

MEMORANDUM OF AGREEMENT

Between

THE STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

And

ENTITY

Project: Snowmachine Trails Program: ENTITY 2024

Agreement No.:

State / Federal Project No.: -----

This Memorandum of Agreement (MOA) is entered into by and between the State of Alaska, acting by and through the Department of Transportation and Public Facilities, hereinafter called the “DEPARTMENT”, and the ENTITY, hereinafter called “ENTITY.”

The limits of the obligations under this MOA are based on the following official scope for the ENTITY Snowmachine/Winter Trail snowmachine trail grooming activities for the improved safety of users.

Scope of Project:

A. RESPONSIBILITIES

- 1) The DEPARTMENT will provide funding on a reimbursable basis for eligible direct costs related to snowmachine or winter trail grooming, labor, services, and commodities required to adequately provide grooming, including contracts that follow procurement guidelines pertaining to UNITED STATES TITLE 23 and ALASKA ADMINISTRATION MANUAL 81.
- 2) The ENTITY will groom the snowmachine or winter trails that have been identified within the grooming pool for the improved safety of users. The ENTITY is solely responsible for all activities related to the snowmachine trail or winter trail, including but not limited to planning, permitting, grooming, and safety.
- 3) The ENTITY will document eligible expenses and timely submit all requested documentation to the DEPARTMENT for potential reimbursement. Records for expenses will be retained by the ENTITY for 2 years after this MOA and the associated federal-aid project agreement is closed out.
- 4) The ENTITY is responsible for obtaining and managing any permits needed for the planning, design, construction, and grooming of the snowmachine or winter trail.

B. CONDITIONS

The DEPARTMENT and the ENTITY agree to accept the following responsibilities for each respective agency and to complete the work in the manner and general time frame required by this MOA. It is agreed upon by and between the DEPARTMENT and the ENTITY that:

- 1) The ENTITY will notify the DEPARTMENT in writing when seasonal snowmachine or winter trail work commences after receiving the Notice to Proceed. The ENTITY will continue to report monthly as to the progress of the project and will notify the DEPARTMENT when work is complete. Monthly reports must be submitted seven days following the final day of the month. Monthly reports must include, but not limited to:
 - a) Narrative on grooming activities able to be completed.
 - b) Hours and frequency of grooming activities
- 2) The ENTITY's personnel will accompany the DEPARTMENT on any general inspections of the trail. The DEPARTMENT will provide the ENTITY with advanced notice of its intent to review and observe the maintained trail and/or trail program.
- 3) The ENTITY will be responsible for providing documentation including, but not limited to:
 - a) Documented hours for trails groomed.
 - b) Documented GPS location data for begin points and end points.
 - c) Photos of the Snowmachine Trail/Winter Trail.
 - d) Timesheets for personnel/operations staff.
 - e) Monthly Narrative Based Reports.
- 4) The ENTITY is responsible for all labor, equipment, services, expenses, contractual agreements, and other incidentals deemed ineligible by the DEPARTMENT.

C. MANAGEMENT

The DEPARTMENT'S Statewide Snowmachine Trails Program Manager shall be the official representative of the DEPARTMENT. While the ENTITY may interact directly with many individuals within the DEPARTMENT, all official direction from the DEPARTMENT shall be in writing and shall be from the signatory DEPARTMENT Program Manager.

The ENTITY shall designate a single point-of-contact who is empowered to represent the ENTITY'S interests concerning the subject project.

D. REIMBURSEMENT

The ENTITY will be reimbursed by the DEPARTMENT for all eligible costs.

- 1) Direct costs associated with a traditionally used snowmachine or winter trail, to include labor, services, commodities, and contractual agreements that are necessary for the preservation and safety of the snowmachine/winter trail.
- 2) Eligible activities for reimbursement must be non-ground disturbing activities, including both terrestrial and aquatic. These activities must have no impacts to the water column if the snowmachine/winter trail crosses a waterbody.
- 3) Only federally eligible costs incurred between the Notice to Proceed from the Department which has been determined as Date to be determined to August 31, 2025, will be considered for reimbursement.
- 4) All requests for reimbursements must be submitted to the DEPARTMENT by September 15, 2025.

- 5) The DEPARTMENT shall have the sole and final discretion in determining the eligibility of cost incurred by the ENTITY.
- 6) Reimbursement requests should be sent to the Department of Transportation Statewide Snowmachine Trails Program Manager. The maximum amount payable under this agreement shall not exceed the Funding Awarded to ENTITY.
- 7) Project Funding available is the federal award of XXXXX

The ENTITY may submit reimbursement requests to the DEPARTMENT once every month or at the end of the season. Periodic payments will be made by the DEPARTMENT to the ENTITY on a regular billing cycle. Other expenditures incurred by the ENTITY shall not be allowed or paid for by the DEPARTMENT.

The DEPARTMENT will not reimburse the ENTITY for:

- Costs that cannot be adequately verified as valid for this Project.
- Equipment and material purchases that are deemed ineligible under US Title 23.
- Costs incurred prior to receiving written Notice to Proceed from the DEPARTMENT
- Expenditures incurred in excess of that specifically authorized in this Agreement or any subsequent amendments to the Agreement.
- Any activities that require permits will not be reimbursed under this limited grooming program.
- Any permits will be the sole responsibility of the ENTITY.

E. SCHEDULE & TERMINATION

The ENTITY is authorized to begin work under this MOA upon receiving the written Notice to Proceed (NTP) from the DEPARTMENT. Work prior to receiving NTP is not eligible for reimbursement. The DEPARTMENT reserves the right to terminate this agreement at any time for any reason. The ENTITY shall be reimbursed for all authorized costs incurred prior to the termination date or **August 31, 2025**, whichever is later.

August 31, 2025: Termination Date, eligible expenses must be incurred by this date.

September 15, 2025: All reimbursements must be submitted to the DEPARTMENT.

This MOA will terminate upon the closure and final voucher approval of the associated federal-aid project agreement.

F. HOLD HARMLESS

The ENTITY shall hold the DEPARTMENT, the State, its officers, employees, and agents (collectively, “the State”) harmless from and defend the State for claims or causes of action arising out of this MOA or relating to the ENTITY’s grooming or maintenance of a snowmachine/winter trail.

- 1) Notwithstanding the foregoing, the ENTITY shall have no obligation to hold the State harmless to the extent the State is determined to be liable for its own acts or omissions.
- 2) The ENTITY’s duty to defend shall apply regardless of whether it is also alleged that the State’s acts or omissions contributed to the claim or cause of action.

G. AMENDMENTS

This Agreement may be amended as mutually agreed to in writing by the DEPARTMENT and the ENTITY.

H. APPROVALS

ENTITY

Approved:

Signature _____ Date: _____

Name:

Title:

**State of Alaska
Department of Transportation and Public Facilities**

Recommended:

Signature: _____ Date: _____

Katherine Keith
Deputy Commissioner