



CODICIL

TO

**ALASKA LAND MOBILE RADIO COMMUNICATIONS SYSTEM COOPERATIVE
AGREEMENT (21 NOVEMBER 2007)**

BETWEEN

THE STATE OF ALASKA

AND

ALASKAN COMMAND

AND

THE MUNICIPALITY OF ANCHORAGE

FOR

**CONTINUED SUPPORT OF THE ALASKA LAND MOBILE RADIO (ALMR)
COMMUNICATIONS SYSTEM AND ANCHORAGE WIDE AREA RADIO NETWORK
(AWARN)**

This is a codicil ("Codicil") to the Alaska Land Mobile Radio Communications System Cooperative Agreement ("Cooperative Agreement") between the State of Alaska ("Alaska"), Alaskan Command ("ALCOM"), and the Municipality of Anchorage ("MOA"), dated 21 November 2007. When referred to collectively, these entities are referred to as the "Parties."

1. BACKGROUND:

1.1. The Cooperative Agreements, as well as the annual ALMR Cost Sharing Cooperative Agreements, between the State of Alaska, Federal civilian agencies, Federal Department of Defense and local governments establishing the ALMR cooperative partnership have produced a fully operational state-of-the-art¹ communications system covering a majority of Alaska's population. At this time, the System provides interoperable day-to-day and emergency response communications utilizing 82 repeater towers, serving 120 member agencies operating on 18,630 subscriber units (handheld and mobile vehicle-mounted radios). An additional 3,400 subscriber units, with full interoperability with ALMR, operate on the Anchorage Wide Area Radio Network (AWARN) owned by the Municipality of Anchorage

¹ ALMR is built to the Association of Public Safety Communications Officials (APCO) Project 25/Telecommunications Industry Association (TIA) 102-A standard for digital trunked radio infrastructure.

(MOA). Since becoming fully operational on July 1, 2008, membership and usage have continued to increase annually. At the end of calendar year 2007, there were 8,502,873 voice calls by 76 agencies and at the end of calendar year 2014, there were 13,796,423 voice calls by 122 agencies.

1.2. As a majority of Alaska's public safety responders have come to depend on ALMR as their primary means of communications, it is critical that the System software and physical infrastructure be kept current to ensure users can effectively communicate. The technology in ALMR continues to evolve and requires refreshment/update of the software, hardware and capacity increases in the same manner as any other information technology system. Aside from the need to update the software on a timely basis, several critical pieces of the ALMR infrastructure will reach End of Life (EOL) over the next five years. Manufacturer support will also end upon EOL. To continue to ensure a reliable, mission critical, secure communications system for Alaska's first responders, the equipment reaching EOL will need to be replaced.

1.3. The spectrum sharing waiver,² granted by the Federal Communications Commission (FCC) and National Telecommunications and Information Administration, allowing the interoperability of ALMR through the sharing of 120 frequency pairs by Alaska and ALCOM, must be renewed in 2014.

2. **AUTHORITIES:** The Cooperative Agreement was enacted in 2007 under the authority of 31 U.S.C. § 6305, which generally authorizes the use of cooperative agreements between the federal government and state and/or local governments, when independent statutory authority over the substance of the agreement exists. The independent authority for this Cooperative Agreement arises under two statutes, as well as the DoD implementing regulations for those statutes. First, 42 U.S.C. § 1856a authorizes heads of agencies responsible for fire protection for any United States property to enter into reciprocal agreements with fire organizations maintaining fire protection facilities within the vicinity of the property and to ratify previous agreements using this authority. DoDI 6200.03, *Public Health Emergency Management within the Department of Defense*, paragraph 4.e, implements 42 U.S.C. § 1856a, providing that "Military Commanders responsible for providing fire protection and/or emergency services...may enter into mutual aid agreements with any governmental entity...in the United States...that maintains facilities for fire protection and/or emergency services...and that provides such protection, services or support." Second, 42 U.S.C. § 5121, as promulgated by DoDI 6055.06, *DoD Fire and Emergency Services (F&ES) Program*, paragraphs 4.4 and E5.1.4, authorizes DoD to make its F&ES capabilities available to assist civil authorities under mutual aid agreements. Additionally, DoDI 6055.17, *DoD Installation Emergency Management (IEM) Program*, paras. 5.g and 6.c, contemplates entering into mutual aid agreements, instructing that emergency management functions must be interoperable with community counterparts, and may include "systems, processes, procedures, organizations, and missions over the life cycle."³

² On 7 August 2003, the FCC issued DA 03-2612, granting Alaska's Waiver Request to construct and operate the ALMR system using standard and non-standard channels, as consistent with the FCC's policy goals of attaining spectrum efficiency and interoperability, and the larger public interest goals of public safety, homeland security, and governmental cost-efficiency.

³ In 2013, 10 U.S.C. § 2336 ("Intergovernmental support agreements with State and local governments") was enacted, authorizing the military Services to enter into intergovernmental support agreements with State or local governments to provide, receive, or share installation-support services if the Service Secretary determines that the

3. **PURPOSE:** This Codicil conveys the signatories' support for (1) the continued existence of the ALMR partnership; (2) the sharing of radio frequency assets between Federal, State and local member agencies; (3) the pursuit of a lifecycle management approach that ensures the System retains Information Assurance certification and operational readiness in support of day-to-day and interoperable emergency/mutual aid response communications for the member agencies; and (4) the replacement of end-of-life (EOL) equipment within the next five years to ensure continued use and sustainment of the shared system infrastructure of the Alaska Land Mobile Radio (ALMR) Communications System.

4. **RESPONSIBILITIES OF THE PARTIES:** The obligations specified in Article 12 of the Cooperative Agreement continue to be in effect.

5. **WAIVER OF CLAIMS:** Each party hereby waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of the Agreement and this Codicil.

6. **FUNDS:** This Codicil does not document or provide for the exchange of funds between the Parties nor does it make any commitment of funds. The terms of this Codicil are subject to the provisions of the Anti-Deficiency Act (ADA), 31 U.S.C. § 1341. The terms of the Cooperative Agreement and this Codicil shall not be interpreted to require the Alaskan Command or the Department of Defense to commit, obligate, appropriate, or spend funds or support in violation of the ADA and other applicable laws respecting Federal funding. Compliance by Alaskan Command with this Cooperative Agreement and this Codicil continues to be strictly subject to budget limitations and availability of funds. However, Alaskan Command agrees to pursue sufficient funding through established procedures to fulfill its obligations under the Cooperative Agreement and this Codicil.

7. **POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the continued implementation of the Cooperative Agreement and this Codicil. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1 For the State of Alaska —

- A. Position, address, and phone number of Primary POC:
Department of Public Safety, Commissioner Gary Folger
5700 E Tudor Road, Anchorage, AK 99507
907-269-4531
- B. Position, address, and phone number of Alternate POC:
Alaska State Troopers, Lt. Steven Adams
5700 E Tudor Road, Anchorage, AK 99507
907-269-5409

Agreement will serve the best interests of the department by enhancing mission effectiveness or creating efficiencies or economies of scale, including by reducing costs. However, 10 U.S.C. § 2336(b) provides that it is not intended to “revoke, preclude, or otherwise interfere with existing or proposed mutual-aid agreements relating to police or fire protection services or other similar first responder agreements or arrangements.” As the Cooperative Agreement was enacted under a previous authority, and continues under additional authorities, the use of 10 U.S.C. § 2336 is unnecessary.

6.2 For Alaskan Command —

- A. Position, address, and phone number of Primary POC:
ANR-ALCOM/J6, Colonel Harold Hoang
9480 Pease Avenue, Joint Base Elmendorf-Richardson, AK 99506
907-552-8350
- B. Position, address, and phone number of Alternate POC:
ANR-ALCOM/J64, Mr. Tim Woodall
9480 Pease Avenue, Joint Base Elmendorf-Richardson, AK 99506
907-552-8223

6.3 For the Municipality of Anchorage —

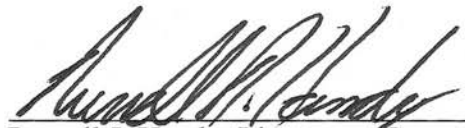
- A. Position, address, and phone number of Primary POC:
Anchorage Police Department, Lieutenant Ken Spadafora
4501 Elmore Road, Anchorage, AK 99507
907-786-8835
- B. Position, address, and phone number of Alternate POC:
Anchorage Police Department, Deputy Chief Garry Gilliam
4501 Elmore Road, Anchorage, AK 99507
907-786-8647

Signed:



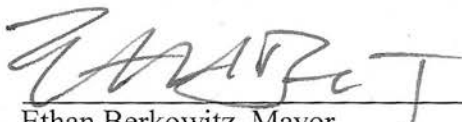
Bill Walker, Governor
State of Alaska

11/24/15
Date



Russell J. Handy, Lieutenant General, USAF
Commander, Alaskan Command

2-13-16
Date



Ethan Berkowitz, Mayor
Municipality of Anchorage

1-12-16
Date