DENALI COMMISSION AGREEMENT Project: Eek Barge Landing	**Denali Commission Agreement Number RA-516** **Other Agency's Agreement No:** _____
(check one) ☑ Denali Commission is the Requesting Agency ☐ Denali Commission is the Servicing Agency	EFFECTIVE DATE: See **Block 8c**, Signature Date EXPIRATION DATE: December 31, 2011 **Page 1 of 8**

1. AGREEMENT. This Reimbursable Agreement (including the attached standard conditions) constitutes the entire agreement between the requesting agency and the servicing agency.

2a. AUTHORITY OF REQUESTING AGENCY: (check all that apply)

☐ 23. U.S.C. 204, Highways, Federal Lands Highway Program. (Applies when WFLHD is the requesting agency and state agencies, civil subdivisions of a state, or Tribes will be performing services relating to planning, research, engineering, construction of roads/bridges, or transit facilities within public lands/NPS/Indian reservations.

☑ 31 U.S.C. 1535, The Economy Act (Applies when 23 U.S.C. 308 does not apply. Authorizes one federal agency to secure items/services from another federal agency.)

☐ Other. _____

2b. AUTHORITY FOR SERVICING AGENCY:

☐ 23. U.S.C. 308, Highways, Cooperation with Federal and State Agencies & Foreign Countries. (Applies when WFLHD is the Servicing Agency who will be performing engineering or other services to another Federal agency or to State/local government agencies.

☑ Other. Memorandum of Agreement between the Denali Commission and the Department of the Army dated March 27, 2007.

3a. REQUESTING AGENCY ADDRESS	3b. SERVICING AGENCY ADDRESS
Denali Commission 510 L Street, Suite 410 Anchorage, Alaska 99501	U.S. Army Corps of Engineers District, Alaska Attn: CEPOA-PM-ESP P.O. Box 6898 Elmendorf AFB, AK 99506-0898
4a. Denali Commission Accounting & Appropriation Data: **95-69X8083.67**	4b.SERVICING AGENCY Accounting & Appropriation Data: **Corps will need to set up account codes**
5. FUND AMOUNT Amount Obligated by this Action: $300,000	6. PAYMENT AND BILLING The other party to this agreement is a: (Check one) ☑ Federal Agency. Bill via Interagency Payment and Collection (IPAC) to Requesting Agency's Location Code (see block 7a or 7b, as applicable.) ☐ Other than a Federal Agency. Agencies must submit an acceptable invoice in a format and frequency designated in Section IV. See "Financial Administration" portion of this document for further details.
7a. DENALI COMMISSION FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): 95-6-0000 2. DUNS #: 02-958-416 3. Tax ID #: 92-0173238 4. Finance Office Contact: Jennifer Price 5. Finance Phone: (907) 271-3500 6. Finance FAX: (907) 271-1415 7. Finance email: jprice@denali.gov	7b. SERVICING AGENCY FINANCE BILLING INFORMATION 1. 8-digit Agency Location Code (ALC): S96951 2. DUNS #: 06-811-2791 3. Tax ID #: 92-0016677 4. Finance Office Contact: Lynn Maurer 5. Finance Phone: (907) 753-5668 6. Finance FAX: (907) 753-5626 7. Finance email: lynn.m.maurer@usace.army.mil

8a. Denali Commission APPROVAL (Name & Title - (type or print) George J. Cannelos, Federal Co-Chair		9a. OTHER AGENCY APPROVAL (Name & Title - type or print) ~~Gregory N. Smith~~, CEPOA-PM Larry McCallister	
b. Signature	c. Date 6/25/09	b. Signature	c. Date 15 Jun/09
d. Phone : (907) 271-1414 Email : gcannelos@denali.gov		d. Phone: (907) 753-5793 Email: gregory.n.smith@usace.army.mil	

Project Agreement

Denali Commission FY 09 Funding Assistance

State: Alaska

Project Title: Eek Barge Landing

Project Location: Eek, Alaska

Parties to the Agreement: Denali Commission (Commission)

And

U.S. Army Corps of Engineers District, Alaska (Corps)

Purpose of this Agreement: This Agreement documents the intent of the parties for the planning and design of a barge landing at Eek, Alaska.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali Commission as defined in SAFETEA-LU. Denali Commission's Transportation Advisory Committee, through its selection and approval process, has established the intent of the Denali Commission to allocate funds to the Corps of Engineers for the planning and design of a barge landing in Eek, Alaska. The approved funding total is up to $300,000.

Funds allocated for this project are for the planning and design phase of the project. Amendments to the agreement scope and/or funding level may be implemented to reflect decisions made during the planning and design phase.

Planning and Coordination: Efforts associated with the planning and design of a barge landing will include input from the community and others who will use the resulting improvements.

Project Scope: The purpose of this work is to plan and design a barge landing in Eek, Alaska. The design will include an outline of reasonable alternatives, approved by the Commission, for marine transfer needs and a record of public involvement that includes a community resolution to the proposed project. Real estate needed for the project will be identified and transfers executed by the local governments. The final design will include plans, specifications, and estimates as well as all approved local, state, and federal permits and applicable construction bid documents.

Programmed Funding and Schedule: This project is currently funded at $300,000 with Denali Commission funds. $27,090 of this amount is State General Funds appropriated for Denali Commission Transportation projects under SB53, Chapter 30 SLA07, Section 50, 34c.

Program Manager: Melanie Harrop

Contact Information:
Melanie Harrop, Project Manager, (907) 753-5694
Mike McKinnon, Denali Commission, (907) 523-9877

Quarterly reports will be filed with the Denali Commission to inform all parties on scope, schedule, and budget status (see Reporting).

The Corps' designated project contact is the Program Manager.

Upon completion of the project scoping, project planning, and preliminary design work outlined above, the Corps and the Denali Commission will hold a final meeting with the community to outline the next steps in project development. Project documents will be available for public review and use within the community, at the Borough, and at the respective agencies.

Project Purpose and Benefits: Improved infrastructure will improve barge operations, increase worker, and environmental safety and improve fuel and freight delivery costs.

Proposed Work for FY09-FY11:

Planning and Design: The Corps and the Denali Commission will meet with Eek to confirm project site location and scope and obtain a resolution of support for the scope of work. Simultaneously, the Corps will acquire existing engineering and environmental data and perform needed geotechnical investigations and/or bathymetric and topographic surveys. Designs for barge landing improvements will be prepared by the Corps. The Corps will determine needed right-of-way and ownership and work with communities to ensure clear title for the construction phase. The Corps will prepare plans, specifications, and cost estimates for construction contracts as needed. It is anticipated construction will be accomplished through a Corps indefinite delivery/indefinite quantity construction contract.

Environmental Coordination and Compliance: The Corps will work with stakeholders and available literature to identify resources of concern, environmental issues, alternatives actions, environmental consequences, and environmental compliance requirements. The Corps will identify additional data needs, collect site information, and prepare an environmental assessment (EA) or other appropriate NEPA documentation that meet Federal Highways Administration requirements. Required environmental permits and coordination will be identified in the EA/NEPA documents and the Corps will act as the Denali Commission's agent to obtain required pre-award permits and conduct required agency reviews for the project. The Corps will provide environmental documentation to the public for review and will conduct other public involvement in the process as directed.

Denali Commission funds will be used to execute these tasks, up to but not exceeding $300,000.

Project documents will be available for public review and use by all interested parties.

Funding: $300,000 of Denali Commission funds will be allocated to perform the work described in this agreement.

Amendments to the Project Agreement: This Project Agreement may be modified by mutual agreement of the affected parties.

Reporting: Two forms of project reporting are required under this Project Agreement, as described below. The Corps shall submit reports using the Denali Commission's on-line Project Database System, available at www.denali.gov. If there are technical limitations which prevent the Corps from meeting this requirement, the Commission Program Manager listed in this Agreement will be contacted.

a. **Progress Reports** shall be submitted on a quarterly basis. Reports are due within 30 days of the end of the reporting period. Progress reports shall include the following:

   i. Total project funding, including both Denali Commission funding and other project funding sources.
   ii. The total project expenditures for the project as of the end of the reporting period, including both Denali Commission and Other funding sources.
   iii. Updated schedule and milestone information as identified in the Scope of Work.
   iv. Narrative summary of the project status and accomplishments to date that address the project schedule, budget, and what corrective actions are planned to address any project problems.
   v. **Non-Construction Projects:** For minor repair and renovation projects or other non-construction projects, before/after pictures will be provided and/or photos that are representative of the funded activity. Photos will be provided in a digital format as part of the on-line report. A short description of the activity and names of those in the photos shall also be provided.

b. The project close-out report shall be completed within 90 days of the end of the Agreement performance period or within 90 days of the completion of the project, whichever comes first.

The project close-out report shall also be submitted on-line through the Denali Commission's on-line Project Database System available at www.denali.gov. The project closeout will require the Corps to submit the following information:

a. Final data for each item listed in above section "Progress Reports."
b. Final project expenditures itemized by the following categories: planning and design; materials and equipment; freight; labor; project administration/overhead and other expenses.
c. Acknowledgement of support: For all non-construction projects, the Corps shall include an acknowledgement of the Government's support for the project developed under this agreement. The format for acknowledgement of the Government's support for non-construction awards will vary with each award and will be mutually agreed upon between the Corps and the Denali Commission Program Managers. Costs associated with this requirement shall be funded with the project funding provided by the Denali Commission.

This Agreement shall be effective as of the date of the latest signature.

I. TERM OF AGREEMENT

The terms and conditions of this agreement shall become effective with and upon execution by Denali Commission Contracting Officer and shall remain in effect through December 31, 2011, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

II. FINANCIAL ADMINISTRATION

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond December 31, 2011 Denali Commission obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment under the agreement can be made. No legal liability on the part of Denali Commission for any payment may arise for performance under this agreement beyond December 31, 2011 until funds are made available by the Contracting Officer though written modification of the agreement.

A. **Total Agreement Amount: See block #5, cover page, for funds obligated by this agreement.**

Funding Citations: See blocks 4a. and 4b. of cover page.

B. IPAC: In accordance with the Debt Collection Improvement Act of 1996, all payments between Federal Agencies must be billed via Intra-Governmental Payment and Collections (IPAC). The Agency Location Code (ALC) for Denali Commission is 95-67-0000. For IPAC payment approval, the Servicing Agency will submit all Billings to the Government with Support Data as costs are billed, and one final and complete billing marked **Final Invoice** for reimbursement of all eligible costs incurred not later than 180 days after satisfactory completion of the work pursuant to the provisions of Title 23 CFR 645.117.

C. Reimbursable Payment: **The servicing agency is authorized to bill *quarterly* as costs are incurred and authorized, and should correspond to actual IPAC payment submission.** The servicing agency is limited to recovery of actual costs only, with a progress report reflecting the progress to the date of the invoice. The report will note obstacles encountered, suggested solutions, progress to date, and identify costs and expenses as stipulated in the agreed upon cost budget for services rendered or supplies delivered. Include back-up data with each request for payment. Back-up data includes all documents needed to support the requested IPAC reimbursement, such as record of contract payments, receipts, payrolls, and so on.

Submit cost support documentation:

Mr. Mike McKinnon
Transportation Program Manager
Denali Commission

510 L Street, Suite 410
Anchorage, Alaska 99501

D. Administrative Fee: Unless otherwise explicitly stated in this Agreement, the Denali Commission shall not be liable for any additional administrative fees.

III. KEY OFFICIALS

REQUESTING AGENCY – Denali Commission
Contact: Mike McKinnon
Transportation Program Manager
Voice: (907) 523-9877
Fax: (907) 523-4946
Cell: (907) 723-2798
Email: mgmckinnon@gci.net

SERVICING AGENCY- U.S. Army Corps of Engineers, Alaska District
Contact: Gregory N. Smith
Voice: (907) 753-5793
Fax: (907) 753-5626
Email: gregory.n.smith@usace.army.mil

IV. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

V. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact (See Close-out report).

VI. TERMINATION

Either agency may terminate this agreement upon 30-calendar day (or as designated in the statement of work) prior written notification to the other agency. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination.

VII. AGREEMENT STANDARD CONDITIONS

Financial

1. Funding. In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.

2. Additional funds. The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.

3. Duration of the agreement. When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.

4. Agreement Closeout. Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency using an agreement modification (see "Agreement Completion" in the Administration portion of these standard conditions.)

Laws

5. Compliance with Applicable Laws. Both parties agree to comply with authorities, laws and regulations cited in this document.

6. 508 Compatibility. Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.

7. Competition Requirements for Servicing Agency. All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

8. Responsibilities. The Requesting Agency COTR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.

9. Third Party Liability. With respect to third-party liability for acts arising out of the performance of official duties by a government employee of the Servicing Agency, the Servicing Agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has

custody and control of the said personal property. In addition, the Servicing Agency representative shall have the duty of investigating and reporting, in accordance with the Servicing Agency's regulations and policies, incidents occurring on, or involving that Servicing Agency's real property, and the Requesting Agency agrees to cooperate fully in such investigations.

10. Disputes. Agency employees responsible for the administration of this agreement will be the initial points of contact for any disputes arising under this agreement. Disputes may be submitted in writing to either of these persons. Any disputes that are not resolved at this level may be referred to their respective agency's reviewing official for resolution. Pending the resolution or claim pursuant to this article, the parties agree that performance of all obligations shall be pursued diligently in accordance with terms and conditions of the Agreement.

Other

11. Publication or Sharing Results. If either party publishes or shares any results arising from this agreement, they shall submit a proposed release to the cooperating party for review. Publication may be joint or independent, as agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. Software and documents may not be shared or used beyond the scope specified in the Statement of Work.

12. Property. Purchase of equipment required for performance of the work must be authorized by the agreement.

13. Travel. All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.