



U.S. Department
of Transportation

**Federal Highway
Administration**

Western Federal Lands Highway Division

610 East Fifth Street
Vancouver, WA 98661-3801
(360) 619-7700 FAX: 360-619-7846

April 8, 2008

Mr. George J. Cannelos, Federal Co-Chair
Denali Commission
510 "L" Street, Suite 410
Anchorage, AK 99501

In Reply Refer To: HFL-17

Dear Mr. Cannelos:

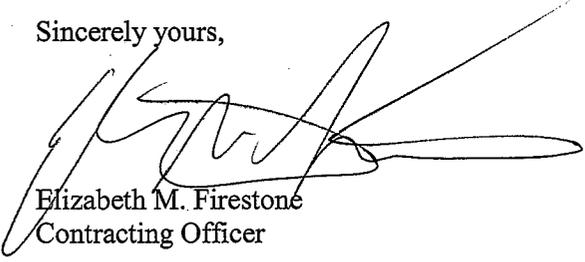
Interagency Reimbursable Agreement No. DTFH70-08-X-50001
Denali Commission Agreement No: 387-08
Stevens Village Access Road Reconnaissance Engineering

Enclosed is one signed copy of the above subject Agreement that was signed by Western Federal Lands Highway Division (WFLHD) April 8, 2008. This Agreement documents the intent of the parties for the Stevens Village Reconnaissance Engineering project.

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 Federal Highway Administration, Western Federal Lands Highway Division is 69-05-0001. If you have any questions regarding billing information, please call Genise Dance, Financial Specialist at (360) 619-7734.

If you have any questions regarding this Agreement, please contact Mike Traffalis, Highway Engineer at (360) 619-7787 or Marlene Marcellay, Contracting Officer at (360) 619-7565.

Sincerely yours,



Elizabeth M. Firestone
Contracting Officer

Enclosures (1): No. DTFH70-08-X-50001

cc: Mike Traffalis, Project Manager, WFLHD
Mike McKinnon, Transportation Program Mgr, Denali Commission
Automme Circosta, Program Assistant, Denali Commission
Phyllis Chun, Planning & Programs Manager, WFLHD
Genise Dance, Finance, WFLHD
Felicia Woods, Finance & Budget Division, HCF-20, FHWA, Washington D.C.
Acquisition file: DTFH70-08-X-50001

P_PMS_Ag_

MOVING THE
AMERICAN
ECONOMY



DENALI COMMISSION AGREEMENTProject: Stevens Village Access Road
Reconnaissance EngineeringDenali Commission Agreement No: 387-08Other Agency's Agreement No: DTFH70-08-X-50001

(check one)

- Denali Commission is the Requesting Agency
 Denali Commission is the Servicing Agency

EFFECTIVE DATE: See Block 8c. Signature DateEXPIRATION DATE: December 30, 2008

Page 1 of 6

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. _____

3a. REQUESTING AGENCY ADDRESS

Denali Commission
510 L Street, Suite 410
Anchorage, Alaska 99501

3b. SERVICING AGENCY ADDRESS

Western Federal Lands Highway Division
610 East Fifth Street
Vancouver WA 98661-38014a. Denali Commission Accounting & Appropriation Data:
95-69X8083.67

4b. SERVICING AGENCY Accounting & Appropriation Data:

5. FUND AMOUNT

Amount Obligated by this Action: \$500,000.00

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. WFLHD FINANCE BILLING INFORMATION

- 8-digit Agency Location Code (ALC): 95-67-0000
- DUNS #: 029585416
- Tax ID #: 92-0173238
- Finance Office Contact: Jennifer Price
- Finance Phone: (907) 271-3500
- Finance FAX: (907) 271-1415
- Finance email: jprice@denali.gov

7b. SERVICING AGENCY FINANCE BILLING INFORMATION

- 8-digit Agency Location Code (ALC): 69-05-0001
- DUNS #: 928-338-219
- Tax ID #: 53-0204534
- Finance Office Contact: Jan Palmer
- Finance Phone: (360) 619-7624
- Finance FAX: (360) 619-7945
- Finance email: jan.palmer@fhwa.dot.gov

8a. Denali Commission APPROVAL (Name & Title - (type or print)

George J. Cannelos, Federal Co-Chair

9a. OTHER AGENCY APPROVAL (Name & Title - type or print)

WFLHD Elizabeth M. Firestone, Contracting Officer

b. Signature



c. Date

4/11/08

b. Signature



c. Date

4/18/08

d. Phone: (907) 271-1414

Email: gcannelos@denali.gov

d. Phone: (360) 619-7931

Email: Elizabeth.Firestone@fhwa.dot.gov

DENALI COMMISSION AGREEMENT Project: <u>Stevens Village Access Road Reconnaissance Engineering</u>	Denali Commission Agreement No: <u>387-08</u> Other Agency's Agreement No: _____
(check one) <input checked="" type="checkbox"/> Denali Commission is the Requesting Agency <input type="checkbox"/> Denali Commission is the Servicing Agency	EFFECTIVE DATE: <u>See Block 8c, Signature Date</u> EXPIRATION DATE: <u>December 30, 2008</u>

Project Agreement

Stevens Village Access Road Reconnaissance Engineering

Denali Commission FY 2007 Funding Assistance

State: Alaska

Project Title: Stevens Village Access Road Reconnaissance Engineering

Project Location: Stevens Village, Alaska

Parties to the Agreement: Denali Commission

And

U.S. Department of Transportation
 Federal Highway Administration
 Western Federal Lands Highway Division (WFLHD)

Purpose of this Agreement: This Agreement documents the intent of the parties for the Stevens Village Access Road Reconnaissance Engineering project.

Authority: This Agreement is entered into between the undersigned parties pursuant to allocation of funds to Denali as defined in SAFETEA-LU. Denali Commission Resolution Number 06-17 passed May 23, 2006 established the intent of the Denali Commission to allocate funds to WFLHD for preliminary work associated with Stevens Village Access Road Reconnaissance Engineering. The approved fund total is \$500,000.

Funds allocated for this project are for the preliminary engineering of a public transportation facility, and operated by a public organization. Modifications to this agreement will be approved by an amended agreement signed by all parties.

Project Location: The project is located in Stevens Village, Alaska. Stevens Village is a Koyukon Athabascan village located on the north bank of the Yukon River approximately 27 miles upstream of the Dalton Highway bridge crossing and approximately 90 air miles northwest of Fairbanks. The village was named for Chief Steven, who was elected the first chief of the village in 1902. A trading post was established in Stevens Village in the early 1900's, and the first school opened in 1907. The first U.S. Post Office in Stevens Village opened its doors in 1936, and scheduled air service began in 1939. The economic base for the 87 permanent residents of Stevens Village (2000 U.S. Census) is subsistence activities. This is supplemented by seasonal and part-time employment at the school, clinic, and village council, and seasonal BLM fire-fighting or construction projects. Three residents hold commercial fishing permits. There is one private business, the village store, in Stevens Village.

DENALI COMMISSION AGREEMENT Project: <u>Stevens Village Access Road</u> <u>Reconnaissance Engineering</u>	Denali Commission Agreement No: <u>387-08</u> Other Agency's Agreement No: _____
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Stevens Village is located in the unorganized borough of Alaska, and there is no state-incorporated municipal government. The Stevens Village Indian Reorganization Act (IRA) Council is the local village council and U.S. Department of Interior (DOI) recognized Tribal government. The Alaska Native Claims Settlement Act (ANCSA) village corporation for Stevens Village is the Dinyea Corporation. Stevens Village is part of the Doyon, Limited ANCSA Regional Corporation and is a member of the Tanana Chiefs Conference (TCC) and the Council of Athabascan Tribal Governments (CATG).

Project Scope:

- Provide Project Management/Coordination
- Obtain Aerial LiDar survey of proposed corridor
- Develop conceptual engineering alignments with costs
- Performance reconnaissance level assessment of major river/steam crossings, geologic conditions, environmental process overview(list suggested studies to undertake and forecast level of NEPA analysis), obtain conceptual ownership mapping, develop suggested design criteria based on forecasted use, develop conceptual alignment with quantity based estimates for cost, with overlaying all work efforts on aerial photography.

Programmed Funding and Schedule: This project is currently funded at \$500,000 with Denali Commission funds.

Program Manager: David Brown

Contact Information:

Mike McKinnon, Denali Commission, (907) 523-9877

Quarterly reports will be filed with the Denali Commission to inform all parties on how scope, schedule and budget are progressing. The product of post scoping and project plan development is a preliminary engineering time line and budget to assist with prioritizing work tasks within the assigned funding.

WFLHD will ensure a quality product. WFLHD's designated project contact is the Project Manager.

Upon completion of the project scoping, project plan, and initiation of preliminary design work outlined above, WFLHD and 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.

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.

DENALI COMMISSION AGREEMENT Project: <u>Stevens Village Access Road</u> <u>Reconnaissance Engineering</u>	Denali Commission Agreement No: <u>387-08</u> Other Agency's Agreement No: _____
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III. 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 30, 2008, 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.

IV. FINANCIAL ADMINISTRATION

(Use the following clause only if funds are not available for full term of the Reimbursable Agreement)

Availability of Funds for Proceeding Fiscal Year: Funds are not presently available for performance under this Reimbursable Agreement beyond December 30, 2008. 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 30, 2008 until funds are made available by the Contracting Officer through 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 & 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 and Progress Report to:

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, Denali Commission shall not be liable for any additional administrative fees.

V. KEY OFFICIALS

DENALI COMMISSION AGREEMENT Project: <u>Stevens Village Access Road</u> <u>Reconnaissance Engineering</u>	Denali Commission Agreement No: <u>387-08</u> Other Agency's Agreement No: _____
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REQUESTING AGENCY -

Contact: Mike McKinnon
 Transportation Program Manager, Denali Commission
 Voice: (907) 523-9877
 Fax: (907) 271-1415
 Cell: (907) 723-2798
 Email: mgmckinnon@gci.net

SERVICING AGENCY- Western Federal lands Highway Division WFLHD

Contact: Michael Traffalis
 Voice: (360) 619-7787
 FAX: (360) 619- 7846
 Cell: (360) 607-2749
 Email: michael.traffalis@fhwa.dot.gov

VI. 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.

VII. 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.

VIII. 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.

IX. 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

DENALI COMMISSION AGREEMENT Project: <u>Stevens Village Access Road</u> <u>Reconnaissance Engineering</u>	Denali Commission Agreement No: <u>387-08</u> Other Agency's Agreement No: _____
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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.