

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 23-06**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY ACCEPTING FUNDS FROM THE STATE OF ALASKA
SAFE ICE ROADS FOR ALASKA (SIRA) PROGRAM TO CONSTRUCT
ICE ROADS AND FOR RELATED PURPOSES.**

WHEREAS: the Northwest Arctic Borough Assembly is the governing body for the Northwest Arctic Borough, an Alaska home rule, regional municipal government that encompasses eleven communities within its boundaries; and

WHEREAS: the Alaska Department of Transportation & Public Facilities (DOT&PF) has established the Safe Ice Roads for Alaska (SIRA) program for communities to competitively access funding for ice roads through Federal Surface Transportation Block Grant (STBG) funding for developing and maintaining ice and seasonal roads; and

WHEREAS: the SIRA program is a competitive funding opportunity administered by DOT&PF exclusively for the development, maintenance, and operations of seasonal ice roads and emphasizes enhancing the safety of ice roads that are developed and maintained by local communities; and

WHEREAS: the Borough has utilized State funds for ice road construction in the past to provide safe and efficient transportation between the communities of Kotzebue, Noorvik, and Kiana; and

WHEREAS: the construction of ice roads increases access between communities for several months and reduces the cost of living by providing access to alternate goods and services; and

WHEREAS: the Borough wishes to accept the funds from the State and facilitate transportation between Borough communities; and

WHEREAS: this grant is in the amount of \$300,000 and requires a 9.03% match of \$27,090.00; and

WHEREAS: accepting the SIRA grant funds is in the best interests of Borough residents and communities.

NOW THEREFORE BE IT RESOLVED: that the Northwest Arctic Borough accepts the funds from the State of Alaska in an amount not to exceed \$300,000.00 for ice road construction and authorizes the Mayor to execute all necessary

documents required for acquisition and management of these funds, including the provision of a 9.03% match of \$27,090.00.

PASSED AND ADOPTED THIS 28th DAY OF FEBRUARY 2023.



Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 28th DAY OF FEBRUARY 2023.



Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 28th DAY OF FEBRUARY 2023.



Stella Atoruk, Borough Clerk

ATTEST:



MEMORANDUM OF AGREEMENT

Between

THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

And

NORTHWEST ARCTIC BOROUGH

Project: Safe Ice Roads for Alaska: Northwest Arctic Borough 2022

Agreement No.:

State / Federal Project No.: NFHWY00773

This Memorandum of Agreement (MOA) is entered into by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the “DEPARTMENT”, and the Northwest Arctic Borough, hereinafter called “ENTITY.”

The limits of the obligations under this MOA are based on the following official scope for the ENTITY Ice Road for the maintenance of ice road for improved safety of users.

Scope of Project:

A. RESPONSIBILITIES

1. The DEPARTMENT will provide funding on a reimbursable basis for eligible direct costs related to ice road construction, preventative maintenance, and monitoring activities related to enhancing the safety of ice roads and provide the ENTITY with a digital copy of the draft Design and Operation of Ice Roads Manual.
2. The ENTITY will document eligible expenses. Records for expenses will be retained by the ENTITY for 2 years after this MOA and the associated federal-aid project agreement is closed out. The ENTITY will utilize, reference, and follow the draft Design and Operation of Ice Roads Manual to the maximum extent possible with the funds provided under this MOA. Please note, not all activities referenced in the Ice Roads Manual are eligible expenses under the 2022 Safe Ice Roads for Alaska grant, see Section D for details.

B. CONDITIONS

The DEPARTMENT and the ENTITY agree to accept the following responsibilities for each respective agency and to complete the work in the manner and general time frame required by this Agreement. It is agreed upon by and between the DEPARTMENT and the ENTITY that:

1. The ENTITY will notify the DEPARTMENT in writing when ice road work commences after receiving the Notice to Proceed. It will continue to report not less than monthly as to the progress of the project, and will notify the DEPARTMENT when work is complete.
2. The ENTITY’s personnel will accompany the DEPARTMENT on any general inspections of the ice road. The DEPARTMENT will provide the ENTITY with advanced notice of its intent to

review and observe the maintained ice road and/or ice road program. DOT&PF's inspection will be limited to verifying that activities are consistent with the draft Design and Operation of Ice Roads Manual.

3. The ENTITY will provide the DEPARTMENT with GPS coordinates of the marked route upon its completion.
4. The ENTITY is responsible for all labor, equipment, expenses, and other incidentals deemed ineligible by the DEPARTMENT.

C. MANAGEMENT

The DEPARTMENT'S designated representative shall be the official representative of the DEPARTMENT. All official direction from the DEPARTMENT shall be in writing and shall be from the signatory DEPARTMENT Team Leader. While the ENTITY may interact directly with many individuals within the DEPARTMENT when completing the work, all contacts and instructions by such individuals shall be considered advisory only, unless otherwise specified in writing.

The ENTITY shall designate a single contact person who shall be solely in responsible charge of the project on behalf of the ENTITY and who is empowered to represent the ENTITY'S interests concerning the subject project.

D. REIMBURSEMENT

The ENTITY will be reimbursed by the DEPARTMENT for all eligible costs minus the DEPARTMENT's ICAP rate of 7.18% as follows:

- DIRECT costs associated with a traditionally used ice road, to include planning, route designation, construction, preventative maintenance, training, and safety-related monitoring activities that are necessary for the preservation of the ice road. Eligible activities for reimbursement must be non-ground disturbing activities and that have no impacts to the water column.
 - **Preventative maintenance activities are only those activities that are required to preserve the integrity of the ice road.**
 - **Operational and routine maintenance that is not required to preserve the integrity of the ice road is not an eligible expense.**
- DOCUMENTED mileage for vehicles and equipment used for ice road maintenance activities (by odometer reading) at a rate of **\$430 per mile**, to cover fuel costs, storage, and depreciation.
- DOCUMENTED GPS location data for begin points and end points of the maintenance area is required for mileage-based reimbursement.
- REQUIRED NON-FEDERAL MATCH AT 9.03%
- Match is required for the reimbursement of eligible expenses. ENTITY may request match through either the CASH MATCH or IN-KIND MATCH methods.
- CASH MATCH payments for the full award amount must be made at the time of executing the MOA, any unused cash match will be returned to the ENTITY upon project closeout.
- IN-KIND MATCH payments will be deducted from approved reimbursement requests at a rate of 9.03%. (Approved reimbursement requests will be paid out at 90.97% of the requested reimbursement amount minus the DEPARTMENT's ICAP.)
- The maximum amount payable under this agreement shall not exceed **\$300,000**
- Only federally eligible costs incurred between the Notice to Proceed from the Department to **April 30, 2023**, will be considered for reimbursement.

- All reimbursements must be submitted to the DEPARTMENT by **June 30, 2023**.
- The DEPARTMENT shall have the sole and final discretion in determining the eligibility of cost incurred by the ENTITY.
- Reimbursement requests should be sent to the Department of Transportation Statewide Safe Ice Roads Program at email: dot.state.programs@alaska.gov.

The ENTITY may submit reimbursement requests the DEPARTMENT once every two weeks or once every month. Periodic payments will be made by the DEPARTMENT to the ENTITY on a regular billing cycle. Other expenditures incurred by the ENTITY shall not be allowed or paid for by the DEPARTMENT.

The DEPARTMENT will not reimburse the ENTITY for:

- Costs that cannot be adequately verified as valid for this Project.
- Equipment and purchases.
- Costs incurred prior to receiving written Notice to Proceed from the DEPARTMENT
- Expenditures incurred in excess of that specifically authorized in this Agreement or any subsequent amendments to the Agreement.
- Any activities that require permits will not be reimbursed under this limited maintenance program.
- Any permits will be the sole responsibility of the entity.

E. SCHEDULE & TERMINATION

Weather and conditions permitting, ice roads should be established no later than **February 20, 2023** unless such date is revised by amendment to this Agreement. The ENTITY is authorized to begin work under this MOA upon receiving written Notice to Proceed (NTP) from the DEPARTMENT. Work prior to receiving NTP is not eligible for reimbursement. DEPARTMENT reserves the right to terminate this agreement at any time. The ENTITY shall be reimbursed for all authorized costs incurred prior to the termination date of April 30, 2023.

February 20, 2023: Ice Roads must be established.

April 30, 2023: Termination Date, eligible expenses must be incurred by this date.

June 30, 2023: All reimbursements must be submitted to the DEPARTMENT.

This MOA will terminate upon the closure and final voucher approval of the associated federal-aid project agreement.


G. AMENDMENTS

This Agreement may be amended as mutually agreed in writing by the DEPARTMENT and the ENTITY to witness the Agreement, the DEPARTMENT and the ENTITY have affixed hereto the signatures of their authorized representatives or officers.

H. APPROVALS

The Northwest Arctic Borough

Approved:

Signature  Date: 2-10-23

Name:
Title: NWAB MAYOR

Signature  Date: 2-10-23

Name:
Title: DIRECTOR PUBLIC SERVICES

State of Alaska Department of Transportation and Public Facilities

Recommended:

Signature: _____ Date: _____

Name: Sara Lucey, Regional Acting Planning Chief:

Approved:

Signature: _____ Date: _____

Name: James Marks, Director