

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 17-01**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY ACCEPTING STATE OPERATING FUNDS 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 2016 Alaska Legislature appropriated fiscal year 2017 operating funds for the Borough to construct ice roads as the Borough deems fit; 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 the ice road 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: there is no matching requirement for this grant; and

WHEREAS: the grant terms require the Assembly to accept the grant funds before they can be spent or reimbursed.

NOW THEREFORE BE IT RESOLVED: that the Northwest Arctic Borough accepts the funds from the State of Alaska in an amount not to exceed \$50,000.00 for ice road construction and authorizes the Mayor to execute any and all necessary documents required for acquisition and management of these funds.

PASSED AND APPROVED THIS 24th DAY OF JANUARY 2017.



Carl Weisner, Assembly President

PASSED AND ADOPTED THIS 24th DAY OF JANUARY 2017.



Clement Richards, Sr., Mayor

SIGNED AND ATTESTED TO THIS 24th DAY OF JANUARY 2017.



Stella Atoruk, Borough Clerk



**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
AND
NORTHWEST ARCTIC BOROUGH**

Project Title: NWAB Ice Road 2017
Funding Program: Northern Region Highways and Aviation Operating General Funds
Funding Year: FY2017

This TRANSFER OF RESPONSIBILITIES AGREEMENT (TORA), effective upon the date of execution by both signatories, is made between the State of Alaska Department of Transportation and Public Facilities (hereinafter called the STATE) and the Northwest Arctic Borough (hereinafter called the BOROUGH). The STATE and the BOROUGH are entering this agreement pursuant to AS 35.15.080 et seq. and any regulations promulgated thereunder.

The BOROUGH's coordinator for this TORA is Brad Reich, Public Services Director, 907-412-2140, breich@nwabor.org. The STATE's coordinator for this TORA is Caitlin Frye, Administrative Assistant II, 907-451-5287, caitlin.frye@alaska.gov. Each party agrees to notify the other party of its change in coordinator.

1. Purpose

The purpose of this TORA is to transfer funding and responsibilities from the STATE to the BOROUGH to construct an ice road between Kotzebue, Noorvik and Kiana.

2. Responsibilities:

- A. The STATE shall provide funding up to the amount of \$50,000.00.
- B. The BOROUGH shall use the funds for the following:

SCOPE OF WORK:

Construct an ice road between Kotzebue, Noorvik and Kiana between February and May of 2017.

3. Conditions:

The BOROUGH has requested they be allowed to assume all responsibility for the work described in SCOPE OF WORK and the parties mutually agree to the following:

- A. The STATE agrees to provide funding up to the amount of fifty thousand dollars (\$50,000.00) for this project.
- B. The BOROUGH will be reimbursed for costs that have been incurred that can be adequately verified as valid for this project, but not to exceed fifty thousand dollars (\$50,000.00).

- C. The BOROUGH agrees to indemnify and hold harmless the STATE and its agents and employees from and against any and all claims, damages, losses and expenses arising out of the BOROUGH's assumption of the responsibilities for the planning and construction of the project as set forth in this agreement.
- D. The BOROUGH shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all regulatory agencies.
- E. The BOROUGH has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to ensure the reasonable safety for the planning and construction of the project. In this connection, the BOROUGH shall take reasonable precautions for the safety of all project employees and all other persons whom the project might affect, and shall inspect all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto.
- F. Responsibility for the maintenance of the completed facility shall be borne by the BOROUGH.
- G. The BOROUGH shall prepare and submit billings for work accomplished in accordance with this agreement to the STATE's coordinator for payment by the STATE. Billings must reflect actual costs, which can be traced through the BOROUGH's accounting records. Billings may be submitted on a partial or final basis. Each billing shall list the project name, begin and end date of the billing period, a summary sheet showing the charges for consultants, contractors, suppliers, and other data that supports the charges. Each billing should also list the previous partial billings and indicate a sequential number for each invoice.
- H. The BOROUGH shall provide the STATE with the final expenditure report, certified by the BOROUGH, of all costs incurred in the accomplishment of the project, on or before June 15, 2017.
- I. The procedures and standards governing termination of this Agreement by the STATE for cause are set forth at 17 AAC 55.050, the terms of which are hereby incorporated by reference.
- J. If, due to changed circumstances, the STATE or the BOROUGH wishes to terminate this agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. If both parties agree that it is in their mutual best interest to terminate this agreement early, the BOROUGH shall provide copies to the STATE of all finished or unfinished documents completed by the BOROUGH. If the agreement is terminated as provided herein, the BOROUGH shall be reimbursed for those actual expenses not otherwise reimbursed under this agreement which were incurred by the BOROUGH during the agreement period and which are directly attributable to the BOROUGH's performance of this agreement. The STATE shall also reimburse the BOROUGH in honoring convenience termination clauses in its agreement(s) with its contractors as long as those clauses conform to the standard convenience termination clause used by the STATE for similar contracts.
- K. The BOROUGH shall ensure that none of the funds paid under this Agreement will be used for the purpose of lobbying activities before the Alaska State Legislature.

L. Unless changed by subsequent written notice, any notices required by this Agreement shall be sent or emailed to the following addresses:

STATE: Department of Transportation & Public Facilities
Northern Region Maintenance & Operations
2301 Peger Road
Fairbanks, Alaska 99709-5399
caitlin.frye@alaska.gov

BOROUGH: Northwest Arctic Borough
P.O. Box 1110
Kotzebue, Alaska 99752
breich@nwabor.org

M. This Agreement may be modified or amended by a written agreement signed by both parties.

APPROVALS:

Northwest Arctic Borough

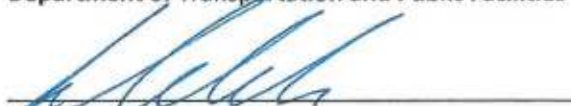


Clement Richards Sr.
Borough Mayor

1-24-17

Date

Department of Transportation and Public Facilities



Jason Sakalaskas
Northern Region Maintenance & Operations Chief

2/17/17

Date