State: Alaska

Project Number/Name: AK KENAI 2016(1), Extend Kenai Spur Highway - North Road in Kenai Peninsula Borough

Parties to this Agreement:

U.S. Department of Transportation  
Federal Highway Administration  
Western Federal Lands Highway Division, FHWA  
and  
Kenai Peninsula Borough

Purpose of Agreement:
The purpose of this agreement is to document the intent of Kenai Peninsula Borough to meet its match requirement for the subject project as authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 117 funds. With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to Extend Kenai Spur Highway - North Road in Kenai Peninsula Borough. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

This agreement supersedes the Match Agreement dated: 01/13/2017 between FHWA and Kenai Peninsula Borough.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 308.

Funding:
Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provided funding for the project (CFDA #20.205).

The Federal funds in this agreement are authorized on the original signed date of this agreement January 13, 2017 (23 CFR 630.106(a)). These Federal funds are allowed to participate in costs prior to the date of the original match agreement based on a documented exception provided by 23 CFR 1.9(b).

All expenditures of the Federal Share associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under SAFETEA-LU will be met by Kenai Peninsula Borough and other agencies that have committed to the project in prior agreements and with this current agreement. The forms of match may be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' (http://www.fhwa.dot.gov/legsregs/directives/policy/fedaid_guidance_nfmr.htm) as shown in the Funding Plan.

In the state of Alaska, the match rate is 20.00% of the total project cost.
Budget:
The following documents the expected costs of this project and the Match required:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td>$1,290,169</td>
</tr>
<tr>
<td>Construction</td>
<td>$5,604,073</td>
</tr>
<tr>
<td>Construction Engineering</td>
<td>$324,000</td>
</tr>
<tr>
<td>Contingency - Contract Mods</td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Cost: $7,218,242

Match Rate Required (23 USC 120): 20.00%

Value of Match Required: $1,443,648

NOTE: Minimum match of 20% is based on Federal Funds of $5,663,801 is $1,141,950. So this project has adequate match based items documented on page 3 of 6.
Estimated costs and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at this time. The final cash match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if costs increase over the amount within this agreement, the FHWA will consult with the signing agency before granting approval.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount. The Funding Plan is as follows (Includes all agencies that are cooperating in the project):

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**Agency Contributions:**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Form</th>
<th>Value</th>
<th>Phase</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$1,018,169.00</td>
<td>PE</td>
<td>No funds transfer needed PE completed by Kenai Peninsula</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$21,000.00</td>
<td>PE</td>
<td>No funds transfer needed LIDAR</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>In-Kind Service</td>
<td>$70,000.00</td>
<td>CN</td>
<td>No funds transfer needed ROW Value</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$94,651.00</td>
<td>CN</td>
<td>Remaining funds from grant upgrade Jacob’s Ladder</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$140,583.00</td>
<td>CN</td>
<td>Leaf’s Creek Bridge</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$210,038.00</td>
<td>CN</td>
<td>Otter Creek Bridge</td>
</tr>
<tr>
<td>Kenai Peninsula Brgh</td>
<td>Cash</td>
<td>$0</td>
<td>CE</td>
<td>KPB Staff Time to come from Federal funds</td>
</tr>
</tbody>
</table>

Total $1,554,441 (match balance is $110,793)

Valuation of real property, services, materials, equipment, and use of facilities will be established at fair market value (FMV), as determined by applicable Federal grant administration regulations and Federal Cost Principles [2 CFR 200]. Final in-kind match will be determined based on actual expenditures at the conclusion of project work in order to determine the minimum match commitment has been met. The value of in-kind match may need to be supplemented in order to meet the minimum match requirement. If the value of in-kind match is in excess of the minimum match, the excess value will not be returned or reimbursed.

Records:
Costs (both cash and non-cash) along with third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed was derived.
Federal Highway Contributions:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Year</th>
<th>Phase</th>
<th>Amount</th>
<th>Agre Type</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>R9M0</td>
<td>2016</td>
<td>PE</td>
<td>$100,000.00</td>
<td>WFL</td>
<td>efforts</td>
</tr>
<tr>
<td>R9M0</td>
<td>2016</td>
<td>CN</td>
<td>$4,567,231.00</td>
<td>RA</td>
<td>To Kenai Peninsula Borough in RA</td>
</tr>
<tr>
<td>R9M0</td>
<td>2016</td>
<td>PE</td>
<td>$151,000.00</td>
<td>RA</td>
<td>To Kenai Peninsula Borough in RA</td>
</tr>
<tr>
<td>R9M0</td>
<td>2016</td>
<td>CE</td>
<td>$324,000.00</td>
<td>RA</td>
<td>To Kenai Peninsula Borough in RA</td>
</tr>
<tr>
<td>T9N0</td>
<td>2018</td>
<td>CN</td>
<td>$521,561.64</td>
<td>RA</td>
<td>Additional SAFETEA-LU funds will be provided to Kenai Peninsula Borough in RA</td>
</tr>
</tbody>
</table>

Total: $5,663,801

Modification:
This agreement may be updated periodically by mutual written consent of all parties.

Cost Over-runs:
The amount of SAFETEA-LU funds for this project is fixed at $5,663,801.02. Costs above the $5,663,801.02 and associated match will need to be provided by the Kenai Peninsula Borough or sources obtained by the Kenai Peninsula Borough.

Delivery Agency and Fund Transfers:
Kenai Peninsula Borough has been selected to deliver this project. Reimbursable Agreement DTFH7017F30003 will be amended by the Project Manager. Kenai Peninsula Borough will invoice for appropriate charges through their accounting system up to the amount shown in the Funding Plan for Federal Highway Contributions.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified in the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Funds Transaction Information:
Please contact the following individuals to set up the funds transaction:

**FHWA:**  
Peter Field, Branch Chief, Planning and Programs  
Western Federal Lands Highway Division, FHWA  
610 E. Fifth Street  
Vancouver, WA 98661  
(360) 619-7619  
peter.field@dot.gov

**Kenai Peninsula Borough:**  
Brandi Harbaugh, Finance Director  
Kenai Peninsula Borough  
144 North Binkley Street  
Soldotna, Alaska 99669  
(907) 714-2170  
bharbaugh@kpb.us
This Agreement shall be effective as of the date of the last signature:

Kenai Peninsula Borough

Approved By: 

Charlie Pierce, Mayor 

Date: 5/4/2018

U.S. Department of Transportation 
Federal Highway Administration 
Western Federal Lands Highway Division, FHWA

Approved By:  

Date: 5/11/18