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November 23, 2020

Dear Kuskokwim Ice Road Partner:

Please accept this letter as a formal request by the Native Village of Napaimute Tribal Transportation Program (NVN TTP) and Napaimute Enterprises, L.L.C. – Ice Road Division for financial support for the 2020-21 Kuskokwim Ice Road season. Your commitment to support the construction and maintenance of the ice road will aid in the planning process and insure your village will be included in construction of the ice road.

As you may know each year the NVN TTP leads the efforts with various villages to establish and maintain the Kuskokwim Ice Road - a vital regional social and economic transportation network. Our employees continuously strive to improve the Kuskokwim Ice Road. Each season we look for ways to do our job better. This means keeping the road plowed more frequently and extending the route to additional communities in our region.



With unprecedented financial support from across the region in the first two months of 2020 NVN TTP established a new record for the Kuskokwim Ice Road - 355 miles connecting 21 communities. Much of this work was done side by side with other tribal transportation crews along the River. It is very rewarding work as we see firsthand the benefit it brings to the People: safe, efficient, cheaper winter travel.



*Aniak, Kalskag, and Napaimute Ice Road Crews Working Together for the Benefit of Everybody*

Over the years, improving our ice road work has also meant investing in additional plowing equipment and incorporating new technology – ice penetrating radar.





For the 2020-21 Kuskokwim Ice Road Season we have added another plow truck to our fleet. All of our equipment is based in Bethel with the goal of keeping the road open above and below Bethel simultaneously.

***In the midst of this COVID-19 Pandemic, having a safe, regularly maintained ice road to Bethel's health care facilities may be especially critical.***



***Matching NVN Kuskokwim Ice Road Plow Trucks (L-R): Pirtuk (Blizzard) and Tumlista (one who makes a trail)***

To continue this good work NVN TTP Department is working to create a sustainable plan for the ice road work. As you see from above we are in a good position to do this work so are reaching out to you for a financial commitment for parts of the river that are important to your organization. A good way to consider your contribution is to understand our costs: \$220 per mile for the initial ice road construction. This rate includes cost of fuel, personnel, supplies and operating cost of equipment. Additional plowing will be 50% lower.

**Here is an example for the Akiachak area:**

**17.5 miles – this is Akiachak's share of the mileage from half way to Akiak to the Kwethluk/Akiachak Y.**

**1<sup>st</sup> plow – 17.5 X \$220 per mile = \$3,850**

**2<sup>nd</sup> plow – 17.5 X \$110 per mile = \$1,925**

This is the financial support we are asking you to consider. We are intentionally reaching out early in the season to allow us to build more concrete ice road construction and maintenance plans. This support can be in the form of a direct contribution which will be used for the overall work or in the form of a service agreement for specific sections of the River. Sample Direct Contribution and Service Agreements forms are enclosed for your convenience.

***Please note that the ability to plow the road more frequently to keep it open will be dependent on the financial support we receive from major users of the ice road and other tribal transportation departments that don't have the capacity to do the work themselves.***

We look forward to continuing to work together for the benefit of everyone on the Kuskokwim River and hope to see this season's ice road fully funded.

I would be happy to meet with you in person, give the Kuskokwim Ice Road Presentation and answer any additional questions you may have. Feel free to call or email. If you are able to, please respond with your commitment by November 30, 2020.

Thank you for your consideration.

Respectfully,

*Mark Leary*

Mark Leary  
Director of Development and Operations

Cc: Napaimute Traditional Council



*March 4, 2020, 7:23 PM: plowing the Johnson River in the setting sun*



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## MEMORANDUM OF AGREEMENT FOR 2020-21 ICE ROAD SERVICES FROM

TO \_\_\_\_\_

### **PARTIES:**

This agreement is made between the \_\_\_\_\_, and the **Native Village of Napaimute, dba: Napaimute Enterprises, LLC** hereinafter referred to as "Contractor", whose Federal Identification Number is 26-4175012 and current address is: P.O. Box 1301, Bethel, Alaska 99559.

### **PERIOD OF PERFORMANCE:**

Contractor agrees to begin and complete services described in the contract no sooner than the contract is completely negotiated, and no later than \_\_\_\_\_, 2021.

### **DESCRIPTION OF CONTRACTOR'S SERVICES:**

The Contractor agrees to provide ice road services between \_\_\_\_\_ and \_\_\_\_\_.

### **Scope of Work:**

Using the approved budget provided by \_\_\_\_\_, the contractor shall:

- Plow the ice road between \_\_\_\_\_ and \_\_\_\_\_ as needed
- Measure ice thickness a minimum of every 1/10's of a mile using radar & manual drilling
- Oversee the installation of ice road markers with reflectors at same distances by \_\_\_\_\_ crew
- Ensure that all known open holes in the vicinity of the ice road are marked with willows & blue reflectors by \_\_\_\_\_ Napaimute and other Tribal Transportation crews.

### **Approved Budget:**

\$220 per mile X \_\_\_\_\_ miles for first plow

\$110 per mile X \_\_\_\_\_ miles for additional plowing

**OR**

**Direct Contribution\* to be used to support overall Kuskokwim Ice Road Work.**

**Contribution Amount: \$** \_\_\_\_\_

**\*Direct Contributions will be used to supplement additional plowing beyond the amounts communities are able to pay for. For example if a community is able to pay for plowing three times in their identified mileage area but weather conditions cause the road to need plowing more than three times, direct contributions will be used to cover additional plowing as needed.**

**Contractor will provide:**

- Knowledge and experience with Kuskokwim ice road establishment
- Payroll and general accounting services
- General oversight of the project
- Any additional supplies or equipment that may be needed to complete this project including but not limited to: (1) Champion 720 grader, (2) Walter Snow Plow Trucks, (2) ½ ton pickup trucks w/ trailer, (2) snow machines w/ sleds, ice auger, ice drills, ice radar, chainsaws, safety gear, and tools.
- All additional support personnel necessary to complete the project

**SERVICES FEES AND PAYMENT:**

**We understand that the usability of the Kuskokwim Ice Road is highly dependent on weather conditions.**

\_\_\_\_\_ will pay the Contractor **30%** of the approved budget amount of \$\_\_\_\_\_ for initial startup expenses for ice road work.

**At the completion of this project the Contractor shall submit an invoice for payment of actual expenses only not to exceed the approved budget amount.**

The invoices will detail the ice road work performed in accordance with this contract as well as amount due.

\_\_\_\_\_ will reimburse predetermined expenses from the approved budget, such as equipment lease, personnel cost, and fuel, as outlined in description of services above, provided adequate documentation (original receipts) is attached for justification.

**CONFLICT OF INTEREST:**

During the terms of this agreement, Contractor will not enter any activity, employment, or business arrangement which conflicts with \_\_\_\_\_ interests or Contractor's obligations under this agreement.

**CONFIDENTIALITY:**

Contractor will treat as proprietary any information belonging to \_\_\_\_\_ that was disclosed to Contractor during the term of this agreement.

**DRUG-FREE WORKPLACE:**

During the term of this Agreement, Contractor agrees to comply with \_\_\_\_\_ drug-free workplace policy.

**INSURANCE AND BONDING:**

For the purposes of this contract, the project employees will be covered under NVN's insurance.

**INDEMNIFICATION:**

Contractor shall indemnify, save harmless and defend, \_\_\_\_\_ its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a results of any error, omission or negligent act of the contractor, subcontractor, or anyone directly or indirectly employed by them in the performance of this contract.

**TERMINATION OF AGREEMENT:**

Either party may terminate this Agreement upon ten (10) days written notice to the address of the other party contained in this Agreement. If this Agreement is terminated by either party, \_\_\_\_\_ shall only be liable for fees earned and reimbursable expenses incurred as a result of work actually performed and the results of such work delivered to \_\_\_\_\_ prior to the effective date of the termination.

**ENTIRE AGREEMENT:**

This instrument is the entire Agreement between \_\_\_\_\_ and Contractor. Oral changes will have no effect. It may be altered only by a written amendment to this Agreement signed by both parties.

**GOVERNING LAWS:**

This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Alaska and applicable Federal Regulations.

FOR \_\_\_\_\_

**FOR NATIVE VILLAGE OF NAPAİMUTE:  
(Contractor)**

\_\_\_\_\_  
**Signature                      Date**

\_\_\_\_\_  
**Signature                      Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**