NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 22-65

A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING A MEMORANDUM OF UNDERSTANDING WITH TECK ALASKA FOR USE OF OFFICE SPACE IN NOATAK, AND FOR RELATED PURPOSES.

WHEREAS: Teck Alaska is the operator of the Red Dog Mine; and

WHEREAS: Teck submitted a request to utilize a portion of the VPSO building in Noatak to establish a local office for its Noatak Community Liaison; and

WHEREAS: Teck has offered to be responsible for electricity, water and sewer, heating fuel, clean-up, and snow removal for the building in exchange for use of the office space; and

WHEREAS: the Borough wishes to approve a five-year memorandum of understanding to establish this arrangement.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves the execution of a memorandum of understanding in substantially the same form that accompanies this Resolution with Teck Alaska to utilize office space in exchange for provision of related utilities and services.

PASSED AND ADOPTED THIS 25th DAY OF OCTOBER 2022.

[Signature]
Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF OCTOBER 2022.

[Signature]
Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF OCTOBER

[Signature]
Helena Hildreth, Borough Clerk

ATTEST:

RSN 22-65 – MOU with Teck Alaska for Noatak Office
MEMORANDUM OF UNDERSTANDING BETWEEN
THE NORTHWEST ARCTIC BOROUGH AND
TECK ALASKA

Section 1. Purpose. This Memorandum of Understanding ("MOU") is entered into this ___ day of October 2022 ("Effective Date") between the Northwest Arctic Borough ("NAB"), a home rule borough, and Teck Alaska Incorporated, a corporation organized under the laws of the State of Washington ("Teck"). The NAB and Teck may be referred to individually as a "Party" and together as "Parties."

Section 2. Background.

A. NAB is the home rule regional government for the communities of Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Kotzebue, Noatak, Noorvik, Selawik and Shungnak.

B. Teck is the operator of the Red Dog Mine and a community partner in the region.

C. NAB and Teck share the common goal of promoting community and economic development.

D. In order to promote a local presence and community and economic development, the Parties wish to cooperate to establish a local office for Teck’s community liaison.

Section 3. Term. This MOU will commence as of the Effective Date and will remain in effect through June 30, 2027, or until earlier terminated. Either party may terminate this MOU upon 90 days’ written notice.

Section 4. Parties’ Responsibilities.

A. NAB will provide Teck access to its VPSO facility in Noatak, Alaska for office space for the Noatak Community Liaison.

B. Teck will be responsible for paying for electricity, water and sewer, heating fuel, clean-up, and snow removal for the building.

C. The Parties will cooperate in good faith to ensure the mutually beneficial use of the VPSO facility.

Section 5. Liability. Neither Party will do, nor permit anything to be done, which in any manner will subject the other Party to any liability as a result of this MOU without the other Party’s advance written consent.
Section 6.  **Good Faith Efforts.** Each Party agrees and acknowledges that it will use its best good faith efforts to perform in accordance with the terms and conditions of this MOU.

Section 7.  **Miscellaneous.** This MOU does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this MOU. Nothing in this MOU shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the NAB and NWABSD. This MOU represents the entire MOU and understanding between the parties with respect to the subject matter of this MOU and supersedes all prior or contemporaneous, express, or implied, written, or oral agreements, representations, and conditions between the parties with respect to the subject matter of this MOU. This MOU may be executed in any number of counterparts, including by electronically-transmitted signature, and each counterpart shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same MOU. This MOU may only be modified in writing by both parties.

NAB and Teck have executed this MOU as of the Effective Date.

**NORTHWEST ARCTIC BOROUGH**  
Dickie Moto, Sr.  
NAB Mayor  

**TECK ALASKA, INC.**  
Les Yesnick,  
General Manager