DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 6898
ELMENDORF AFB, ALASKA 99506-0898

REPLY TO
ATTENTION OF:

June 25, 2010

Environmental and Special Programs Branch

RECEIVED
JUN 29 2010
DENALI COMMISSION

Mr. Joel Neimeyer
Federal Co-Chair
Denali Commission
510 L Street, Suite 410
Anchorage, AK 99501

Dear Mr. Neimeyer:

Enclosed are the signed agreements for the following projects:

- Amendment for RA-505 Chevak Mooring Points which will close out the project;
- RA-532 Bethel Small Boat Harbor Dredging Design; and
- RA-533 Kotzebue Swan Lake Harbor Improvements Design.

Please contact me at (907) 753-5694 if you have any questions or require any additional information.

Sincerely,

Melanie A. Peterson
Project Manager

Enclosures

DENALI COMMISSION AGREEMENT Project: Bethel Small Boat Harbor Dredging Design	**Denali Commission Agreement Number RA-532** **Other Agency's Agreement No:**
(check one) ☑ Denali Commission is the Requesting Agency ☐ Denali Commission is the Servicing Agency	EFFECTIVE DATE: See **Block 9c**, Signature Date EXPIRATION DATE: December 31, 2012 **Page 1 of 9**

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: $500,000	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: Christina B. Galles 5. Finance Phone: (907) 753-2594 6. Finance FAX: (907) 753-2829 7. Finance email: christine.b.galles@usace.army.mil

8a. Denali Commission APPROVAL Joel Neimeyer, Federal Co-Chair		9a. OTHER AGENCY APPROVAL Larry D. McCallister, CEPOA-PM	
b. Signature	c. Date 5-20-10	b. Signature	c. Date 23 Jun 10
d. Phone : (907) 271-1414 Email : jneimeyer@denali.gov		d. Phone: (907) 753-2507 Email: larry.d.mccallister@usace.army.mil	

Project Agreement
Bethel Small Boat Harbor Dredging Design

Denali Commission FY 10 Funding Assistance

State: Alaska

Project Title: Bethel Small Boat Harbor Dredging Design

Project Location: Bethel, Alaska

Parties to the Agreement: Denali Commission (Commission)

And

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

Purpose of this Agreement: This Agreement documents the intent of the parties for the Corps of Engineers for the Bethel Small Boat Harbor Dredging Design project.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to the Commission as defined in SAFETEA-LU. The Transportation Advisory Committee, through its selection and approval process, has established the intent of the Commission to allocate funds to the Corps of Engineers for the Bethel Small Boat Harbor Dredging Design Project. The approved funding total is $500,000; $400,000 of the total amount is FY 2008 FTA Section 5309 funds, and $100,000 is State of Alaska General Funds appropriated to the Commission for transportation projects.

Planning and Coordination: Efforts associated with the planning and design of this small boat harbor dredging project will include input from the community and other stakeholders who will use the resulting improvements.

Background: Bethel is located at the mouth of the Kuskokwim River, 40 miles inland from the Bering Sea. It lies in the Yukon Delta National Wildlife Refuge, 400 air miles west of Anchorage. The population in Bethel is 5,665. The small boat harbor is used by Bethel residents, and many other rural villages in the region.

Project Scope:
This project is to evaluate existing conditions, particularly harbor basin and entrance channel dredging needs, basin and entrance channel bank protection, and improvements that enhance and improve the community's existing boat harbor. The harbor serves as an important transportation hub for residents of Bethel and the surrounding villages. The design focus is deepening the harbor basin and entrance channel, providing basin and entrance channel protection and improving boat launch ramps.

Project performance shall be monitored and measured on a quarterly basis using the documentation of record (project nomination) as a reference point, making updates as necessary. The following items shall be monitored and reported in the narrative of the quarterly report:

1. Improved safety and operations.
2. Improved economic and subsistence opportunities.
3. Improved access to launch facilities.
4. Improved navigation characteristics of the basin and entrance channel.

Programmed Funding and Schedule: This project is currently funded at $500,000 with FY 2008 FTA Section 5309 SAFTEA- LU and State of Alaska General funds, and is scheduled through December 31, 2012.

Program Manager: Melanie Harrop

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

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

Upon completion of the design work outlined above, the Corps of Engineers and the Denali Commission, under the guidance and direction of the City of Bethel, will hold a final meeting with the community to outline the project results and subsequent steps in project development. Project documents will be available for public review and use within the community, and will be available to all interested parties.

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

Project Purpose and Benefits: The purpose of this project is to design dredging of the Bethel Small Boat Harbor and other improvements to the harbor. The benefits from this project will provide a complete design, allowing for the construction phase of the project. Overall the project will provide a safe, more usable and accessible harbor for the Bethel residents and other surrounding villages that use the harbor.

Proposed Work:
Planning and Design: Meet with the community to confirm project site location and scope, and obtain a resolution of support for the scope of work. Simultaneously, acquire existing engineering and environmental data available and perform needed geotechnical investigations and/or bathymetric and topographic surveys. Determine needed right-of-way and ownership, and work with the community to ensure clear title for the construction phase. Prepare plans, specifications, and cost estimates for construction contracts as needed.

Environmental Coordination and Compliance: The Corps of Engineers will work with stakeholders and available literature to identify resources of concern, environmental issues, alternatives actions, environmental consequences, and environmental compliance requirements. The Corps of Engineers will identify additional data needs, collect site information, and prepare an environmental assessment (EA) or other appropriate NEPA documentation and decision documents that meet Federal Highways Administration requirements. Required environmental permits and coordination will be identified in the NEPA documents, and the Corps of Engineers will act as the Denali Commission's agent to obtain required pre-award permits and conduct required agency reviews for each project. The Corps of Engineers 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 $500,000.

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

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

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, and address the following questions: is the project on schedule, is the project on budget, and what actions are planned to address any project problems.
   v. **Non-Construction Projects** For minor repair and renovation projects or other non-construction projects, pictures should be provided of before and after, or photos that are representative of the funded activity, to the extent possible. Photos shall 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 is earlier.

The project close-out report shall be submitted on-line through the Denali Commission's on-line Project Database System, available at www.denali.gov. The project close out will require the Corps of Engineers 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 & design; materials & equipment; freight; labor; project administration/overhead and other expenses.
c. Acknowledgement of support: For all non-construction projects, the Corps of Engineers shall include an acknowledgement of the Government's support for the project(s) developed under this agreement. The format for acknowledgement of the Government's support for non-construction awards will vary with each award and must be agreed upon between the Corps of Engineers and the Denali Commission Program Manager. Costs associated with this requirement shall be paid out of the project funding received by the Corps of Engineers from the Denali Commission.

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

Funding: $500,000 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, generated by the Denali Commission.

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. 2012, 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, 2012. 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, 2012 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.

In the Notes section of the IPAC, please split the request for payment using the following formula:

- 80% (Federal Portion)
- 20% (State General Fund Match portion)

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, as stated in Section II, B. Cost Budget. 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: Larry D. McCallister

Voice: (907) 753-2507
Fax: (907) 753-2829
Email: Larry.D.McCallister@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.