 3 through 16 of this Article are not binding, and the User Council will function under guidance of the Executive Council and in collaboration with the Joint Project Management Team.

§ 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 one representative with voice and voting privileges from each agency or organizational entity participating in/using the services of the System, plus one or more at-large members (voice but no vote) as determined by the Executive 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 User Council administrative procedures.

§ 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 receive and review quarterly progress reports and modifications to System implementation schedules from each Party and shall use such reports and schedules as one basis to determine whether Parties are meeting their obligations as set forth in the Agreement; upon completion of such review, the User Council may make recommendations as necessary to the Executive Council regarding actions or decisions needed from the Executive Council.

§ 13. Until sustained O&M has been attained, the User Council shall, in coordination with Project Managers and 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 10. In coordination with the Operations Manager, the User Council is also responsible for developing a budget process for the System, as provided in Article 9.

§ 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 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.

§ 15. 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.

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

§ 16.1. 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.

§ 16.2. 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

§ 16.3. 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. 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.

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

§ 16.5. 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. The ALMR Operations and Security Risk Management Plan will be presented through the User Council to the Executive Council for review and final approval.

§ 16.6. Procurement. The User Council will review and approve procurement policies and a procurement plan developed by the Operations Manager. 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.

§ 16.7. 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.

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

## **Article 9 Funding and Expenditures**

§ 1. Upon first availability of fiscal funds, in the first quarter of each federal fiscal year (October 1 – September 30), each Party will identify the amounts and sources of projected funding for the next five years 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 of 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 Joint Project Management Team/User Council/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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, will establish a budget process and each year develop a proposed budget for the next federal fiscal year to meet the operating, maintenance and capital replacement needs of the System.

§ 2. The Joint Project Management Team/User Council Chairperson/Operations Manager, whoever has the current responsibility and authority, shall draft the proposed budget for the following federal fiscal year and present it to the Executive Council no later than the beginning of the second quarter of each federal fiscal year (January). All proposed expenditures and activities of the System, as well as all agency and funding of the System, shall be reflected in the proposed budget. The proposed budget shall reflect each Party's projected itemized cost share, as well as their total cost shared portion of the System.

§ 3. All users with current Membership Agreements, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, will review all inputs/comments received from the aforementioned entities, and make such revisions to the proposed budget, as is deemed necessary or desirable.

§ 4. The Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, shall submit the proposed next year's budget to the Executive Council by end of the second quarter (March) of each federal fiscal 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.

§ 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, will identify System 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 User 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 user shall retain authority for setting the terms and conditions, fees, charges, and other provisions in user agreements pertaining to that user's portions of the costs. A party may execute a user agreement with any other agency not a party to this agreement (Example: SOA, as a signature party, may execute a membership agreement with local government or non-government volunteer public safety agencies) provided the Party has approval of

the Executive Council. All such agreements will comply with agreed upon common terms, provisions, and format approved by the Executive Council. Each Party will be 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 as provided in Article 8, Section 13. 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, and to provide reasonable access for non-System purposes to public agencies or other Parties, for public safety use and for use by non-public safety agencies with emergency response duties. 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 of reserves, and shall not discriminate among public users.

§ 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 law or regulation. Each Party shall provide to 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, in a reasonable and timely manner, but in no case less than 90 days before the Party's modification has been 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 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. Therefore, the DOD portion of the System is subject to formal Information Assurance (IA) security certification and accreditation under interim guidance concerning the Defense Information Assurance Certification and Accreditation Process (DIACAP) contained in DOD Instructions 8500.1 and 8500.2.

§ 2. Certification and accreditation by the DOD Designated Approval Authority (DAA) 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, accreditation by the DAA is contingent upon compliance by the entire System, and all users, with the IA security standards established by DOD and included in the risk assessment performed as part of DIACAP.

§ 3. An Authority to Operate (ATO) by the DAA 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 DAA accepts the residual risks with regard to system vulnerabilities.

§ 4. It is incumbent upon all users to be aware of DIACAP-related IA security policies, procedures and plans. The Parties, once informed by the DOD DAA regarding DIACAP-related security policies and any updates to DIACAP-related security policies, must ensure complete, consistent compliance as a condition of continued user participation in the System. In the absence of System-wide compliance, the level of residual risk accepted by the DAA may not be valid and the accreditation of the System could be subject to nullification.

§ 5. Users who fail to comply with IA security provisions 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 8, Sections 10 and 11, of the Agreement, the Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, 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 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 18, 2003 and July 25, 2003, between the Assistant Secretary of Defense for Networks and Information Integration and the Commissioner of Public Safety State of Alaska (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 do 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 maintain in force at all times 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 the A. M. Best Company 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 be attached to the Agreement and incorporated by reference as part of the Agreement, and 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 Joint Project Management Team/User Council, whoever has the current responsibility and authority, shall be declared at 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 Joint Project Management Team/User Council, whoever has the current responsibility and authority, shall be declared at 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 Joint Project Management Team/User Council, whoever has the current responsibility and authority, shall be declared at 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 Joint Project Management Team/User Council, whoever has the current responsibility and authority, shall be declared at 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 Joint Project Management Team/User Council, whoever has the current responsibility and authority, 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 of 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/any action is required to be taken, the term shall refer to calendar days.

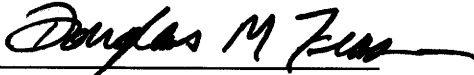
§ 7. Any notice to the Joint Project Management Team/User Council/Operations Manager, whoever has the current responsibility and authority, or to the Executive Council shall be in writing and shall be addressed to the Lead Project Manager or Chairperson of those respective bodies.

§ 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 DOD SIGNATURE PAGE

Signed:



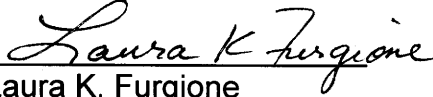
Douglas M. Fraser  
Lieutenant General, USAF  
Department of Defense  
Commander, Alaskan Command

(see attached signature pages)  
Federal Executive Association of Alaska  
State of Alaska

Date: 6 Dec 07

**FEDERAL EXECUTIVE ASSOCIATION SIGNATURE PAGE**

Signed:

  
Laura K. Furgione  
President  
Federal Executive Association of Alaska  
(On behalf of the Participating Non-DoD Federal  
Agencies in the Federal Executive Association)

(see attached signature pages)  
Department of Defense  
State of Alaska

Date: 12/14/07

**STATE OF ALASKA SIGNATURE PAGE**

Signed:




Annette E. Kreitzer  
Commissioner, Department of Administration  
State of Alaska

(see attached signature pages)

Department of Defense  
Federal Executive Association of Alaska

Date: 11-27-07  
(On Behalf of All State Agencies)

Signed:



Walt Monegan  
Commissioner, Department of Public Safety  
ALMR SOA Executive Council Representative