



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 Federal Executive Association (FEA) of Alaska, 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 is part of, and incorporates by reference, the 21 November 2007 ALMR Cooperative Agreement (attached), 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) (attached), 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 DOD and FEA participation in cooperative partnerships like ALMR and State Procurement Code A.S. 36, Chapter 30 forms the basis for State of Alaska participation.

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.

3. **Scope.** This **ALMR Cost Share Cooperative Agreement** is established between ALCOM, on behalf of participating DOD member agencies (United States Army Alaska, Elmendorf Air Force Base, Eielson Air Force Base, and Clear Air Force Station), the SOA/DOA, FEA of Alaska, 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. The Cost Share Approach will be that the owner of the infrastructure equipment will pay for the maintenance of that equipment in accordance with the requirements defined in the SLA.

5. The Cost Share Method will be that the costs of the Operations Management Office and the System Management Office will be shared 50/50 between the Federal government (meaning ALCOM and the FEA) and State/Local government (meaning SOA/DOA and the Local governments SOA/DOA represents). Federal agencies will develop a method to apportion the costs among themselves. State and Local governments will also develop their own method to apportion the costs among themselves.

6. Responsibilities.

a) 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 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) ALCOM and its DOD member agencies are responsible for the following:

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.

- 1) Requesting an appropriation for their apportioned cost share defined in their membership agreement through their annual budget process.
- 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) DOD agencies are responsible to complete every legal action available to them to obtain funding when appropriated funding results in a shortfall.

c) FEA members are 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 appropriation in full when received to the applicable ALMR cost share in sufficient time to permit application to applicable contract services.
- 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 Kohler, (907) 723-9686. The Point of Contact for ALCOM is Mr. Tim Woodall, (907) 552-8223. The Point of Contact for the Federal Executive Association is Mr. Harry Kieling, (907) 271-5626.

9. The initial term of this agreement is from 1 July 2009 through 30 June 2010 unless extended, superseded or otherwise terminated by the stakeholders.

10. This **ALMR Cost Share 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.

Attachments:

1. 2007 ALMR Cooperative Agreement
2. 2008 ALMR Service Level Agreement

Kristine M. Clifton

29 May 09
Date

Kristine M. Clifton
Colonel USAF
Director, Command, Control,
Communications and Computer Systems
Alaskan Command

Annette Kreitzer

5/28/09
Date

Ms. Annette Kreitzer
Commissioner
Department of Administration
State of Alaska

Harry Kieling

5/28/09
Date

Mr. Harry Kieling
Alaska Regional Director
Aviation Management
Federal Executive Association of Alaska