

Introduced by:	Mayor
Date:	08/07/12
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2012-062**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE 2012 ALASKA LAND
MOBILE RADIO COMMUNICATION SYSTEM MEMBERSHIP AGREEMENT**

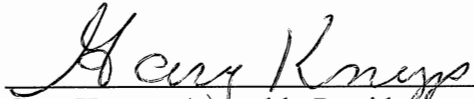
- WHEREAS,** the Alaska Land Mobile Radio Communications System (“ALMR”) is a state-wide effort to develop and implement a communications system capable of providing interoperable wireless voice systems for first responders, mutual aid and emergency and medical response personnel; and
- WHEREAS,** the ALMR membership agreement submitted for the Mayor’s signature is for the period of July 1, 2012 through June 30, 2013, and would provide the Kenai Peninsula Borough with access to the project 25 compliant system, multiple system redundancies with backup power, emergency alert availability, system security, radio interoperability, system management, and numerous other benefits as described in the membership agreement; and
- WHEREAS,** pursuant to prior membership in ALMR, the Kenai Peninsula Borough has purchased and placed into operation numerous ALMR mobile radio communication devices and must be a member of ALMR to use this equipment; and
- WHEREAS,** the membership agreement provides for the individual member agencies to request and obtain sufficient funds to cover the members’ annual cost share; however, no cost share has been determined or proposed at this time; and
- WHEREAS,** pursuant to Paragraph XI.A, nothing in the membership agreement binds the Kenai Peninsula Borough to expend in any fiscal year any sum in excess of available appropriations; and
- WHEREAS,** the Kenai Peninsula Borough has previously participated as a member in ALMR, and the best interests of the borough would be served by renewing its membership for the current fiscal year;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI
PENINSULA BOROUGH:**

SECTION 1. That the Kenai Peninsula Borough Mayor is authorized to execute the accompanying ALMR communications system membership agreement for the 2013 fiscal year.

SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 7TH DAY OF AUGUST, 2012.



Gary Knopp, Assembly President

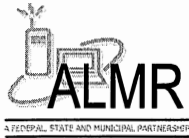
ATTEST:



Johni Blankenship, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp
No: None
Absent: None



Alaska Land Mobile Radio Communications System Membership Agreement

Access to the Alaska Land Mobile Radio (ALMR) Communications System provided through this Membership Agreement, and any amendment(s) thereto, is conditioned upon the approval of the terms and conditions of access as outlined in (the) ALMR Communications System Cooperative Agreement and approval by the Executive Council.

This Membership Agreement is for the period of July 1, 2012 to June 30, 2013, and entered into by and between (the Member aka User) Kenai Peninsula Borough whose address is 144 N. Binkley Street, and the Alaska Land Mobile Radio (ALMR) Executive Council, whose designated representative is the ALMR Operations Management Office, 5900 E. Tudor Road, Anchorage, AK 99507-1245.

I. PURPOSE

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

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

II. DEFINITIONS

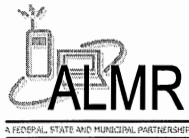
- A.** Abuse of User Privileges: repeated violation of System guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and direction of the Executive Council. A decision by the Executive Council is final and non-appealable.
- B.** Alaska Land Mobile Radio (ALMR) Communications System: the ALMR Communications System, which uses but is separate from the State of Alaska Telecommunications System (SATS), as established in the Cooperative Agreement.
- C.** Alaska Municipal League: a voluntary non-profit organization in Alaska that represents Member local governments.
- D.** AST – Alaska State Troopers.
- E.** Cooperative Agreement: the instrument that establishes ALMR and sets out the terms and conditions by which the system will be governed, managed, operated and modified by the Parties signing the Agreement.
- F.** Department of Administration (DOA): a State of Alaska (SOA) department that maintains the SOA Telecommunication System (SATS) and provides information technology (IT) and communications technical support to state agencies.
- G.** Department of Defense – Alaska: Alaskan Command, US Air Force and US Army component services operating under United States Pacific Command.
- H.** Emergency Alarm – a Project 25 feature, when enabled, allows a Member to transmit an emergency alarm to their dispatch center.
- I.** Executive Council: the ALMR Executive Council which is made up of Members and associate Members from the State of Alaska representing state agencies, the Alaska Municipal League, the



Alaska Land Mobile Radio Communications System Membership Agreement

Alaska Federal Executive Association, the Department of Defense – Alaska, and the Municipality of Anchorage.

- J. Alaska Federal Executive Association (AFEA): the organization that represents federal government entities, agencies and organizations, other than the Department of Defense, that will operate on the shared ALMR system infrastructure.
- K. Gateway - a device that allows a disparate radio to communicate real time, overcoming spectrum, formatting, and other technical challenges. ALMR utilizes MotoBridge™ gateways.
- L. Information Assurance (IA): protects and defends information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.
- M. Membership Agreement: the agreement entered into between the ALMR Operations Management Office, as the designated agent for the Executive Council, and a user agency, which sets forth the terms and conditions under which the System provides services to a user agency and the user agency's responsibilities while operating the System.
- N. Municipality of Anchorage (MOA): The MOA covers 1,951 square miles with a population of approximately 278,000. The MOA stretches from Portage, at the southern border, to the Knik River at the northern border, and encompasses the communities of Girdwood, Indian, Anchorage, Eagle River, Chugiak/Birchwood, and the native village of Eklutna.
- O. Non-Proprietary Talkgroup – a talkgroup assigned during a multi-agency operation, such as a central dispatch. A non-proprietary talkgroup is not Member-exclusive and is cooperatively shared by participating Members.
- P. Operations Manager: the Operations Manager represents the User Council interests and makes decisions on issues related to the day-to-day operation of the System and any urgent or emergency System operational or repair decisions. In coordination with the User Council, the Operations Manager establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the Service Level Agreement.
- Q. Operations Management Office (OMO): develops recommendations for policies, procedures, and guidelines; identifies technologies and standards; and coordinates intergovernmental resources to facilitate communications interoperability with emphasis on improving public safety and emergency response communications.
- R. Party/Parties: one or more Parties who have signed the Agreement (Cooperative Agreement). The Parties to the agreement are: Department of Defense - Alaska, Alaska Federal Executive Association, and the State of Alaska Department of Administration's commissioner or commissioner's designee, respectively or collectively.
- S. P25 Standards: the P25 suite of standards involves digital Land Mobile Radio (LMR) services for local, state and national (federal) public safety organizations and agencies. P25 is applicable to land mobile radio (LMR) equipment authorized or licensed, in the U.S., under the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC) rules and regulations.
- T. Partitioned System Management – the responsibility residing in an agency as the ALMR system manager/operator on behalf of that entity alone to perform systems management as defined in separate memorandums of agreement.
- U. Proprietary Talkgroup – an exclusive talkgroup assigned to a single, specific agency.
- V. Radio – either a Project 25 compliant control station, consolette, mobile or portable radio, which has a unique identification number and is assigned to the ALMR.
- W. Radio Programming – fleetmapping, template programming and reprogramming, and assignment of talkgroups within ALMR.
- X. State of Alaska (SOA): the primary maintainer of the SATS (the State's microwave system), and shared owner of the System.
- Y. State of Alaska Telecommunications Systems (SATS): The State of Alaska statewide telecommunications system microwave network.



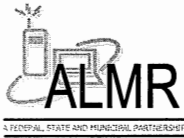
- Z.** Super System Management – the responsibility residing with the Operations Manager/System Manager on behalf of all ALMR Members that include, but are not limited to:
 - 1. Assign radio use priorities;
 - 2. Assign radio identification numbers;
 - 3. Manage talkgroups to assure appropriate use of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

III. ALMR COMMUNICATIONS SERVICES

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

IV. GENERAL PROVISIONS

- A.** ALMR Mobile Radio Coverage – ALMR provides mobile radio communication coverage to the Member subject to the Member's compliance with recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member agency detects possible ALMR network infrastructure malfunctions or radio communication coverage loss, the Member should first contact its equipment service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should promptly notify the Help Desk. The Help Desk will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member agency. Coverage is not guaranteed and will vary from location to location. The Member agency is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its geographic jurisdiction.
- B.** Private Calling Availability – an agency may choose to avail itself of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up ALMR System resources. Consequently, a determination of the need and potential impact on the system will be made by the System Management Office when such a request is received from Member agencies.



Alaska Land Mobile Radio Communications System Membership Agreement

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

V. MEMBERSHIP OBLIGATIONS

- A. Activation and Member Fees – Not later than June 30 each year, the Parties (signatories) to the Cooperative Agreement will determine the cost share of individual Members. Each Party (signatory) to the Cooperative Agreement will be responsible for communicating the costs associated with the cost shares billed to the Member agencies.
- B. Funding Obligation – Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member's annual cost share.
- C. Member Radio Equipment – Member agencies may only use ALMR-approved radio equipment. Member agencies are responsible for acquiring their own equipment. A list of acceptable radio equipment is available on the ALMR website or from the System Management Office. This list will be updated from time to time.



- D. Radio Maintenance and Repair – Each Member agency is responsible for proper maintenance and repair of its radio subscriber equipment. This assures that the member agency's radios are in optimal operating order and will not have an adverse impact on other Members' use of ALMR.
- E. No Personal Business – No personal business may be conducted on ALMR by the Member, its employees, or authorized agents, including volunteers and the Member agency's service provider.
- F. Compliance with Federal, State and Local Laws – Member agencies will comply with all current and future Federal, State and local laws, rules, and regulations, as they relate to consolidated public safety dispatching.
- G. Compliance with Guidelines, Procedures, and Protocols – The Member agencies will comply with all guidelines, policies, procedures, and protocols governing the operation and use of the ALMR System as established by the User Council, approved by the Executive Council, and enacted by the Operations Management or System Management Offices. Member agencies will comply with all directives of the Executive Council, including but not limited to those listed in this Membership Agreement. Copies of policies and procedures are available to the Member agencies through the Operations Management Office or at <http://www.alaskalandmobileradio.org>.
- H. Member Agency POC - Each Member agency will identify a central point of contact (POC) to serve as its liaison to the ALMR System Management Office. The POC will be responsible for authorization of template modifications, coordination of new radios onto ALMR, providing fleetmapping data for record keeping purposes, providing after hour emergency telephone numbers, and attending meetings necessary for the safe and efficient operation of ALMR.
- I. Security - All management console or dispatch console operators shall complete the required ALMR IA Training prior to obtaining ALMR System user credentials. All System users shall comply with the ALMR IA Policies. No agency shall allow the connection of unauthorized components to the system or to any port on the system. Agencies shall ensure no non-standard, unapproved applications are loaded on ALMR computers, servers, or routers. Agencies shall ensure no unauthorized personnel are allowed access to system management components (e.g. management consoles). Member agencies shall ensure encryption is used whenever appropriate. Agencies shall comply with all Information Assurance controls, policies, procedures, and processes.
- J. Corrective Action – In order to protect the integrity, security, safety, and efficient operation of ALMR for all its Member agencies, Member agencies will take appropriate corrective action against any of its employees who violate ALMR guidelines, procedures, or protocols including those set out in this Membership Agreement.
- K. System Management – Member agencies will comply with System Management direction in order to assure the safe and efficient operation of ALMR for all Members.
- L. Trained Personnel - Member agencies will not permit any employee or other personnel, including volunteers, to use ALMR until such individual(s) have received radio user training.

VI. DISPUTE RESOLUTION

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

VII. GOVERNANCE



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

VIII. DURATION, CANCELLATION, & TERMINATION OF MEMBERSHIP

Agency membership on ALMR will remain in effect until canceled or terminated by the member agency upon 30 days written notice. The Membership Agreement, between the Member agency and the Executive Council, may be terminated for violation(s) of the terms and conditions of the Cooperative Agreement (inclusive of its appendices) upon 30 days written notice to the Member agency. Termination for cause, or departure at the request of the agency, does not relieve the Member agency of their financial obligations for the inclusive term of the membership (as specified on page one). Termination is subject to review and approval by the Executive Council.

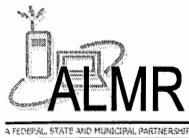
IX. TERMINATION ASSISTANCE

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

X. MISCELLANEOUS

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

XI. SPECIAL PROVISIONS



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

- A. Funding Obligation** – Per the Cooperative Agreement, Article 2, Section 11, and Article 9, Section 7, and as further noted in Article 11, Section 6, nothing contained in this Membership Agreement shall be construed as binding the Member agency to expend in any one fiscal year any sum in excess of available appropriations made by Congress, the Alaska Legislature, a city council, a borough assembly, or a board of directors for the purposes of this Membership Agreement for that fiscal year, or to be obligated to make an expenditure of money in excess of such appropriations.
- B. Liability** –the signatories to this Membership Agreement verify their represented agencies accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Membership Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this system or its affects.

XII. NOTICES

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

Agency Name KPB/Office of Emergency Management
POC Name Scott Walden
Address 1 253 Wilson Lane
Address 2 _____
City Soldotna
Zip code 99669
Phone 907-262-4910
Cell 907-394-2417
Fax: 907-714-2395
Attention _____
E-mail swalden@borough.kenai.ak.us

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

AUTHORIZED MEMBER SIGNATORY:

Agency Name Kenai Peninsula Borough
Representative Name Mr. Mike Navarre
Representative Title Borough Mayor
Signature _____
Date _____

AUTHORIZED PARTY SIGNATORY:

Entity Name _____
Representative Name _____
Representative Title _____
Signature _____
Date _____



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

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

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

Approval

Del Smith
Operations Manager

Signature

Date