



**CITY OF KOTZEBUE
RESOLUTION NO. 24-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
KOTZEBUE AUTHORIZING THE MAYOR OF THE CITY OF
KOTZEBUE TO SIGN A MEMORANDUM OF UNDERSTANDING
("MOU") WITH THE NORTHWEST ARCTIC BOROUGH ("NWAB")
FOR REIMBURSEMENT OF UP TO THREE HUNDRED THOUSAND
DOLLARS (\$300,000.00) FOR SWAN LAKE LOOP EMERGENCY
ASSISTANCE**

- WHEREAS,** a substantial portion of the Swan Lake Water Loop last month froze and as a result failed to deliver water to a large number of residents on the Swan Lake Water Loop;
- WHEREAS,** the City, Borough and State of Alaska have all declared and issued their respective Emergency Declarations regarding this dire situation as of the date of this Resolution;
- WHEREAS,** the loss of water for certain residents on Swan Lake Water Loop has also resulted in the freezing of some sewer lines for those homes;
- WHEREAS,** the NWAB has proposed a comprehensive MEMORANDUM OF UNDERSTANDING to reimburse the City of Kotzebue of certain emergency response contract costs as set forth in Exhibit "A" attached hereto and incorporated by reference herein; and,
- WHEREAS,** the Kotzebue Municipal Code authorizes the Mayor to sign such MOUs with the consent of the City Council [KMC 2.08.020(A), "*The mayor shall...sign documents on the city's behalf upon council authorization.*"]

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue authorizes the Mayor of the City of Kotzebue to sign the MOU with the NWAB attached hereto as Exhibit "A" and thanks the NWAB for its partnership in this Emergency Disaster.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 7th day of March 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachment: Exhibit "A" – MOU with NWAB [3 pages]

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 February 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.

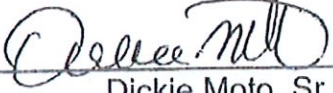
This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a Party to this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of 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

CITY OF KOTZEBUE

By: 
Dickie Moto, Sr.
Its: Mayor

By: _____
Saima Chase
Its: Mayor

per KMC 2.08.020(A)