

# City of Bethel Action Memorandum

Action memorandum No.	17-45		
Date action introduced:	June 27, 2017	Introduced by:	City Manager Williams
Date action taken:	June 27, 2017	X Approved	Denied
Confirmed by:	<i>KM</i>		

MOU between the City of Bethel and ONC

Route to:	Department/Individual:	Initials:	Remarks:
<i>A</i>	City Manger	<i>[Signature]</i>	
	City Attorney	<i>[Signature]</i>	
	Finance Director	<i>[Signature]</i>	

Attachment(s): The purpose of this agreement is to utilize the ONC Tribal Transportation Plan (TIP) maintenance funds for road maintenance. The Public Works Dept. has suggested we mainly use the gravel on 5th Ave.

Amount of fiscal impact:		Account information:
<i>X</i>	No fiscal impact	
	Funds are budgeted.	
	Funds are not budgeted. Budget modification is required.	
	Grant funding.	

**Memorandum of Understanding**  
**Between the**  
**ORUTSARARMUIUT NATIVE COUNCIL**  
**And the**  
**CITY OF BETHEL**

This Memorandum of Understanding (MOU) is entered into by and between the Orutsararmiut Native Council (ONC), and the City of Bethel (COB). The purpose of this Agreement is to utilize the ONC Tribal Transportation Program (TIP) maintenance funds , for road maintenance in the community of Bethel, Alaska.

The ONC and the COB each recognize responsibilities and interests in the establishment of cooperative relationships that meet the needs of both the Tribal and City governments.

In this Memorandum of Understanding, the Parties agree to the following:

**THE ORUTSARARMUIUT NATIVE COUNCIL SHALL:**

Make Tribal Transportation Program funding available in an amount not to exceed Seventy Thousand, One Hundred Thirty-Four Dollars and sixty-six cents (\$70,134.66) .

Reimburse the COB for actual costs and expenditures for agreed upon road maintenance within ten (10) business days from receipt of invoices and/or receipts.

**THE CITY OF BETHEL SHALL:**

Provide ONC with all documentation regarding the expenditure for Road Maintenance no later than December 31, 2017.

The City agrees that road maintenance funds to be reimbursed by ONC will only have been used for allowable activities under TIP regulations, 25 C.F.R. Part 170, and applicable federal laws.

**TERMS OF UNDERSTANDING DURATION OF UNDERSTANDING**

This Agreement shall take effect upon approval of all Parties and shall remain in effect until submission of final receipt and reimbursement thereof unless earlier terminated as per the terms of this Agreement.

**REVISION OF UNDERSTANDING**

The terms of this MOU may be revised as necessary, by mutual consent of all Parties, by issuance of a written amendment, signed and dated by the proper representative of each government.

**TERMINATION OF UNDERSTANDING**

This Agreement may be terminated by either Party, with or without cause, upon ten (10) days written notice. Any expenses incurred prior to the termination notice shall be reimbursed as per the terms of this Agreement.

IN WITNESS WHEREOF, the City of Bethel and the Orutsararmiut Native Council, through their authorized representatives, execute this Agreement on dates set forth below.

**CITY OF BETHEL**

**ORUTSARARMIUT NATIVE COUNCIL**

\_\_\_\_\_  
Peter A. Williams  
City Manager

\_\_\_\_\_  
Ron Hoffman  
Executive Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_