

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 24-06**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY APPROVING A MEMORANDUM OF
UNDERSTANDING WITH THE CITY OF KOTZEBUE FOR
REIMBURSEMENT OF EMERGENCY RESPONSE SERVICE
COSTS FOR THE SWAN LAKE LOOP WATER MAIN
FAILURE AND ATTENDANT WATER AND SEWER
RESIDENTIAL SERVICE LINE FAILURES/FREEZE-UPS,
AND FOR RELATED PURPOSES.**

WHEREAS: on February 4, 2024, the City of Kotzebue experienced a catastrophic failure to the Swan Lake Water Loop due to a weld failure and an extended cold snap; and

WHEREAS: the water line freeze-up affected half of the 14,000 linear-foot water loop and created an immediate public health and safety disaster for 190 homes and the 650-750 residents served by this City-owned water main; and

WHEREAS: over 60 residences have suffered water line freeze-ups, 36 households have experienced sewer line freeze-ups, and numerous homes have had raw sewage backups into their homes; and

WHEREAS: the Borough has assisted the City respond to this emergency disaster, which has required the City to solicit emergency contracts for assistance; and

WHEREAS: as part of the partnership between the Borough and City to respond to this unprecedented disaster, the Borough has agreed to reimburse the City for certain third-party contractor expenses in an amount up to \$300,000 as outlined through the Memorandum of Understanding accompanying this Resolution; and

WHEREAS: the Assembly wishes to approve the MOU for emergency assistance for the City of Kotzebue.

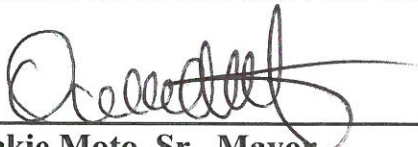
NOW THEREFORE BE IT RESOLVED BY THE NORTHWEST ARCTIC BOROUGH ASSEMBLY: the Borough approves execution of a Memorandum of Understanding in substantially the same form as accompanies this Resolution to reimburse the City of Kotzebue for emergency water and sewer repair service costs in an amount not to exceed \$300,000.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY 2024.



Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 27th DAY OF FEBRUARY 2024.



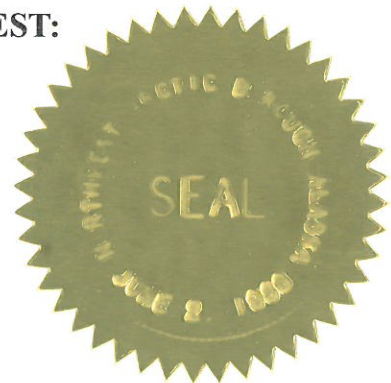
Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 27th DAY OF FEBRUARY 2024.



Stella Atoruk, Borough Clerk

ATTEST:



MEMORANDUM OF UNDERSTANDING
Swan Lake Loop Water Main Failure
Emergency Response

1. Purpose.

This Memorandum of Understanding (the "Agreement") is entered into this 27th day of Feb 2024 (the "Effective Date") between the Northwest Arctic Borough (the "Borough") and the City of Kotzebue (the "City") (each referred to individually as a "Party," and collectively, the "Parties") to facilitate the Borough's reimbursement of the City's payment of certain emergency response contract costs as outlined below.

2. Background.

- a. On February 4, 2024, the City of Kotzebue experienced a catastrophic failure to the Swan Lake Water Loop due to a weld failure and an extended cold snap; and
- b. The water line freeze-up affected half of the 14,000 linear-foot water loop and created an immediate public health and safety disaster for 190 homes and the 650-750 residents served by this City-owned water main; and
- c. Over 60 residences have suffered water line freeze-ups, 36 households have experienced sewer line freeze-ups, and numerous homes have had raw sewage backups into their homes; and
- d. The Borough has assisted the City respond to this emergency disaster, which has required the City to solicit emergency, sole-source contracts with both Drake Construction and Conam Construction Company (in addition to these and other required contractors, the "Contractors") for assistance; and
- e. The Parties wish to set out the terms for the Borough's reimbursement of the City's payments to the Contractors as outlined in this Agreement.

3. City Responsibilities.

- a. The City will be solely responsible for all procurement, contracting, management, and related responsibilities associated with the City's respective agreements with the Contractors.
- b. The City will be solely responsible for submitting timely requests for reimbursement from the Borough for payments to Contractors.

- c. The City will be solely responsible for submitting timely requests for reimbursement from the State of Alaska for payments to Contractors, and in turn repaying the Borough for all costs reimbursed from the State of Alaska for the Borough's payments to the City under this Agreement.

4. Borough Responsibilities.

The Borough will remit reimbursement payments to the City for invoices from the Contractors in a total not to exceed amount of \$300,000.

5. Term.

The term of this Agreement will commence as of the Effective Date and will expire on April 30, 2024, at which time the Parties may renew the Agreement on similar terms and conditions, unless sooner terminated. This Agreement may be terminated by either Party upon 7 days' written notice. In the event that this Agreement is terminated, the Parties will conclude all outstanding reimbursements under this Agreement as soon as practicable.

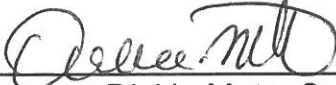
6. Miscellaneous.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a Party to this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties. This Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations and conditions between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, including by electronically transmitted signature, and each counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same agreement. This Agreement may only be modified in writing by the Parties.

The Parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

NORTHWEST ARCTIC BOROUGH

By: 
Dickie Moto, Sr.
Its: Mayor

CITY OF KOTZEBUE

By: _____
Saima Chase
Its: Mayor