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**CITY OF KENAI**

**RESOLUTION NO. 2017-70**

A RESOLUTION OF THE COUNCIL OF THE CITY OF KENAI, ALASKA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE THIRD OPERATIONS SUPPORT SQUADRON AND THE CITY OF KENAI FOR INSTALLATION OF WEBCAMS AT THE KENAI MUNICIPAL AIRPORT.

WHEREAS, the 3<sup>rd</sup> Operations Support Squadron (3OSS), a combat support unit of the United States Airforce, located at Joint Base Elmendorf-Richardson has requested the City enter into an Memorandum of Understanding (MOU) to provide support for the installation of four weather cameras at the Kenai Airport to support F-22 operations in Kenai and serve other aviation related purposes; and,

WHEREAS, the MOU provides that the 3OSS will pay for the installation and maintenance of the cameras and the City will provide power and internet connectivity, with both parties having access to the feed; and,

WHEREAS, the MOU will provide benefits to the City, 3OSS, and other access users and is in the best interest of the City; and,

WHEREAS, at the Airport Commission meeting on October 12, 2017, the Airport commission recommended the City Council approve the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA:

**Section 1.** That the City Manager is authorized to execute the attached MOU with the 3<sup>rd</sup> Operations Support Squadron in the same or substantially same form as attached to this resolution.

**Section 2.** That this resolution takes effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF KENAI, ALASKA, this \* day of \*, 2017.

\_\_\_\_\_  
BRIAN GABRIEL SR., MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk



*"Village with a Past, City with a Future"*

210 Fidalgo Ave, Kenai, Alaska 99611-7794

Telephone: (907) 283-7535 | Fax: (907) 283-3014

www.kenai.city

## MEMORANDUM

**TO:** Mayor Brian Gabriel and Kenai City Council  
**THROUGH:** Paul Ostrander, City Manager *P.O.*  
**FROM:** Mary L. Bondurant – Airport Manager *M.L.B.*  
**DATE:** November 27, 2017  
**SUBJECT:** **Memorandum of Understanding between 3<sup>rd</sup> Operations Support Squadron & the City of Kenai**

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The military has contracted with the FAA to install four weather cameras at the Kenai Airport. The motivation for the webcams is partially to see weather in the Inlet and partially for the F-22 Operations staff to view the airport as an alternate airfield.

Webcams are installed throughout the State and are a valuable tool used by the aviation community to check weather conditions.

The Airport Commission reviewed the MOA at the October 12, 2017 Commission meeting and recommends Council approval.

**Does Council recommend the City manager enter into a Memorandum of Understanding between the 3<sup>rd</sup> Operations Support Squadron and the City of Kenai?**

Please contact me if you have any questions.



MEMORANDUM OF UNDERSTANDING BETWEEN  
THE 3d OPERATIONS SUPPORT SQUADRON (3 OSS)  
AND  
THE CITY OF KENAI  
FOR  
INSTALLATION OF 4 WEBCAMS AT KENAI MUNICIPAL  
3 OSS-MOU-001

This is a Memorandum of Understanding (MOU) between the 3 OSS and the City of Kenai. When referred to collectively, the 3 OSS and the City of Kenai are referred to as the "Parties".

1. **BACKGROUND:** 4 webcams are contracted to be installed at Kenai Municipal. The 3 OSS is funding the install and the contract has been awarded to TecPro Ltd.

2. **PURPOSE:** To identify roles and responsibilities of the parties regarding the operation and maintenance of the 4 webcams.

3. **UNDERSTANDINGS OF THE PARTIES:**

3.1. The 3 OSS will—

3.1.1. Fund and organize any major maintenance to the webcams as deemed necessary by the 3 OSS commander.

3.1.2. Maintain ownership of the cameras and associated equipment.

3.1.3. Provide the City of Kenai IT department with all passwords necessary to access the camera software.

3.1.4. Work with the Federal Aviation Administration (FAA) to make the webcam feed available on the FAA Aviation Weather Cameras webpage.

3.2. City of Kenai will—

3.2.1. Use reasonable efforts as provided to similar City facilities and installations to provide a non-reimbursable power supply to operate the webcams 24 hours per day, 7 days per week. The City shall not be responsible or have any liability for any power outages or disruptions.

3.2.2. Use reasonable efforts as provided to similar City facilities and installations to provide a non-reimbursable internet connection for the webcam feed to be shared on the FAA Aviation Weather Cameras webpage 24 hours per day, 7 days per week. The City shall not be responsible or have any liability for any power outages or disruptions.

3.2.3. Provide a shared public IP address for remote web-based access to the webcam feed.

3.2.4. Not consider the webcams a critical system in alignment with the FAA's guidance. As such, the webcams may experience down time during maintenance and/or unavoidable outages.

4. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

5. **GENERAL PROVISIONS:**

5.1. **POINTS OF CONTACT (POCs):** The following POCs will be used by the Parties to communicate in the implementation of this NIAA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the 3 OSS—

5.1.1.1 Primary: Capt Rachael Layne, Weather Flight Commander, 907-552-5201

5.1.1.2. Alternate: MSgt Ricky Frye, Weather Flight Chief, 907-552-9815

5.1.2. For the City of Kenai—

5.1.2.1. Primary: Mary Bondurant, Kenai Municipal Airfield Manager, 907-283-7951

5.1.2.2. Alternate: Jim Lackey, Kenai Municipal Assistant Airfield Manager, 907-398-9997

5.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the 3 OSS, to—

5.2.1. 8364 Kuler Ave, JBER, AK 99506

and, if to the City of Kenai, to—

5.2.2. 210 Fidalgo Ave, Kenai, AK 99611

or as may from time to time otherwise be directed by the Parties.

5.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

5.4. MODIFICATION OF AGREEMENT: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

5.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

5.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

5.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

5.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

5.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.10. EXPIRATION DATE: This MOU expires on 01 Nov 2026.

APPROVED:

For the 3 OSS—

  
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John Rogers, Lt Col, USAF

Phone: 907 552-3022

21 Nov 2017  
(Date)

For the City of Kenai—

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Paul Ostrander, City Manager, Kenai, AK

Phone: 907 283-8223

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(Date)