



Cooperative Agreement for the Cost Share of the Alaska Land Mobile Radio (ALMR) Communications System Operations and Maintenance (O&M) between the State of Alaska (SOA), as represented by the Department of Administration (DOA), the Alaska Federal Executive Association (AFEA), the Department of Defense (DOD), as represented by the Alaskan Command (ALCOM), and Local Government represented by the SOA/DOA

1. General. This Cooperative Agreement for Cost Share, which shall become effective on 1 July 2015, is part of, and incorporates by reference, the 21 November 2007 ALMR Cooperative Agreement in order to support the sustainment of the Operation and Maintenance (O&M) of the ALMR shared infrastructure. It also incorporates by reference the 26 February 2008 ALMR Service Level Agreement (SLA), developed by the ALMR User Council under the guidance of the ALMR Executive Council¹ and approved by the stakeholders, establishes the service levels and quality of service required by the end users. This agreement provides the cost share approach, cost share method, and the applicable responsibilities of the parties to the agreement.

Funds may not be presently available to support this Cooperative Agreement. The Government's² obligation is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this purpose. Notwithstanding any contrary provision herein, no contractor or other government or non-government agency performing operation and/or maintenance duties under this Cooperative Agreement can proceed with its work on behalf of the participating party and incur a financial obligation, until said contractor receives notice of funds availability, to be confirmed in writing by the participating party to this agreement.

2. Authority. 31 U.S.C. Subtitle V, Chapter 63, Section 6305, Using Procurement Contracts and Grant and Cooperative Agreements (unclassified and publicly available) forms the basis for

¹ Cooperative Agreement, *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 funding for the next five years to be used in financing its portion of the System. Amounts and sources of revenue received 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 annual operating and maintenance 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, funding amounts and sources, and revenues 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.

² "Government" in this context refers to any and all parties to this agreement.

DOD and AFEA participation in cooperative partnerships like ALMR and State Procurement Code A.S. 36, Chapter 30 forms the basis for State of Alaska participation.

3. Scope. This **ALMR Cost Share Cooperative Agreement** is established between ALCOM, on behalf of participating DOD member agencies (United States Army Alaska, Joint Base Elmendorf-Richardson, and Eielson Air Force Base), the SOA/DOA, AFEA, and Local government represented by the SOA/DOA to share costs for the O&M of the ALMR shared infrastructure equipment, based on an approved cost share approach and cost share method.

This agreement establishes the approach and method for determining the cost share by a party. This agreement does not commit or set a demand for funds. By signing this agreement, the parties agree to the approach and method by which the cost share will be apportioned between the parties.³

4. Cost Share Approach:

Agencies owning infrastructure pay for the cost of maintaining all equipment, connectivity, spares, radio site towers, power, shelters, roads, grounds they own or occupy and providing response repair IAW the approved ALMR Service Level Agreement.

Preventative Maintenance Inspections (PMIs) and those services, which provide a mutual benefit to the member agencies, will be cost shared among member agencies. Shared services are defined as Systems Management and Operations Management, PMIs, Zone Controllers, Anchorage and Fairbanks MotoBridge™ Servers, and specified connectivity costs attributed to ALMR and as expressly agreed to by the cooperative parties.

5. Method of Cost share:

Shared costs are divided into two categories: 1) Infrastructure owners; and 2) non-infrastructure owners (subscriber ownership only). The method of cost share between infrastructure owners is based on percentage of facilities owned. Shared services costs will be split in a ratio based on the percentage of Federal site ownership to State site ownership. This ratio is 88 percent State of Alaska, 12 percent DOD Alaska.

Non-infrastructure owning agencies should pay a per-minute system's usage charge based upon a privately negotiated percent of the State of Alaska's shared cost liability. The State is responsible for negotiating all costs pertaining to their shared cost liability.

6. Responsibilities.

a) Infrastructure Owners (SOA/DOA) is responsible for the following:

1) Requesting an appropriation for their apportioned cost share defined in their membership agreement through their annual budget process, and applying that

³ The Membership Agreement, dated 31 July 2008, is executed between the individual members and the ALMR Operations Management Office. It defines the roles and responsibilities of the parties and includes the apportioned cost share amount for each member.

appropriation in full when received to the applicable ALMR cost share in sufficient time to permit application to applicable contract services.

2) Infrastructure owners are responsible for sustaining and maintaining the infrastructure in accordance with the SLA, and requesting an appropriation for the associated costs of maintaining that infrastructure, and applying that appropriation in full when received to the applicable ALMR cost share in sufficient time to permit application to applicable contract services.

3) State agencies are responsible to complete every legal action available to them to obtain funding when appropriated funding results in a shortfall.

b) Participating DOD Alaska member agencies are responsible for the following:

1) Requesting an appropriation for their apportioned cost share defined in their membership agreement through their annual budget process.

2) Sustaining and maintaining the infrastructure in accordance with the SLA.

3) Applying received appropriation for the associated costs of maintaining owned infrastructure and fulfilling cost share obligations, applying that appropriation in full when received in sufficient time to permit application to applicable contract services.

4) Completing every legal action available to obtain funding when appropriated funding results in a shortfall.

c) Non-Infrastructure Owners/members (Local Government/AFEA) are responsible for the following:

1) Requesting an appropriation for their negotiated cost share through their annual budget process and applying that appropriation in full when received as defined by the process and agreement the State of Alaska has independently set forward.

2) Agencies are responsible to complete every legal action available to them to obtain funding, when appropriated funding results in a shortfall.

7. All parties to this Cooperative Agreement are voluntary participants, and expressly acknowledge the requirements contained here within and their associated responsibilities, as outlined.

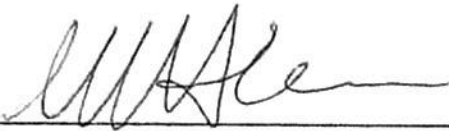
8. The Point of Contact for the State of Alaska and Local Government is Mr. Jim Bates, (907) 269-4744 or his designated representative. The Point of Contact for ALCOM is Mr. Tim Woodall, (907) 552-8223. The Point of Contact for the Alaska Federal Executive Association is Assistant Special Agent in Charge David A. Condo, (907) 265-8102.

9. The initial term of this agreement is from 1 July 2015 through 30 June 2016 unless extended, superseded or otherwise terminated by the stakeholders.

10. This **ALMR Cost Sharing Cooperative Agreement** will become effective upon final signature and will remain effective until the end of its term or until extended, terminated or modified, in writing, by consent of all parties. An annual review of this Cooperative Agreement will be conducted within three months of the anniversary date of the original signatures.

11 January 2016


Colonel Harold Hoang, USAF Date
Director, Command, Control, Communications and Computer Systems
Alaskan Command/JTF-AK

 12/22/15

Deputy Commissioner Bill Comer Date
Department of Public Safety
State of Alaska

Mr. Scott Stormo (coordination) SSS (Initials/Date) 12/22/15
Enterprise Technology Services
Department of Administration

Mr. Jim Bates (coordination) JB (Initials/Date) 12/22/15
Director, Enterprise Technology Services
Department of Administration

 12/22/2015

Assistant Special Agent in Charge David Condo Date
Participating Non-DOD Federal Agency Representative
Alaska Federal Executive Association