



Municipality of Skagway

GATEWAY TO THE KLONDIKE

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MEMORANDUM OF AGREEMENT

Between

MUNICIPALITY OF SKAGWAY BOROUGH

And

WHITE PASS & YUKON ROUTE

This Memorandum of Agreement (MOA) signed and duly executed between the Municipality of Skagway Borough (Municipality) and White Pass & Yukon Route (WP&YR) seeks to establish a working relationship to collaboratively mitigate the hazards related to ground failures at approximately 59°26'46.8"N 135°19'07.1"W.

The purpose of this MOA is to establish a partnership to address hazard mitigation goals and to take proactive action to prevent a catastrophic ground failure of the mountainside at approximately 59°26'46.8"N 135°19'07.1"W (hereafter “the Site”). These measures will include, but are not limited to, collaboration on understanding the current condition and danger, developing a scope of work to mitigate the risk, and pursuing funding opportunities to implement current and future hazard mitigation plans. It is recognized that partnering to address ground failures, specifically the ongoing risk at the Site, is vital to increase the community of Skagway’s resiliency by preventing or reducing the risk to health, safety, property, and economic viability of the community posed by catastrophic ground failures. Additionally, it is understood that the Port of Skagway is the economic engine of the community, and that a partnership is needed to address areas of concerns that could negatively impact the port’s operation and abilities.

Municipality of Skagway agrees to:

- Pursue funding opportunities for services, work, and/or equipment that will protect health, safety, and property and mitigate the current and future ground failure risk at the Site.
- Investigate and support efforts to identify funding sources to repair damage to private infrastructure.
- Collaborate with WP&YR to establish and implement a scope of work that will mitigate the risk of current and future ground failures at the Site.
- If the MOS is applying for grant funds in which the project is allowed to request funds for private infrastructure, the MOS will communicate this opportunity and work with WP&YR to include as part of the request funds for WP&YR’s critical infrastructure. MOS and WP&YR will mutually agree upon the work to be conducted for the use of those funds earmarked for private infrastructure

White Pass & Yukon Route agrees to:

- Keep accurate records and/or receipts for any expenses related to mitigation efforts at the Site that can be provided to the Municipality for review as in-kind contribution.
- Provide reports and other information on the condition of the mountainside and Site developed and collected by WP&YR’s geotechnical team.

- Provide access to WP&YR's privately owned dock and surrounding real property to the Municipality for protection and hazard mitigation efforts, upon written request from MOS and approval by WP&YR.
- Provide a letter of support for the Municipality's efforts to plan protective measures and hazard mitigation work and pursuit of funding, including but not limited to the Build Resilient Infrastructure and Communities (BRIC) grant.
- Collaborate with the Municipality and its geotechnical team to establish and implement a scope of work that will protect health, safety, and property and mitigate the risk of current and future ground failures at the Site.
- If the MOS is applying for grant funds in which the project is allowed to request funds for private infrastructure, at the time of the grant application, WP&YR will establish a cost-sharing agreement utilizing in-kind and/or cash to meet non-federal funding match needed for the grant application for any portion earmarked for any WP&YR dock repairs related to mitigation efforts at the Site within the total project's budgeted costs. If the MOA is terminated, any portion of the project related to private infrastructure owned by WP&YR will be discontinued.

Period of Agreement and Termination:

The term of this MOA is five years. It begins upon the fully executed date of this MOA through the end of December 31, 2027, to coincide with the potential timeline of the BRIC grant and Site work. This MOA may be extended depending on the status of the Site work and needs at the end of the agreement period.

This MOA shall be governed and interpreted in accordance with the laws of the State of Alaska. The exclusive jurisdiction and venue for any action arising out of or related to this MOA shall be the Superior Court for the State of Alaska for the First Judicial District at Juneau, Alaska.

WP&YR and the Municipality acknowledge and agree that there are no oral agreements between them.

Either party may terminate this MOA at any time upon thirty days written notice to the other party.

Andrew Cremata, Mayor
Municipality of Skagway

Bob Berto, President
White Pass & Yukon Route

Date

Date