

**Memorandum of Understanding
For the Purpose of Highway Improvements
between
The State of Alaska
and
The Government of Yukon**

This Memorandum of Understanding (MOU), entered into by the State of Alaska, hereafter referred to as "Alaska," and the Government of Yukon, hereafter referred to as "YG," sets forth the terms and understanding for the improvement of the Alaska Highway in the Yukon territory, Canada.

Whereas, Alaska, as a State Transportation Authority, is entrusted with the responsibility to regulate, manage, and administer the Federal Highway Administration's programs in accordance with State and Federal Laws, Regulations, and Stewardship and Oversight Agreements.

Whereas, YG's Department of Highways and Public Works is recognized as the authoritative body for transportation matters within the Yukon.

Whereas, the Alaska Highway, also known as the Alcan (Alaska-Canadian) Highway, is an essential all-season overland road linking Alaska with North America. Since 1977, reconstruction repairs and maintenance of the Alaska Highway in the Yukon have been funded through a highway construction funding accord (commonly known the Shakwak Agreement) between the United States and Canada. The agreement covers the Canadian section of the Haines Road and the Alaska Highway from Haines Junction, Yukon to the Canada/U.S. border north of Beaver Creek, Yukon, known regionally as the Shakwak corridor.

Whereas, the U.S., Canada, and YG have cooperated in maintaining the Alaska Highway section of the Shakwak corridor, which is vital for security, trade, tourism, and essential aspects of life.

Whereas, the Alaska Highway portion of the Shakwak corridor is in a sub-arctic climate with discontinuous permafrost, and is experiencing deteriorating road conditions due to thawing permafrost and other impacts.

Whereas, both parties recognize the need for bringing and maintaining the Shakwak corridor to a good condition for the safety, wellbeing, and quality of life in the North and for strengthening the international partnership and cross-border connections.

Whereas, both parties have identified an urgent need for road improvements between Destruction Bay and the U.S. Border to address degradation of the roadway.

RESOLUTION

1. **Project Development:** Alaska's Department of Transportation and Public Facilities (DOT&PF) and Yukon's Department of Highways and Public Works (HPW) agree to develop and implement the "Alaska Highway Yukon Territory Permafrost Repairs

Project” (the Project). The Project specifically occurs between Destruction Bay, Yukon and the U.S./Canada border near Beaver Creek, Yukon.

2. **Funding and Implementation:** The Project will be included in Alaska’s 2024-2027 Statewide Transportation Improvement Program (the STIP), utilizing Alaska’s apportionment funding, in accordance with U.S. Department of Transportation requirements and State and Federal Laws and Regulations. Upon approval of the STIP by the Federal Highway Administration, funds for the Project will be made available by DOT&PF to YG on a reimbursement basis.
3. **Project Focus:** Upon DOT&PF commitment of funds, YG agrees to repair sections of the Alaska Highway within the Yukon, focusing on the Project segment. Restoration activities will include resurfacing and sub-grade and drainage improvements.

OTHER TERMS

This MOU forms an annex to the Alaska-Yukon Intergovernmental Relations Accord.

The MOU will remain in effect until the completion of the Project, or on the expiry or non-renewal of the Alaska-Yukon Intergovernmental Relations Accord or termination by mutual consent of both parties.

This MOU represents the intentions of the signatories but does not form a contract.


This MOU does not create a right or cause of action enforceable by third parties. It is a definite expression and record of the purpose and intention of the Parties, to which each honorably pledge themselves.

Agreements and contracts subsequent to this MOU and related to the Project may contain clauses that are enforceable, as governed by standard practice and law.

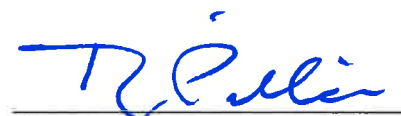
This MOU may be amended by mutual agreement of the parties in writing.

SIGNATURES

This MOU, effective as of the last date signed below, is duly executed by the undersigned authorized representatives of Alaska and the Yukon.



The Honorable Mike Dunleavy
Governor
State of Alaska



The Honourable Ranj Pillai
Premier
Government of Yukon

Feb 9, 2024
Date

FEB 9, 2024
Date