

# NWAB Mtg Packet

## June Regular Assembly Meeting

June 26, 2023

### Agenda

6-26-23 BAF Work Session Agenda .....	2
6-26-23 Reg Mtg Agenda .....	4

### Minutes

5-23-23 Reg Mtg Minutes .....	6
Special Meeting 6-6 .....	14

### Board and Commission

Financials May 2023 .....	18
---------------------------	----

### Mayor's Report

CED Assembly Report June 2023 .....	57
2023.6.16 Planning Report .....	69
May 2023 Public Services Monthly Report .....	74
June 2023 Assembly Report Chris .....	84

### Introduction of Ordinances

ORD 23-05 - US DOE OCED Joint Grant Application Approval .....	88
--	----

### Resolutions

Res 23-29 Landye Bennett Blumstein LLP FY24 .....	91
Res 23-30 Goldeneye Media Alaska FY24 .....	107
Res 23-31 Espelin and Associates FY24 .....	122
Res 23-32 Legislative Consultants of Alaska FY24 .....	138
RSN 23-33 FY23-24 Healthy Equitable Communities Funds .....	153
RSN 23-34 Deerstone - Selawik Water and Sewer .....	155
Res 23-35 McClintock Land Associates FY24 Contract .....	178

### Non-agenda

Landye Bennett 06162023 .....	195
-------------------------------	-----



**Northwest Arctic Borough  
Assembly BAF/Work Session**  
Monday, June 26, 2023 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

**A. CALL TO ORDER**

**B. INVOCATION/MOMENT OF SILENCE**

**C. SAFETY MOMENT**

**D. ROLL CALL**

1. Introduction of Staff and Guests

**E. APPROVAL OF AGENDA**

**TAB 1**

**F. COMMUNICATIONS AND APPEARANCES**

**TAB 3**

1. Financials ending May 31, 2023

**G. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY  
ORDINANCES**

**TAB 4**

**H. INTRODUCTION OF ORDINANCES**

**TAB 6**

1. **Ordinance 23-05** *an ordinance of the Northwest Arctic Borough Assembly approving a Joint Grant Application and funding commitment to U.S. Department of Energy Office of Clean Energy Demonstrations funding opportunity announcement number DE-FOA-0002970, and for related purposes.*

**I. RESOLUTIONS**

**TAB 7**

1. **Resolution 23-29** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement for legal services with Landye Bennett LLP, and for related purposes.*
2. **Resolution 23-30** *a resolution of the Northwest Arctic Borough Assembly approving a professional services agreement with Goldeneye Media Alaska, and for related purposes.*
3. **Resolution 23-31** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement with Espelin & Associates LLC to provide accounting services, and for related purposes.*
4. **Resolution 23-32** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement with Wendy Chamberlain dba Legislative Consultants in Alaska for lobbying, and for related purposes.*
5. **Resolution 23-33** *a resolution of the Northwest Arctic Borough Assembly accepting the State of Alaska Department of Health Division of Public Health FY23-24 Healthy and Equitable Communities Funding and Agreement, and for related purposes.*
6. **Resolution 23-34** *a resolution of the Northwest Arctic Borough Assembly*

*authorizing a contract with Deerstone Consulting, LLC for the Water and Sewer Project in Selawik, and for related purposes.*

7. **Resolution 23-35** *a resolution of the Northwest Arctic Borough Assembly approving a professional services agreement with McClintock Land Associates for consulting, mapping, and surveying services related to the Borough's Municipal Land Entitlement, and for related purposes..*

**J. OTHER BUSINESS**

**TAB 8**

**K. EXECUTIVE SESSION**

**L. AUDIENCE COMMENTS**

**M. ASSEMBLY COMMENTS**

**N. MAYOR'S COMMENTS**

**O. ADJOURNMENT**



**Northwest Arctic Borough  
Assembly Regular Meeting**  
Monday, June 26, 2023 – 1:00 P.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

- A. CALL TO ORDER**
- B. INVOCATION/MOMENT OF SILENCE**
- C. SAFETY MOMENT**
- D. ROLL CALL/MEMBER EXCUSAL**
  - 1. Introduction of Staff and Guests
- E. APPROVAL OF AGENDA** **TAB 1**
- F. APPROVAL OF PREVIOUS MEETING MINUTES** **TAB 2**
  - 1. May 23, 2023 Regular Meeting Minutes
  - 2. June 7, 2023 Special Meeting Minutes
- G. COMMUNICATIONS AND APPEARANCES**
- H. BOARDS, COMMISSIONS & COMMITTEES** **TAB 3**
  - 1. Budget, Audit & Finance
  - 2. Financial Report, Angie Sturm
- I. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
- J. ASSEMBLY REPORTS** **TAB 8**
- K. MAYOR'S REPORT** **TAB 5**
- L. TIME AND PLACE OF NEXT MEETING**
- M. INTRODUCTION OF ORDINANCES** **TAB 6**
  - 1. **Ordinance 23-05** *an ordinance of the Northwest Arctic Borough Assembly approving a Joint Grant Application and funding commitment to U.S. Department of Energy Office of Clean Energy Demonstrations funding opportunity announcement number DE-FOA-0002970, and for related purposes.*
- N. RESOLUTIONS** **TAB 7**
  - 1. **Resolution 23-29** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement for legal services with Landye Bennett LLP, and for related purposes.*
  - 2. **Resolution 23-30** *a resolution of the Northwest Arctic Borough Assembly approving a professional services agreement with Goldeneye Media Alaska, and for related purposes.*
  - 3. **Resolution 23-31** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement with Espelin & Associates LLC to provide accounting services, and for related purposes.*
  - 4. **Resolution 23-32** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement with Wendy Chamberlain dba Legislative Consultants in Alaska for lobbying, and for related purposes.*

5. **Resolution 23-33** *a resolution of the Northwest Arctic Borough Assembly accepting the State of Alaska Department of Health Division of Public Health FY23-24 Healthy and Equitable Communities Funding and Agreement, and for related purposes.*
6. **Resolution 23-34** *a resolution of the Northwest Arctic Borough Assembly authorizing a contract with Deerstone Consulting, LLC for the Water and Sewer Project in Selawik, and for related purposes.*
7. **Resolution 23-35** *a resolution of the Northwest Arctic Borough Assembly approving a professional services agreement with McClintock Land Associates for consulting, mapping, and surveying services related to the Borough's Municipal Land Entitlement, and for related purposes.*

**O. OTHER BUSINESS**

**TAB 8**

**P. EXECUTIVE SESSION**

**Q. AUDIENCE COMMENTS**

**R. ASSEMBLY COMMENTS**

**S. MAYOR'S COMMENTS**

**T. ADJOURNMENT**



Northwest Arctic Borough Assembly  
Regular Meeting Minutes  
Tuesday, May 23, 2023 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**CALL TO ORDER**

President Hadley called the meeting to order at 9:00 A.M.

**INVOCATION/MOMENT OF SILENCE**

Member Loon provided an invocation.

**SAFETY MOMENT**

Member Loon mentioned that it's okay to reach out on mental health. Also, it is okay to get help during Memorial Day. Thankful that parents take their children out. Careful with children on the road. Hunting is always challenging, always using gun safety, extra survival kits.

Member Swan mentioned a lot of water under the snow, careful around the creeks; hard to get out of slush when stuck.

Member Lincoln Carr stated when you need someone to talk to; call 988, national number.

*Member Cleveland ensure a life vest or jacket when boating, keep an eye out for glare ice.*

**ROLL CALL/MEMBER EXCUSAL**

Assembly Members present at the time of roll call:

Austin Swan Sr.	Dood Lincoln Carr	Walter Sampson <sup>(9:30)</sup>	Reid Magdanz
Miles Cleveland Sr.	Hannah Loon	Delores Barr	Tanya Ballot
Sandy Shroyer Beaver	Nathan Hadley Jr.		

Excused

Elmer Armstrong Jr.

Introduction of Staff and Guests

Dickie Moto Sr.	Colt Ticket	Richard Camilleri	Hans Nelson
Angie Sturm	Gem Belamour	Clara Jones	Fritz Westlake Sr.
Hiram Walker	Elizabeth Ferguson	Rick Warner	Willard Commack
Stella Atoruk			

**A quorum presents to conduct business. Member Lincoln Carr motion to excuse Member Armstrong, seconded by Vice President Shroyer Beaver; motion passed unanimously by roll call vote.**

**APPROVAL OF AGENDA**

Agenda presented for approval for May 23, 2023.

**Member Lincoln Carr motioned to approve as presented; Member Ballot seconded; passed unanimously by roll call vote.**

#### **APPROVAL OF PREVIOUS MEETING MINUTES**

April 25, 2023, regular meeting minutes presented for approval.

**Member Ballot motion to approve, seconded by Member Barr; motion passed unanimously by roll call vote.**

#### **COMMUNICATION AND APPEARANCE**

No communication and appearance presented.

#### **BOARDS, COMMISSIONS & COMMITTEES**

Budget, Audit and Finance Chairperson Lincoln Carr provided a summary of the meeting held the previous day; good discussion when all the Assembly is present. All recommend do pass.

*Borough Treasurer Sturm provided a summary of financials ending April 30, 2023.*

Member Loon asked if Borough will be expecting any deed reimbursement in the future?

#### **PUBLIC HEARING, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES**

1. **Ordinance 22-05-AM-01** *an ordinance of the Northwest Arctic Borough Assembly approving and adopting an amended line-item budget for the FY23 Village Improvement Fund.*

Mayor Moto summarized Ordinance 22-05-AM-01, recommend do pass. Member Magdanz proposes to amend since no new version was presented; 4.1 million to match what the budget it which is 8.1M.

**Member Lincoln Carr motion to enact Ordinance 22-05-AM-01, seconded by Member Ballot; motion passed unanimously by roll call vote.**

**Member Magdanz motion to amend Ordinance 22-05-AM-01, seconded by Member Lincoln Carr; motion carried.**

2. **Ordinance 23-03** *an ordinance of the Northwest Arctic Borough Assembly providing for establishing and adoption of the line-item budget for the FY24 Village Improvement Fund.*

Mayor Moto summarized Ordinance 23-03, recommend do pass.

**Member Swan motion to enact Ordinance 23-03, seconded by Vice President Shroyer Beaver; motion passed unanimously by roll call vote.**



## ASSEMBLY REPORTS

Member Lincoln Carr mentioned she provided a summary of the BAF meeting held earlier; good to have all the Assembly there at BAF and work session.

President Hadley mentioned most of the Assembly attended the hearing on caribou, he believes it went well. Hopefully the Assembly can interact and speak on hunting.

Member Loon mentioned she attended the special meeting on hearing of the caribou, another hearing coming soon; June 8, 2023, 1:00 PM to 3 PM.

Member Sampson joined at 9:30AM. He echoes his comments yesterday; critically important to get involved otherwise our people will be hurting this coming Fall. If can attend in person that would be stronger, for the June 8 hearing.

## MAYOR'S REPORT

Planning Administrator Gem Belamour provided a summary of report ending April. Member Ballot asked if the Planning Coordinator must be in Kotzebue or can be in one of the Villages. *Member Sampson asked if there has been any discussion of Kivalina relocating. In regard to Noatak, where are we since Borough is trustee for them, where are we with 14 ( c ) ( 3 ).* Member Magdanz requested an update on McClintock proposed work ahead for this summer, for FY24. Member Lincoln Carr mentioned she asked in the past that if there are any constituents to pay for the survey to squeeze them in. *Member Sampson echo Member Lincoln Carr's comments, encourage to push that.* President Hadley mentioned it will be good to have house numbers in Buckland.

*Community Economic Development Director Westlake provided a summary of recent activities.* Member Magdanz mentioned he saw State budget. He asked about water and sewer possibilities, who in our region trying to get safe water monies, is that Borough or Maniilaq to ensure our villages compete for monies for water and sewer. Encourage someone to bring that up at NWALT or make sure someone is paying attention to that in our area; possibly 250M in State budget for water and sewer and more coming. President Hadley mentioned he hopes that State gets rid of the best practice scoring. *Member Sampson encourages Borough to work with entities on local planning, design of infrastructure; designs bought somewhere else.* President Hadley asked Director Westlake when the deadline for the solar paneling is. Hopefully every village joins that IPP, which is important when generator goes out.

Mayor Moto asked Director Westlake to explain the process of partnering up with Deer Stone for a couple villages working on warm storage buildings.

Public Safety Report given by VPSO Coordinator Warner provided summary of report. End of June is a scheduled summit in Shungnak, scheduling all ten villages visits and having community outreach. President Hadley mentioned he talked with an Elder last night and glad to have a VPSO in Shungnak. Member Lincoln Carr that many are grateful for these positions, thankful for lobbying. *Member Sampson mentioned it's critically important to have a follow up after a major search to discuss what worked, what didn't work and what needs to be improved.* Member Lincoln Carr sees on social media,



encourage communication to public on what the process is on starting a search and why; possibly posted on the website.

Member Loon thanked him for report, encouraging you to keep up with your good work. Our biggest enemies in our families today are alcohol, fentanyl and other drugs coming through the post office. We can't blame the VPSO, it's our responsibility as a healthy family to encourage our young kids to be alcohol and drug free. Can be addressed at the summit.

*Member Sampson echo comments from Member Lincoln Carr regarding lack of if we are talking of search and rescue. We have two different organizations; village is not giving the responsibility of taking the lead on a search than can ask Regional. Keep in differentiate of what search and rescues we have so each can take responsibility of what needs to be done. Be sure to publicize the process so people will understand.*

Member Ballot always applaud Noatak for having a Hasty Crew, would like to see it in all the communities. Came prepared and ready to go with all essential and would like village follow suit. Crucial when traveling notify someone, whether good intentions or not. Every situation is different.

Member Loon asked if VPSO's can use body cams. Also, she asked if can have firearms. Fire Coordinator Nelson provided a summary of recent activities. Member Lincoln Carr mentioned there is a new product; can spray to contain until something else comes along. Have you seen or heard of them? She thought it would be good for the villages.

Public Services Director Jones provided summary of activities since she started recently. Member Lincoln Carr welcomed Director Jones back, believes that Borough or Regionwide seek grants to hire casket builders and grave digging. Needs to be addressed because we all are going to die, it's a lot of work. Help these volunteers. Member Loon asked regarding the boiler replacement and toyostove, is this available to any kind of house; NIHA always say not eligible because your house is already paid for.

Youth Representative Ticket thanked Rick for his reports, also to Clara. Thank you.

Break taken at 10:55 AM, reconvened at 11:09 AM

Mayor Moto requested excusal; Director Jones will reconvene.

#### **TIME & PLACE OF NEXT MEETING**

June 6-7, 2023, for special meeting, possibly call in for teleconference. Regular meeting June 26-27, 2023, regular meeting on June 27, 2023.

#### **INTRODUCTION OF ORDINANCES**

1. **Ordinance 23-04** *an ordinance of the Northwest Arctic Borough Assembly providing for the establishment and adoption of the line-item budget for fiscal Year 2024.*

Acting Mayor Jones recommend do pass.

**Member Lincoln Carr motioned to approve Ordinance 23-04, seconded by Member Swan; motion carried by roll call vote.**

### **RESOLUTIONS**

1. **Resolution 23-21** *a resolution of the Northwest Arctic Borough Assembly approving the purchase of fire pumps and hoses for firefighting use and for related purposes.*

Acting Mayor Jones summarized Resolution 23-21, recommend do pass.

**Member Sampson motion to approve Resolution 23-21, seconded by Member Ballot; motion passed unanimously by roll call vote.**

2. **Resolution 23-22** *a resolution of the Northwest Arctic Borough Assembly authorizing execution of a cooperating agency agreement with the Bureau of Land Management for the Ambler Mining District Supplemental Environmental Impact Statement, and for related purposes.*

Acting Mayor Jones summarized Resolution 23-22, recommend do pass. Legal Camilleri provided a summary of discussion held previously; status to give Borough a seat at the table to participate as a cooperative agency.

Member Magdanz believes it's important to have a seat at the table, he believes the EIS process themselves aren't good enough for helping our people giving feedback. We need to push for answers, what is it going to look like; we need conversations with our communities.

Member Lincoln Carr encourages any other public funds for the Ambler Road, and to be tribal owned and private road. A majority don't want AIDEA to own; just comments she is making.

**Member Loon motion to approve Resolution 23-22, seconded by Member Lincoln Carr; motion passed unanimously by roll call vote.**

3. **Resolution 23-23** *a resolution of the Northwest Arctic Borough Assembly approving an Assembly donation under the FY23 budget for the Native Village of Kotzebue Nikaitchuat Ilisagviat.*

Acting Mayor Jones summarized Resolution 23-23, recommend do pass. Member Lincoln Carr mentioned she stated yesterday that we need to consider the amount; at one point it was twenty-five thousand. Any donations given she would like to see reports from whomever monies are given out. Member Magdanz mentioned back up was emailed yesterday after the meeting, he requests it be with the resolution when presented.

**Vice President Shroyer Beaver motioned to approve Resolution 23-23, seconded by Member Ballot; motion passed unanimously by roll call vote.**

4. **Resolution 23-24** *a resolution of the Northwest Arctic Borough Assembly providing for the FY24 local contribution to education.*

Acting Mayor Jones summarized Resolution 23-24, recommend do pass. Vice President Shroyer Beaver requested explanation of reimbursement portion. We have not paid an extra donation to the School District, and this is the minimum required and because of Borough usage fees Borough gets reimbursed; just to clarity. She requested clarification from Finance Treasurer Sturm that two million for this upcoming year although taken out of last fiscal year.

**Member Loon motion to approve Resolution 23-24, seconded by Member Lincoln Carr; motion passed unanimously.**

#### **OTHER BUSINESS**

VPSO Coordinator Warner asked for clarity; he stated that the Public Safety Summit is June 27-28, 2023, in Shungnak so these two will go simultaneously. And some will attend the summit.

#### **EXECUTIVE SESSION**

No executive session was held.

#### **AUDIENCE COMMENTS**

*Shungnak resident Willard Commack called in regarding water and sewer issues. People are in hardship, there are four-six houses in Shungnak; why are these bills so high. One bill is fifteen thousand dollars. Important to have hygiene, need clean water. Concerned about the children and Elders of Shungnak. There is an oil spill near his Uncle Neil Sheldon's house, no reports submitted to the State. He tried working with the federal government to clean out the spill from three years ago. The water system needs attention. Even getting help from the Clinic, no help; they have equipment and it's not being used.*

Borough resident Elizabeth Ferguson expressed her gratitude to Assembly and Administration for the scholarships, recipient throughout her education. Graduated in December and walked earlier this month. Thank you.

#### **ASSEMBLY COMMENTS**

*Member Sampson mentioned he got a call from Statewide Native Organization through AFN they will create a full board representing all the regions in the State; he was asked to participate. He requested excusal.*

Member Barr mentioned good meeting, lots of information. Thank administration, keep up the hard work. Look forward to budget retreat, forecasting and tightening our belts going forward. Thank you.

Member Loon thanked Mayor Moto and staff for preparing for the meeting. Alarming;

happy that Mr. Commack call regarding inactive communities. Reach out to ANTHC and cooperating agencies together out there to make sure Elders are taken care of. Thank Youth representative Colt for being here, all of us are still learning. To the listening audience, condolences to those that lost loved ones. To those that graduated college and Chukchi College, encourage high school students to work on scholarships. There is hope. If us Aana's can do it, you can do it. Thank you.

Member Swan mentioned good session, thank you to staff and Assembly members. We have students going to summer school, making use of the new school, getting on the bus.

Member Ballot mentioned good meeting. Condolences to those that lost loved ones. Be proactive and not reactive; mental health first aid is vital. We can get training to recognize the signs; whether we are leader, citizen, young adult, or old person we all go through challenges. Like Dood said call 988, there for a reason. Social media can be a curse or blessing. Excited to see VPSO program grow. Welcome back Clara, give thanks to Mayor and staff for work that you do. Thank you.

Member Magdanz congratulated those that graduated this past month; high school and college, hope you come back to the region and help us out here. Great to see birds; hope everyone has a safe hunting season. Thankful for Willard calling in, hope administration can help. Be safe this Spring.

Member Lincoln Carr glad to see Willard call in. echo many of the members' comments. She is thankful for the City of Kotzebue; grateful since the wall was put up, if wasn't there for this last storm many homes damaged. Also, with addition there are many out; to the dog owners in Kotzebue, you need to be more responsible cleaning poop. The City of Kotzebue has a policy, stop letting your dogs' poop unless you clean it up. Also, the villages are getting protection for the VPSO program; grateful to have City of Kotzebue have policeman have rotations. Please pass to Mayor that the website is utilized more, post the program for constituents. Thank you.

Vice President Shroyer Beaver sends condolences, hard when loose someone. Congratulations to the graduates, exciting to see photos of families and traditional clothes. Welcome Clara back. As you know education is always struggling, if we can do what we can to support; we get a portion back. She still thinks about the kindergarten classes, some are discouraging; keep our kids with more hope and bigger dreams. Dr. Eck used to say kids need lots of sleep, read with your children. Happy many applications for VPSO. Thank you, have a good summer.

*Shungnak Willard Commack comment regarding well, don't know what they are drinking. Their VPSO is leaving for Selawik, only if emergency they will have someone in Shungnak he believes. The environmental contractor would come every six months to check the water, the tank hasn't been cleaned. We learn from the Elders. Have a safe day.*

President Hadley thanked Willard for calling, important to take care of our Elders. Hard to go through change when you loose parents. A big part of the community, feed younger people too. Hope all goes well, be safe while hunting. Take care of each other, share your catch. Great to be part of the community. Hope everyone has a great summer. Thankful

for grants. Thank you.

Youth Representative Ticket thank you to Hannah, still learning. Hope everyone has a good day.

#### **MAYORS COMMENTS**

Acting Mayor Jones thank you for great meeting, good to be back at Borough. Look forward to Special meeting. Will reach out on Willards concerns. Thank you for a great meeting.

#### **ADJOURNMENT**

Vice President Shroyer Beaver motion to adjourn, seconded by Member Carr at 12:06 P.M.

DRAFT



Northwest Arctic Borough Assembly  
Special Meeting Minutes  
Wednesday June 7, 2023– 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**CALL TO ORDER**

Member Sampson called meeting to order at 9:01 am

**INVOCATION/MOMENT OF SILENCE**

Member Swan provided invocation.

**ROLL CALL/MEMBER EXCUSAL**

Assembly Members present at the time of roll call:

<i>Elmer Armstrong Jr.</i>	<i>Tanya Ballot</i>	<i>Delores Barr</i>	<i>Austin Swan Sr.</i>
<i>Sandy Shroyer Beaver</i>	<i>Hannah Loon,</i>	<i>Reid Magdanz</i>	<i>Miles Cleveland Sr.</i>
<i>Walter Sampson</i>	<i>Dood Lincoln Carr</i>	<i>Nathan Hadley Jr.</i>	

Introduction of Staff and Guests

<i>Dickie Moto, Sr.</i>	<i>Matt Mead</i>	<i>Stella Atoruk</i>	<i>Hiram Walker</i>
<i>Ingemar Mathiasson</i>	<i>Jaime Schaeffer</i>	<i>Chris Hatch</i>	<i>Clara Jones</i>
<i>Angie Sturm</i>	<i>Elizabeth Ferguson</i>		

**A quorum was present to conduct business.**

**APPROVAL OF AGENDA**

Agenda presented for approval with for June 7, 2023.

**Member Dood Lincoln-Carr motioned to approve the agenda as presented, seconded by Member Hannah Loon. Motion passed unanimously by roll call vote.**

**PUBLIC HEARING, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES**

1. **Ordinance 23-04** *an ordinance of the Northwest Arctic Borough Assembly providing for the establishment and adoption of the line-item budget for fiscal Year 2024.*

Public Services Director: Clara Jones summarized, recommend do pass.

Member Magdanz: Raised concern of required local education contribution. Is there a reason that number changed? Also asked about assembly's appropriation to education last year. Member Magdanz asks if it's based on property value not tax.

**Member Loon motion to approve Ordinance 23-04, seconded by Member Lincoln Carr; motion passed unanimously by roll call vote.**

2. **Resolution 23-25** a resolution of the Northwest Arctic Borough Assembly adding Clara Jones as an authorized signatory for Borough checks.

Mayor Moto summarized, recommend do pass.

**Member Lincoln-Carr motion to approve Resolution 23-25, seconded by Vice-President Shroyer Beaver; motion carried unanimously by roll call vote.**

3. **Resolution 23-26** a resolution of the Northwest Arctic Borough Assembly approving the unincorporated community of Noatak for participation in the FY24 Community Assistance Program.

Mayor Moto summarized, recommend do pass.

**Member Magdanz motion to approve Resolution 23-26, seconded by Vice-President Shroyer Beaver; motion carried unanimously by roll call vote.**

4. **Resolution 23-27** a resolution of the Northwest Arctic Borough Assembly to pursue an EPA Climate Pollution Reduction Grant to conduct planning activities.

Mayor Moto summarized, recommend do pass.

**Member Loon motion to approve Resolution 23-27, seconded by Member Lincoln Carr; motion carried unanimously by roll call vote.**

5. **Resolution 23-28** a resolution of the Northwest Arctic Borough assembly approving the purchase of a Komatsu D61PX-24 Crawler Dozer and for related purposes.

Public Safety Director Clara Jones summarized, recommend do pass.

Member Sampson: this resolution was heavily discussed yesterday. Through the process of planning for Kivalina and the road. We didn't really foresee a problem with Snow removal, this year we had some equipment to purchase to remove snow on the system from Kivalina to the school. We ran into some glitches making sure that the berms were completely pushed off. And it didn't quite happen that way, so staff had to find a way to look into to resolve the problem and one way to resolve that problem was to get a CAT to push the snow completely out of the road system for buses to go back and forth to the school from the community of Kivalina.

**Member Lincoln Carr motion to approve Resolution 23-28, seconded by Member Swan; motion carried unanimously by roll call vote.**



## **AUDIENCE COMMENTS**

Elizabeth Ferguson with NANA Regional: I just wanted to give a quick plug that tomorrow on Thursday June 8<sup>th</sup> the federal statistics board is meeting on the official actions about the caribou and you can find all that information online, I can share that with whoever through via email or Facebook or whatever. That's happening tomorrow and they are taking public comments if you are interested in it you can call and share your comments, Thank you.

Member Sampson: thank you but if NANA can work with a major organization to get a little group together to call in, I think its critically important that we call in in regards to the discussions we had earlier last month on the Caribou take issue. It's critically important that we have intake from the major organizations.

## **ASSEMBLY COMMENTS**

Member Ballot: Thank you.

Member Barr: I appreciate the special meeting to go over budgets and I look forward to upcoming retreat where we will have the opportunity to make informed decisions. I appreciate all the work with the staff and administration is doing, once you get your marching orders I highly recommend considering a timeline that we don't end up into a year-end rush. I do understand it does cost money to provide to our constituent's. Condolences for those who have lost loved ones I hope that everyone stays safe this summer.

Member Cleveland: Raised concern about the Ambler road and Shareholder Employment with Red Dog. Taikuu.

Vice President Shroyer Beaver: Thank you Walter for running the meeting, and I would like to send condolences to everyone who has lost loved ones, and also to Toby Drake and his family his father passed away Wayne Drake. They have worked in our community for many years. Everyone be safe.

Member Loon: Adigaa Taikuu Mayor and staff for the meeting that you prepared. Member Loon Raised concern about the Federal subsistence hearing in regards to the caribou. Taikuu.

Member Swan: Brought up New VIF Commissioner Charlie Norton. Thank you.

Member Lincoln Carr: Raised concern about Assembly Internet and the Ambler Road. Taikuu

Member Magdanz: Talked about the Ambler road. Condolences to families who have lost loved ones.

President Hadley: Thank you Walter for running the meeting. President Hadley raised concern about reporting scoring for water and sewer needs for the villages. Thank you to your staff.

Member Armstrong: Thank you good discussion. Member Armstrong raised concern about jackhammers for the villages. Thank you.

Member Sampson: I want to thank the mayor and the staff for the work that you have done preparing for this special meeting. Member Sampson raised concern about the caribou population and the federal board in regards to the amount of take per person is allowed. He also mentioned the Ambler road and having trilogy come up and discuss these issues. Member Sampson also raised concern about food stamps for the region. Member Sampson interpreting in Inupiaq.

### **MAYORS COMMENTS**

Mayor Moto: Thank you. Mayor Moto raised concern about the Internet and cost for assembly members. He also brought up the need for a subsistence committee. Mayor Moto will reach out to Ambler Metal's or Trilogy to get an update on the Ambler Road.

Member Lincoln Carr: Thank you Mayor for your report. Member Lincoln Carr raised concern and responded to Mayor's comments about assembly members having the Borough pay for the internet.

Mayor Moto: with the direction of the assembly we will take it and move forward.

### **ADJOURNMENT**

Member Lincoln Carr has made a motion to adjourn, and seconded by Member Magdanz at 10:19 am.

Northwest Arctic Borough

**Table of Contents**

May 31, 2023

---

General Fund & VIF Balance Sheets	1
General Fund Revenue and Expenditure Totals	2
Village Improvement Revenue and Expenditure Totals	3
General Fund Revenue Pie Chart	4
General Fund Expenditure Pie Chart	5
Cash and Investment Report	6

General Fund Rev/Exp-Caselle Report (pgs 1-9)	Caselle
VIF Revenue and Expenditures-Caselle Report (pgs 10-12)	Caselle

Northwest Arctic Borough

**Balance Sheet**

May 31, 2023

	General Fund	Contingency Reserve	Sustainability	TOTAL	VIF
General Fund & VIF Balance Sheets					
PILT Receivables	19,321,179	-	-	19,321,179	7,988,948
Tobacco Receivable	-	-	-	-	-
Interest Receivable	58,562	13,494	3,828	75,884	17,839
Cash and Investments	22,873,027	-	-	22,873,027	35,619,365
Contingency Reserve	-	9,209,563	-	9,209,563	-
Sustainability Investment	-	-	48,191,703	48,191,703	-
Due from other funds	1,103,088	776,943	-	1,880,031	-
Prepaid Expenses	34,547	-	-	34,547	-
Total Assets	<u>43,390,403</u>	<u>10,000,000</u>	<u>48,195,531</u>	<u>101,585,934</u>	<u>43,626,152</u>
Liabilities					
Accounts Payable	-	-	-	-	-
Payroll related liabilities	277,414	-	-	277,414	-
Due to other funds	5,722,707	-	-	5,722,707	-
Total Liabilities	<u>6,000,121</u>	<u>-</u>	<u>-</u>	<u>6,000,121</u>	<u>-</u>
Fund Balance					
Nonspendable	34,547	-	-	34,547	-
Financial Contingency Reserve	-	10,000,000	-	10,000,000	-
Sustainability Investment	-	-	48,195,531	48,195,531	26,313,565
Assigned to Public Services	-	-	-	-	-
Undesignated/Unreserved	37,355,735	-	-	37,355,735	17,312,587
Total Fund Balance	<u>37,390,282</u>	<u>10,000,000</u>	<u>48,195,531</u>	<u>95,585,813</u>	<u>43,626,152</u>
Total Liabilities and Fund Balance	<u>43,390,403</u>	<u>10,000,000</u>	<u>48,195,531</u>	<u>101,585,934</u>	<u>43,626,152</u>
	-	-	-	-	-

Northwest Arctic Borough  
General Fund Revenue and Expenditure Totals  
May 31, 2023

Revenue (alphabetical order)	Actual	Budget	% Remaining
Community Revenue Sharing	335,414	335,415	0%
Federal PILT Revenue	-	1,100,062	100%
Indirect Cost Recovery	66,759	80,000	17%
Investment Earnings Available For Ops	373,396	300,000	-24%
Land Permit Revenue	13,750	14,000	2%
Miscellaneous Revenue	363,341	365,000	0%
NWABSD Land Lease	3,197,930	4,263,906	25%
PILT Revenue	26,825,440	26,825,440	0%
Tobacco & Marijuana Excise Tax	502,310	600,000	16%
<b>TOTAL Revenue</b>	<b>31,678,340</b>	<b>33,883,823</b>	<b>93%</b>
Expenditures (alphabetical order)			
Administration & Finance	990,248	1,098,273.00	10%
Assembly	1,638,988	2,157,087.00	24%
Community & Economic Dev. Commission	15,169	25,669.00	41%
Community & Economic Development	1,062,259	4,035,648.00	74%
Local Education Contribution	6,905,434	6,540,579.00	-6%
Mayor's Office	1,180,914	1,802,414.00	34%
Planning & Community	430,483	909,047.00	53%
Planning Commission	12,611	36,803.00	66%
Public Safety Dept	1,159,197	1,416,309.00	18%
Public Safety Commission	13,389	25,592.00	48%
Public Services	1,202,127	1,570,178.00	23%
Transfer out - Bond Debt Service	1,890,776	1,882,950.00	0%
Transfer out - Investment Contribution	-	8,047,632.00	100%
Legal Reserve	-	1,500,000.00	N/A
Transfer out - Sulianich	178,004	26,500.00	-572%
Water and Sewer Subsidy	1,410,243	2,450,000.00	42%
<b>TOTAL Expenditures</b>	<b>18,089,841</b>	<b>33,524,681.00</b>	<b>46%</b>
<b>Revenues less Expenditures</b>	<b>13,588,500</b>		

Northwest Arctic Borough  
**Village Improvement Fund Revenue and Expenditure Totals**  
May 31, 2023

Revenue	Actual	Budget	% Remaining
Revenue	8,000,000	8,000,000.00	0%
Investment Earnings Avail for Operations	131,318	100,000.00	-31%
Investment Earnings/(Loss) Restricted*	1,344,899	-	
<b>TOTAL Revenue</b>	<b>9,476,217</b>	<b>8,100,000.00</b>	<b>-17%</b>

*\*Note the Investment Earnings Restricted are not available for operations. They are reinvested as part of the Sustainability Goals.*

Expenditures (alphabetical order)

Admin-Salaries and Benefits	175,499	234,207.00	25%
Admin-Travel	42,881	60,500.00	29%
Admin-Meeting Costs	14,750	25,000.00	41%
Admin-Supplies & Fees	12,683	27,500.00	54%
Admin-Consultants & Legal	19,752	39,000.00	49%

Ambler	1,549,430
Buckland	182,821
Deering	100,000
Kiana	258,415
Kivalina	-
Kobuk	-
Kotzebue	183,032
Noatak	-
Noorvik	1,247,282
Selawik	(25,830)
Shungnak	150,000

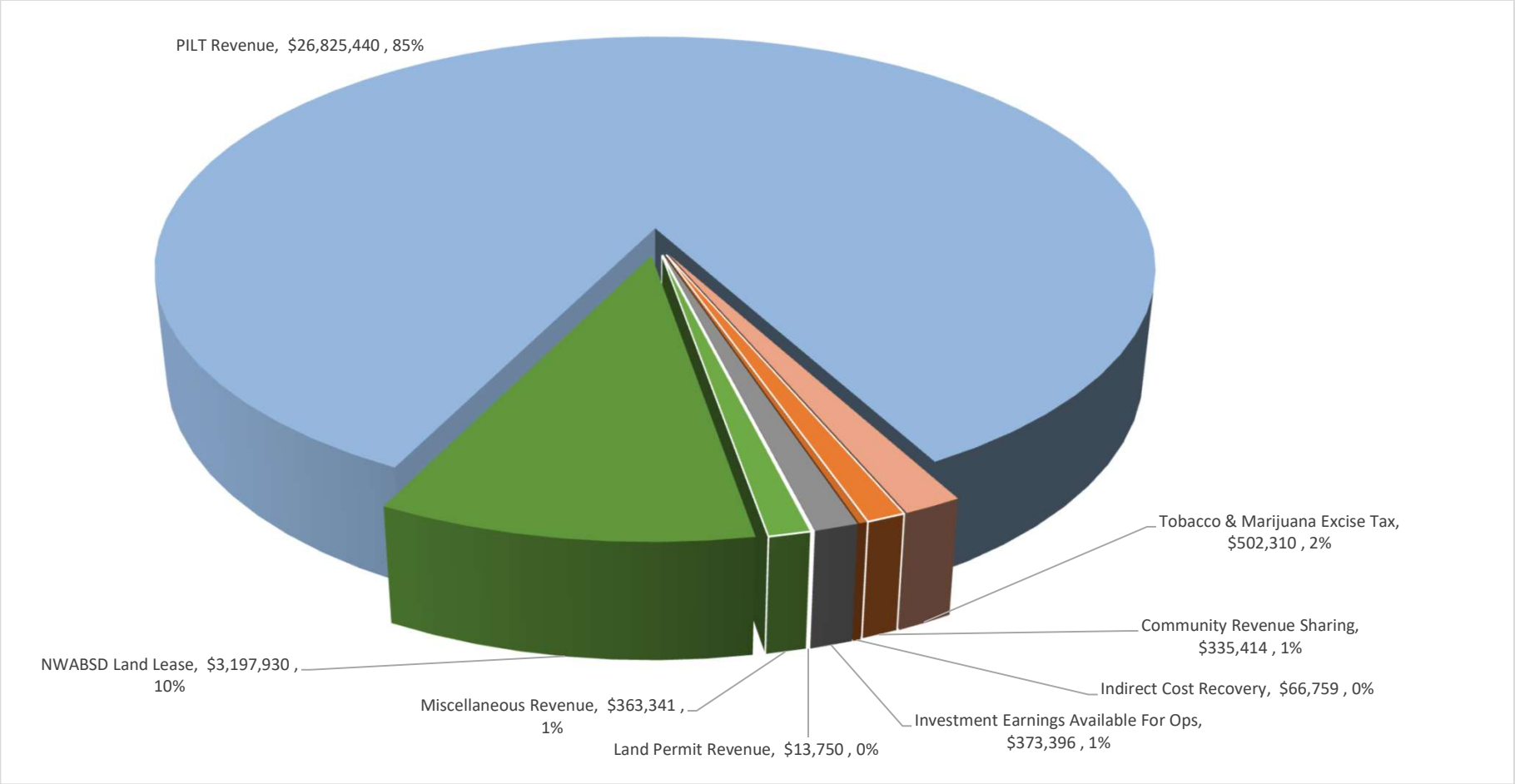
The budgets for project spending are tracked on a multi-year basis. Comparing budgets in this single year financial will not work.

Total Operational Expenditures	265,565	386,207	31%
--------------------------------	---------	---------	-----

**TOTAL Expenditures** **3,910,716**

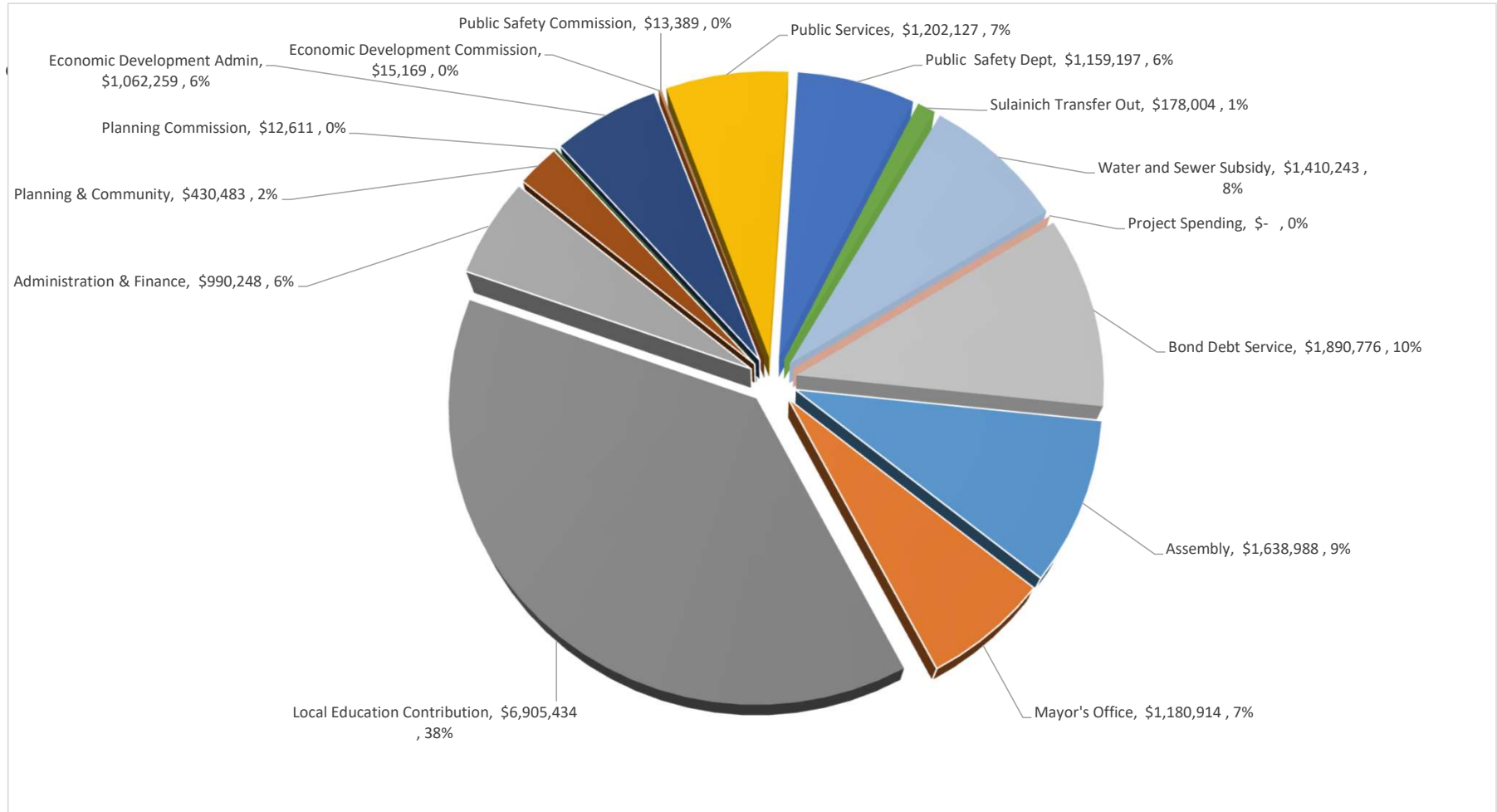
<b>Revenues less Expenditures</b>	<b>5,565,501</b>
-----------------------------------	------------------

Northwest Arctic Borough  
**General Fund Year-to-date Revenues**  
 May 31, 2023





**Northwest Arctic Borough  
General Fund Year-to-date Expenditures  
May 31, 2023**



Northwest Arctic Borough  
Cash and Investment Report  
May 31, 2023

Institution	General Fund Accounts	Face Value of Investment	% of Total
Wells Fargo	Main GF Checking	\$ 1,589,930	7%
Wells Fargo	Checking-Sulianich	\$ 1,408,765	6%
Wells Fargo	Money Market Trust for GO Bonds	\$ 6,395,018	28%
AMLIP	AMLIP	\$ 13,470,553	59%
AMLIP	NAB CARES	\$ 544	0%
Merrill Lynch	Investment in Teck Stock	\$ 8,217	0%
<b>Total General Fund Operating Accounts</b>		<b>\$ 22,873,027</b>	<b>100%</b>

Institution	GF Contingency Reserve Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 2,434,864	27%	
APCM	Fixed Income	\$ 6,339,199	70%	
APCM	Cash and Cash Equivalents	\$ 325,767	4%	
<b>Total GF Contingency Reserve Portfolio</b>		<b>\$ 9,099,830</b>	<b>100%</b>	<b>\$ 48,131</b>

Institution	Sustainability Fund Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 18,773,922	39%	
APCM	Fixed Income	\$ 27,624,254	58%	
APCM	Cash and Cash Equivalents	\$ 1,179,194	2%	
<b>Total GF Sustainability Portfolio</b>		<b>\$ 47,577,370</b>	<b>100%</b>	<b>\$ (388,153)</b>

Institution	VIF Accounts	Face Value of Investment	% of Total
Wells Fargo	VIF Checking	\$ 1,455,869	32%
AMLIP	VIF AMLIP	\$ 3,161,658	68%
<b>Total VIF Operating Accounts</b>		<b>\$ 4,617,526</b>	<b>100%</b>

Institution	VIF Sustainability Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 12,077,463	39%	
APCM	Fixed Income	\$ 17,770,923	58%	
APCM	Cash and Cash Equivalents	\$ 758,223	2%	
<b>Total VIF Sustainability Portfolio</b>		<b>\$ 30,606,609</b>	<b>100%</b>	<b>\$ 540,342</b>

**Total Borough Cash and Investments**

**\$ 114,774,362**

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
01-00-4000-00	PILT REVENUE	26,825,440.00	26,825,440.00	26,825,440.00	.00	100.0
01-00-4010-00	FEDERAL PILT REVENUE	.00	.00	1,100,062.00	1,100,062.00	.0
01-00-4020-00	NWABSD LAND LEASE	3,197,929.50	3,197,929.50	4,263,906.00	1,065,976.50	75.0
01-00-4050-00	TOBACCO EXCISE TAX REVENUE	449,901.83	449,901.83	540,000.00	90,098.17	83.3
01-00-4075-00	MARIJUANA EXCISE TAX REVENUE	52,408.25	52,408.25	60,000.00	7,591.75	87.4
01-00-4099-00	MISCELLANEOUS REVENUE	363,341.47	363,341.47	365,000.00	1,658.53	99.6
01-00-4220-00	SOA COMMUNITY ASSIST PROGRAM	335,414.33	335,414.33	335,415.00	.67	100.0
01-00-4400-00	INDIRECT COST RECO PROGRAM	66,759.43	66,759.43	80,000.00	13,240.57	83.5
01-00-4550-00	INVESTMENT INC. AVAIL. FOR OPS	373,396.37	373,396.37	300,000.00	( 73,396.37)	124.5
01-00-4600-00	LAND PERMIT REVE PROGRAM	13,750.00	13,750.00	14,000.00	250.00	98.2
	TOTAL REVENUE	31,678,341.18	31,678,341.18	33,883,823.00	2,205,481.82	93.5
	TOTAL FUND REVENUE	31,678,341.18	31,678,341.18	33,883,823.00	2,205,481.82	93.5

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER APPROPRIATIONS</u>					
01-00-9001-00 TRANS OUT-SULIANICH	178,004.00	178,004.00	26,500.00	( 151,504.00)	671.7
01-00-9002-00 TRANS OUT-INVEST/SUSTAIN	.00	.00	8,047,632.00	8,047,632.00	.0
01-00-9003-00 TRANS OUT-BOND DEBT	1,890,776.40	1,890,776.40	1,882,950.00	( 7,826.40)	100.4
01-00-9004-00 TRANSFER OUT - LOCAL ED	6,905,434.25	6,905,434.25	6,540,579.00	( 364,855.25)	105.6
01-00-9005-00 CREDIT CARD CLEARING ACCOUNT	28,769.54	28,769.54	.00	( 28,769.54)	.0
01-00-9007-00 WATER & SEWER SUBSIDY	.00	.00	2,450,000.00	2,450,000.00	.0
01-00-9008-00 LEGAL RESERVE	.00	.00	1,500,000.00	1,500,000.00	.0
<b>TOTAL OTHER APPROPRIATIONS</b>	<b>9,002,984.19</b>	<b>9,002,984.19</b>	<b>20,447,661.00</b>	<b>11,444,676.81</b>	<b>44.0</b>

ASSEMBLY

01-01-6000-00 SALARIES	117,128.54	117,128.54	192,461.00	75,332.46	60.9
01-01-6010-00 WAGES, TEMPORARY	17,800.13	17,800.13	20,000.00	2,199.87	89.0
01-01-6110-00 FICA	14,557.28	14,557.28	25,741.00	11,183.72	56.6
01-01-6111-00 SOA ESC	1,607.65	1,607.65	5,305.00	3,697.35	30.3
01-01-6115-00 MEDICAL	221,968.26	221,968.26	316,267.00	94,298.74	70.2
01-01-6120-00 WORKER'S COMP	464.14	464.14	.00	( 464.14)	.0
01-01-6125-00 PERS	32,929.28	32,929.28	58,313.00	25,383.72	56.5
01-01-6210-00 AIR TRANSPORTATION	72,632.63	72,632.63	120,000.00	47,367.37	60.5
01-01-6220-00 GROUND TRANSPORTATION	11,803.25	11,803.25	20,000.00	8,196.75	59.0
01-01-6230-00 LODGING	89,021.12	89,021.12	95,000.00	5,978.88	93.7
01-01-6240-00 MEETING FEES	168,150.00	168,150.00	280,000.00	111,850.00	60.1
01-01-6250-00 PER DIEM	60,628.46	60,628.46	65,000.00	4,371.54	93.3
01-01-6320-00 PRINTING & PUBLICATIONS	9,617.00	9,617.00	33,000.00	23,383.00	29.1
01-01-6370-00 DUES & SUBSCRIPTIONS	32,313.85	32,313.85	30,000.00	( 2,313.85)	107.7
01-01-6399-00 MISCELLANEOUS	15,050.26	15,050.26	17,000.00	1,949.74	88.5
01-01-6400-00 CONSULTANTS	498.00	498.00	15,000.00	14,502.00	3.3
01-01-6450-00 LEGAL	1,475.00	1,475.00	50,000.00	48,525.00	3.0
01-01-6820-00 ASSEMBLY RETREAT	21,739.30	21,739.30	40,000.00	18,260.70	54.4
01-01-7000-00 REVENUE SHARING GRANTS	280,414.26	280,414.26	300,000.00	19,585.74	93.5
01-01-7050-00 CHARITABLE DONATIONS	452,128.68	452,128.68	450,000.00	( 2,128.68)	100.5
01-01-7200-00 ELECTION EXPENSE	17,061.14	17,061.14	24,000.00	6,938.86	71.1
<b>TOTAL ASSEMBLY</b>	<b>1,638,988.23</b>	<b>1,638,988.23</b>	<b>2,157,087.00</b>	<b>518,098.77</b>	<b>76.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAYOR'S OFFICE</u>					
01-02-6000-00 SALARIES	319,482.11	319,482.11	377,601.00	58,118.89	84.6
01-02-6110-00 FICA	4,655.58	4,655.58	5,785.00	1,129.42	80.5
01-02-6111-00 SOA ESC	2,678.84	2,678.84	6,243.00	3,564.16	42.9
01-02-6115-00 MEDICAL	46,920.12	46,920.12	97,313.00	50,392.88	48.2
01-02-6120-00 WORKER'S COMP	2,396.29	2,396.29	.00	( 2,396.29)	.0
01-02-6125-00 PERS	69,788.69	69,788.69	81,972.00	12,183.31	85.1
01-02-6210-00 AIR TRANSPORTATION	19,428.10	19,428.10	28,000.00	8,571.90	69.4
01-02-6220-00 GROUND TRANSPORTATION	9,430.30	9,430.30	9,000.00	( 430.30)	104.8
01-02-6230-00 LODGING	27,923.96	27,923.96	20,000.00	( 7,923.96)	139.6
01-02-6250-00 PER DIEM	12,771.00	12,771.00	13,000.00	229.00	98.2
01-02-6300-00 SUPPLIES	5,618.99	5,618.99	22,000.00	16,381.01	25.5
01-02-6370-00 DUES & SUBSCRIPTIONS	6,000.13	6,000.13	8,000.00	1,999.87	75.0
01-02-6380-00 TRAINING	5,079.50	5,079.50	8,000.00	2,920.50	63.5
01-02-6399-00 MISCELLANEOUS	34,396.49	34,396.49	30,000.00	( 4,396.49)	114.7
01-02-6400-00 CONSULTANTS	127,508.37	127,508.37	180,500.00	52,991.63	70.6
01-02-6450-00 LEGAL	196,978.29	196,978.29	235,000.00	38,021.71	83.8
01-02-6825-00 NW LEADERSHIP TEAM	.00	.00	20,000.00	20,000.00	.0
01-02-6830-00 ARCTIC ISSUES	20,000.00	20,000.00	20,000.00	.00	100.0
01-02-7050-00 CHARITABLE DONATIONS	120,896.24	120,896.24	140,000.00	19,103.76	86.4
01-02-7600-00 EMERGENCY DISASTER RELIEF	.00	.00	500,000.00	500,000.00	.0
01-02-7600-02 BKL EMERGENCY DISTASTER RELIEF	40,660.85	40,660.85	.00	( 40,660.85)	.0
01-02-7600-03 DRG EMERGENCY DISTASTER RELIEF	3,005.00	3,005.00	.00	( 3,005.00)	.0
01-02-7600-04 IAN EMERGENCY DISTASTER RELIEF	25,000.00	25,000.00	.00	( 25,000.00)	.0
01-02-7600-05 KVL EMERGENCY DISTASTER RELIEF	1,520.40	1,520.40	.00	( 1,520.40)	.0
01-02-7600-07 OTZ EMERGENCY DISTASTER RELIEF	53,774.50	53,774.50	.00	( 53,774.50)	.0
01-02-7600-08 WTK EMERGENCY DISTASTER RELIEF	25,000.00	25,000.00	.00	( 25,000.00)	.0
TOTAL MAYOR'S OFFICE	1,180,913.75	1,180,913.75	1,802,414.00	621,500.25	65.5

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION &amp; FINANCE</u>					
01-03-6000-00 SALARIES	329,311.43	329,311.43	338,873.00	9,561.57	97.2
01-03-6110-00 FICA	5,733.68	5,733.68	7,914.00	2,180.32	72.5
01-03-6111-00 SOA ESC	2,276.76	2,276.76	4,539.00	2,262.24	50.2
01-03-6115-00 MEDICAL	43,310.88	43,310.88	72,985.00	29,674.12	59.3
01-03-6120-00 WORKER'S COMP	25.12	25.12	.00	( 25.12)	.0
01-03-6125-00 PERS	68,945.04	68,945.04	74,552.00	5,606.96	92.5
01-03-6210-00 AIR TRANSPORTATION	4,743.41	4,743.41	12,000.00	7,256.59	39.5
01-03-6220-00 GROUND TRANSPORTATION	78.00	78.00	2,500.00	2,422.00	3.1
01-03-6230-00 LODGING	3,525.00	3,525.00	14,000.00	10,475.00	25.2
01-03-6250-00 PER DIEM	2,442.00	2,442.00	8,910.00	6,468.00	27.4
01-03-6300-00 SUPPLIES	26,125.89	26,125.89	28,000.00	1,874.11	93.3
01-03-6310-00 POSTAGE AND FREIGHT	8,007.65	8,007.65	15,000.00	6,992.35	53.4
01-03-6320-00 PRINTING & PUBLICATIONS	2,330.58	2,330.58	30,000.00	27,669.42	7.8
01-03-6330-00 UTILITIES	70,878.07	70,878.07	85,000.00	14,121.93	83.4
01-03-6340-00 TELEPHONE	40,788.70	40,788.70	44,000.00	3,211.30	92.7
01-03-6365-00 GAS & OIL EXPENSE	18,653.81	18,653.81	22,000.00	3,346.19	84.8
01-03-6370-00 DUES & SUBSCRIPTIONS	3,581.14	3,581.14	5,000.00	1,418.86	71.6
01-03-6380-00 TRAINING	.00	.00	5,000.00	5,000.00	.0
01-03-6390-00 JANITORIAL EXPENDITURE	22,084.82	22,084.82	30,000.00	7,915.18	73.6
01-03-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	181,769.23	181,769.23	172,000.00	( 9,769.23)	105.7
01-03-6600-00 INSURANCE	126,866.80	126,866.80	126,000.00	( 866.80)	100.7
TOTAL ADMINISTRATION & FINANCE	961,478.01	961,478.01	1,098,273.00	136,794.99	87.5
<u>PLANNING &amp; COMMUNITY</u>					
01-05-6000-00 SALARIES	227,604.94	227,604.94	309,486.00	81,881.06	73.5
01-05-6110-00 FICA	3,275.39	3,275.39	4,922.00	1,646.61	66.6
01-05-6111-00 SOA ESC	2,531.30	2,531.30	4,807.00	2,275.70	52.7
01-05-6115-00 MEDICAL	41,506.26	41,506.26	72,985.00	31,478.74	56.9
01-05-6120-00 WORKER'S COMP	1,211.68	1,211.68	.00	( 1,211.68)	.0
01-05-6125-00 PERS	49,579.31	49,579.31	66,547.00	16,967.69	74.5
01-05-6210-00 AIR TRANSPORTATION	5,086.91	5,086.91	13,200.00	8,113.09	38.5
01-05-6220-00 GROUND TRANSPORTATION	1,464.07	1,464.07	3,600.00	2,135.93	40.7
01-05-6230-00 LODGING	10,694.37	10,694.37	10,000.00	( 694.37)	106.9
01-05-6250-00 PER DIEM	8,712.00	8,712.00	10,500.00	1,788.00	83.0
01-05-6300-00 SUPPLIES	4,103.26	4,103.26	10,000.00	5,896.74	41.0
01-05-6370-00 DUES & SUBSCRIPTIONS	2,056.00	2,056.00	3,000.00	944.00	68.5
01-05-6400-00 CONSULTANTS	50,157.53	50,157.53	250,000.00	199,842.47	20.1
01-05-7120-00 PLANNING GRANTS	22,500.00	22,500.00	75,000.00	52,500.00	30.0
01-05-7400-00 TITLE 9 MONITORING	.00	.00	75,000.00	75,000.00	.0
TOTAL PLANNING & COMMUNITY	430,483.02	430,483.02	909,047.00	478,563.98	47.4

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PLANNING COMMISSION</u>					
01-06-6110-00	FICA	286.90	286.90	1,163.00	876.10	24.7
01-06-6210-00	AIR TRANSPORTATION	1,663.00	1,663.00	10,200.00	8,537.00	16.3
01-06-6230-00	LODGING	3,362.50	3,362.50	9,000.00	5,637.50	37.4
01-06-6240-00	MEETING FEES	3,750.00	3,750.00	8,500.00	4,750.00	44.1
01-06-6250-00	PER DIEM	1,782.00	1,782.00	5,940.00	4,158.00	30.0
01-06-6300-00	SUPPLIES	1,766.12	1,766.12	2,000.00	233.88	88.3
	<b>TOTAL PLANNING COMMISSION</b>	<b>12,610.52</b>	<b>12,610.52</b>	<b>36,803.00</b>	<b>24,192.48</b>	<b>34.3</b>

COMMUNITY & ECONOMIC DEVELOPME

01-07-6000-00	SALARIES	448,676.25	448,676.25	557,959.00	109,282.75	80.4
01-07-6110-00	FICA	6,830.32	6,830.32	8,524.00	1,693.68	80.1
01-07-6111-00	SOA ESC	2,999.56	2,999.56	9,345.00	6,345.44	32.1
01-07-6115-00	MEDICAL	59,552.46	59,552.46	128,859.00	69,306.54	46.2
01-07-6120-00	WORKER'S COMP	662.74	662.74	.00	662.74	.0
01-07-6125-00	PERS	97,403.99	97,403.99	121,211.00	23,807.01	80.4
01-07-6210-00	AIR TRANSPORTATION	18,335.92	18,335.92	18,750.00	414.08	97.8
01-07-6220-00	GROUND TRANSPORTATION	2,893.38	2,893.38	4,000.00	1,106.62	72.3
01-07-6230-00	LODGING	14,974.42	14,974.42	15,500.00	525.58	96.6
01-07-6250-00	PER DIEM	9,801.00	9,801.00	10,500.00	699.00	93.3
01-07-6300-00	SUPPLIES	5,712.79	5,712.79	8,000.00	2,287.21	71.4
01-07-6320-00	PRINTING & PUBLICATIONS	3,288.20	3,288.20	3,000.00	288.20	109.6
01-07-6360-00	SHELTER CABIN PROGRAM	.00	.00	150,000.00	150,000.00	.0
01-07-6370-00	DUES & SUBSCRIPTIONS	4,971.17	4,971.17	5,000.00	28.83	99.4
01-07-6380-00	TRAINING	1,898.00	1,898.00	5,000.00	3,102.00	38.0
01-07-6400-00	CONSULTANTS	43,000.00	43,000.00	35,000.00	8,000.00	122.9
01-07-7100-00	SCHOLARSHIPS	272,577.53	272,577.53	302,000.00	29,422.47	90.3
01-07-7110-00	SMALL BUSINESS GRANTS	13,825.08	13,825.08	18,000.00	4,174.92	76.8
01-07-7130-00	FISHING GRANTS	16,218.77	16,218.77	90,000.00	73,781.23	18.0
01-07-7135-00	CEDA PROJECTS	38,637.09	38,637.09	2,545,000.00	2,506,362.91	1.5
	<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOP</b>	<b>1,062,258.67</b>	<b>1,062,258.67</b>	<b>4,035,648.00</b>	<b>2,973,389.33</b>	<b>26.3</b>

COMMUNITY & ECONOMIC DEV COMMI

01-08-6110-00	FICA	210.43	210.43	669.00	458.57	31.5
01-08-6210-00	AIR TRANSPORTATION	2,194.21	2,194.21	6,500.00	4,305.79	33.8
01-08-6230-00	LODGING	1,992.00	1,992.00	6,000.00	4,008.00	33.2
01-08-6240-00	MEETING FEES	2,750.00	2,750.00	4,000.00	1,250.00	68.8
01-08-6250-00	PER DIEM	2,475.00	2,475.00	2,500.00	25.00	99.0
01-08-6300-00	SUPPLIES	5,547.49	5,547.49	6,000.00	452.51	92.5
	<b>TOTAL COMMUNITY &amp; ECONOMIC DEV COM</b>	<b>15,169.13</b>	<b>15,169.13</b>	<b>25,669.00</b>	<b>10,499.87</b>	<b>59.1</b>



NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC SERVICES</u>					
01-09-6000-00	SALARIES	375,979.06	375,979.06	469,151.00	93,171.94	80.1
01-09-6110-00	FICA	10,395.82	10,395.82	18,500.00	8,104.18	56.2
01-09-6111-00	SOA ESC	2,926.62	2,926.62	7,564.00	4,637.38	38.7
01-09-6115-00	MEDICAL	54,138.60	54,138.60	97,313.00	43,174.40	55.6
01-09-6120-00	WORKER'S COMP	2,649.53	2,649.53	.00	( 2,649.53)	.0
01-09-6125-00	PERS	76,455.09	76,455.09	87,000.00	10,544.91	87.9
01-09-6210-00	AIR TRANSPORTATION	23,853.46	23,853.46	23,000.00	( 853.46)	103.7
01-09-6220-00	GROUND TRANSPORTATION	883.83	883.83	6,000.00	5,116.17	14.7
01-09-6230-00	LODGING	6,107.90	6,107.90	11,500.00	5,392.10	53.1
01-09-6250-00	PER DIEM	8,118.00	8,118.00	12,350.00	4,232.00	65.7
01-09-6300-00	SUPPLIES	2,979.82	2,979.82	5,000.00	2,020.18	59.6
01-09-6310-00	POSTAGE AND FREIGHT	18,428.40	18,428.40	20,000.00	1,571.60	92.1
01-09-6335-00	NOATAK AIRPORT LEASE - YEARLY	10,266.54	10,266.54	9,500.00	( 766.54)	108.1
01-09-6345-00	INFORMATION TECHNOLOGY	249,475.96	249,475.96	230,000.00	( 19,475.96)	108.5
01-09-6360-00	PUBLIC SERVICES PROJECTS	337,710.90	337,710.90	550,000.00	212,289.10	61.4
01-09-6370-00	DUES & SUBSCRIPTIONS	2,630.36	2,630.36	8,300.00	5,669.64	31.7
01-09-6399-00	MISCELLANEOUS	12,127.22	12,127.22	8,000.00	( 4,127.22)	151.6
01-09-7501-00	VPSO HOUSE REPAIRS-ABL ONLY	7,000.00	7,000.00	7,000.00	.00	100.0
	<b>TOTAL PUBLIC SERVICES</b>	<b>1,202,127.11</b>	<b>1,202,127.11</b>	<b>1,570,178.00</b>	<b>368,050.89</b>	<b>76.6</b>
	<u>PUBLIC SAFETY COMMISSION</u>					
01-10-6110-00	FICA	535.50	535.50	842.00	306.50	63.6
01-10-6210-00	AIR TRANSPORTATION	1,868.00	1,868.00	6,228.00	4,360.00	30.0
01-10-6230-00	LODGING	2,241.00	2,241.00	3,668.00	1,427.00	61.1
01-10-6240-00	MEETING FEES	6,500.00	6,500.00	8,800.00	2,300.00	73.9
01-10-6250-00	PER DIEM	1,188.00	1,188.00	4,554.00	3,366.00	26.1
01-10-6300-00	SUPPLIES	1,056.12	1,056.12	1,500.00	443.88	70.4
	<b>TOTAL PUBLIC SAFETY COMMISSION</b>	<b>13,388.62</b>	<b>13,388.62</b>	<b>25,592.00</b>	<b>12,203.38</b>	<b>52.3</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-11-6000-00 SALARIES	420,947.84	420,947.84	480,575.00	59,627.16	87.6
01-11-6010-00 WAGES - TEMP TRAIL STAKERS	24,038.00	24,038.00	36,000.00	11,962.00	66.8
01-11-6110-00 FICA	8,225.92	8,225.92	11,500.00	3,274.08	71.5
01-11-6111-00 UNEMPLOYMENT INSURANCE	4,106.85	4,106.85	7,756.00	3,649.15	53.0
01-11-6115-00 MEDICAL	57,747.84	57,747.84	97,313.00	39,565.16	59.3
01-11-6120-00 WORKERS COMP	2,833.79	2,833.79	.00	( 2,833.79)	.0
01-11-6125-00 PERS	91,794.52	91,794.52	83,165.00	( 8,629.52)	110.4
01-11-6210-00 AIR TRANSPORTATION	24,247.75	24,247.75	18,000.00	( 6,247.75)	134.7
01-11-6220-00 GROUND TRANSPORTATION	1,912.14	1,912.14	3,500.00	1,587.86	54.6
01-11-6230-00 LODGING	11,687.53	11,687.53	11,000.00	( 687.53)	106.3
01-11-6250-00 PER DIEM	11,781.00	11,781.00	9,000.00	( 2,781.00)	130.9
01-11-6300-00 SUPPLIES	2,819.67	2,819.67	5,000.00	2,180.33	56.4
01-11-6310-00 AIR FREIGHT	5,173.48	5,173.48	15,000.00	9,826.52	34.5
01-11-6370-00 DUES & SUBSCRIPTIONS	508.89	508.89	1,000.00	491.11	50.9
01-11-6398-00 QATNUT	6,536.61	6,536.61	.00	( 6,536.61)	.0
01-11-6399-00 MISCELLANEOUS	8,392.47	8,392.47	10,000.00	1,607.53	83.9
01-11-6400-00 CONSULTANTS	6,962.00	6,962.00	15,000.00	8,038.00	46.4
01-11-6800-00 LEPC MEETINGS	4,605.00	4,605.00	11,500.00	6,895.00	40.0
01-11-7150-00 WINTER TRAILS	103,465.90	103,465.90	150,000.00	46,534.10	69.0
01-11-7155-00 EMERGENCY MANAGEMENT	2,257.90	2,257.90	5,000.00	2,742.10	45.2
01-11-8001-00 SEARCH & RESCUE TRAVEL	7,005.01	7,005.01	8,500.00	1,494.99	82.4
01-11-8002-00 SEARCH & RESCUE SUPPLIES	80,844.04	80,844.04	80,000.00	( 844.04)	101.1
01-11-8003-00 S&R EQUIPMENT	29,265.27	29,265.27	25,000.00	( 4,265.27)	117.1
01-11-8004-00 SEARCH & RESCUE STIPENDS	60,810.00	60,810.00	99,000.00	38,190.00	61.4
01-11-8005-00 SEARCH & RESCUE MEETINGS	11,541.35	11,541.35	13,500.00	1,958.65	85.5
01-11-8500-00 FIRE TRAVEL	7,002.08	7,002.08	8,500.00	1,497.92	82.4
01-11-8501-00 FIRE EQUIPMENT, REPAIRS, MAINT	37,539.47	37,539.47	45,000.00	7,460.53	83.4
01-11-8503-00 FIRE CONSULTANTS	28,422.37	28,422.37	30,000.00	1,577.63	94.7
01-11-8504-00 FIRE PREVENTION	30,560.83	30,560.83	43,000.00	12,439.17	71.1
01-11-8505-00 FIRE RECRUITMENT	6,216.96	6,216.96	500.00	( 5,716.96)	1243.4
01-11-8506-00 BATTALLION CHIEF STIPENDS	58,500.00	58,500.00	90,000.00	31,500.00	65.0
01-11-8507-00 BATTALLION CHIEF MEETINGS	1,444.46	1,444.46	3,000.00	1,555.54	48.2
TOTAL PUBLIC SAFETY DEPARTMENT	1,159,196.94	1,159,196.94	1,416,309.00	257,112.06	81.9

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WATER AND SEWER SUBSIDY</u>					
01-12-6400-00	W&S COORDINATOR/TRAINING	124,631.62	124,631.62	.00	( 124,631.62)	.0
01-12-6400-01	AMBLER SUBSIDY	61,770.12	61,770.12	.00	( 61,770.12)	.0
01-12-6400-02	BUCKLAND SUBSIDY	78,368.30	78,368.30	.00	( 78,368.30)	.0
01-12-6400-03	DEERING SUBSIDY	89,452.77	89,452.77	.00	( 89,452.77)	.0
01-12-6400-04	KIANA SUBSIDY	55,682.32	55,682.32	.00	( 55,682.32)	.0
01-12-6400-05	KIVALINA SUBSIDY	53,998.76	53,998.76	.00	( 53,998.76)	.0
01-12-6400-06	KOBUK SUBSIDY	59,247.05	59,247.05	.00	( 59,247.05)	.0
01-12-6400-07	KOTZEBUE SUBSIDY	450,083.52	450,083.52	.00	( 450,083.52)	.0
01-12-6400-09	NOORVIK SUBSIDY	159,670.90	159,670.90	.00	( 159,670.90)	.0
01-12-6400-10	SELAWIK SUBSIDY	254,473.24	254,473.24	.00	( 254,473.24)	.0
01-12-6400-11	SHUNGNAK SUBSIDY	22,864.08	22,864.08	.00	( 22,864.08)	.0
	<u>TOTAL WATER AND SEWER SUBSIDY</u>	<u>1,410,242.68</u>	<u>1,410,242.68</u>	<u>.00</u>	<u>( 1,410,242.68)</u>	<u>.0</u>
	<u>TOTAL FUND EXPENDITURES</u>	<u>18,089,840.87</u>	<u>18,089,840.87</u>	<u>33,524,681.00</u>	<u>15,434,840.13</u>	<u>54.0</u>
	<u>NET REVENUE OVER EXPENDITURES</u>	<u>13,588,500.31</u>	<u>13,588,500.31</u>	<u>359,142.00</u>	<u>( 13,229,358.31)</u>	<u>3783.6</u>

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

VILLAGE IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
02-00-4100-00	REVENUE	8,000,000.00	8,000,000.00	8,000,000.00	.00	100.0
02-00-4500-00	INVESTMENT INCOME	197,212.09	197,212.09	.00	( 197,212.09)	.0
02-00-4501-00	UNREALIZED GAIN/(LOSS)	1,147,686.55	1,147,686.55	.00	( 1,147,686.55)	.0
02-00-4550-00	INVESTMENT INC. AVAIL. FOR OPS	131,317.62	131,317.62	100,000.00	( 31,317.62)	131.3
	TOTAL REVENUE	9,476,216.26	9,476,216.26	8,100,000.00	( 1,376,216.26)	117.0
	TOTAL FUND REVENUE	9,476,216.26	9,476,216.26	8,100,000.00	( 1,376,216.26)	117.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

VILLAGE IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>VILLAGE IMPROVEMENT FUND</u>					
02-00-6000-00	SALARIES	128,967.64	128,967.64	159,417.00	30,449.36	80.9
02-00-6110-00	FICA	2,998.36	2,998.36	4,224.00	1,225.64	71.0
02-00-6111-00	SOA ESC	709.49	709.49	3,004.00	2,294.51	23.6
02-00-6115-00	MEDICAL	14,436.96	14,436.96	32,490.00	18,053.04	44.4
02-00-6120-00	WORKERS COMP	14.01	14.01	.00	( 14.01)	.0
02-00-6125-00	PERS	28,372.88	28,372.88	35,072.00	6,699.12	80.9
02-00-6210-00	TRANSPORTATION	21,255.20	21,255.20	25,000.00	3,744.80	85.0
02-00-6220-00	GROUND TRANSPORTATION	1,515.99	1,515.99	3,000.00	1,484.01	50.5
02-00-6230-00	LODGING	12,190.00	12,190.00	17,500.00	5,310.00	69.7
02-00-6240-00	MEETING FEES	14,750.00	14,750.00	25,000.00	10,250.00	59.0
02-00-6250-00	PER DIEM	7,920.00	7,920.00	15,000.00	7,080.00	52.8
02-00-6300-00	SUPPLIES	7,444.95	7,444.95	20,000.00	12,555.05	37.2
02-00-6320-00	PRINTING & PUBLICATIONS	3,906.18	3,906.18	7,500.00	3,593.82	52.1
02-00-6390-00	BANK FEES	1,331.83	1,331.83	.00	( 1,331.83)	.0
02-00-6400-00	CONSULTANTS	.00	.00	10,000.00	10,000.00	.0
02-00-6450-00	LEGAL	7,752.00	7,752.00	17,000.00	9,248.00	45.6
02-00-6460-00	CONSULTANTS, ACCOUNTING/AUDIT	12,000.00	12,000.00	12,000.00	.00	100.0
02-00-8001-00	VILLAGE ACCOUNTS	.00	.00	5,313,793.00	5,313,793.00	.0
02-00-9002-00	TRANS OUT - INVEST/SUSTAIN	.00	.00	2,400,000.00	2,400,000.00	.0
	<b>TOTAL VILLAGE IMPROVEMENT FUND</b>	<b>265,565.49</b>	<b>265,565.49</b>	<b>8,100,000.00</b>	<b>7,834,434.51</b>	<b>3.3</b>
	<u>AMBLER VIF</u>					
02-01-6400-03	ABL ENERGY STUDY PHASE 3	14,968.00	14,968.00	.00	( 14,968.00)	.0
02-01-6400-04	BIOMASS BOILER PROJECT	42,516.50	42,516.50	.00	( 42,516.50)	.0
02-01-6400-07	GRAVEL EXTRACTION & STOCKPILIN	1,244,912.30	1,244,912.30	.00	( 1,244,912.30)	.0
02-01-6400-08	HEAVY EQUIPMENT	203,848.00	203,848.00	.00	( 203,848.00)	.0
02-01-6400-09	DESIGN - CITY TANK FARM	43,185.55	43,185.55	.00	( 43,185.55)	.0
	<b>TOTAL AMBLER VIF</b>	<b>1,549,430.35</b>	<b>1,549,430.35</b>	<b>.00</b>	<b>( 1,549,430.35)</b>	<b>.0</b>
	<u>BUCKLAND VIF</u>					
02-02-6400-03	BKC HE	50,000.00	50,000.00	.00	( 50,000.00)	.0
02-02-6400-04	BKC HEAVY EQUIP	132,821.40	132,821.40	.00	( 132,821.40)	.0
	<b>TOTAL BUCKLAND VIF</b>	<b>182,821.40</b>	<b>182,821.40</b>	<b>.00</b>	<b>( 182,821.40)</b>	<b>.0</b>
	<u>DEERING VIF</u>					
02-03-6400-07	ELECTRICAL GRID PHASE 3	100,000.00	100,000.00	.00	( 100,000.00)	.0
	<b>TOTAL DEERING VIF</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>.00</b>	<b>( 100,000.00)</b>	<b>.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

VILLAGE IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>KIANA VIF</u>					
02-04-6400-01	COMMUNITY BUILDING	73,700.73	73,700.73	.00	( 73,700.73)	.0
02-04-6400-04	OPT IN PROJECT	184,714.00	184,714.00	.00	( 184,714.00)	.0
	TOTAL KIANA VIF	258,414.73	258,414.73	.00	( 258,414.73)	.0
	<u>KOTZEBUE VIF</u>					
02-07-6400-08	OTZ POLICE PGM	65,000.00	65,000.00	.00	( 65,000.00)	.0
02-07-6400-09	OTZ FIRE PGM	118,031.52	118,031.52	.00	( 118,031.52)	.0
	TOTAL KOTZEBUE VIF	183,031.52	183,031.52	.00	( 183,031.52)	.0
	<u>NOORVIK VIF</u>					
02-09-6400-05	ORV ROAD CONS	951,607.22	951,607.22	.00	( 951,607.22)	.0
02-09-6400-06	ORV HEAVY EQUIP	295,674.93	295,674.93	.00	( 295,674.93)	.0
	TOTAL NOORVIK VIF	1,247,282.15	1,247,282.15	.00	( 1,247,282.15)	.0
	<u>SELAWIK VIF</u>					
02-10-6400-02	WATER&SEWER PROJECT	( 350,830.44)	( 350,830.44)	.00	350,830.44	.0
02-10-6400-04	MULTIPURPOSE BLDG	250,000.00	250,000.00	.00	( 250,000.00)	.0
02-10-6400-07	WATER&SEWER PROJECT	75,000.00	75,000.00	.00	( 75,000.00)	.0
	TOTAL SELAWIK VIF	( 25,830.44)	( 25,830.44)	.00	25,830.44	.0
	<u>REGIONAL VIF</u>					
02-12-6400-06	NIHA HOUSING ASSESSMENT	150,000.00	150,000.00	.00	( 150,000.00)	.0
	TOTAL REGIONAL VIF	150,000.00	150,000.00	.00	( 150,000.00)	.0
	TOTAL FUND EXPENDITURES	3,910,715.20	3,910,715.20	8,100,000.00	4,189,284.80	48.3
	NET REVENUE OVER EXPENDITURES	5,565,501.06	5,565,501.06	.00	( 5,565,501.06)	.0

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>						
03-00-4100-00	REVENUE	45,923.59	45,923.59	.00	( 45,923.59)	.0
	TOTAL SOURCE 00	45,923.59	45,923.59	.00	( 45,923.59)	.0
	TOTAL FUND REVENUE	45,923.59	45,923.59	.00	( 45,923.59)	.0



NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
03-00-6000-00 SALARIES	465.05	465.05	.00 (	465.05)	.0
03-00-6110-00 FICA	6.59	6.59	.00 (	6.59)	.0
03-00-6125-00 PERS	102.31	102.31	.00 (	102.31)	.0
03-00-6300-00 SUPPLIES	1,423.13	1,423.13	.00 (	1,423.13)	.0
03-00-6330-00 UTILITIES	3,242.28	3,242.28	.00 (	3,242.28)	.0
TOTAL DEPARTMENT 00	5,239.36	5,239.36	.00 (	5,239.36)	.0
TOTAL FUND EXPENDITURES	5,239.36	5,239.36	.00 (	5,239.36)	.0
NET REVENUE OVER EXPENDITURES	40,684.23	40,684.23	.00 (	40,684.23)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

CARES ACT - COVID RESPONSE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 03</u>					
19-03-6350-01	FEDERAL ARPA - EQUIP FIRE RESP	273,249.17	273,249.17	.00	( 273,249.17)	.0
	TOTAL DEPARTMENT 03	273,249.17	273,249.17	.00	( 273,249.17)	.0
	<u>DEPARTMENT 04</u>					
19-04-6300-00	FISHING SUPPLIES	5,804.22	5,804.22	.00	( 5,804.22)	.0
	TOTAL DEPARTMENT 04	5,804.22	5,804.22	.00	( 5,804.22)	.0
	<u>DEPARTMENT 05</u>					
19-05-6350-01	SOA ARPA EQUIPMENT- KVL GRADER	43,933.84	43,933.84	.00	( 43,933.84)	.0
19-05-6350-02	SOA ARPA EQUIPMENT- KVL LOADER	278,761.91	278,761.91	.00	( 278,761.91)	.0
19-05-6350-03	SOA ARPA- KVL ROAD MAINTENANCE	372,463.06	372,463.06	.00	( 372,463.06)	.0
19-05-6360-02	SOA ARPA NAB BLDG HEAT SYSTEM	22,811.35	22,811.35	.00	( 22,811.35)	.0
	TOTAL DEPARTMENT 05	717,970.16	717,970.16	.00	( 717,970.16)	.0
	<u>DEPARTMENT 06</u>					
19-06-6350-01	LATCF KVL EQUIPMENT	618,910.00	618,910.00	.00	( 618,910.00)	.0
	TOTAL DEPARTMENT 06	618,910.00	618,910.00	.00	( 618,910.00)	.0
	TOTAL FUND EXPENDITURES	1,615,933.55	1,615,933.55	.00	( 1,615,933.55)	.0
	NET REVENUE OVER EXPENDITURES	( 1,615,918.80)	( 1,615,918.80)	.00	1,615,918.80	.0

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

PUBLIC SAFETY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STATE GRANT REVENUE</u>					
30-00-4100-00	REVENUE	147,008.74	147,008.74	.00	( 147,008.74)	.0
	TOTAL STATE GRANT REVENUE	147,008.74	147,008.74	.00	( 147,008.74)	.0
<hr/>						
30-03-4200-00	STATE GRANT REVENUE	4,405.58	4,405.58	.00	( 4,405.58)	.0
	TOTAL SOURCE 03	4,405.58	4,405.58	.00	( 4,405.58)	.0
	TOTAL FUND REVENUE	151,414.32	151,414.32	.00	( 151,414.32)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

PUBLIC SAFETY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ADMINISTRATION &amp; FINANCE</u>					
30-03-6350-00	EQUIPMENT	322.79	322.79	.00	( 322.79)	.0
30-03-7300-00	SEARCH & RESCUE EXPENSES	51,076.20	51,076.20	.00	( 51,076.20)	.0
	TOTAL ADMINISTRATION & FINANCE	51,398.99	51,398.99	.00	( 51,398.99)	.0
	<u>DEPARTMENT 05</u>					
30-05-6350-00	EQUIPMENT-COPS GRANT	147,008.74	147,008.74	.00	( 147,008.74)	.0
	TOTAL DEPARTMENT 05	147,008.74	147,008.74	.00	( 147,008.74)	.0
	TOTAL FUND EXPENDITURES	198,407.73	198,407.73	.00	( 198,407.73)	.0
	NET REVENUE OVER EXPENDITURES	( 46,993.41)	( 46,993.41)	.00	46,993.41	.0

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

COMMUNITY PLANNING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
32-03-4000-00	REVENUE	35,872.01	35,872.01	.00	( 35,872.01)	.0
	TOTAL SOURCE 03	35,872.01	35,872.01	.00	( 35,872.01)	.0
	<u>SOURCE 04</u>					
32-04-4100-00	REVENUE NOATAK SOLAR	1,102,577.06	1,102,577.06	.00	( 1,102,577.06)	.0
	TOTAL SOURCE 04	1,102,577.06	1,102,577.06	.00	( 1,102,577.06)	.0
	TOTAL FUND REVENUE	1,138,449.07	1,138,449.07	.00	( 1,138,449.07)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

COMMUNITY PLANNING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 00</u>					
32-00-6210-00	AIR TRANSPORTATION	396.00	396.00	.00	( 396.00)	.0
	TOTAL DEPARTMENT 00	396.00	396.00	.00	( 396.00)	.0
	<u>NOATAK SOLAR ARRAY</u>					
32-01-6000-00	SALARIES	271.25	271.25	.00	( 271.25)	.0
32-01-6110-00	FICA	3.85	3.85	.00	( 3.85)	.0
32-01-6111-00	SOA ESC	4.69	4.69	.00	( 4.69)	.0
32-01-6125-00	PERS	59.68	59.68	.00	( 59.68)	.0
	TOTAL NOATAK SOLAR ARRAY	339.47	339.47	.00	( 339.47)	.0
	<u>ICE ROAD</u>					
32-02-6400-01	ICE ROAD TESTING	1,845.00	1,845.00	.00	( 1,845.00)	.0
32-02-6400-02	ICE ROAD MOA - OTZ	549.99	549.99	.00	( 549.99)	.0
	TOTAL ICE ROAD	2,394.99	2,394.99	.00	( 2,394.99)	.0
	<u>SOA \$2M LEGISLATIVE GRANT</u>					
32-03-6400-01	CONSULTANTS- KVL BUS BARN	35,872.01	35,872.01	.00	( 35,872.01)	.0
	TOTAL SOA \$2M LEGISLATIVE GRANT	35,872.01	35,872.01	.00	( 35,872.01)	.0
	<u>NOATAK SOLAR ARRAY GRANT</u>					
32-04-6000-00	SALARIES	3,224.84	3,224.84	.00	( 3,224.84)	.0
32-04-6110-00	FICA	46.33	46.33	.00	( 46.33)	.0
32-04-6111-00	SOA ESC	38.88	38.88	.00	( 38.88)	.0
32-04-6125-00	PERS	709.47	709.47	.00	( 709.47)	.0
32-04-6210-00	AIR TRANSPORTATION	1,938.47	1,938.47	.00	( 1,938.47)	.0
32-04-6230-00	LODGING	784.16	784.16	.00	( 784.16)	.0
32-04-6400-00	CONSULTANTS	1,436,809.84	1,436,809.84	.00	( 1,436,809.84)	.0
	TOTAL NOATAK SOLAR ARRAY GRANT	1,443,551.99	1,443,551.99	.00	( 1,443,551.99)	.0
	<u>DEPARTMENT 06</u>					
32-06-6300-00	SUPPLIES	7,235.08	7,235.08	.00	( 7,235.08)	.0
32-06-6310-00	FREIGHT	105.60	105.60	.00	( 105.60)	.0
	TOTAL DEPARTMENT 06	7,340.68	7,340.68	.00	( 7,340.68)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

COMMUNITY PLANNING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 07</u>					
32-07-6000-00	SALARIES - AEA GRANT	3,339.36	3,339.36	.00	( 3,339.36)	.0
32-07-6110-00	FICA	48.21	48.21	.00	( 48.21)	.0
32-07-6111-00	SOA ESC	18.08	18.08	.00	( 18.08)	.0
32-07-6125-00	PERS	734.67	734.67	.00	( 734.67)	.0
	TOTAL DEPARTMENT 07	4,140.32	4,140.32	.00	( 4,140.32)	.0
	<u>DEPARTMENT 09</u>					
32-09-6000-00	SALARIES - SOA \$1.5M GRANT	8,461.54	8,461.54	.00	( 8,461.54)	.0
32-09-6110-00	FICA	122.70	122.70	.00	( 122.70)	.0
32-09-6111-00	SOA ESC	146.38	146.38	.00	( 146.38)	.0
32-09-6120-00	WORKER'S COMP	65.16	65.16	.00	( 65.16)	.0
32-09-6125-00	PERS	1,861.54	1,861.54	.00	( 1,861.54)	.0
32-09-6210-00	AIR TRANSPORTATION	495.00	495.00	.00	( 495.00)	.0
32-09-6350-00	EQUIPMENT	750.00	750.00	.00	( 750.00)	.0
	TOTAL DEPARTMENT 09	11,902.32	11,902.32	.00	( 11,902.32)	.0
	TOTAL FUND EXPENDITURES	1,505,937.78	1,505,937.78	.00	( 1,505,937.78)	.0
	NET REVENUE OVER EXPENDITURES	( 367,488.71)	( 367,488.71)	.00	367,488.71	.0

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

SULIANICH ART'S CENTER

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>REVENUE</u>					
40-00-4100-00	REVENUE	259,953.94	259,953.94	110,000.00	( 149,953.94)	236.3
40-00-4903-00	TRANSFER FROM GENERAL FUND	178,004.00	178,004.00	24,500.00	( 153,504.00)	726.6
	TOTAL REVENUE	<u>437,957.94</u>	<u>437,957.94</u>	<u>134,500.00</u>	<u>( 303,457.94)</u>	<u>325.6</u>
	TOTAL FUND REVENUE	<u>437,957.94</u>	<u>437,957.94</u>	<u>134,500.00</u>	<u>( 303,457.94)</u>	<u>325.6</u>



NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

SULIANICH ART'S CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40-00-6000-00 SALARIES	3,445.64	3,445.64	.00 (	3,445.64)	.0
40-00-6110-00 FICA	49.96	49.96	.00 (	49.96)	.0
40-00-6115-00 MEDICAL	12,632.34	12,632.34	.00 (	12,632.34)	.0
40-00-6125-00 PERS	758.04	758.04	.00 (	758.04)	.0
40-00-6300-00 SUPPLIES	8,964.81	8,964.81	5,500.00 (	3,464.81)	163.0
40-00-6330-00 UTILITIES	18,145.04	18,145.04	21,000.00	2,854.96	86.4
40-00-7800-00 ART PURCHASES	227,280.29	227,280.29	110,000.00 (	117,280.29)	206.6
TOTAL DEPARTMENT 00	271,276.12	271,276.12	136,500.00 (	134,776.12)	198.7
TOTAL FUND EXPENDITURES	271,276.12	271,276.12	136,500.00 (	134,776.12)	198.7
NET REVENUE OVER EXPENDITURES	166,681.82	166,681.82	( 2,000.00) (	168,681.82)	8334.1

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

		VPSO				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>						
45-00-4200-00	STATE GRANT REVENUE	734,353.69	734,353.69	.00	( 734,353.69)	.0
	TOTAL SOURCE 00	734,353.69	734,353.69	.00	( 734,353.69)	.0
	TOTAL FUND REVENUE	734,353.69	734,353.69	.00	( 734,353.69)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING MAY 31, 2023

VPSO

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	VPSO					
45-00-6000-00	SALARIES	423,824.24	423,824.24	.00	( 423,824.24)	.0
45-00-6110-00	FICA	6,112.89	6,112.89	.00	( 6,112.89)	.0
45-00-6111-00	SOA ESC	6,066.18	6,066.18	.00	( 6,066.18)	.0
45-00-6115-00	MEDICAL	86,621.76	86,621.76	.00	( 86,621.76)	.0
45-00-6120-00	WORKER'S COMP	3,263.47	3,263.47	.00	( 3,263.47)	.0
45-00-6125-00	PERS	92,916.76	92,916.76	.00	( 92,916.76)	.0
45-00-6210-00	TRAVEL	99,785.58	99,785.58	.00	( 99,785.58)	.0
45-00-6215-00	VPSO RELOCATION REIMBURSEMENT	2,918.63	2,918.63	.00	( 2,918.63)	.0
45-00-6300-00	SUPPLIES	214,168.88	214,168.88	.00	( 214,168.88)	.0
45-00-6400-00	CONSULTANTS	692.13	692.13	.00	( 692.13)	.0
45-00-8000-00	INDIRECT	66,759.43	66,759.43	.00	( 66,759.43)	.0
	TOTAL VPSO	1,003,129.95	1,003,129.95	.00	( 1,003,129.95)	.0
	TOTAL FUND EXPENDITURES	1,003,129.95	1,003,129.95	.00	( 1,003,129.95)	.0
	NET REVENUE OVER EXPENDITURES	( 268,776.26)	( 268,776.26)	.00	268,776.26	.0

## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	2,486,250.95	2,434,864.28	26.76%	-2.07%	1,926,404.56	21.28%	0.00
Fixed Income	4,669,673.77	4,639,917.38	50.99%	-0.64%	5,012,255.01	55.38%	12,667.78
Real Assets	835,582.26	896,806.46	9.85%	7.33%	928,415.26	10.25%	0.00
Alternative	824,339.85	802,476.03	8.82%	-2.65%	858,858.26	9.49%	0.00
Cash and Cash Equivalents	393,716.32	325,766.77	3.58%	-17.26%	325,766.77	3.60%	1,611.65
<b>Total Principal Holdings</b>	<b>9,209,563.15</b>	<b>9,099,830.92</b>	<b>100.00%</b>	<b>-1.19%</b>	<b>9,051,699.86</b>	<b>100.00%</b>	<b>14,279.43</b>
Current Period Accrued Income	13,493.52	14,279.43			14,279.43		
<b>Total Principal Holdings and Liabilities</b>	<b>9,223,056.67</b>	<b>9,114,110.35</b>			<b>9,065,979.29</b>		<b>14,279.43</b>
<b>Total Holdings</b>	<b>\$9,223,056.67</b>	<b>\$9,114,110.35</b>			<b>\$9,065,979.29</b>		<b>\$14,279.43</b>
<b>Fair Value Breakdown *</b>	<b>Beginning Market Value</b>	<b>Ending Market Value</b>	<b>% of MV</b>	<b>% Chg in MV</b>	<b>Book Value</b>	<b>% of BV</b>	<b>Accrued Income</b>
Total Fair Value Level 2 Holdings	7,465,435.51	7,450,411.41	81.75%	-0.20%	7,316,938.45	81.11%	12,667.78
Total Fair Value Level N/A Holdings	1,757,621.16	1,663,698.94	18.25%	-5.34%	1,703,674.17	18.89%	1,611.65
<b>Total Holdings - Fair Value Reporting</b>	<b>\$9,223,056.67</b>	<b>\$9,114,110.35</b>	<b>100.00%</b>	<b>-1.18%</b>	<b>\$9,020,612.62</b>	<b>100.00%</b>	<b>\$14,279.43</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	19,234,601.59	18,773,922.43	39.46%	-2.40%	17,513,657.78	36.51%	0.00
Fixed Income	17,258,718.15	17,182,255.85	36.11%	-0.44%	18,180,167.27	37.90%	0.00
Real Assets	6,162,214.23	6,260,309.84	13.16%	1.59%	6,639,362.04	13.84%	0.00
Alternative	4,295,600.22	4,181,687.95	8.79%	-2.65%	4,453,142.00	9.29%	0.00
Cash and Cash Equivalents	1,240,568.74	1,179,194.43	2.48%	-4.95%	1,179,194.43	2.46%	5,256.15
<b>Total Principal Holdings</b>	<b>48,191,702.93</b>	<b>47,577,370.50</b>	<b>100.00%</b>	<b>-1.27%</b>	<b>47,965,523.52</b>	<b>100.00%</b>	<b>5,256.15</b>
Current Period Accrued Income	3,828.47	5,256.15			5,256.15		
<b>Total Principal Holdings and Liabilities</b>	<b>48,195,531.40</b>	<b>47,582,626.65</b>			<b>47,970,779.67</b>		<b>5,256.15</b>
<b>Total Holdings</b>	<b>\$48,195,531.40</b>	<b>\$47,582,626.65</b>			<b>\$47,970,779.67</b>		<b>\$5,256.15</b>
<b>Fair Value Breakdown *</b>							
Total Fair Value Level 2 Holdings	38,393,661.72	37,846,653.48	79.54%	-1.42%	37,278,561.75	78.58%	0.00
Total Fair Value Level N/A Holdings	9,801,869.68	9,735,973.17	20.46%	-0.67%	10,164,330.59	21.42%	5,256.15
<b>Total Holdings - Fair Value Reporting</b>	<b>\$48,195,531.40</b>	<b>\$47,582,626.65</b>	<b>100.00%</b>	<b>-1.27%</b>	<b>\$47,442,892.34</b>	<b>100.00%</b>	<b>\$5,256.15</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	12,373,856.25	12,077,463.01	39.46%	-2.40%	10,358,488.34	34.45%	0.00
Fixed Income	11,102,645.81	11,053,439.23	36.11%	-0.44%	11,808,091.86	39.27%	0.00
Real Assets	3,964,298.64	4,027,310.49	13.16%	1.59%	4,263,409.77	14.18%	0.00
Alternative	2,763,453.38	2,690,173.02	8.79%	-2.65%	2,878,053.29	9.58%	0.00
Cash and Cash Equivalents	797,584.49	758,223.04	2.48%	-4.94%	758,223.04	2.52%	3,379.43
<b>Total Principal Holdings</b>	<b>31,001,838.57</b>	<b>30,606,608.79</b>	<b>100.00%</b>	<b>-1.27%</b>	<b>30,066,266.30</b>	<b>100.00%</b>	<b>3,379.43</b>
Current Period Accrued Income	2,463.46	3,379.43			3,379.43		
<b>Total Principal Holdings and Liabilities</b>	<b>31,004,302.03</b>	<b>30,609,988.22</b>			<b>30,069,645.73</b>		<b>3,379.43</b>
<b>Total Holdings</b>	<b>\$31,004,302.03</b>	<b>\$30,609,988.22</b>			<b>\$30,069,645.73</b>		<b>\$3,379.43</b>
<b>Fair Value Breakdown *</b>	<b>Beginning Market Value</b>	<b>Ending Market Value</b>	<b>% of MV</b>	<b>% Chg in MV</b>	<b>Book Value</b>	<b>% of BV</b>	<b>Accrued Income</b>
Total Fair Value Level 2 Holdings	24,698,993.48	24,347,046.36	79.54%	-1.42%	23,266,525.69	78.18%	0.00
Total Fair Value Level N/A Holdings	6,305,308.55	6,262,941.86	20.46%	-0.67%	6,492,910.57	21.82%	3,379.43
<b>Total Holdings - Fair Value Reporting</b>	<b>\$31,004,302.03</b>	<b>\$30,609,988.22</b>	<b>100.00%</b>	<b>-1.27%</b>	<b>\$29,759,436.26</b>	<b>100.00%</b>	<b>\$3,379.43</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.





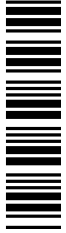
# Account Statement

AMLIP-NAB GF STIF PRI USD 5001098.1  
May 01, 2023 - May 31, 2023

## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
Cash and Cash Equivalents						
Money Market Funds						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP	0117940A3 4.88%	1.000	Level n/a			
5001098.1	13,529,115.8000	13,529,115.80	0.00%	1.00 60,973.01	13,529,115.80	0.00
Total Money Market Funds		13,529,115.80	0.00%	N/A 60,973.01	13,529,115.80	0.00
Total Cash and Cash Equivalents		13,529,115.80	0.00%	N/A 60,973.01	13,529,115.80	0.00
Net Holdings						
		13,529,115.80	0.00%	N/A	13,529,115.80	0.00
Total Holdings Principal Assets		\$13,529,115.80	100.00%	N/A \$60,973.01	\$13,529,115.80	\$0.00
Total Holdings		\$13,529,115.80			\$13,529,115.80	\$0.00
Accrued Income On						
Principal Holdings		60,973.01		60,973.01	60,973.01	
Total Accrued Income		60,973.01		60,973.01	60,973.01	
Total Holdings with Accrued Income		\$13,590,088.81			\$13,590,088.81	\$0.00



## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
<b>Cash and Cash Equivalents</b>						
<b>Money Market Funds</b>						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP	0117940A3 4.88%	1.000	Level n/a			
5001098.2	3,177,032.6300	3,177,032.63	0.00%	1.00 15,611.16	3,177,032.63	0.00
<b>Total Money Market Funds</b>		<b>3,177,032.63</b>	<b>0.00%</b>	<b>N/A 15,611.16</b>	<b>3,177,032.63</b>	<b>0.00</b>
<b>Total Cash and Cash Equivalents</b>		<b>3,177,032.63</b>	<b>0.00%</b>	<b>N/A 15,611.16</b>	<b>3,177,032.63</b>	<b>0.00</b>
<b>Net Holdings</b>						
		<b>3,177,032.63</b>	<b>0.00%</b>	<b>N/A 15,611.16</b>	<b>3,177,032.63</b>	<b>0.00</b>
<b>Total Holdings Principal Assets</b>		<b>\$3,177,032.63</b>	<b>100.00%</b>	<b>N/A \$15,611.16</b>	<b>\$3,177,032.63</b>	<b>\$0.00</b>
<b>Total Holdings</b>		<b>\$3,177,032.63</b>			<b>\$3,177,032.63</b>	<b>\$0.00</b>
<b>Accrued Income On</b>						
Principal Holdings		15,611.16		15,611.16	15,611.16	
<b>Total Accrued Income</b>		<b>15,611.16</b>		<b>15,611.16</b>	<b>15,611.16</b>	
<b>Total Holdings with Accrued Income</b>		<b>\$3,192,643.79</b>			<b>\$3,192,643.79</b>	<b>\$0.00</b>





Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>07/01/2022 (00/22) Balance</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*			<b>07/31/2022 (07/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>08/31/2022 (08/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>09/30/2022 (09/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>10/31/2022 (10/22) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
11/29/2022*	AP	388.0001	NORTHERN AIR CARGO INC.	1,731.93	.00	1,731.93
*			<b>11/30/2022 (11/22) Period Totals ***</b>	<b>1,731.93</b>	<b>.00</b>	<b>1,731.93</b>
*						
12/01/2022*	AP	11.0001	BOYS AND GIRLS CLUBS	50,000.00	.00	51,731.93
12/08/2022*	AP	90.0001	AMAZON CAPITAL SRV. INC	6,117.04	.00	57,848.97
12/27/2022*	AP	281.0001	SPENARD BUILDERS SUPPLY	47,835.54	.00	105,684.51
*			<b>12/31/2022 (12/22) Period Totals ***</b>	<b>103,952.58</b>	<b>.00</b>	<b>105,684.51</b>
*						
01/03/2023*	AP	6.0001	ALASKA INDUSTRIAL HARDWARE, IN	14,229.49	.00	119,914.00
01/03/2023*	AP	7.0001	ALASKA INDUSTRIAL HARDWARE, IN	50,915.92	.00	170,829.92
01/03/2023*	AP	14.0001	NORTHERN AIR CARGO INC.	4,139.78	.00	174,969.70
01/03/2023*	AP	15.0001	NORTHERN AIR CARGO INC.	7,005.62	.00	181,975.32
01/24/2023*	AP	297.0001	KOBUK 440 RACING ASSOCIATION	25,000.00	.00	206,975.32
01/24/2023*	AP	301.0001	CITY OF KOTZEBUE	150,000.00	.00	356,975.32
*			<b>01/31/2023 (01/23) Period Totals ***</b>	<b>251,290.81</b>	<b>.00</b>	<b>356,975.32</b>
*						
02/14/2023*	AP	96.0001	RYAN AIR	879.75	.00	357,855.07
02/14/2023*	AP	97.0001	RYAN AIR	904.19	.00	358,759.26
02/14/2023*	AP	98.0001	RYAN AIR	920.12	.00	359,679.38
02/14/2023*	AP	99.0001	RYAN AIR	1,315.69	.00	360,995.07
02/14/2023*	AP	100.0001	RYAN AIR	884.00	.00	361,879.07
02/14/2023*	AP	101.0001	RYAN AIR	1,275.64	.00	363,154.71
02/14/2023*	AP	102.0001	RYAN AIR	880.81	.00	364,035.52
02/14/2023*	AP	103.0001	RYAN AIR	905.25	.00	364,940.77

Amount type: Actual  
Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
02/14/2023*	AP	104.0001	RYAN AIR	887.62	.00	365,828.39
*			<b>02/28/2023 (02/23) Period Totals ***</b>	<b>8,853.07</b>	<b>.00</b>	<b>365,828.39</b>
*						
03/07/2023*	AP	30.0001	KOTZEBUE BROADCASTING, INC.	40,000.00	.00	405,828.39
03/07/2023*	AP	59.0001	RYAN AIR	1,300.29	.00	407,128.68
*			<b>03/31/2023 (03/23) Period Totals ***</b>	<b>41,300.29</b>	<b>.00</b>	<b>407,128.68</b>
*						
*			<b>04/30/2023 (04/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>407,128.68</b>
*						
05/30/2023*	AP	427.0001	NATIVE VILLAGE OF KOTZEBUE	45,000.00	.00	452,128.68
*			<b>05/31/2023 (05/23) Period Totals ***</b>	<b>45,000.00</b>	<b>.00</b>	<b>452,128.68</b>

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>04/30/2023 (04/23) Balance</b>	<b>.00</b>	<b>.00</b>	<b>108,925.65</b>
05/02/2023*	AP	43.0001	EDITH SWAN	75.00	.00	109,000.65
05/02/2023*	AP	51.0001	KITTY BALDWIN	75.00	.00	109,075.65
05/02/2023*	AP	55.0001	RUTH NORTON	75.00	.00	109,150.65
05/02/2023*	AP	56.0001	EFFIE HADLEY	75.00	.00	109,225.65
05/02/2023*	AP	58.0001	HEATHER LEE	75.00	.00	109,300.65
05/02/2023*	AP	59.0001	TAYLENE SAMPSON	300.00	.00	109,600.65
05/02/2023*	AP	60.0001	FLORA HORNER	300.00	.00	109,900.65
05/04/2023*	AP	90.0001	JESSICA WALKER	500.00	.00	110,400.65
05/09/2023*	AP	117.0001	CAROL WESLEY	75.00	.00	110,475.65
05/09/2023*	AP	119.0001	LARRY WESTLAKE SR	75.00	.00	110,550.65
05/09/2023*	AP	127.0001	MARLENE MOTO- KARL	75.00	.00	110,625.65
05/09/2023*	AP	128.0001	FRANK DOWNEY	75.00	.00	110,700.65
05/09/2023*	AP	142.0001	ROBERT RICHARDS SR.	75.00	.00	110,775.65
05/09/2023*	AP	172.0001	LENA MCCLELLAN	75.00	.00	110,850.65
05/09/2023*	AP	175.0001	EDITH SWAN	300.00	.00	111,150.65
05/09/2023*	AP	176.0001	SOPHIE FOSTER	75.00	.00	111,225.65
05/09/2023*	AP	177.0001	MYRA ADAMS	75.00	.00	111,300.65
05/09/2023*	AP	178.0001	MERLE SNYDER	75.00	.00	111,375.65
05/09/2023*	AP	184.0001	MARGARET NELSON	500.00	.00	111,875.65
05/09/2023*	AP	186.0001	NATIVE VILLAGE OF KIANA	250.00	.00	112,125.65
05/09/2023*	AP	190.0001	FRANK GARFIELD	75.00	.00	112,200.65
05/09/2023*	AP	194.0001	CORA BROWN	300.00	.00	112,500.65
05/09/2023*	AP	197.0001	KLARA BEAVER	75.00	.00	112,575.65
05/09/2023*	AP	198.0001	EVA VESTAL	75.00	.00	112,650.65
05/10/2023*	AP	208.0001	EMMA SNYDER	75.00	.00	112,725.65
05/10/2023*	AP	216.0001	ROSS STALKER JR	75.00	.00	112,800.65
05/10/2023*	AP	227.0001	EDNA GREIST	300.00	.00	113,100.65
05/11/2023*	AP	209.0001	BILLIE MULLUK	75.00	.00	113,175.65
05/11/2023*	AP	233.0001	VERA A. MORRIS	75.00	.00	113,250.65
05/11/2023*	AP	238.0001	BARBARA NORTON	75.00	.00	113,325.65
05/11/2023*	AP	240.0001	THOMAS SOURS	75.00	.00	113,400.65
05/16/2023*	AP	293.0001	DARRYLE WILSON	75.00	.00	113,475.65

Amount type: Actual  
 Display: Reference detail

Account Inquiry - Detail  
 Period: 05/23  
 Account: 01-02-7050-00 CHARITABLE DONATIONS

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
05/16/2023*	AP	300.0001	JACKSON SNYDER	300.00	.00	113,775.65
05/16/2023*	AP	311.0001	NETTIE ALLEN	75.00	.00	113,850.65
05/16/2023*	AP	334.0001	AMOS HAWLEY	75.00	.00	113,925.65
05/16/2023*	AP	335.0001	FRANK DAVIDOVICS JR	75.00	.00	114,000.65
05/16/2023*	AP	336.0001	CORA DOWNEY	75.00	.00	114,075.65
05/16/2023*	AP	342.0001	ELINO BANTATUA	75.00	.00	114,150.65
05/16/2023*	AP	343.0001	JENNIFER SCHUERCH	75.00	.00	114,225.65
05/16/2023*	AP	345.0001	GEORGE STALKER SR.	75.00	.00	114,300.65
05/16/2023*	AP	347.0001	RICHARD GOODRO	75.00	.00	114,375.65
05/16/2023*	AP	349.0001	VINCENT SCHUERCH	75.00	.00	114,450.65
05/16/2023*	AP	353.0001	GRACE WASHINGTON	75.00	.00	114,525.65
05/16/2023*	AP	360.0001	JESSIE LUTHER	75.00	.00	114,600.65
05/18/2023*	AP	277.0001	CROWLEY FUELS LLC	995.59	.00	115,596.24
05/18/2023*	AP	299.0001	MARTHA S. WOOD	75.00	.00	115,671.24
05/19/2023*	AP	258.0001	CITY OF AMBLER	3,300.00	.00	118,971.24
05/19/2023*	AP	310.0001	TOMMY GEFTE	75.00	.00	119,046.24
05/19/2023*	AP	348.0001	EMILY DOWNEY	75.00	.00	119,121.24
05/19/2023*	AP	351.0001	ILA GRIEPENTROG	300.00	.00	119,421.24
05/19/2023*	AP	355.0001	RUTHIE GARFIELD	75.00	.00	119,496.24
05/23/2023*	AP	382.0001	ELLA LEAVITT	75.00	.00	119,571.24
05/23/2023*	AP	383.0001	ROBERT RICHARDS SR.	75.00	.00	119,646.24
05/23/2023*	AP	384.0001	MERLE SNYDER	75.00	.00	119,721.24
05/23/2023*	AP	386.0001	LUCILLE WESLEY	75.00	.00	119,796.24
05/23/2023*	AP	390.0001	FLOYD WESLEY JR	75.00	.00	119,871.24
05/23/2023*	AP	391.0001	KYLENE LIE	75.00	.00	119,946.24
05/23/2023*	AP	392.0001	SAMANTHA SHELDON	75.00	.00	120,021.24
05/25/2023*	AP	401.0001	CITY OF KOTZEBUE	500.00	.00	120,521.24
05/30/2023*	AP	450.0001	EFFIE HADLEY	75.00	.00	120,596.24
05/30/2023*	AP	452.0001	CHRISTINA HENSLEY	150.00	.00	120,746.24
05/30/2023*	AP	453.0001	TORI WELLS	75.00	.00	120,821.24
05/30/2023*	AP	454.0001	AMELIA PORTER	75.00	.00	120,896.24
*			<b>05/31/2023 (05/23) Period Totals ***</b>	<b>11,970.59</b>	<b>.00</b>	<b>120,896.24</b>

Amount type: Actual  
 Display: Reference detail



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** June 16, 2023

**TO:** Dickie Moto, Mayor

**FROM:** Fritz Westlake, Director of Community & Economic Development

**SUBJECT: ASSEMBLY DEPARTMENT REPORT THROUGH THE MAYOR**

---

*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

## **DAILY OPERATIONS REPORT BY PROGRAM:**

### **COMMUNITY & ECONOMIC DEVELOPMENT COMMISSION – Fritz Westlake**

Sustainable Economic Futures (SEF) is excited to announce that after four years of dedicated and collaborative work, they will be commencing the Entrepreneurial Development (ED) project “Pìguqtuq Entrepreneurial Inspiration Project”. The Entrepreneurial ED project “Pìguqtuq Entrepreneurial Inspiration Project” will be run in the Northwest Arctic Borough, located in the U.S state of Alaska. This initiative is a person-centered community lead economic development program. It builds the capacity of the community to support entrepreneurship, enabling the creation of its own economy through its own businesses. A local facilitator will be hired who will work with the would-be and existing entrepreneurs in all the 11 villages, along with recruitment of community volunteers who will bring experience and knowledge to the project. SEF will be in the region working with the Project Management team in summer 2023.

### **FRANK R. FERGUSON MEMORIAL SCHOLARSHIP PROGRAM – Erin Stephens**

The summer semester scholarship application deadline is June 1st. The vocational school deadline is one week prior to the class starting date. Applications are available at the Borough, via email upon request, and on the Borough website.

13 scholarships have been awarded in the last month, totaling \$18,000.00.

## **SMALL BUSINESS GRANT PROGRAM – Fritz Westlake**

No activity to report this month.

## **COMMERCIAL & SUBSISTENCE FISHING GRANT PROGRAMS – Hannah Sheldon**

### Subsistence Net Program

- A list of eligible applicants for fishing nets was made, then every person was followed up with a call or voicemail to get an either or for a salmon or trout net.
- There were 5 Nets available on hand, we were able to get these out on the first come first serve basis.
- Reached out to Seattle/Washington vendors to get quotes for 20 Salmon nets and 3 trout nets. KIC and Rotmans were also called for quotes.

## **GRANTS ADMINISTRATORS REPORT – Erin Stephens**

- Submitted the application for the EECBG proposal (Energy Efficiency Community Building Grant). This award would fund updates to the solar generators of water plants in the region. The amount we are asking for is \$ 75,270.00.
- The pre-application and concept paper that was submitted for OCED (Office of Clean Energy Demonstrations) was accepted by the granting agency for approval to submit a full application. This grant would be used for solar PV, batteries, and heat pumps for residences all throughout the region. The amount of the ask is over \$40 million.
- Adminstrating an award for the city of Ambler, from HUD, which will be used to renovate their search and rescue building.
- Prepared a submission to the EPA for the CRPG (Climate Pollution Reduction Grant). This is a planning grant, in the amount of \$151,000.
- There have been three applications submitted for the VIC meeting that will be held in July. There will be a Kotzebue community meeting at the end of June.

## **VIF PROJECT MANAGER REPORT – Hiram Walker**

### Ambler:

- Energy Study Ph. 2 & 3 payments were made and will close out project this week.
- The biomass project is on hold until summer. Need to connect underground piping and complete the roof.
- Ambler fuel farm is 95% complete with design and permitting.
- Tank farm procurement for three fuel tanks FBO Ambler. Funding through VEI.
- The Ambler Biomass project purchased some tools such as chain saws to start hauling wood for Biomass Boiler before snow is all gone to make it easier to haul.
- Work with project manager on funding to complete Biomass project. Funding through VIF an application was submitted for the next VIC meeting.
- Working with vender on heavy equipment. I will need the city to sign an award agreement.
- Will need an award agreement signed for the biomass before the funding will go to the contractor. The award is for \$76,034.28, ANTHC is the contractor.

- The Biomass project is currently installing remote monitoring equipment.
- Ambler
- City of Ambler got awarded to A25G Rock trucks will be shipped to Ambler next fall.
- The City of Ambler Heavy Equipment project has been purchased and will be shipped next summer.
- Energy Study 2&3 is extending till Spring of 2023 on some late installed heat pumps that will need inspection.
- Ambler fuel tank farm, the contractor is accommodating new fuel tanks with 95% submitted drawings to the city of Ambler.
- Worked with city of Ambler to get 95% drawings for tank farm from contractor.
- Transferred remainder of funds to city of Ambler Energy Efficiency project 3.
- Made invoice payment to consultant for Ambler fuel farm project.
- No activity for May 2023

#### Buckland:

- Traveled to Buckland in the first part of June to help with gavel mining plan for new projects.
- The city of Buckland was awarded funds for the erosion project and heavy equipment repair. The amount of funding that will be used for repair is \$50,000. I am working with the city to get funding available to start repairs.
- The funding was executed for the heavy equipment repair for the erosion project.
- The city of Buckland has made a purchase of parts for heavy equipment.
- The funding of \$50,000 to get assessment and parts for equipment for erosion revetment is expended and VIF will be holding the remainder of fund till revetment is completed.
- The city of Buckland has asked for the funding for the equipment repair, labor, shop heating fuel and electricity to get heavy equipment going by spring. The VIF office is working on getting the funding out to the city to get the project moving.
- The city of Buckland Equipment repair project is almost completed of funds and equipment is 90% repaired.
- Funding has been received by the city of Buckland for the Equipment repair and mechanic is repairing equipment.
- No activity in Feb. 23
- The city of Buckland is preparing to close out of Equipment repair project.
- Closed out Equipment repair project.

#### Deering:

- Ipnatchiaq Electric made the first payment to contractor for Ph. 3 of Electric grid.
- I will be closing out the on demand hot water heaters project with Deering IRA.
- No activity currently on all projects.
- Ipnatchiaq Electric will postpone Ph. 3 of project till next summer it got too late in the year to start on project.
- No changes in Ph. 3 Ipnatchiaq Electric contractor will be done this summer.

- No activity in Feb. 23
- Ipnatchiaq Electric ph.3 project is back on track with the repair of heavy equipment needed for the project to move on. The company has put up an extension for Title 9 and has a new timeline for the later part of July.
- No activity at this time April 2023.
- The contractor has postponed the project till July 10th, 2023, for Ipnatchiaq Electric.

#### Kiana:

- Kiana Manganese removal project will continue the next construction season.
- Kiana Community building is complete and is ready for close out.
- Kiana's Opt-In community building renovation had most building materials ordered from vender FBO Kiana.
- The contractor is ready to install water and sewer lines from the mains to the new community building, making ready the funding for part of the project. The amount is \$73K+ for 60 feet of water and sewer line.
- The contractor is in Kiana to start work on the old community building, Opt.-In project.
- Made funding draw down for Opt-In Kiana to pay labor for renovation of old city of Kiana community building.
- Opt-In has a construction supervisor and has gone out to Kiana and will start the project as soon as the construction material gets out to Kiana.
- The contractor is in Kiana to start work on the old community building, Opt.-In project.
- The Opt-In project is waiting for the mechanical contactor to come in and work on rough-in of electrical and plumbing inside of building.
- The water and sewer service line hookup on the New Community building is currently being worked on.
- The City of Kiana Manganese filter system project has a superintendent going to Kiana on Sept. 12th to finish up to 95% completion of project.
- The Kiana Manganese system will be completed in the latter part of November. The contactor is currently tying the backwash tank to the water plant.
- Opt-In Building has the mechanical contactor working on location.
- The City of Kiana is a new Community building. The contactor is working on water and sewer service lines.
- All projects remain in the same status for Kiana.
- Opt.-In has paid off contactor. Will continue work with local labor after holidays to complete building.
- No activity in Feb. 23
- No activity in March for projects.
- No activity in in April on Opt-In program.
- No activity due to no contractor available for May 2023

#### Kivalina

- The Kivalina Dump site cleanup will need reporting turned in. No reports since Oct.
- Received report on Dump site cleanup and will working with contactor that will be organizing site clean cleanup this summer.



- With the nice weather the dump cleanup is coming along well and is on schedule.
- The IRA dump cleanup has received small equipment on the barge to help with cleanup.
- The funding for the Kivalina dump cleanup is almost depleted and will be looking for other funding.
- Kivalina dump cleanup is now out of funding and will be looking forward to the closeout of project.
- All projects remain the same status for Kivalina.
- Kivalina Dump site cleanup has no activity this month of Dec.
- No activity in Feb. 23
- No activity in March for all projects.
- The IRA is getting ready to start Dump cleanup project in May.

#### Kobuk:

- The city's Drain Field will not start until next construction season.
- Worked with Project engineer on construction of Drain field this fall.
- I will need a signed award agreement for the City of Kobuk for the shipment of materials that will have to be airlifted to Kobuk due to low river water. The amount needed is \$162,511.00 to start airlift.
- The new community buildings will not start construction till next year the city cannot find a contractor to construct buildings.
- No progress has been made on any projects at this time.
- No progress has been made this Feb. 23
- No progress has been made in any of the projects for March.
- Made an award agreement up and sent it to the City of Kobuk to get signed.
- Purchase Heavy Equipment for city of Kobuk it will be airlifted to Kobuk.

#### Kotzebue:

- KEA Renewable Turbine foundation has been ordered.
- No movement on the KEA renewable Turbine Foundation currently.
- The city of Kotzebue Self-contained Breathing Apparatus Packs has been ordered.
- All projects remain the same in Kotzebue.
- All projects remain the same in Kotzebue for Feb. 23
- All projects have no activity for the month of March.
- No activity in any projects in Kotzebue for April.
- No activity in any projects or programs for May 2023

#### Noatak:

- Sent award agreement to Noatak IRA for the Solar and Batter Project and have not gotten it back at this time.
- No activity for Noatak IRA Solar Project due to high water for May 2023.

#### Noorvik:

- City of Noorvik Land fill cleanup is meeting with city council on burn unit project moving forward.
- Noorvik IRA has received an award for \$951,607.22. I am in the process of funding execution. The project is Noorvik Road Construction and Maintenance Program.
- The Native Village of Noorvik had all funding to have the A25G dump truck paid to vender and will be FBO Noorvik this summer.
- For the Native Village of Noorvik Road Maintenance program the tribe has requested quotes for all the heavy equipment. The quotes that they have are from June of 2022.
- The native village of Noorvik has put in for an application for updated quotes for the Road Maintenance program and is waiting for funding.
- The Native Village of Noorvik has received funding to purchase, ship and start Road Maintenance program.
- Project management is working on purchasing equipment and shipping for 2023.
- No activity in Feb. 23
- The Tribe is applying for a Title 9 permit for the Road Maintenance program.
- I have not had a monthly report sent in to the VIF office for the month of April on the Road Maintenance program.
- No activity for May 2023.

#### Selawik:

- Selawik Home Water and Sewer project is on hold until the City of Selawik can get training on the project from VIF staff.
- Traveled to Selawik end of May to visit the Native Village of Selawik community center the tribe has turned in a new VIF application for completion of community center.
- The home water and sewer will be working on getting a new contractor to complete the project.
- The home water and sewer are still on hold and will be until a plan is worked out with the city of Selawik.
- Water and Sewer Rehabilitation is still open with biohazard materials to be sent to Kotzebue to dispose of.
- ANTHC will be the contractor for the Selawik evaluation project. This project was awarded to the city of Selawik for \$75,000 and will be executed when the signed award agreement has been received.
- I will need to go out to Selawik to give project orientation to the city and sign an award agreement on the project for Selawik Safety upgrade of the Multipurpose building. The award is \$250,000.00.
- The Native Village of Selawik is soliciting 2 or 3 consultants to do feasibility study for Gravel Access.
- A new city administrator has been hired for the city of Selawik and will need training on Multipurpose Building upgrades project can start the city will set a time for this.
- City of Selawik Water and Sewer Evaluation will get started in the middle of Sept.
- The Native Village of Selawik is working on RFP for the Gravel Access Study.
- The Native Village of Selawik is soliciting engineering firms to proceed with study.

- The multipurpose Building safety upgrades project had drawing down funding to start upgrades.
- Selawik home water and sewer project had an engineering firm go to Selawik to start the evaluation on project.
- The Selawik evaluation engineering firm all have Co-vid and project is on hold the later.
- All projects remain the same for Selawik.
- Selawik Water and Sewer evaluation data collected from engineers' earlier trip to Selawik is being evaluated.
- Selawik IRA is working on soliciting engineering firm to proceed with Gravel Access Study.
- The Selawik Safety upgrade project has got the funding to start the procurement process.
- No activity in Feb. 23
- I will be setting up a meeting with the city of Selawik to discuss the Home Water and Sewer start up at the end of March.
- No other activity on any of the other projects.
- I have no activity on any of the projects for the month of April.
- Working with a contractor for a home water and sewer project start up.
- No monthly report on Selawik Safety upgrade project.

#### Shungnak:

- No open projects or programs currently.

#### Regional:

- KOTZ radio Ph. 2 project is ready for closeout after final reporting is sent in.
- NWABSD Inupiaq program is on hold until further notice from the school district.
- KEA Electric Co. has ordered wind turbine base.
- KOTZ has no movement on the project for this month.
- I haven't received a monthly report for at this time.
- Kotz Radio has asked for a change in the project. It was to eliminate the gas generator and in place use a USB unit.
- KEA project is the purchase of Turbine Base for wind generators. The Base's will be in next summer's sealift.
- NWABSD Inupiaq program is on hold and will bring in Inupiaq instructors in Nov.
- NIHA has drawn down funding for the Housing Assessment for all 11 communities.
- No movement on all projects currently.
- VIF purchases continue to provide professional development for instructors. The professional development gathering for Inupiaq Instructors occurred between November 29 to December 1. The focus was on replacing further English with Inupiaq in the classroom, using the curriculum's games and activities to support student learning, and using the Inupiaq language in conversation.
- NIHA is advertising for 23 surveyors and has received job applications. They will work until each household is completed. We are having them work for three weeks; however, if there is a need to continue, that will be done. It is the goal of NIHA to have no less than 70% of each community fill out the survey.
- The NWASD will be scheduling an Inupiaq Instructors Training for April

- No projects report in for the month of April all projects.
- No activity in the NWABSD Inupiaq program for the month of May 2023.
- NIHA will be late on the monthly report on Housing survey report due to personal change.

## ENERGY DEPARTMENT - Ingemar Mathiasson

### Conferences

#### Alaska Sustainable Energy Conference

The Governors Alaska Sustainable Energy Conference took place in Anchorage 23-25th May.

I attended and was speaking about our regional approach to Renewable Energy implementation.

Many different entities want to follow our lead in a regional approach.

It was a good conference with lots of networking and I am following up with several leads on grant funding and collaboration with other energy stakeholders in the State.

### Fuel and electric report increase.

Current fuel costs are below. Red are increases.

#### Fuel prices (tax included on retail) April. 2023 & FY24

Community	Gasoline \$/G Retail	Stove oil \$/G Retail	Sales Tax included	Util. & AVEC Cost \$ Barge/Air FY2022- FY2023	NWABS Cost \$ FY2023- FY2024
Kotzebue KIC and KEA	8.99	9.12	6%	3.71 KEA/ 3.20	4.54/4.7605
Kotzebue Vitus	7.99	7.57	6%		
Kotzebue Crowley	7.80	7.97	6%		
Ambler	14.42	14.42	3%	4.49 /11.50	6.07/6.2505
Kobuk	13.91	15.45	3%	N/A	6.07/6.2505
Shungnak	14.03	15.05	2%	5.45 / 11.50	6.07/6.2505
Kiana	7.98	7.73	3%	2.82/4.18	4.71/5.0005
Noorvik	7.21	6.18	4%	2.96/4.63	4.71/5.0005
Selawik	5.68	6.58	6.5%	2.85/4.52	4.71/5.0005
Buckland	7.65	7.66	6%	2.13-3.547	5.25/5.0005
Deering	5.50	5.20	3%	2.13-4.057	4.71/5.0005
Kivalina	6.52	6.52	2%	2.78/4.18	5.16/5.0005
Noatak	14.49	15.31	6%	8.10/10.75	7.24/10.96

## NAB Electric rates Apr 6 2023

Community	1-750Kwh \$/Kwh	Tax	1-750 Kwh Actual cost/Kwh with tax	0-750 \$/Kwh No tax	750-up \$/Kwh No tax	Utility Non firm power purchase rate \$/Kwh 1/30/2023
Kotzebue KEA	0.1934	6%	0.2050	0.3949	0.3918	N/A
Ambler AVEC	0.2651	3%	0.2731	0.8621	0.7566	0.3949
Kobuk AVEC	0.3348		0.3348	1.0988	0.9933	N/A
Shungnak AVEC	0.3348	2%	0.3414	1.0988	0.9933	0.6138
Kiana AVEC	0.2553		0.2647	0.6654	0.5599	0.2733
Noorvik AVEC	0.2545	4%	0.2647	0.6490	0.5435	0.2507
Selawik AVEC	0.2521	7%	0.2697	0.6027	0.4972	0.2053
Buckland BEC	0.2781		0.2781	0.4900	0.4900	0.2823
Deering IEC	0.4081		0.4081	0.6747	0.6747	0.3575
Kivalina AVEC	0.2535	2%	0.2586	0.6295	0.5240	0.2442
Noatak AVEC	0.3724	6%	0.3947	1.1364	1.0309	0.6682

### AEA REF 14 Community project grant 4 community engineering for Solar battery

- The NAB applied for Engineering of Solar/Battery projects for Selawik, Kiana, Noorvik and Ambler through the Alaska Renewable Energy Fund REF 14 submitted mid. January 2022 at an amount of \$ 590,000.00 and was awarded.
- An RFP was released 15th Dec. with deadline for responses 6th Feb. 2023.
- We completed the RFP process and selected RES/Kuna as the contractor.
- This project will provide the needed in kind to leverage Construction funds in 2024-25.
- On the 8th-9th June I visited the 4 communities together with the contractors RES and KUNA, we mapped out the possible areas for large solar arrays up to 4 acres and 500Kw.
- The contractors are now following up with AVEC for cost estimates on integration equipment needed to be able to accommodate the incoming Solar power.
- Project scheduled to complete work 30th June 2023.

### New Grant requests

The Energy Group is currently working on a large DOE OCED Region wide grant proposal.

### Project Description

This project, “Solar PV, Battery Storage and Heat Pumps in Northwest Arctic Alaska,” proposes to install 3.35 MW of solar PV and 16.5 MWh of battery storage across all eleven villages of the northwest Arctic region, displacing an estimated 322,000 gallons of diesel fuel annually. Additionally, this project proposes to install 1,000 heat pumps, one in every residence in ten villages: Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, and Shungnak. The solar PV, battery energy storage systems (BESS), and heat pumps will be owned and maintained by the federally recognized Alaska Native Tribe in each community, each of which will operate as an independent power producer (IPP) generating renewable power and selling it to the local utility, capturing an estimated \$1.5M in annual revenues. The expected construction cost for the proposed project is \$56,000,000.

Our preliminary concept paper was accepted DOE and they want us to do the full application. The full application process will take 2-3 weeks and the deadline is the 2nd of Aug.

#### Status of Current projects under way

#### **Selawik Rural Energy Pilot Program (REPP) Grant 100Kw Solar/1Mwh battery. (NEW)**

A grant request to USDA REPP was completed for a 100Kw Solar 1 Mwh Battery for Selawik. For a total cost of \$3,603,240. It requires a 50% in kind.

This project is aimed at stabilizing the electric grid in Selawik.

would stop dangerous power outages that endanger the waterlines in Selawik.

In kind is available from AVEC @ \$100K and from State of Alaska (AEA) \$ 120K.

VIF and NANA VEI combined is matching in with 1,216,000.00.

USDA is awarding us this grant with a federal share of \$1,998,820.00. We have just signed the intent to proceed and are waiting for the Grant document. If it shows up, there will be an acceptance resolution in your package.

#### Alaska REF 15 for Selawik (NEW Request)

We are also pursuing the REF15 grant for additional funding to add another 300Kw of Solar to the project.

The Northwest Arctic Borough (NAB) is requesting \$1,134,500 for Phase IV Construction of a high penetration distributed solar PV system for the community of Selawik. Based on Hybrid Optimization for Multiple Energy Resources (HOMER) software modeling and AEA's B/C Ratio model, this system will displace about 27,278 gallons of imported diesel fuel annually and will result in about 193 hours of diesels-off operation, saving the community about \$81,698 during the first year of operation. Lifetime savings for the project are estimated at 681,947 gallons of diesel fuel and \$2,511,674. In addition to reducing the cost of electrical generation, the solar PV system, in conjunction with a related and separately funded project to construct a Battery Energy Storage System, will result in a hybrid solar PV/battery/diesel system, will dramatically increase the efficiency and resilience of the power generation system by providing spinning reserve and significantly reducing brown-outs and black-outs and associated freeze-ups of the community water system. This project will leverage the key learnings from other high penetration systems operating and in development in the Northwest Arctic Borough, including Kotzebue, Deering, Buckland, Shungnak-Kobuk, and Noatak. Upon completion of the project,

this solar PV system will be transferred to ownership as an IPP by the Native Village of Selawik and sell power to the Alaska Village Electric Cooperative, similar to other projects in the region. AEA has announced this project was selected for funding pending enough funding is put into the Renewable Energy Fund to cover at least 50% of the proposed statewide projects. Waiting for AEA Announcement.

#### Ambler Fuel farm (updated)

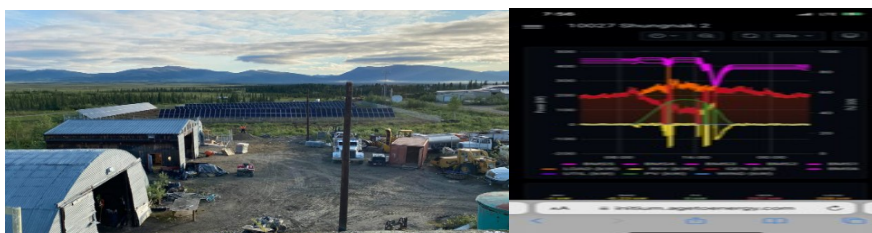
- Ambler City is pursuing a new Fuel farm and has received \$ 180,000.00 for engineering services from the VIF to get to shovel ready status at 95% design spec.
- Full construction of a new fuel farm is likely to be close to \$ 2 Mil.
- This is a collaborative effort together with AVEC.
- Summit Construction has been allowed the Engineering contract.
- Summit personal visited Ambler early November for site evaluation
- Various documents have been produced for 65% design.
- Funding for tanks have been procured from NANA VED
- The tanks were delivered to Ambler in mid-September.
- Construction funding has been applied for through direct appropriations and \$ 1.8 Mil has been assigned to Murkowski's short list. Last we heard we may get approximately \$ 650K. of the needed funds. Waiting for grant agreement.
- AEA has contacted Ambler and would like to contribute the last \$ 614K needed to construct the project. That will fully fund the project and can conceivably be completed during 2023.

#### Regional Solar PV projects

##### **Shungnak\_Kobuk IPP**

##### **223.5 Kw Solar with a 384kWh Battery data collection ongoing**

- Link to project; <https://initium.agetoenergy.com/login>
- User; Shungnak, password; shungnak2021
- This project has received a Microgrid Greater Good Award.
- And also received <https://www.energy.gov/communitysolar/sunny-awards-equitable-community-solar>
- The project now has over \$ 150K in their Energy fund from proceeds of selling electricity to AVEC.



### **280.6 Kw Solar with a 460Kwh Battery**

We wrote a HECG (USDA) proposal for Noatak for 2020-21, to build a 280.6 Kw Solar PV and Battery solution for them. Meetings have been held in Noatak and also with AVEC to facilitate the creation of the Grant proposal.

- Resolutions and support letters have been collected.
- This is a collaborative effort by the Energy Steering Committee.
- A new application to DOE Tribal energy. DOE recently allowed us to apply with a lower in kind of only 10% versus the earlier 50%. The project cost is anticipated at approximately \$ 2.7 Mil.
- We now have approval from FAA to construct the array and are conferencing with AVEC on the technical specifics of the project. FAA approved a new site near the airport.
- RFP has been posted 2/8/2022 with a deadline at 2/28/2022. Two bids were received.
- MOA for IPP creation and working documents between NAB and Noatak is being reviewed.
- The contract was awarded to Alaska Renewable Industries (ANRI).
- Lease agreement with NANA has been signed.
- The project will have an expansion area for an additional 100Kw of Solar in the future.
- Equipment is being ordered.
- Groundwork was begun in October 2022.
- Engineering is 100% complete.
- Fire Marshall approval pending
- Boots on the ground by late April, some delays due to the cold weather and snow loads.
- Equipment is being shipped to the site in Noatak.
- I visited the project 12-13th June and connected with Edna at the tribal office to deliver the PPA agreement for signing with AVEC.
- The project tracks fine and they have now started to build the Solar arrays with the battery to be delivered by Lynden Air just after 4th July.
- The project is scheduled to be commissioned in the week of 17th July 2023.

### Kivalina

A discussion is under way for a possible collaboration of a Wind/Solar/Battery project at K-Hill near the new school. Kivalina is receiving DOE technical assistance to help with the Energy part of the Masterplan for Kivalina's move to the new site.





# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** June 16<sup>th</sup>, 2023

**TO:** Dickie Moto, Mayor

**FROM:** Clay Nordlum, Planning Director

**SUBJECT:** **ASSEMBLY DEPARTMENT REPORT THRU THE MAYOR**

---

*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

## **DAILY OPERATIONS REPORT BY PROGRAM:**

### **Planning Director -Clay Nordlum**

#### **Office and communication:**

*BLM Director Tracy Stone-Manning met with land managers of the area concerning Ambler Access and the SEIS*

*Michael Baker International is finalizing our RPO information and packets. Also finalizing the website thru a DOT contract*

*McClintock Land Associates coming up this month for As-Built drawings on our 4 Kotzebue properties.*

*NOAA –Village aerial flyovers for 7 of our communities will happen over the summer*

#### **Community travel:**

*Selawik: Met with the city and tribe to name a few roads*

*Buckland: Met with city and tribe to finalize name of a few roads*

*Shungnak: Met with tribe concerning road names and subdivisions*

#### **Updated website information**

*OTZ telephone is working towards permitting microwave internet system for the Dalton Highway west to each village. Permit is on hold until site control is established for each*

tower site

ICC Alaska contacted for a copy of the Northwest Alaska Food Security Action Plan

Land manager roundtable attended at NPS office

### **Planning Commission:**

One planning commission seat and a youth representative seat available.

Next meeting scheduled for July

### **Planning Administrator – Gem Belamour**

#### **Office and Communications:**

Village Community Maps: Currently stitching and mapping village community maps to combine multiple village sheets in one map. Also using a most recent satellite image for the map underlay.

NAB Staff Meeting – May 22, 2023; all staff meeting with the Mayor

#### **Title 9 Permitting:**

##### **Pending Permits:**

- Title 9 Major Use Permit #110-03-23: OTZ Telephone Village Connect Project – Awaiting Submission of State and Federal Permits and Approvals
- Title 9 Major Use Permit #111-03-23: NANA Construction Selawik Village Office Construction – Public Comment Period Until 06/22
- Title 9 Major Use Permit #112-03-23: NANA Construction Kivalina Village Office Construction – Public Comment Period Until 06/22
- Title 9 Major Use Permit #113-03-23: NANA Construction Shungnak Village Office Construction – Public Comment Period Until 06/22
- Title 9 Minor Use Permit #115-03-23: AKDOT Kivalina Temporary Wind Measuring Tower – Awaiting NANA comment if permit is needed for construction on leased land

#### **Trainings:**

- FEMA Trainings
  - o ICS 300 – May 23-25, 2023
  - o Local Mitigation Planning Workshop – June 12-15, 2023
  - o ICS 400 – June 21-22, 2023
- Floodplain Management / Wetlands Management Training
  - o Geospatial Mapping Tools and Techniques for Tribal Wetlands Programs

Below is a list of Title 9 Permits for FY22:

Permit #	Permit Type	Permittee	Project Description	Date of Issue	Expires On
101-03-22	Minor Use	Frost Methane Labs	Noatak River Methane Collection System	09/08/21	12/31/24
102-03-22	Major Use	Native Village of Kiana	Gravel Roadway and Culvert Installation	06/08/22	12/31/24
103-03-22	Conditional Use	Alaska Industrial Development Export Authority	Summer Fieldwork	09/01/21	12/31/21
104-03-22	Minor Use	GCI Communication Corp	Deering Gravel Pad and Satellite Installation	09/13/21	12/31/22
105-03-22	Minor Use	Northwest Inupiat Housing Authority	Selawik Single-Family Homes Construction	09/29/21	12/31/24
106-03-22	Major Use	City of Ambler	Sewer Sanitation and Lagoon Access Road Improvements	04/15/22	12/31/24
107-03-22	Conditional Use	Alaska Department of Transportation and Public Facilities	Selawik Barge Landing, Spud Farm Gravel Extraction and Ice Road	06/02/22	12/31/24
108-03-22	Major Use	City of Kobuk	Community Septic System Replacement (Amended: 10/21/22 – no placement of wetland fill and no installation of culvert on Lagoon Access Road)	10/10/22	12/31/24
109-03-22	Conditional Use	Drake Construction Inc.	Noatak Pit Bulk Fuel Storage and Barge Transfer of Aggregates (Amended: 09/09/22 – Additional days to continue hauling gravel for Cape Blossom Phase 1; operations to cease on September 24, 2022 to accommodate fall subsisting)	06/02/22	12/31/24
110-03-22	Major Use	Teck American Incorporated	Anarraaq and Aktigirug Mineral Exploration and Drilling	04/14/22	12/31/24
111-03-22	Minor Use	Native Village of Deering	New Store Gravel Pad Construction	06/08/22	12/31/23
112-03-22	Minor Use	Brice Inc.	Ice Road to Cape Blossom	03/11/22	12/31/22
113-03-22	Minor Use	NANA Construction	Deering Multipurpose Community Office Construction	10/10/22	12/31/24
114-03-22	Minor Use	Ambler Metals LLC	Upper Kobuk Mineral Projects Seasonal Exploration Camps	05/27/22	12/31/22

115-03-22	Conditional Use	Alaska Department of Transportation and Public Facilities	Cape Blossom Terminus Pad Construction	06/02/22	12/31/24
116-03-22	Major Use	Alaska Industrial Development Exploration Authority	Ambler Mining District Industrial Access Road	08/02/22	12/31/23
117-03-22	Conditional Use	Native Village of Deering	Gravel Extraction and Road Maintenance	06/02/22	12/31/24
118-03-22	Minor Use	Northwest Inupiat Housing Authority	Ambler Single-Family Homes Construction	06/08/22	12/31/24
119-03-22	Conditional Use	Teck American Incorporated	Anarraaq and Aktigirug Exploration Program Access Road	02/06/23	12/31/25
120-03-22	Conditional Use	Shungnak Tribal Council	Shungnak Landfill Access Road	02/06/23	12/31/25
121-03-22	Major Use	NANA Construction	Noorvik Village Office Building Construction	10/10/22	12/31/22
122-03-22	Major Use	NANA Construction	Ambler Village Office Building Construction	11/28/22	12/31/24
123-03-22	Conditional Use	Alaska Department of Transportation and Public Facilities	Deering Airport and Access Road Improvements	02/06/23	12/31/25
124-03-22	Major Use	Shungnak Tribal Council	Shungnak Gravel and Sand Pit Geotechnical Investigation	11/28/22	12/31/23
125-03-22	Conditional Use	Alaska Department of Transportation and Public Facilities	Cape Blossom Road Phase 2: Sadie Creek to Cape Blossom Road & Sadie Creek Bridge Construction	02/06/23	12/31/25
126-03-22	Major Use	City of Kobuk	Gallahorn Pit Gravel Extraction	02/06/23	12/31/24
127-03-22	Minor Use	Native Village of Noatak	Hostetter Home Water Service Line Connection	12/28/22	12/31/24
128-03-22	Minor Use	Brice Inc.	Cape Blossom Ice Road	11/28/22	12/31/23
129-03-22	Major Use	CRW Engineering Group	Kivalina Geotechnical Investigation and Water Source Study	02/06/23	12/31/25

Below is a list of Title 9 Permits for FY23:

Permit #	Permit Type	Permittee	Project Description	Date of Issue	Expires On
101-03-23	Major Use	Northwest Inupiat Housing Authority	Noatak Water and Sewer Main Extension	03/21/23	12/31/24
102-03-23	Major Use	Northwest Inupiat Housing Authority	Ambler Brooke Street and Ambler Avenue Road Completion	03/21/23	12/31/24
103-03-23	Minor Use	GCI Communication Corp	GCI Kivalina-Kotzebue-Deering Fiber Optic Cable Connection and Cable Landing Station Gravel Pad Construction	03/10/23	12/31/23
104-03-23	Conditional Use	Noorvik Native Community	Noorvik Middle Cemetery Road Construction	05/08/23	12/31/25
105-03-23	Minor Use	Teck American Inc.	Red Dog Mine Contractor Camp Interior Renovations	02/15/23	12/31/24
106-03-23	Conditional Use	Ambler Metals LLC	Upper Kobuk Mineral Project	05/08/23	12/31/26
107-03-23	Conditional Use	Valhalla Metals Inc.	Ambler Mining District	05/08/23	12/31/26
108-03-23	Conditional Use	Drake Construction Inc.	Noorvik Hotham Peak Gravel Extraction	05/08/23	12/31/23
109-03-23	Conditional Use	Native Village of Deering	Deering Road Maintenance, Gravel Extraction & Gravel Pad (Amendment of CU Permit #117-03-22)	05/08/23	12/31/26
110-03-23	Conditional Use	OTZ Telephone Cooperative, Inc.	OTZ Telephone Village Connect Project	Awaiting Submission of Federal and State Permits and Approvals	
111-03-23	Major Use	NANA Construction	Selawik Village Office Construction	Public Comment Period Until 06/22	
112-03-23	Major Use	NANA Construction	Kivalina Village Office Construction	Public Comment Period Until 06/22	
113-03-23	Major Use	NANA Construction	Shungnak Village Office Construction	Public Comment Period Until 06/22	
114-03-23	Minor Use	Teck American Incorporated	LIK Mineral Exploration	04/20/23	12/31/26
115-03-23	Minor Use	AKDOT	Kivalina Temporary Wind Measuring Tower	Awaiting NANA's comment	



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** June 9, 2023  
**TO:** Dickie Moto, Mayor  
**FROM:** Clara Jones, Public Services Director  
**SUBJECT:** DEPARTMENT REPORT TO ASSEMBLY THRU THE MAYOR

---

Going over all the grants that the Public Service Department administers in our department. Was on-call for the Buckland and Kobuk Flood this year and worked through the weekend because staff were on leave and out travelling. Did a flood meeting with City of Kobuk, Native Village of Kobuk and the community on May18. Worked with Liz Carvalho on the gravel source for Bucklands road erosion after the flood. Worked with Bruce Nelson for the water pumps for the City of Buckland to use to pump out the community.

Travelled to Kotzebue on the 23<sup>rd</sup> of May to attend the Assembly BAF and Regular meeting and worked in the office the rest of the week covering for the mayor while he was out on travel. Had a few teleconferences to work on the FY24 Budgets, equipment purchases for Kivalina, Bucklands Rock Revetment project. Worked with DOT and got the SIRA funds extended to FY2024.

All the villages received funding for CAP23 from the Borough. Did the report for statement of expenditures for prior year payments and did a Budget for CAP24 proposal. Got an email that the NAB will receive the next year funding 😊

Community	Funding Available	Funding Received
• Ambler	\$19,065.37	\$19,065.37
• Buckland	\$ 42,841.00	\$42,841.00
• Deering	\$14,205.57	\$14,205.57
• Kiana	\$32,373.75	\$32,373.75
• Kivalina	\$33,196.17	\$33,196.17
• Kobuk	\$13,682.21	\$13,682.21
• Noatak	\$55,639.36	\$55,639.36
• Noorvik	\$47,850.34	\$47,850.00
• Selawik	\$58,317.60	\$58,317.60
• Shungnak	\$18,242.94	\$18,242.94
Total:	\$335,414.33	\$335,324.11

## STATUS OF PUBLIC SERVICES ACTIVE PROJECTS

---

*Project Name:* Grave Digger & Casket Maker Tools & Equipment Donation  
*Scope:* Provide tools and equipment for grave digging and coffin makers  
*Funding:* 164K FY23 Assembly Donation  
*Project Phase:* Delivery  
*Community:* All Villages  
*Manager:* Dominic Ivanoff, Administrator

*Status:* Closing out the grant.

<b>Bulk Item</b>	<b>Budgeted Amount</b>	<b>Actual Amount</b>
Hand tools	\$8K	\$6,174
Power tools	\$68K	\$56,838
Generator & Jackhammers	\$80K	\$65,145
Pop Tents	\$8K	TBD
Freight		
<b>Total to Date</b>	<b>\$164K</b>	<b>\$128,157</b>

All the grave digging and casket marker tools and equipment were all sent to the village. Just needing to make sure the last of the billings are paid.

---

*Project Name:* Kivalina Heavy Equipment Garage Renovation  
*Scope:* Renovate heavy equipment garage storage in Kivalina  
*Funding:* ARPA Funds  
*Project Phase:* Renovation  
*Community:* KVL  
*Manager:* Clara Jones, Public Services Director

*Status:* Garage heaters delivery to Kivalina and they are ready to install the parts ordered. Dominic arranged transportation and lodging for GPS Alaska to install equipment this spring/summer.

---

*Project Name:* Kivalina Stockpiled Aggregate

*Scope: Project associated with Kivalina Evacuation & School Site Access Road for road maintenance.*  
*Funding: ARPA Fund. Need to put out to bid.*  
*Project Phase: Renovation*  
*Community: KVL*  
*Manager: Clara Jones, Public Services Director*

*Status: NRC was agreeable for NAB to install a swing gate originally purchased for the High Bay building at the Kivalina pit. We do have maps of the gates that will be installed from Clay Nordlum*

---

*Project Name: Kivalina Road Maintenance Project*  
*Scope: Snow removal, resurfacing, dust control.*  
*Funding: FY23 General Fund*  
*Project Phase: Maintenance*  
*Community: KVL*  
*Manager: Clara Jones, Public Services Director*

*Status: Road maintenance is budgeted for 100K for FY24. The NAB Assembly approved the purchase of a Komatsu D61PX-24 crawler dozer in the special meeting on June 7, 2023. Dominic ordered the roofing materials with SBS. Ordered couple sets of scaffolds also casters for the scaffolding to install the roofing material from Lowes.*

---

*Project Name: Heater Repair Program*  
*Scope: Inspect, clean, and recalibrate residential boilers and Toyostoves*  
*Funding: Joint Initiative with NANA*  
*Project Phase: Maintenance*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*

*Status: Working with Northern Contractors & Consulting, LLC contact person is Cliff Johnson we had a teleconference May 3, 2023, to get a list from each village and have 2 hires do the maintenance on the boiler systems and Toyostove. Need to sit down with NAB/ NANA and Northern Contractors to prioritize which villages to start with and do and outreach to set up a plan and schedule on this projects.*

---

*Project Name: Main Office Boiler Replacement*



*Scope: Replace main office boiler with two new boilers and supply lines*  
*Funding: ARPA funds.*  
*Project Phase: Replacement*  
*Community: OTZ*  
*Manager: Clara Jones, Public Services Director*

*Status: Working with Northern Contractors & Consulting, LLC and the contact person is Cliff Johnson. We had a teleconference on May 3, 2023, Northern Contractors sent out 2 boiler guys on May 4, 2023 to Kotzebue to look at our Boiler system and do an assessment on our boiler system and will send the NAB a report and their findings on how much it will cost to install the new system.*

---

*Project Name: Main Office Carpet Replacement*  
*Scope: Replace flooring and carpet in offices*  
*Funding:*  
*Project Phase: Purchase and install new carpeting.*  
*Community: OTZ*  
*Manager: Dominic Ivanoff, Administrator*

*Status: Dominic ordered carpet tiles from Floor City in Anchorage and confirmed on 5/23 that payment was received. The shipping for the flooring will take 14 to 19 business days.*

---

*Project Name: Public Safety Warm Storage Construction*  
*Scope: Construct 20' x 24' warm storage buildings for Search & Rescue/Fire Dept equipment storage in all villages, including electrical meter base, man and garage door access, and oil heater with fuel tank.*  
*Funding: FY23 General Fund + SOA Grant.*  
*Project Phase: Construction*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*

*Status: We expanded this project to include WLK, OBU, SHG, ABL, & BKC. We've reached out to each village and identified existing vacant buildings to renovate. We met with LBB and determined a lease agreement would best serve the project due to the 20-year site control requirement. LBB draft the lease. Selawik, Noorvik, Buckland were selected villages to work on this year.*

---

*Project Name: Shelter Cabin Construction & Renovation*

*Description:*  
*Scope:* Construct new shelter cabins and renovate existing shelter cabins  
*Funding:* \$77K from FY22 General Fund for construction materials  
\$150K from FY23 General Fund for labor, parts, & supplies

*Project Phase:*  
*Community:* All Villages  
*Manager:* Fritz Westlake, Senior Director of Operations

*Status:* Materials for 5 new cabins and 5 repairs are on hand.  
Prefabrication begins this winter and cabins delivered to sites  
scheduled for spring. Chuck Schaeffer is overseeing this project  
and has a report turning in for this project.

---

*Project Name:* Security Camera Installation Project  
*Scope:* Purchase of cameras, licensing, and POS adaptors from Verkeda  
*Funding:* ARPA Fund  
*Project Phase:* Maintenance  
*Community:* OTZ, SHG, ABL, IAN, ORV, WTK, BKC, DRG  
*Manager:* Dominic Ivanoff, Administrator

*Status:* Cameras ordered for VPSO facilities. We have them here in the  
office. It would be a 5-year, 1 time purchase hardware/ software. All  
we need to do is renew the software in 5 years.

---

*Project Name:* Buckland Kivalina VPSO Warm Storage Construction  
*Description:*  
*Scope:* Construct 16' x 20' warm storage units for VPSO equipment  
storage in Buckland and Kivalina, including electrical meter base,  
man and garage door access, and vented oil heater with fuel tank.  
*Funding:* \$107,500 FY22 General Fund – Encumbered & Lapsed  
*Project Phase:* Construction  
*Community:* BKC & KVL  
*Manager:* Chris Hatch, Public Safety Director

*Status:* Got the agreement with City of Buckland on the building. And will  
start the planning process of the renovation.

---

*Project Name:* Kobuk VPSO Warm Storage Construction

*Scope: Construct 16' x 20' warm storage building for VPSO vehicle storage in Kobuk, including electrical meter base, man and garage door access, and vented oil heater with fuel tank.*

*Funding: FY23 General Fund. Need to put out to bid.*

*Project Phase: Construction*

*Community: OBU*

*Manager: Chris Hatch, Public Safety Director*

*Status: Materials stored in a connex were moved to School property for winter storage. We need LBB to help us obtain site control via a land lease.*

---

*Project Name: Kotzebue VPSO Warm Storage Construction*

*Scope: Construct 16' x 20' warm storage building for VPSO program, including electrical meter base, man and garage doors, and vented oil heater with fuel tank.*

*Funding: FY23 General Fund*

*Project Phase: Construction*

*Community: OTZ*

*Manager: Chris Hatch, Public Safety Director*

*Status: This project postponed until village projects done per Mayor, but I'd like to get it moving by this summer, if possible, to use material.*

---

*Project Name: VPSO Warm Storage Meter Base Relocation*

*Scope: Relocate meter bases on four VPSO warm storage units to meet AVEC code requirements*

*Funding: \$15K FY23 General Fund*

*Project Phase: Maintenance*

*Community: Shungnak, Ambler, Kiana, Noatak*

*Manager: Chris Hatch, Public Safety Director*

*Status: We'll install a platform starting in Ambler this spring.*

---

*Project Name: VPSO Trilogy Lock Installation Project*

*Scope: Purchase and install Trilogy Locks to all VPSO facilities.*  
*Funding: State VPSO Grant Fund*  
*Project Phase: Maintenance*  
*Community: OTZ, SHG, ABL, IAN, ORV, WTK, BKC, DRG*  
*Manager: Dominic Ivanoff, Public Services Administrator*

*Status: Trilogy Locks are here at the Borough. Kiana's trilogy is set up and in place. Will work on installing the rest of the villages soon.*

---

*Project Name: Buckland VPSO Residential Unit Renovation*  
*Scope: Renovate kitchen and bedroom sections.*  
*Funding: State VPSO Grant Fund*  
*Project Phase: Renovation*  
*Community: BKC*  
*Manager: Chris Hath, Public Safety Director*

*Status: Site control secured. Chip will assess jobsite and plan to resume renovation in-house this spring.*

---

*Project Name: Work Truck Procurement Project*  
*Scope: Procure flat bed work truck with plow for department use.*  
*Funding: FY23 GF*  
*Project Phase: Procurement*  
*Community: OTZ*  
*Manager: Dominic Ivanoff, Administrator*

*Status: A flat bed truck is in Anchorage and is coming to Kotzebue.*

---

*Project Name: Sulianich Maintenance Project*  
*Scope: Install three commercial doors and improve roof drainage*  
*Funding: FY23 GF*  
*Project Phase: Maintenance*  
*Community: OTZ*  
*Manager: Chip Field, Facility Director*

*Status: 1 of 3 doors installed. Douglas Field is replacing the last 2 doors.*

---

Project Name: Cape Blossom Road Construction Phases 1  
Scope: Construct a new road from Kotzebue to a port site near Cape Blossom.  
Funding: State & Federal  
Project Phase: New Construction  
Community: OTZ  
Manager: Joe Kemp, DOT Northern Region

Status: Phase 1 is on target for July 31 completion date. Brice expects to use the remainder of NAB funded gravel by New Year allowing NAB to recapture most, if not all, the remaining \$2.5M. NAB sent an invoice to Brice for \$462K on Feb 14.

---

### **SHELTER RENOVATION REPORT: Chuck Schaeffer**

*Weekly reports on the shelter cabin renovation project*

*April 24 through April 30, 2023*

*The first week of work is mobilizing. Doing inventory of materials and attempting to finding where everything might be with the amount of snow that we have gotten this winter. Constructed two heavy duty sawhorses and two gang boxes, one for location of tools and the other for transporting tools to the field.*

*May 1 through May 7<sup>th</sup> 2023*

*Putting together materials needed for the first shelter cabin. This shelter cabin is between the village of Noatak and Kivalina. Timing is of essence as spring may have arrived. It is approximately 90 miles to the cabin. Predrilled all the siding and roofing for the field. I did have a peek at this cabin but couldn't access the inside at one point. The entry way to the cabin was filled with snow and getting into the cabin was impossible as I did not have a shovel at the time. This was done during a bear hunting trip.*

*May 6<sup>th</sup> Saturday*

*Attempted to make it out to the shelter cabin. Got within 10 to 15 miles of the cabin but was hampered by a thick fog. Navigating through the mountains became impossible. Headed back into Kotzebue. Will try again when the weather permits.*

*May 8 through the 11th 2023*

*Headed out to the shelter cabin with material hopefully enough to roof it and get some siding on. Made it to the cabin at about 3 am. On Wednesday I got the roofing completed. I had to shovel out the entry way to gain entrance into the cabin. Also the west side of the cabin had a snowbank the height of the roof. There was some bear damage to the northwest corner of the cabin. It took a couple of hours of shoveling to make a space enough for two sheets of siding. I did use all the siding I had brought not realizing that this cabin was a 12 X 16 with an arctic entry of 4 X 8. The normal size of a shelter cabin is 12 X14. There were 3 areas that had been damaged by bears. The siding I brought at least covered the damaged area. Inside the cabin the damage*

*consisted of the bear damage and fire damage to the ceiling. I dismantled the stove pipe and threw it out. It will also need a new stove. That won't be put in until the damaged area is repaired. Returned to Kotzebue the evening of the 11<sup>th</sup>.*



### **Public Service Administrator – Dominic Ivanoff**

*Kivalina:*

*on June 1st we made a day trip to Kivalina to inspect the roof of the garage as well as have mayor moto try and diagnose the loader issue. We also did a quick inventory of the connex full of materials. We assessed the vandalism at the old school and the old teacher housing units. Made arrangements to have as much of that boarded up. Lowell Sage Jr has started on that project and is making headway. On the trip was Mayor Moto, Chuck Schaeffer, Richard Atoruk and myself.*

*New Caterpillar motor grader 160H has been at the docks in Tacoma. I will sail to Kivalina on the 1st barge departing any day.*

*New Komatsu D61PX-24 Dozer has been approved for purchase. We are in the process of making sure it is on the 2nd barge out of Seattle departing the 1st week of August.*

*Garage Roof repair project. We have ordered the necessary materials to completely replace the metal roofing and water shield on the heavy equipment garage. I believe this will be done internally with Chuck Schaeffer supervising this project.*

*Garage heater installation. Two forced air heater have been ordered and have arrived in Kivalina to be installed in the next month or so. We are looking at hiring a couple of local gentlemen that have experience installing such heaters. We estimate that project will be done before Aug.*

*GPS Alaska installation. We are working with them to install a base unit at the school and units on the heavy equipment as well as the buses. These units will provide*

*real time gps locations on those vehicles. This technology is said to be accurate in the location down to a couple of inches. This project is estimated to be done before Aug.*

*A decision to send a truck there is still in the works. Having a light duty truck there would make a huge difference in day-to-day functions. More information on this will be provided as a more becomes available.*

*Noorvik VPSO Renovation:*

*Materials have been shipped to Noorvik for David Field to do the work on the subfloor and interior floor repairs of the VPSO housing unit. I do not have a timeframe for completion of the work at this time.*

*Flooding for Buckland and Kivalina:*

*At the direction of the Mayor two heavy duty water pumps and hoses were purchased.*

*Buckland: two.. 3 in. pumps and 800 feet of discharge hose was ordered and sent to Buckland. One pump was borrowed from ANTHC. City of Buckland said they will ship it back 6/9/23.*

*Kivalina: two.. 3 in. pumps and 400 feet of discharge hose was ordered and sent to Kivalina. For their roads were full of water. They couldn't get to the store.*

*Grave Digging and Casket Making tools have finally all been distributed. This project is finally complete and all tools have been sent.*

*The flatbed truck with a snow plow has been sent from Tacoma Washington to anchorage and is being weatherized with arctic grade hoses. This truck should make the 1st barge out of Anchorage to Kotzebue.*

*NWAB office carpet replacement project. After back and forth communications with Floor City, finally were able to get our product rounded up and shipped. The carpet tiles should be in route now, and should arrive in Kotzebue the week of 6/23/23. The cold base is here on site.*

*This concludes my report.*

*thanks*

*Dominic Ivanoff  
Northwest Arctic Borough*





# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** June 13, 2023  
**TO:** Dickie Moto Sr., Mayor  
**FROM:** Chris Hatch, Director of Public Safety  
**SUBJECT:** MONTHLY REPORT TO ASSEMBLY THROUGH THE MAYOR

---

*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

**Public Safety Director, Chris Hatch**  
**May 2023 Report**

We have been meeting with all communities as part of the strategic planning process, this will continue into June. The Annual Public Safety Summit is being held June 27-28, 2023, in Shungnak. The theme of the summit is "Partners in Public Safety", and will have Darrell Hildebrand from Tanana Chiefs Conference as keynote speaker along with presentations from State of Alaska Department of public Safety leadership and the MMIP investigative team.

Following is a representative list of priority projects we are working to complete or have completed in the last month.

- A spending plan for end of year lapse funds in the VPSO program.
- Spring flood meetings, and pre planning for 2024 spring flood meeting so the borough is more responsive to our communities needs in the future.
- ARPA Fire Department fund Spend down.
- Receiving and shipping to communities, fire equipment that has already been ordered.
- Planning for summer trail maintenance and marking.
- Working with the Public Services Department we have begun work on Shelter cabin maintenance and replacement and building SAR/Fire Warm storage building projects in Selawik, Buckland, And Noorvik.
- Met with leadership in Noorvik and Buckland this month to discuss VPSO MOA's and long-term site control for the Warm storage projects.
- Working with the Borough leadership team and Deer stone engineering to provide an assessment and plan for the Selawik Warm storage project with the intent of starting and completing construction this year.





# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

## **Public Safety Administrator, Saima Chase** **May 2023 Report**

We held our weekly Public Safety Summit planning meetings with our internal department during the month of May. Hans and I met internally for the Kobuk and Buckland spring flood planning meetings.

### **Winter Trails:**

In May we hired some piece rate pay workers to pull stakes from the trails that were deteriorating quickly, all longer trails were pulled and store for the summer to re-use the 8ft stakes for next winter. Winter Trails updates were sent out as trails and river systems got too bad to travel on, via social media.

## **Search and Rescue Coordinator, Shauntai Shroyer:** **May 2023 Report**

Village	# of SAR's	Between villages?	Resolved:
Ambler	0		
Buckland	4	Yes	Yes
Deering	0		
Kiana	0		
Kivalina	0		
Kobuk	0		
Noatak	0		
Noorvik	0		
Selawik	0		
Shungnak	0		
Kotzebue	1	Yes	Yes

Three active SARs for the month of May, 5 overdue travelers this spring. Search And Rescue Coordinator went to Barrow for Basic and Advance Inland search and rescue courses that were ran by the Airforce rescue team.



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

## **VPSO Program Coordinator, Patrick Warner:** **May 2023 Report**

- The VPSO program currently has 6 funded FTE positions and 4 filled positions. Of those Officers one has completed all necessary training for certification, the other officers are all in various stages of training. Two (2) officers are scheduled to attend the fall academy beginning the end of July. The other two (2) officers will be receiving their fire certifications this year so that they will become fully certified VPSOs. We have two (2) candidates that have turned in all of their paperwork and we are waiting for their CJIS clearance letter. In May we had officers working 2 weeks on/off in the communities of Noatak, and Shungnak.
- We are projecting approximately \$24,000 in lapse funding in the VPSO Grant. Part of the spend down plan has been purchasing necessary equipment for the program. We are also planning to partner on a waste heat project for the VPSO house and garage in Shungnak.
- All VPSO Grant reporting is up to date.



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

## **Fire Safety Coordinator** **May Report 2023**

During this reporting period, Fire Safety Coordinator worked on ARPA spend down and provided quotation summaries for fire tools, ladders, and generators. Other areas included Strategic Planning Meeting site visits to commence in the month of May 2023. Prepared documentation for site visits including flyers, dates, agenda, and communication with tribal and city offices. Site visits included the communities of Kobuk, Shungnak, Kivalina, and Noatak.

The Fire Department had no fire incident reports for the month of May. Total YTD fire incident is 6 structural fires.

The following measurable outcomes occurred during the reporting period:

### **Fire Prevention Activity**

- Ordered 25 more fire extinguishers to be distributed to the Community of Buckland, AK

### **Fire Training Activity**

- Submitted training request to State BFAST Office, Fire Training Specialist, Virginia McMichael for upcoming village training scheduling and will be conducted in the communities of Ambler, Buckland, and Kivalina in the month of July 2023. Training has been confirmed. Next steps are to reach out to each of those communities to advertise, recruit, and establish training classroom.
- Received application for Deering Battalion Chief and fulfilling application process. Upon successful completion, the applicant will receive some on-board training with documentation and equipment orientation.
- Met with Kotzebue Fire Department to discuss future training opportunities and to coordinate with their department to use their facility as a training ground.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
ORDINANCE 23-05**

**AN ORDINANCE OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY APPROVING A JOINT GRANT  
APPLICATION AND FUNDING COMMITMENT TO U.S.  
DEPARTMENT OF ENERGY OFFICE OF CLEAN ENERGY  
DEMONSTRATIONS FUNDING OPPORTUNITY  
ANNOUNCEMENT NUMBER DE-FOA-0002970, AND FOR  
RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough Assembly is the governing body for the Northwest Arctic Borough; and

**WHEREAS:** the Northwest Arctic Borough is a home rule regional government and provides essential programs and services to improve the quality of life for all residents and their 11 communities; and

**WHEREAS:** the U.S. Department of Energy (“DOE”) Office of Clean Energy Demonstrations (“OCED”), through Funding Opportunity Announcement Number: DE-FOA-0002970, is awarding \$1 billion over 5 years in grants through the Energy Improvement in Rural or Remote Areas Program (“ERA”); and

**WHEREAS:** the Borough, NANA Regional Corporation, and the Kotzebue Electric Association wish to apply for an ERA grant in partnership on a \$56 million project for a Solar PV, Battery Storage and Heat Pumps in Northwest Arctic Alaska (the “Project”); and

**WHEREAS:** the Project proposes to install 3.35 MW of solar PV and 16.5 MWh of battery storage across all eleven villages eliminating the need to purchase and use an estimated 322,000 gallons of diesel fuel annually; and

**WHEREAS:** the Project also proposes to install 1,000 heat pumps, one in every residence in ten villages: Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, and Shungnak; and

**WHEREAS:** the Borough, NANA, and KEA will contribute the required 20% non-federal cost share, \$5 million of which will come from the Borough; and

**WHEREAS:** the Borough has identified \$2 million in its FY23 budget; \$2 million in its FY24 budget, and \$1 million in its FY25 budget for its portion of the required cost share that will result in a \$56 million award for the region; and

**WHEREAS:** the grant application requires this multiyear funding commitment from the Borough and Borough Code § 6.16.250 requires that multiyear contracts requiring the payment of funds from an appropriation at a later fiscal year or for more than one fiscal year shall be approved by an Assembly ordinance adopted by a majority of the votes authorized on the question; and

**WHEREAS:** the Borough Assembly wishes to approve the joint grant application to the Energy Improvement in Rural or Remote Areas Program and authorizes the Borough's multi-year funding commitment for \$2 million in FY23; \$2 million in FY24, and \$1 million in FY25 for its portion of the required cost share to secure \$56 million for the region.

**NOW THEREFORE BE IT ENACTED** by the Northwest Arctic Borough Assembly as follows:

**Section 1. CLASSIFICATION.**

This is a non-code ordinance.

**Section 2. GENERAL PROVISIONS.**

The ordinance satisfies grant requirements for the Borough to submit a joint grant application with NANA Regional Corporation and the Kotzebue Electric Association for an ERA grant for a \$56 million dollar project: Solar PV, Battery Storage and Heat Pumps in Northwest Arctic Alaska and is made a matter of public record.

**Section 3. AUTHORIZATION AND APPROPRIATIONS.**

The Borough Assembly authorizes the Borough to submit a joint grant application with NANA and KEA to the OCED Energy Improvement in Rural or Remote Areas Program and authorizes the Borough's multi-year funding commitment for \$2 million in FY23; \$2 million in FY24, and \$1 million in FY25 for its portion of the required cost share to secure \$56 million for the region.

**Section 4. This ordinance will be effective upon enactment.**

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**

**First Reading: June 26, 2023**

**Second Reading: \_\_\_\_\_**

**NORTHWEST ARCTIC BOROUGH  
RESOLUTION 23-29**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY AUTHORIZING A PROFESSIONAL  
SERVICES AGREEMENT FOR LEGAL SERVICES WITH  
LANDYE BENNETT LLP, AND FOR RELATED PURPOSES.**

**WHEREAS:** Section 2.11(3) of the Northwest Arctic Borough Home Rule Charter provides that: “There shall be a Borough Attorney appointed by the Mayor and be subject to confirmation by the Assembly”; and

**WHEREAS:** Section 2.20.010 of the Borough Code provides that the Borough Attorney is appointed by the Mayor subject to confirmation by the Assembly; and

**WHEREAS:** Landye Bennett Blumstein LLP is the Borough Attorney, duly appointed and confirmed pursuant to the Borough Charter and Code; and

**WHEREAS:** the Mayor has determined that renewing the Borough Attorney contract on similar terms and conditions as the previous fiscal year is in the Borough’s best interest; and

**WHEREAS:** The FY24 Borough legal services budget and proposed contract reflect an appropriation for the work of the Borough Attorney to be divided in the contract as follows:

General Fund Legal Fees:	\$220,000
Village Improvement Fund:	\$ 25,000
<u>Reimbursable Expenses:</u>	<u>\$ 15,000</u>
NOT TO EXCEED	\$260,000

**WHEREAS:** the Borough budgeted funds for this contract under the Mayor’s Department Fund 01-02, Account #6450 and the Village Improvement Fund 02-00, Account #6450.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract in substantially the same form as accompanies this resolution for legal services with Landye Bennett Blumstein LLP for the 2024 Fiscal Year, for a total not to exceed contract amount of \$260,000.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**



**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

Contract No.: FY24-01                      Effective Date: July 1, 2023  
NAME OF CONTRACTOR: Landye Bennett Blumstein LLP  
EIN#: 93-0659437                      BUSINESS LICENSE #: 302337

SCOPE OF SERVICES: To provide legal services to the Northwest Arctic Borough in connection with the general business of the Borough, and to represent the Northwest Arctic Borough as its general counsel.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH (“NAB”), an Alaska Municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, and Landye Bennett Blumstein LLP, doing business in Alaska, whose address is 701 West Eighth Ave., Suite 1100, Anchorage, Alaska 99501, (the “Contractor”).

## **1. CONTRACTOR'S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (“Project”) more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contracting Officer. All change orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the change order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed change order signed by the Contracting Officer, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contracting Officer. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach Agreement after good faith negotiations, the Contracting Officer shall determine the appropriate credit or reduction by written decision.

1.4 Authorization. Contractor acknowledges that all changes in the scope of the project, services, and compensation must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent, or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services Agreement, duly executed and signed by the Contracting Officer. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that (a) no kickback, payment, gratuity, gift, contingent fee, or other financial benefit has been paid or received by Contractor and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project described in **Exhibit A**.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, joint venturer of NAB. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights hereunder, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain sub-Contractors or subcontractors in conjunction with the Project without the prior written approval of NAB.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in

part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **8. CONDITIONS PRECEDENT TO AGREEMENT**

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## **9. OWNERSHIP OF DOCUMENTS**

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## 10. TERMINATION

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than fifteen days' written notice of termination. Unless otherwise specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice and where otherwise permitted by the Alaska Rules of Professional Conduct for attorneys.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates the Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for a cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## 11. SUSPENSION OF WORK

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## 12. TAXES

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor, that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

### 13. ADDITIONAL PROVISIONS

13.1 Notices. Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire Agreement between NAB and the Contractor. It supercedes all prior oral and written understandings and Agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns and legal representatives.

13.3 No third-party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive, and NAB reserves the right to enter into separate Agreements directly with any contractor, supplier, or Contractor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contracting Officer for this contract. The singular includes the plural and the masculine, feminine, or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of moneys by NAB hereunder shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented first to the Contracting Officer for written decision. If the Contractor disputes a decision of the Contracting Officer, the Contractor shall request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contracting Officer's decision, whether the decision is communicated informally or in writing. The Contracting Officer shall issue his decision, or reconsideration decision, within 30 days of receiving the written request for review.

13.9.2 Unless the Mayor is the Contracting Officer, any request for review of the Contracting Officer's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contracting Officer's decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final, unless the Mayor has referred the matter to the Assembly, in which case the Assembly's decision shall be final.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, and delivered by facsimile or other electronic transmission, each of which, when executed, will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

Approved this \_\_\_\_ day of \_\_\_\_\_ 2023.

NORTHWEST ARCTIC BOROUGH

P.O. Box 1110  
Kotzebue, AK 99752

By: \_\_\_\_\_  
Dickie Moto, Sr.  
Date: \_\_\_\_\_

LANDYE BENNETT BLUMSTEIN LLP

701 W. Eighth Ave., Suite 1100  
Anchorage, AK 99501

By: \_\_\_\_\_  
Matt Mead  
Date: \_\_\_\_\_

CONTRACTING OFFICER:  
Position/Title: \_\_\_\_\_ Mayor  
Full Name: \_\_\_\_\_ Dickie Moto, Sr.

**EXHIBIT A**  
**SCOPE OF SERVICES AND SCHEDULE**

(1) SCOPE OF SERVICES. The work that the Contractor is required to perform consists of the following:

Provide legal services to the Northwest Arctic Borough in connection with the general business of the Borough, including additional work for the Village Improvement Commission, and to represent the Northwest Arctic Borough as the Borough Attorney and its general counsel. Contractor may also be hiring third-party consultants to assist the Borough while maintaining attorney-client confidentiality.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced effective on the 1st day of July 2023, and shall be completed not later than the 30<sup>th</sup> day of June 2024.

This schedule for completion ☐ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

☐ Contractor is not authorized to terminate for convenience.

☒ Contractor may terminate this Agreement upon 15 days' written notice of convenience consistent with the Alaska Rules of Professional Conduct for attorneys.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**



## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

**1. COMPENSATION METHOD.** NAB shall pay to Contractor as compensation for services actually rendered the following fee(s) (*select option 1A, 1B, or 1C*).

☐ **~~A. FIXED-FEE PER TASK~~**

Deliverable, Task Or Phase \_\_\_\_\_ Fixed Fee

\_\_\_\_\_ Contract Total: \$ \_\_\_\_\_

~~**A.1** Monthly progress payments shall be determined by percentage of completion of designated deliverables, tasks, or phases.~~

~~**A.2** The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☒ **B. HOURLY RATE (S)**

Matt Mead will be the attorney with primary responsibility for providing legal services to NAB and representing NAB as its general counsel. Contractor will provide services at the following rate:

Attorney	Rate
Mead, Matt	\$240
Need, Leslie	\$230
Crary, Anna	\$220
Camilleri, Richard	\$200
Iverson-Kaufman, Karl	\$230
Dunn, Kim	\$240
Blumstein, Phil	\$250
Other Partners	\$230
Other Associates	\$190

Matt Mead's normal hourly rate for other clients is \$425 per hour. From time to time, it will be necessary for other individuals (partner attorneys, associates, or paralegals) to work on NAB matters. In that event, NAB will be charged at that attorney or paralegal's lower hourly rate. Other attorneys in the Borough Attorney's law firm may provide specialized advice at higher rates on a limited basis. The hourly rates of individual attorneys are subject to change in the ordinary course of business, but total fees will not exceed the amount specified below, subject to change order.

Contractor expects that it may be necessary for the Borough Attorney to engage economists, mining consultants, and other professionals to assist NAB. Contractor will obtain the Mayor's preapproval for any third-party expenses.

<u>Type of Service</u>	<u>Estimated Blended Hourly Billing Rate</u>	<u>Estimated Total Fees</u>
General Direct Legal Services (Estimated Blended Rate)	\$210.00	\$220,000
Village Improvement Fund	\$210.00	\$ 25,000
Estimated Contract Amount:		<u>\$245,000</u>

NOT TO EXCEED AMOUNT FOR SERVICES: \$245,000

**B.1** All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in 1/10 hour increments.

**B.2** Estimated fees and costs are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or to perform work not requested or authorized by the Contracting Officer.

**B.3** The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

☐ **~~C. MONTHLY FEE~~**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies

\$ \_\_\_\_\_

\_\_\_\_\_ Est. Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_ NOT TO EXCEED AMOUNT FOR SERVICES: \$ \_\_\_\_\_

~~C.1 The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contracting Officer.~~

~~C.2 The monthly rate includes all overhead and profit of Contractor.~~

**2. REIMBURSABLE COSTS Check if NOT Applicable: ☐**

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows: Only the categories of expenses that are specifically authorized below shall be eligible for reimbursement.

All reimbursements must be itemized and supported by receipts and proper proof to be payable.

**2.1 Category: Travel**

√ If Authorized	TYPE OF COST	RESTRICTIONS
✓	Commercial air fare – lowest available fare	Anch: (18 @ \$650 ea.) (\$11,700 Total Air Fare)
	Charter air travel	N/A
	Local Village travel	N/A
✓	Hotel	15 # nights at \$219 each, NAB Direct Bill (\$3,285 Total Hotel)
	Car rental	# days at \$ _____ per day

**2.2 Category: Miscellaneous support and supplies**

√ If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	N/A
	In-house copies	N/A
✓	Extraordinary phone, copy and delivery	\$15
	Other Contractual Expert Advice	N/A

**Not to Exceed Subtotal this Category: \$ 15,000**

Contractor will charge NAB for actual costs of transportation, food, and lodging while Contractor is on NAB business, as well as extraordinary costs for postage, photocopying, teleconferencing, express delivery, and third-party or other extraordinary services. Contractor will not charge NAB for ordinary costs of routine postage, telephone, and copying.

Direct fees for the services of the Borough Attorney are estimated at \$245,000. Third-party consultant fees may be variable and will be deducted out of the fee estimate. Reimbursable travel expenses and costs are estimated at \$15,000.

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
<b>Not Applicable</b>		

**4. NOT TO EXCEED AMOUNT.** Unless and until Change Order is signed by Contractor and the Contracting Officer, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed:

**TOTAL NOT TO EXCEED AMOUNT: \$260,000**

**5. MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

**5.1 Invoice.** A statement of fees and costs will be sent to NAB monthly. The statement of fees and costs shall legibly itemize the tasks or deliverables addressed or completed and itemized reimbursed costs.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor within 15 days after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Advance payment.** NAB will not be required to make any advance payment of fees for general legal services. However, from time to time it may be necessary for NAB to make advance payments in order to pay extraordinary, unexpected fees and costs, such as may be necessary prior to any trial or to defray extraordinary transportation costs.

**5.4 Contractor's delay.** Any claim for payment for services or expenses submitted more than 60 days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.5 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph. In the unlikely event there is difficulty in paying Contractor's billings, or Contractor billings exceed the amount approved by NAB, Contractor would contemplate meeting with either the Mayor or Assembly as these circumstances require to discuss the issue. If questions of payment of Contractor's billings cannot be resolved, Contractor reserves the right to withdraw from representation consistent with the Alaska Rules of Professional Conduct for attorneys. If that were to become necessary, NAB agrees to cooperate and to execute any documents necessary to permit Contractor's withdrawal.

**5.6 Final Invoice.** Unless this Agreement is renewed, Contractor shall designate its final invoice as "*Final*," and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
6.1	Lawyers Professional Liability	\$10,000,000	\$ 50,000
6.2	General Liability	\$2,000,000	N/A
6.3	Statutory Workers' Compensation Protection	As required by law	N/A

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** Contractor serves at the pleasure of the Mayor. In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

**EXHIBIT C**  
**SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.
3. Contractor may from time to time communicate with NAB by email to provide timely and responsive service. The Alaska Bar Association requires Contractor to advise NAB that the confidentiality of unencrypted email is not assured. If NAB prefers, Contractor will communicate by more traditional means. NAB shall notify Contractor of its communication preference as circumstances may require.
4. The hourly rates of individual attorneys are subject to change in the ordinary course of business.
5. Notwithstanding any other provisions of this Agreement, NAB shall have the right to resolve any dispute regarding fees as permitted under the Alaska Bar Association Rules for Fee Dispute Resolution.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-30**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY APPROVING A PROFESSIONAL  
SERVICES AGREEMENT WITH GOLDENEYE MEDIA  
ALASKA, AND FOR RELATED PURPOSES.**

**WHEREAS:** the Borough has benefited from the assistance and expertise of Goldeneye Media Alaska and wishes to contract for continuing media and public relations services for FY24; and

**WHEREAS:** the Borough budgeted funds for this contract under the Mayor's Department Fund 01-02, Account #6400.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves a professional services agreement for FY24 with Goldeneye Media Alaska in an amount not to exceed \$70,000 in fees, and \$10,000 in reimbursable costs, for a total not to exceed contract amount of \$80,000, and authorizes the Mayor to execute any necessary documents required to execute the agreement.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

Contract No.: FY24-02 Effective Date: July 1, 2023  
NAME OF CONTRACTOR: Corey Mulder dba Goldeneye Media Alaska  
EIN# 47-4036394 Business License # 1016633

Purpose of Contract: Contractor will provide general media and public relations consulting services to NAB as detailed in this Agreement.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, an Alaska Municipal corporation (“NAB”), whose address is P.O. Box 1110, Kotzebue, Alaska 99572, and COREY MULDER DBA GOLDENEYE MEDIA ALASKA (the “Contractor”), whose address is 224 4<sup>th</sup> Street, Juneau, Alaska 99801.

**1. CONTRACTOR’S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (“Project”) more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contract Manager. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the Change Order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed Change Order signed by the Contract Manager, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contract Manager. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach agreement after good faith negotiations, the Contract Manager shall determine the appropriate credit or reduction by written decision.



1.4 Authorization. Contractor acknowledges that all changes in the scope of the Project, services, and compensation authorized under this Agreement must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent, or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services agreement duly executed and signed by the Contract Manager. Contractor agrees to comply with contracting formalities, and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that: (a) no kickback, payment, gratuity, gift, contingent fee, or other financial benefit has been paid or received by Contractor; and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained in this Agreement or otherwise communicated shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents, or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment, or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights under this Agreement, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain subcontractors in conjunction with the Project without NAB's prior written approval.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it

is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **8. CONDITIONS PRECEDENT TO AGREEMENT**

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## **9. OWNERSHIP OF DOCUMENTS**

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB, and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this Project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## **10. TERMINATION**

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than seven (7) days' written notice of termination. Unless otherwise

specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates this Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product, and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## **11. SUSPENSION OF WORK**

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## **12. TAXES**

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

## **13. ADDITIONAL PROVISIONS**

13.1 Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when

deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns, and legal representatives.

13.3 No third-party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive, and NAB reserves the right to enter into separate agreements directly with any contractor, supplier, or vendor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB”, it includes NAB or the Contract Manager for this contract. The singular includes the plural and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of funds by NAB under this Agreement shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented in writing first to the Contract Manager for written review. If the Contractor disputes a decision of the Contract Manager, the Contractor may request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contract Manager’s decision, whether the decision is communicated informally or in writing. The Contract Manager shall issue his or her decision, or reconsideration decision, within 30 days of receiving the written request for review or reconsideration.

13.9.2 Unless the Mayor is the Contract Manager, any request for review of the Contract Manager's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contract Manager's final decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final.

13.10 Execution in Counterpart and Facsimile. This Agreement may be executed in counterpart and by electronic signature. When executed by all parties the counterparts shall be considered a single document and all electronic signatures considered as originals.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

NAB: NORTHWEST ARCTIC BOROUGH

P.O. Box 1110  
Kotzebue, AK 99752

By: \_\_\_\_\_  
Dickie Moto, Sr., Mayor

Date: \_\_\_\_\_

CONTRACTOR: COREY MULDER DBA GOLDENEYE  
MEDIA ALASKA

224 4<sup>th</sup> Street  
Juneau, AK 99801

By: \_\_\_\_\_  
Corey Mulder

Date: \_\_\_\_\_

CONTRACT MANAGER:

Position/Title: \_\_\_\_\_

Full Name: \_\_\_\_\_

## EXHIBIT A

### **SCOPE OF SERVICES AND SCHEDULE**

- (1) SCOPE OF SERVICES. Contractor shall provide media and public relations consulting services on an as-needed basis.

Contractor is responsible for the following:

- **Monthly Written Reports.** Contractor shall provide verbal reports in person or via teleconference as requested by NAB. Reports should detail specific issues that Contractor is addressing on behalf of the Assembly and report on other issues relevant to NAB.
- **Media Advice and Advocacy.** Contractor shall advise NAB on all media-related issues, provide strategic analysis of matters affecting NAB interests, and advocate on behalf of NAB as authorized by NAB. Contractor shall provide a media strategy plan to the Mayor for approval prior to commencement of any media messaging. Contractor will update the Assembly monthly on any feedback (positive and negative) received from the messaging efforts.
- **Time-Sensitive Reporting.** In addition to reports, Contractor shall monitor and immediately advise the Assembly of any activity deemed to be important to NAB's interests and shall provide adequate notice of all such matters as may require a timely response, by phone, email, or other efficient means.
- **Website Updates.** Contractor will work with NAB staff to keep the NAB website updated and provide regular Facebook updates.

- (2) SCHEDULE. The work to be performed under this Agreement shall be commenced on July 1, 2023, and shall be completed not later than June 30, 2024.

This schedule for completion ☐ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

Time extensions or variations from this schedule must be requested from the Contract Manager designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contract Manager.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

☐ Contractor is not authorized to terminate for convenience.

☒ Contractor may terminate this Agreement on 30 days' written notice of convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**



## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

1. **COMPENSATION METHOD.** NAB shall pay Contractor the following fees as compensation for services actually rendered:

☐ **A. FIXED FEE PER TASK**

Deliverable, Task or Phase \_\_\_\_\_ Fixed Fee

~~A.1 The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☒ **B. HOURLY RATE(S) WITH CAP**

<u>Type of Service</u>	<u>Hourly Billing Rate</u>	<u>Est. # Hours</u>
Videography	\$150/hr	
Editor	\$180/hr	
Graphic Designer	\$130/hr	
Corey (general oversight and consulting)	\$88/hr	

Estimated Hourly Rate Total: \$70,000

NOT TO EXCEED AMOUNT FOR SERVICES: \$70,000

**B.1** All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in increments no greater than ¼ hour.

**B.2** Estimated hours are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur

unreasonable hours or to perform work not requested or authorized by the Contract Manager.

**B.3** The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

☐ **~~C. MONTHLY FEE~~**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies

\_\_\_\_\_ **Monthly Fee Total: \$0,000.00**

~~C.1~~ The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contract Manager.

~~C.2~~ The monthly rate includes all overhead and profit of Contractor.

**2. REIMBURSABLE COSTS.**

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

All reimbursements must be itemized and supported by receipts and proper proof to be payable.

**2.1 Category: Travel**

√ If Authorized	TYPE OF COST	RESTRICTIONS
√	Commercial air fare	Lowest available fare
	Charter air travel	
√	Local Village travel	
√	Hotel	Pre-authorized government rate
	Car rental	

## 2.2 Category: Miscellaneous support and supplies

√ If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	
√	Meals	Individual meals
	Printer or commercial copy center costs	
	OTHER:	
	OTHER:	

**Not to Exceed Subtotal this Category: \$10,000.00.**

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
N/A	N/A	N/A

**4. TOTAL NOT TO EXCEED AMOUNT.** Unless and until a Change Order is signed by Contractor and the Contract Manager, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed: **\$80,000.00**

**5. MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

**5.1 Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred. The invoice shall legibly be itemized by task. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, and hourly rate. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor within 30 days after Contractor's invoice is received by the Contract Manager or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late

invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
8.1	Professional Liability	N/A	N/A
8.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$100,000.00	N/A
8.3	Statutory Workers' Compensation Protection	As required by law	N/A
8.4	Auto Liability	N/A	N/A

**7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. This amount may be prorated. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**7.2 Final Invoice.** Contractor shall designate its final invoice as "*Final*," and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

## **EXHIBIT C**

### **SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

**NORTHWEST ARCTIC BOROUGH  
RESOLUTION 23-31**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY AUTHORIZING A PROFESSIONAL  
SERVICES AGREEMENT WITH ESPELIN & ASSOCIATES  
LLC TO PROVIDE ACCOUNTING SERVICES, AND FOR  
RELATED PURPOSES.**

**WHEREAS:** the Borough's FY23 contract with its accounting service provider, Espelin & Associates LLC (Sarah D. Espelin), expires on June 30, 2023; and

**WHEREAS:** the Borough has benefited from the assistance and expertise of Espelin & Associates for several years and wishes to contract for ongoing accounting support services; and

**WHEREAS:** the Borough budgeted funds for this contract under Administrative/Finance Department Fund 01-03, Account #6460; and

**WHEREAS:** the Borough wishes to execute a contract with Espelin & Associates LLC to provide accounting services for FY24.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract with Espelin & Associates LLC in substantially the same form as accompanies this resolution for accounting services in an amount not to exceed \$110,000 in fees and \$10,000 in reimbursable costs, for a total not to exceed contract amount of \$120,000.

**PASSED AND ADOPTED THIS 26th DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26th DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26th DAY OF JUNE 2023.**

**Stella Atoruk, Borough Clerk**

**ATTEST:**

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

Contract No.: FY24-03 Effective Date: July 1, 2023  
NAME OF CONTRACTOR: Espelin & Associates LLC  
EIN#: 20-8836304 BUSINESS LICENSE #: 99105

SCOPE OF SERVICES: To provide accounting services for the Northwest Arctic Borough Finance Department as further outlined in **Exhibit A**.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH ("NAB"), an Alaska Municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, ESPELIN & ASSOCIATES LLC, whose address is PO Box 11370, Trapper Creek, Alaska 99683, (the "Contractor").

## **1. CONTRACTOR'S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services ("Project") more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contracting Officer. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the change order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed change order signed by the Contracting Officer, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contracting Officer. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach Agreement after good faith negotiations, the Contracting Officer shall determine the appropriate credit or reduction by written decision.



1.4 Authorization. Contractor acknowledges that all changes in the scope of the project, services, and compensation must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent, or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services agreement, duly executed and signed by the Contracting Officer. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that: (a) no kickback, payment, gratuity, gift, contingent fee, or other financial benefit has been paid or received by Contractor; and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project described in **Exhibit A**.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, joint venturer of NAB. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights hereunder, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain subcontractors in conjunction with the Agreement without the prior written approval of NAB.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Agreement, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Agreement; provided that, any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it

is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts

## **8. CONDITIONS PRECEDENT TO AGREEMENT**

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## **9. OWNERSHIP OF DOCUMENTS**

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## 10. TERMINATION

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than fifteen (15) days' written notice of termination. Unless otherwise specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates the Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for a cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## 11. SUSPENSION OF WORK

NAB may suspend work under the Agreement in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## 12. TAXES

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor, that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

### 13. ADDITIONAL PROVISIONS

13.1 Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire Agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and Agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns and legal representatives.

13.3 No third party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive, and NAB reserves the right to enter into separate Agreements directly with any contractor, supplier, or Contractor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB”, it includes NAB or the Contracting Officer for this contract. The singular includes the plural, and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of moneys by NAB under this Agreement shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented first to the Contracting Officer for written decision. If the Contractor disputes a decision of the Contracting Officer, the Contractor shall request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contracting Officer's decision, whether the decision is communicated informally or in writing. The Contracting Officer shall issue a decision, or reconsideration decision, within 30 days of receiving the written request for review.

13.9.2 Unless the Mayor is the Contracting Officer, any request for review of the Contracting Officer's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contracting Officer's decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final, unless the Mayor has referred the matter to the Assembly, in which case the Assembly's decision shall be final.

Approved this \_\_\_\_ day of \_\_\_\_\_ 2023.

NORTHWEST ARCTIC BOROUGH

CONTRACTOR  
Espelin & Associates LLC

By: \_\_\_\_\_  
Mayor Dickie Moto, Sr.

By: \_\_\_\_\_  
Sarah D. Espelin

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTING OFFICER:

Position/Title: Treasurer

Full Name: Angie Sturm

## EXHIBIT A

### SCOPE OF SERVICES AND SCHEDULE

(1) SCOPE OF SERVICES. The work which the Contractor is required to perform consists of the following tasks as directed by NAB:

- Monthly grant reporting
- Review and reconcile revenue and expenditures in the general fund, special revenue fund, capital project fund, and debt service fund monthly
- Prepare monthly financial report for the Mayor and Assembly
- Reconcile all investments monthly and prepare the monthly report
- Review bank reconciliations for all bank accounts
- Assist with preparation of filing quarterly 941 and ESC reports
- Prepare and file all grant and contract financial reports and draw downs
- Prepare fiscal year audit
- Provide assistance to Treasurer and Controller as needed
- Prepare general fund budget ordinance and amendments
- Be available to attend the monthly assembly meeting
- Attend the Budget Audit and Finance Assembly Work Session as needed
- Monthly financial reporting using the Borough's Caselle government accounting software.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced effective on the 1<sup>st</sup> day of July 2023, and shall be completed not later than the 30<sup>th</sup> day of June 2024.

This schedule for completion ☐ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

*Schedule for Deliverables:*

<u>Date</u>	<u>Description of Deliverable</u>
-------------	-----------------------------------

***Not Applicable***

Time extensions or variations from this schedule must be requested from the Contracting Officer designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contracting Officer.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

☐ Contractor is not authorized to terminate for convenience.

☒ Contractor may terminate this Agreement upon thirty (30) days' written notice for convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**



## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

**1. COMPENSATION METHOD.** NAB shall pay to Contractor as compensation for services actually rendered the following fee(s) (*select option 1A, 1B, or 1C*).

☐ **A. ~~FIXED FEE PER SCOPE OF SERVICES UNDER THIS AGREEMENT~~**

Deliverable, Task Or Phase \_\_\_\_\_ Fixed Fee \_\_\_\_\_

\_\_\_\_\_ Contract Total: \$ \_\_\_\_\_

~~A.1 Monthly progress payments shall be determined by percentage of completion of designated deliverables, tasks, or phases.~~

~~A.2 The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☒ **B. HOURLY RATE(S) AND COSTS WITH CAP**

Individual Hourly Rates

Hourly Billing Rate

	In Office/	On Site
Sarah Espelin	\$175	\$190
David Freswick	\$160	\$175
June Freswick	\$160	\$175
Jim Sharpe	\$160	\$175
Linda Lund	\$90	\$100

Estimated Contract Amount: \$110,000

**B.1** All chargeable hours and fees must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in ¼ hour increments.

**B.2** Estimated hours and fees are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or costs or to perform work not requested or authorized by the Contracting Officer.

**B.3** The hourly rate includes overhead and profit of Contractor, costs for providing financial management services. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

☐ **C. MONTHLY FEE**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies \_\_\_\_\_  
 \$ \_\_\_\_\_  
 Est. Contract Amount: \$ \_\_\_\_\_  
 NOT TO EXCEED AMOUNT FOR SERVICES: \$ \_\_\_\_\_

~~**C.1** The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contracting Officer.~~

~~**C.2** The monthly rate includes all overhead and profit of Contractor.~~

**2. REIMBURSABLE COSTS** Check if NOT Applicable: ☐

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed under this Agreement, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

All reimbursements must be itemized and supported by receipts and proper proof to be payable.

**2.1 Category: Travel**

√ If Authorized	TYPE OF COST	RESTRICTIONS
✓	Commercial air fare	Anch: (1 @ \$650 ea.) Other: – lowest available fare.
	Charter air travel	N/A
	Local Village travel	N/A

✓	Hotel	2 # nights at \$219 each, \$438
	Car rental	# days at \$ ____ per day

**2.2 Category: Miscellaneous support and supplies**

√ If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	
	In-house copies	at ____ cents per copy
	Printer or commercial copy center costs	
✓	OTHER: per diem \$65/day	
	OTHER:	

**Not to Exceed Subtotal this Category: \$ 10,000.**

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
Not Applicable	N/A	N/A

**4. TOTAL NOT TO EXCEED AMOUNT.** Unless and until Change Order is signed by Contractor and the Contracting Officer, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed: **\$120,000.**

**5. MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

**5.1 Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred, within thirty days of performing the service or incurring the expense. The invoice shall legibly itemize the tasks or deliverables addressed or completed, and accurately state the percentage of total services completed at the time of the invoice. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, hourly rate, and the nature of the task addressed by each person. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor within fifteen (15) days after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**5.5 Final Invoice.** Unless this Agreement is renewed, Contractor shall designate its final invoice as "*Final*", and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

Insurance		Limit	Deductible Limit
6.1	Professional Liability	\$500,000	N/A
6.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$500,000	N/A
6.3	Statutory Workers' Compensation Protection	As required by law	N/A

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** Contractor serves at the pleasure of the Mayor. In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

**EXHIBIT C**  
**SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

**NORTHWEST ARCTIC BOROUGH  
RESOLUTION 23-32**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY AUTHORIZING A PROFESSIONAL  
SERVICES AGREEMENT WITH WENDY CHAMBERLAIN  
DBA LEGISLATIVE CONSULTANTS IN ALASKA FOR  
LOBBYING, AND FOR RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough has utilized the lobbying services of Wendy Chamberlain for many years and has benefited from her experience and expertise; and

**WHEREAS:** the Borough Assembly wishes to continue utilizing the services of Wendy Chamberlain and enter into a professional services agreement with Legislative Consultants in Alaska in an amount not to exceed \$80,000 for FY24; and

**WHEREAS:** the Borough budgeted funds for this contract under the Mayor's Department Fund 01-02, Account #6400.

**NOW THEREFORE BE IT RESOLVED:** that the Northwest Arctic Borough Assembly approves a professional services agreement in an amount not to exceed \$80,000 with Legislative Consultants in Alaska, and authorizes the Mayor to execute any necessary documents required to execute the agreement.

**PASSED AND ADOPTED THIS 26th DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26th DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26th DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**

# **PROFESSIONAL SERVICES AGREEMENT**

Contract No.: FY24-04 Effective Date: July 1, 2023  
NAME OF CONTRACTOR: Wendy Chamberlain dba Legislative Consultants in Alaska  
EIN# 92-1001571 Business License #: 907892

Purpose of Contract: Contractor will perform lobbying services for the Alaska State Legislature that will be coordinated with the NAB Assembly and the Borough Mayor.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, an Alaska Municipal corporation (“NAB”), whose address is P.O. Box 1110, Kotzebue, Alaska 99572, and WENDY CHAMBERLAIN DBA LEGISLATIVE CONSULTANTS IN ALASKA (the “Contractor”), whose mailing address 224 4<sup>th</sup> Street, Juneau, Alaska 99801.

## 1. CONTRACTOR'S SERVICES

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (“Project”) more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contract Manager. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the Change Order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed Change Order signed by the Contract Manager, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contract Manager. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach agreement after good faith negotiations, the Contract Manager shall determine the appropriate credit or reduction by written decision.

1.4 Authorization. Contractor acknowledges that all changes in the scope of the Project, services, and compensation authorized under this Agreement must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent, or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services agreement duly executed and signed by the Contract Manager. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that: (a) no kickback, payment, gratuity, gift, contingent fee, or other financial benefit has been paid or received by Contractor; and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project.



#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained in this Agreement or otherwise communicated shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents, or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment, or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights under this Agreement, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain subcontractors in conjunction with the Project without NAB's prior written approval.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it

is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **8. CONDITIONS PRECEDENT TO AGREEMENT**

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## **9. OWNERSHIP OF DOCUMENTS**

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB, and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this Project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## **10. TERMINATION**

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than seven (7) days' written notice of termination. Unless otherwise

specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates this Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product, and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## **11. SUSPENSION OF WORK**

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## **12. TAXES**

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

## **13. ADDITIONAL PROVISIONS**

13.1 Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when

deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns, and legal representatives.

13.3 No third-party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive and NAB reserves the right to enter into separate agreements directly with any contractor, supplier, or vendor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contract Manager for this contract. The singular includes the plural and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of funds by NAB under this Agreement shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented in writing first to the Contract Manager for written review. If the Contractor disputes a decision of the Contract Manager, the Contractor may request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contract Manager’s decision, whether the decision is communicated informally or in writing. The Contract Manager shall issue his or her decision, or reconsideration decision, within 30 days of receiving the written request for review or reconsideration.

13.9.2 Unless the Mayor is the Contract Manager, any request for review of the Contract Manager's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contract Manager's final decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final.

13.10 Execution in Counterpart and Facsimile. This Agreement may be executed in counterpart and by electronic signature. When executed by all parties the counterparts shall be considered a single document and all electronic signatures considered as originals.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

NAB: NORTHWEST ARCTIC BOROUGH

P.O. Box 1110  
Kotzebue, AK 99752

By: \_\_\_\_\_  
Dickie Moto, Sr., Mayor

Date: \_\_\_\_\_

CONTRACTOR: WENDY CHAMBERLAIN DBA LEGISLATIVE  
CONSULTANTS IN ALASKA

224 4<sup>th</sup> St.  
Juneau, AK 99801

By: \_\_\_\_\_  
Wendy Chamberlain

Date: \_\_\_\_\_

CONTRACT MANAGER:

Position/Title: \_\_\_\_\_ Mayor  
Full Name: \_\_\_\_\_ Dickie Moto, Sr.

## EXHIBIT A

### SCOPE OF SERVICES AND SCHEDULE

- (1) SCOPE OF SERVICES. Contractor shall provide lobbying services to the NAB Assembly as further outlined below in Section 2, and perform additional services as requested by NAB on an as-needed basis.
- (2) SCHEDULE. The work to be performed under this Agreement shall be commenced on July 1, 2023, and shall be completed not later than June 30, 2024.

This schedule for completion ☐ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

#### Description and Schedule for Deliverables:

Contractor is responsible for the following:

- **Monthly Written Reports.** Contractor shall provide monthly written reports prior to scheduled Assembly meetings and verbal reports in person or via teleconference as requested by the Assembly. Reports should detail specific issues that Contractor addressed on behalf of the Assembly and report on other issues relevant to NAB. Contractor shall identify, review, and analyze all State Legislative bills, resolutions, ballot issues, ballot questions, journals, votes, fiscal notes, and all relevant discourse pertaining to NAB.
- **Legislative Advice and Advocacy.** Contractor shall advise the Assembly on legislative matters, provide strategic analysis of matters affecting NAB interests, and advocate on behalf of NAB as authorized by NAB. Contractor shall provide assistance in establishing strategy, obtaining sponsors and cosponsors in each house for matters designated by NAB, and establishing and maintaining successful working relationships with the State legislative leadership.
- **Time-Sensitive Reporting.** In addition to monthly reports, Contractor shall monitor and immediately advise NAB of any activity deemed to be important to NAB's interests and shall provide adequate notice of all such matters as may require a timely response, by phone, email, or other efficient means.
- **Lobbying Reports.** Contractor shall be responsible for filing all lobbying reports, registrations, disclosures, or similar documents required under state or federal law, and timely advising NAB of any such documents that it must file in compliance with such laws.

- **Requested Updates.** Contractor will report on progress of the initiatives and issues for which it represents NAB as requested by the Assembly or designated NAB staff. These progress reports may be oral or written as from time to time directed by the Assembly or its designee. Contractor will work under the direction of the Borough Assembly and the Mayor.
- **Coordinated Lobbying.** Contractor shall coordinate its lobbying services with the Assembly and Mayor.

Time extensions or variations from this schedule must be requested from the Contract Manager designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contract Manager.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

- ☐ Contractor is not authorized to terminate for convenience.
- ☒ Contractor may terminate this Agreement on 30 days' written notice of convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**

## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

1. **COMPENSATION METHOD.** NAB shall pay Contractor the following fees as compensation for services actually rendered:

☐ **A. FIXED FEE PER TASK**

<u>Deliverable, Task or Phase</u>	<u>Fixed Fee</u>
Comprehensive website design and build with full functionality, spectrum of pages references in Communications Audit, and content assistance to be completed by January 31, 2013.	

Task Total: \$0,000.00

~~A.1—The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☐ **B. HOURLY RATE(S) WITH CAP**

<u>Type of Service</u>	<u>Hourly Billing Rate</u>	<u>Est. # Hours</u>
	<u>\$/hr</u>	<u>00</u>

Estimated Hourly Rate Total: \$0,000.00

NOT TO EXCEED AMOUNT FOR SERVICES: \$0,000.00

~~B.1 All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in increments no greater than 1/4 hour.~~



~~B.2 Estimated hours are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or to perform work not requested or authorized by the Contract Manager.~~

~~B.3 The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.~~

☒ **C. MONTHLY FEE**

<u>Monthly Rate</u>	<u># of periods to which rate applies</u>
\$6,666.66	12 Months

Monthly Fee Total: \$80,000.00

C.1 The estimated number of periods is provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contract Manager.

C.2 The monthly rate includes all overhead and profit of Contractor.

**2. REIMBURSABLE COSTS.**

~~The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows: (NOT APPLICABLE)~~

~~Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement. (NONE)~~

~~All reimbursements must be itemized and supported by receipts and proper proof to be payable.~~

**2.1 Category: Travel**

√ If Authorized	TYPE OF COST	RESTRICTIONS
	Commercial air fare	
	Charter air travel	
	Local Village travel	
	Hotel	

	Car rental	
--	------------	--

## 2.2 Category: **Miscellaneous support and supplies**

<b>√ If Authorized</b>	<b>TYPE OF COST</b>	<b>RESTRICTIONS</b>
	Long distance telephone	
	Meals	
	Printer or commercial copy center costs	
	OTHER:	
	OTHER:	

**~~Not to Exceed Subtotal this Category: \$N/A~~**

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
N/A	N/A	N/A

**4. TOTAL NOT TO EXCEED AMOUNT.** Unless and until a Change Order is signed by Contractor and the Contract Manager, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed:

**\$80,000.00**

**5. MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

**5.1 Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred. The invoice shall legibly be itemized by task. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, and hourly rate. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor within 30 days after Contractor's invoice is received by the Contract Manager or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
8.1	Professional Liability	N/A	\$N/A
8.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$ N/A	\$ N/A
8.3	Statutory Workers' Compensation Protection	As required by law	N/A
8.4	Auto Liability	N/A	

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. This amount may be prorated. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**7.2 Final Invoice.** Contractor shall designate its final invoice as "*Final*," and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

**EXHIBIT C**  
**SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-33

A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY ACCEPTING THE STATE OF ALASKA DEPARTMENT OF HEALTH DIVISION OF PUBLIC HEALTH FY23-24 HEALTHY AND EQUITABLE COMMUNITIES FUNDING AND AGREEMENT, AND FOR RELATED PURPOSES.

**WHEREAS:** the Northwest Arctic Borough Assembly is the governing body of the Northwest Arctic Borough; and

**WHEREAS:** the Assembly desires to ensure the safety and well-being of Borough residents in all of its communities; and

**WHEREAS:** the State of Alaska Department of Health, Division of Public Health (“State”) is providing funding to Alaskan local governments in support of creating and sustaining healthy and equitable communities through eligible projects and activities that emphasize high risk and underserved population groups, such as infrastructure projects that improve health outcomes in community response coordination and for future response capabilities; and

**WHEREAS:** current access to high-speed broadband internet in our region is generally limited to our schools and clinics, and is inaccessible to the public, leaving residents to operate slow and expensive internet services that limit capacity to participate in critical activities such as telemedicine and emergency response coordination; and

**WHEREAS:** the Borough sought and was awarded funding in the amount of \$127,863 to secure the equipment necessary to provide high-speed satellite internet at 8 municipal government offices, including hardware and one year of paid service, in the communities of Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noorvik, and Selawik; and

**WHEREAS:** the Borough will also provide the same service to unincorporated communities within the Borough, specifically, the community of Noatak; and

**WHEREAS:** the Borough Assembly wishes to accept the State’s FY23-24 Healthy and Equitable Communities funding and authorizes execution of the associated Memorandum of Agreement.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough accepts the FY23-24 Healthy and Equitable Communities funding in the amount of \$127,863 and authorizes the Mayor to execute all necessary documents required for acquisition and management of these funds, including the Memorandum of Agreement with the State of Alaska in substantially the same form as accompanies this resolution.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**

**NORTHWEST ARCTIC BOROUGH  
RESOLUTION 23-34**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY AUTHORIZING A CONTRACT  
WITH DEERSTONE CONSULTING, LLC FOR THE WATER  
AND SEWER PROJECT IN SELAWIK, AND FOR RELATED  
PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough Assembly is the governing body for the Northwest Arctic Borough; and

**WHEREAS:** the Northwest Arctic Borough is a home rule regional government and provides essential programs and services to improve the quality of life for all residents and their 11 communities; and

**WHEREAS:** on August 27, 2018, the Village Improvement Commission (“VIC”) passed Commission Resolution 18-02, approving and recommending \$610,500 for a water/sewer system rehabilitation project in Selawik (“Project”), which was subsequently approved by the Borough Assembly through Resolution 18-21; and

**WHEREAS:** the Project has been largely inactive since the Alaska Native Tribal Health Consortium’s withdrawal and the City of Selawik (“City”) requires assistance to complete the project; and

**WHEREAS:** NANA Regional Corporation (“NANA”) approved Village Economic Investment (“VEI”) Funds in the amount of \$500,000 to support this Project and intends to execute a Memorandum of Agreement with to Borough to pay these Project funds through a contract managed by the Borough and City; and

**WHEREAS:** the Borough wishes to provide the project management assistance needed to complete the Project by managing the contract to be paid through the remaining Village Improvement Funds (“VIF”) and VEI funds in a total amount not to exceed \$750,000; and

**WHEREAS:** in October 2022 DeerStone Consulting, LLC (“DeerStone”) conducted a site visit to evaluate the Project to identify the most effective strategy for completing the Project with the remaining funding and prepared a final report with recommendations for completing the project and detailed inspections from ANTHC of individuals’ homes and other sites within Selawik resulting in an amended project scope; and

**WHEREAS:** the Borough seeks to execute a professional services agreement with Deerstone Consulting LLC, through VIF funds to be paid by the Borough in an amount not to exceed \$250,000, and VEI funds paid by NANA in an amount not to exceed \$500,000, for a total contract amount not to exceed \$750,000; and

**WHEREAS:** the Borough wishes to execute a Memorandum of Agreement with the City of Selawik and NANA to outline the terms by which NANA will pay its VEI funds in an amount not to exceed \$500,000 against its portion of the Project invoices.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract in substantially the same form as accompanies this resolution for professional services with the City of Selawik and DeerStone Consulting, LLC for the Selawik Water and Sewer Project, to be paid from VIF funds in an amount not to exceed \$250,000, and VEI Funds in an amount not to exceed \$500,000, for a total contract amount not to exceed \$750,000; and

**BE IT FURTHER RESOLVED:** that the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a Memorandum of Agreement with the City of Selawik and NANA Regional Corporation to coordinate payment of the VEI Funds for this Project in a total amount not to exceed \$500,000.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**



## MEMORANDUM OF AGREEMENT

### BETWEEN THE NORTHWEST ARCTIC BOROUGH, CITY OF SELAWIK, AND NANA REGIONAL CORPORATION

**Section 1. Purpose.** This Memorandum of Agreement (this “Agreement”) is entered into this 1st day of July, 2023 (the “Effective Date”) between the Northwest Arctic Borough (“NAB”), NANA Regional Corporation, Inc. (“NANA”), and the City of Selawik (“Selawik”) (collectively the “Parties”) to set forth the terms for the Parties’ cooperative effort to complete the Selawik Water and Sewer Project (the “Project”).

**Section 2. Background.**

- A. NAB is the home rule regional government for Northwest Alaska.
- B. NANA is the Alaska Native Regional Corporation for Northwest Alaska and is owned by the more than 14,500 Iñupiat shareholders who live in or have roots in Northwest Alaska.
- C. Selawik is a municipal corporation and second-class city for the community of Selawik, Alaska.
- D. NAB and NANA have historically partnered to address regional needs that affect both NAB residents and NANA shareholders, including those in Selawik.
- E. The parties wish to collaborate to complete the Selawik Water and Sewer Project (the “Project”).
- F. The Project will complete the work approved through the Village Improvement Fund (“VIF”) Resolution 18-02 and NAB Assembly Resolution 18-21, and NANA Board of Directors Resolution 2022-42 for Village Economic Investment (“VEI”) funds. NAB and Selawik will contract with an independent contractor to complete the Project paid through \$250,000 of VIF funds paid by the NAB and \$500,000 of VEI funds paid by NANA. The NAB will serve as project manager to oversee the Project and to review and process invoices for both VIF and VEI funds. This Agreement outlines the procedures through which the NAB will review all Project invoices and submit invoices to NANA for payment through VEI funds.

**Section 3. NAB Responsibilities.**

- A. Funding. NAB will provide up to \$250,000 of Village Improvement Funds for the Project to pay eligible contractor invoices.
- B. Procurement and Contracting. NAB will negotiate and execute a contract with a qualified firm to complete the Project as outlined by the City of Selawik through the approved VIF and VEI project awards.

- C. Project Management. NAB's VIF Manager, Hiram Walker, will oversee the project work completed by the contractor and serve as the primary point of contact to the contractor and to the City of Selawik and NANA.
- D. Invoicing. NAB's VIF Manager will review all contract invoices for accuracy and approval for payment. This includes monthly invoices for services rendered and for any eligible reimbursable costs incurred, within thirty days of performing the service or incurring the expense. Invoices shall legibly itemize the tasks or deliverables addressed or completed, and accurately state the percentage of total services completed at the time of the invoice. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of contractor's invoice, receipt, or similar proof of payment. For payments made through a fixed fee per task, invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

NAB agrees to pay valid invoices from Contractor for eligible invoices to be paid from VIF funds within thirty (30) days after contractor's invoice is received, provided such invoice fully complies with all contract requirements and this Agreement.

NAB agrees to forward eligible invoices to be paid from VEI funds within thirty (30) days after Contractor's invoice is received for payment by NANA within thirty (30) days, provided such invoice fully complies with the requirements of the contract and this Agreement.

The parties will cooperate in good faith to review and pay all invoices in a timely manner. Any questions or challenges to an invoice will be made and responded to by either party as soon as possible.

#### **Section 4. NANA Responsibilities.**

- A. Funding. NANA will provide up to \$500,000 in Village Economic Investment ("VEI") Funds for the Project to pay eligible contractor invoices.
- B. Invoicing and Payment. NANA agrees to immediately review invoices to be paid from VEI funds within thirty (30) days after receipt from the Borough, provided such invoice fully complies with all contract requirements and this Agreement.

The parties will cooperate in good faith to review and pay all invoices in a timely manner. Any questions or challenges to an invoice will be made and responded to by either party as soon as possible.

**Section 5. Selawik Responsibilities.**

- A. Cooperation and Agreement. Selawik agrees to be an active partner in cooperating with this Project. The Mayor and City Administrator agree to be in regular contact with the NAB VIF Project Manager, Hiram Walker, to advise of the Project generally and to report any issues or concerns in a timely manner. Selawik agrees to the terms of this agreement, including that NAB will serve as project manager to oversee the Project and contract administration.
- B. Invoicing and Payment. Selawik agrees that NAB will review and approve all invoices related to this Project for payment by either NAB for VIF funds or NANA for VEI funds, and that all payments will be made directly to the contractor.

**Section 6. Term.** This Agreement will commence as of the Effective Date and will remain in effect through June 30, 2024, at which time the parties may renew the Agreement on similar terms and conditions for another term.

**Section 7. Miscellaneous.** Nothing in this Agreement 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 NAB, NANA, and Selawik. This Agreement 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 agreement. This Agreement may only be modified in writing by all parties.

NAB, NANA, and Selawik have executed this Agreement as of the Effective Date.

**NORTHWEST ARCTIC BOROUGH**

By: \_\_\_\_\_  
Dickie Moto, Sr., Mayor

**NANA REGIONAL CORPORATION**

By: \_\_\_\_\_  
John Lincoln, President and CEO

**CITY OF SELAWIK**

By: \_\_\_\_\_  
Kurt Oviok, Sr., Mayor

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

**Contract No.:** FY24-05 **Effective Date:** July 1, 2023  
**NAME OF CONTRACTOR:** Deerstone Consulting, LLC  
**EIN#** 47-4201084 **BUSINESS LICENSE #:** 1021997

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, ("NAB"), an Alaska Municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, and Deerstone Consulting, LLC (the "Contractor"), an Alaska limited liability company, whose address is 3200 Brookside Drive, Anchorage, AK, 99517 and the City of Selawik ("Selawik") an Alaska Municipal corporation and second class city, whose address is P.O. Box 99, Selawik, AK 99770.

**1. CONTRACTOR'S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (the "Project") more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contracting Officer. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the change order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed change order signed by the Contracting Officer, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contracting Officer. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach Agreement after good faith negotiations, the Contracting Officer shall determine the appropriate credit or reduction by written decision.

1.4 Authorization. Contractor acknowledges that all changes in the scope of the project, services, and compensation must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services Agreement, duly executed and signed by the Contracting Officer. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that (a) no kickback, payment, gratuity, gift, contingent fee or other financial benefit has been paid or received by Contractor and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project described in **Exhibit A**.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents, or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights hereunder, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain sub-contractors in conjunction with the Project without the prior written approval of NAB.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductibles and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of

indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts

## 8. CONDITIONS PRECEDENT TO AGREEMENT

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☐ *Contract \$75,000 or more or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☒ *Contracts under \$75,000 and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## 9. OWNERSHIP OF DOCUMENTS

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB and Selawik, and NAB and Selawik shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB and/or Selawik uses the Contractor's work products for other than this project, NAB and/or Selawik hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB and/or Selawik shall hold the copyright to any such work.

## 10. TERMINATION

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than fourteen (14) days written notice of termination. Unless otherwise specified, Contractor may terminate for convenience by providing the advance, written

notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable, a time provided for curing the default if the default is curable, and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates the Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## 11. SUSPENSION OF WORK

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## 12. TAXES

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

## 13. ADDITIONAL PROVISIONS

13.1 Notices. Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when



deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire Agreement between NAB, Selawik, and the Contractor. It supersedes all prior oral and written understandings and Agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor, Selawik, and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns and legal representatives.

13.3 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive and NAB reserves the right to enter into separate Agreements directly with any contractor or supplier for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contracting Officer for this contract. The singular includes the plural and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of moneys by NAB hereunder shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented first to the Contracting Officer for written decision. If the Contractor disputes a decision of the Contracting Officer, the Contractor shall request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contracting Officer’s decision, whether the decision is communicated informally or in writing. The Contracting Officer shall issue his decision, or reconsideration decision, within thirty (30) days of receiving the written request for review.

13.9.2 Unless the Mayor is the Contracting Officer, any request for review of the Contracting Officer's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contracting Officer's decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within thirty (30) days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional thirty (30) days. In any event, the Mayor's decision shall be final, unless the Mayor has referred the matter to the Assembly, in which case the Assembly's decision shall be final.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, and delivered by facsimile or other electronic transmission, each of which, when executed, will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

**NORTHWEST ARCTIC BOROUGH**

By: \_\_\_\_\_  
Dickie Moto, Sr., Mayor

Date: \_\_\_\_\_

**CITY OF SELAWIK**

By: \_\_\_\_\_  
Kurt Oviok, Jr., Mayor

Date: \_\_\_\_\_

**CONTRACTOR**

Deerstone Consulting, LLC

By: \_\_\_\_\_  
Brian Hirsch, Partner and CEO

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTING OFFICER:**

Position/Title: VIF Project Manager

Full Name: Hiram Walker

## **EXHIBIT A**

### **SCOPE OF SERVICES AND SCHEDULE**

#### **(1) BACKGROUND, SCOPE OF WORK & DELIVERABLES.**

##### **A. Background**

- i. In April 2020, the Alaska Native Tribal Health Consortium (ANTHC) initiated a Cooperative Project Agreement (CPA) with the City of Selawik to execute the Selawik Home Connection Project. This project utilized funding from the Village Improvement Fund (VIF) to perform infrastructure upgrades at the residential level to reduce the frequency and pervasiveness of water and sewer system freeze-ups. Due to challenges associated with COVID-19 and other project setbacks, the project has not yet been completed.
- ii. In October 2022 DeerStone Consulting conducted a site visit to evaluate the current status of the project, inventory the remaining purchased parts, and identify the most effective strategy for completing the project with the remaining funding. A final report with recommendations for completing the project and detailed inspections from ANTHC of individuals' homes and other sites within Selawik was submitted to the Northwest Arctic Borough in December 2022. Based on DeerStone's site visit and review of ANTHC's project documentation, DeerStone recommended that a contractor be hired to complete an amended Scope of Work (SOW).
- iii. In April 2023 DeerStone was invited to submit a fixed fee proposal to complete the recommended SOW that was included in the December 2022 report. This document contains the SOW and fixed fee budget for NAB's consideration.

##### **B. Scope of Work**

- i. DeerStone recommends focusing construction efforts on minimizing the number and size of leaks in the vacuum sewer system and installing service line circulating pumps for freeze protection.-Vacuum leaks have compounding negative effects on the system, causing the vacuum pumps to cycle more frequently, accelerating freezing events, increasing the number of vacuum sewer outages, and consuming more electricity, thus increasing operational costs. Minimizing the vacuum leaks will provide the greatest benefit to the system within the limitations of the project funding.

- ii. Most vacuum leaks occur at the connection to the main, inside arctic boxes, and at the home vacuum components. The most common causes of vacuum leaks in these locations are low quality flexible rubber couplings (no-hub couplings), faulty sump valves and controllers, and old vacuum toilet valves. To maximize the impact of available resources, DeerStone recommends focusing construction efforts on minimizing the number and size of leaks in the vacuum system and installing service line circulating pumps.
- iii. The overall project will be divided into phases according to the following table:

<b>Project Phases and Schedule</b>	
Project Phases	Proposed Schedule
Phase 1: Home Inspection	June – July 2023
Phase 2: Pre-Project Site Visit	July 2023
Phase 3: Material Procurement, Planning, and Project Mobilization	July-August 2023
Phase 4: Project Construction & De-mobilization	August – October 2023
Phase 5: Project Closeout	December 2023

- iv. The activities below specify the quantities of each home vacuum sewer component recommended to be replaced based on the site visit conducted in October 2022. At that time there was material in Selawik that was purchased for this project and it is assumed that material is still available for installation. The scope of work listed below includes utilizing the available owner furnished materials from the available inventory as well as purchasing additional components.
- v. Required Activities:
  - Install 67 sump valves and HP controllers
  - Install 67 vacuum toilet valve kits and push buttons
  - Install 27 water circulating pumps
  - Remove and replace 120 no-hub couplings with Metraflex 201 (or equivalent) couplings

<b>Inventory of Vacuum Components</b>	
<b>Inventory of Vacuum Components by DeerStone – Oct 2022</b>	
Toilet Valve Kit	43
Toilet Push Buttons	22
2" Vacuum Valve for Sump	32

HP Controller	3
<b>Inventory of Vacuum Components by ANTHC – Jan 2022</b>	
Toilet Valve Kit	110
Toilet Push Buttons	10
2" Vacuum Valve for Sump	81
HP Controller	101

<b>Recommended Vacuum Sewer Component Replacements</b>			
<b>Component</b>	<b>On-Site</b>	<b>Additional Required</b>	<b>Total Scope of Work</b>
Sump Valves	32	35	67
HP Controllers	3	64	67
Vacuum Toilet Kits	43	24	67
Vacuum Toilet Push Buttons	22	45	67
<b>Water Circulating Pumps</b>	2	25	27
<b>Metraflex 201 Couplings</b>	0	120	120

- vi. During the DeerStone site visit in October 2022, DeerStone conducted a home survey of 45 residential homes and 2 commercial buildings located on the island portion of Selawik. DeerStone did not inspect all homes in Selawik due to time and budgetary constraints. This project scope will complete the survey for the remaining homes as part of Phase 1 (Home Inspection). DeerStone will utilize this home survey to prioritize which homes shall receive improvements. The prioritized list shall be approved by the City of Selawik, Native Village of Selawik, and NAB before construction activities are initiated. In the event that the home inspection survey recommends additional improvements to the scope of work stated above, this contract may be amended with a change order agreed upon by Selawik and NAB.

### C. Project Team

The DeerStone team will be led by Max Goggin-Kehm PE and include Leah Olsen EIT, Tana Smith Mechanical Engineer, and others as needed. More information about our team can be found at [www.deerstoneconsulting.com](http://www.deerstoneconsulting.com)

#### D. Timeline

Activities can begin as soon as a contract is signed and this Scope of Work is approved. Construction work will require one full summer-fall cycle.

#### E. Budget

- a. Project will be completed on a firm fixed fee basis of \$750,000 according to the following Milestone/Deliverable table.

Milestone/Deliverable	Amount
1. Mutually sign Contract	\$100,000
2. Home Inspection and Home Priority List	\$100,000
3. Pre-Project Site Visit & Trip Report Complete	\$50,000
4. Material Procurement Complete	\$150,000
5. Mobilization of materials on-site, hiring of local personnel & Superintendant	\$150,000
6. Project Construction Complete; de-mobilization	\$100,000
7. NAB Site Inspection & Acceptance	\$100,000
<b>Total</b>	<b>\$750,000</b>

- b. DeerStone would be responsible for hiring and paying an on-site Project Superintendent and local labor. It is expected that four part-time jobs for local Selawik residents or others in nearby villages would be created during mobilization and construction over a summer-fall cycle. DeerStone will also be responsible for arranging local housing and transportation for the on-site Superintendent.
- c. Project funding will be paid from the from the Northwest Arctic Borough Village Improvement fund, paid by the Borough, in an amount not to exceed \$250,000 and from the NANA Regional Corporation (“NANA”) Village Economic Investment (“VEI”) Fund, paid by NANA, in an amount not to exceed \$500,000.

#### 4. Hold Harmless

A “Hold Harmless” clause that is signed by each homeowner will be necessary prior to construction activities on the individual home. This clause will serve as legal protection for DeerStone as well as NAB.

**Commented [MG1]:** I don't know if we need this in the proposal but I am thinking there will need to be 3 homeowner signatures....1. Enter home and conduct home survey. 2. Allow Deerstone to conduct the improvements. 3. Accept the improvements as-is.

This will probably be 2 separate documents. One for the home survey (which should need much liability coverage), and the 2nd for the proposed improvements and acceptance of work (this will have to have more robust legal protection).

#### (2) SCHEDULE.

The work to be performed under this Agreement shall be commenced on July 1, 2023 and shall be completed no later than June 30, 2024.

Time extensions or variations from this schedule must be requested from the Contracting Officer designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Borough Contracting Officer.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

☒ Contractor is not authorized to terminate for convenience.

☐ Contractor may terminate this Agreement on \_\_\_\_\_ (*seven [7] unless otherwise indicated*) days written notice of convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**

## **EXHIBIT B**

### **COMPENSATION, PAYMENT, AND INSURANCE**

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements, (6) Check appropriate options, (7) Initial each page.

**1. COMPENSATION METHOD.** NAB shall pay to Contractor as compensation for services actually rendered the following fee(s) (*select option 1A, 1B, or 1C*).

☒ **A. FIXED FEE PER TASK**

<b><u>Deliverable, Task Or Phase</u></b>	<b><u>Fixed Fee</u></b>
Mutually sign Contract	\$100,000
Home Inspection and Home Priority List	\$100,000
Pre-Project Site Visit & Trip Report Complete	\$ 50,000
Material Procurement Complete	\$150,000
Mobilization of materials on-site, hiring of local personnel & Superintendent	\$150,000
Project Construction Complete; de-mobilization	\$100,000
NAB Site Inspection & Acceptance	\$100,000
<i>Total</i>	<i>\$750,000</i>

Contract Total:      \$750,000

**A.1** Monthly progress payments shall be determined by percentage of completion of designated deliverables, tasks, or phases.

**A.2** The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.

☐ **B. HOURLY RATE(S) WITH CAP**

Type of Service                      Hourly Billing Rate                      Est. # Hours

**NOT TO EXCEED AMOUNT FOR SERVICES:\$**



~~B.1 All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in increments no greater than ¼ hour.~~

~~B.2 Estimated hours are provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or to perform work not requested or authorized by the Contracting Officer.~~

~~B.3 The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.~~

☐ **C. MONTHLY FEE**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies

\$ \_\_\_\_\_

\_\_\_\_\_ Est. Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_ NOT TO EXCEED AMOUNT FOR SERVICES: \$ \_\_\_\_\_

~~C.1 The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contracting Officer.~~

~~C.2 The monthly rate includes all overhead and profit of Contractor.~~

**2. REIMBURSABLE COSTS** *Check if NOT Applicable:* ☒

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

~~All reimbursements must be pre-approved in each Task Order and invoicing must be itemized and supported by receipts and proper proof to be payable.~~

~~2.1 Category: Travel~~

<del>✓If Authorized</del>	<del>TYPE OF COST</del>	<del>RESTRICTIONS</del>
<del>NONE</del>	<del>NONE</del>	<del>N/A</del>

~~2.2 Category: Miscellaneous support and supplies~~

<del>✓If Authorized</del>	<del>TYPE OF COST</del>	<del>RESTRICTIONS</del>
<del>NONE</del>	<del>NONE</del>	<del>N/A</del>

~~NOT TO EXCEED AMOUNT FOR REIMBURSABLES: \$ NONE~~

~~3. **ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:~~

<del>Hourly Rate</del>	<del>Position</del>	<del>Individual</del>
<del>Not Applicable</del>	<del>Not Applicable</del>	<del>Not Applicable</del>

4. **NOT TO EXCEED AMOUNT.** Unless and until Change Order is signed by Contractor and the Contracting Officer, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not exceed VIF funds in an amount not to exceed \$250,000 and VEI funds in an amount not to exceed \$500,000, and in total shall not exceed : **\$ 750,000.00.**

5. **MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

5.1. **Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred, within thirty days of performing the service or incurring the expense. The invoice shall legibly itemize the tasks or deliverables addressed or completed, and accurately state the percentage of total services completed at the time of the invoice. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, hourly rate, and the nature of the task addressed by each person. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of

Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor for eligible invoices to be paid from VIF funds within *thirty (30) days* after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement. NAB agrees to forward eligible invoices to be paid from VEI funds, pursuant to its Memorandum of Agreement with NANA, within *thirty (30) days* after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement. NANA shall make payment within *thirty (30) days* after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**5.5 Retainage.** In the event of performance issues NAB may, at its option, implement a retainage requirement as a condition of progress payments on the Project. In determining whether retainage shall be initiated, retained, or reinstated, the Contracting Officer shall consider the overall quality of Contractor's performance, and Contractor's timeliness, along with any material issues or problems arising out of Contractor's work. Retainage shall not exceed ten (10) percent of the amount of progress payments otherwise due and payable under this Agreement. Retainage shall be permitted until completion and acceptance of all work under the Agreement, except that if upon completion of fifty (50) percent of the work, the Contracting Officer determines that the Contractor's performance and progress are satisfactory, NAB may make remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, NAB may reinstate the retainage, up to ten (10) percent, until completion.

**5.6 Final Invoice.** Contractor shall designate its final invoice as "*Final*," and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final

invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within thirty (30) days, absent due cause for delay or dispute.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
6.1	Professional Liability	N/A	\$
6.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$500,000	\$1,000
6.3	Statutory Workers' Compensation Protection	As required by law	N/A
6.4	Auto Liability	N/A	N/A

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

## **EXHIBIT C**

### **SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

3. Project funding will be paid from the from the Northwest Arctic Borough Village Improvement fund through NAB Assembly Resolution 18-21, paid by the Borough, in an amount not to exceed \$250,000 and from the NANA Regional Corporation Village Economic Investment Fund through NANA Board of Directors Resolution 2022-42, paid by NANA, in an amount not to exceed \$500,000.

4. NAB shall serve as the Project Manager for this contract for all work, regardless of funding source. This includes the processing of invoices that are to be paid directly by the Borough through the \$250,000 in Village Improve Funds and invoices that are to be paid by NANA Regional Corporation through the \$500,000 in Village Economic Investment funds. The Borough shall coordinate the timely review and transmittal of invoices to be paid by NANA directly to the Contractor, pursuant to the terms of this agreement and its Memorandum of Agreement with NANA for this project.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-35**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY APPROVING A PROFESSIONAL  
SERVICES AGREEMENT WITH MCCLINTOCK LAND  
ASSOCIATES FOR CONSULTING, MAPPING, AND  
SURVEYING SERVICES RELATED TO THE BOROUGH'S  
MUNICIPAL LAND ENTITLEMENT, AND FOR RELATED  
PURPOSES.**

**WHEREAS:** in 2020, the Borough issued an RFP for land survey services related to the Borough's municipal entitlement and McClintock Land Associates' proposal offered the best combination of price and performance; and

**WHEREAS:** the Borough has been completing its municipal land entitlement from the State of Alaska with the assistance of McClintock Land Associates for over a decade; and

**WHEREAS:** the Borough has benefited from the assistance and expertise of McClintock Land Associates and wishes to contract for continued consulting, mapping, and surveying services for FY24 that include follow-up work for previous fieldwork; and

**WHEREAS:** the Borough budgeted funds for this contract under Planning Department Fund 01-05, Account #6400 in the amount of \$250,000.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves a professional services agreement with McClintock Land Associates in an amount not to exceed \$250,000, and authorizes the Mayor to execute any necessary documents required to carry out the agreement.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF JUNE 2023.**

---

**Stella Atoruk, Borough Clerk**

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

Contract No.: FY24-06 Effective Date: July 1, 2023  
NAME OF CONTRACTOR: McClintock Land Associates, Inc.  
EIN# 92-0138557 Business License # 123205

Purpose of Contract: Contractor will provide surveying and municipal land selection services as further described in Exhibit A.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, an Alaska Municipal corporation (“NAB”), whose address is P.O. Box 1110, Kotzebue, Alaska 99572, and MCCLINTOCK LAND ASSOCIATES, INC. (the “Contractor”), whose address is 16942 N. Eagle River Loop Road, Eagle River, Alaska 99577.

**1. CONTRACTOR’S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (“Project”) more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contract Manager. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the Change Order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed Change Order signed by the Contract Manager, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contract Manager. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach agreement after good faith negotiations, the Contract Manager shall determine the appropriate credit or reduction by written decision.



1.4 Authorization. Contractor acknowledges that all changes in the scope of the Project, services, and compensation authorized under this Agreement must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent, or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services agreement duly executed and signed by the Contract Manager. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that: (a) no kickback, payment, gratuity, gift, contingent fee or other financial benefit has been paid or received by Contractor; and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained in this Agreement or otherwise communicated shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents, or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment, or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights under this Agreement, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain subcontractors in conjunction with the Project without NAB's prior written approval.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it

is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **8. CONDITIONS PRECEDENT TO AGREEMENT**

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## **9. OWNERSHIP OF DOCUMENTS**

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB, and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this Project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## **10. TERMINATION**

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than seven (7) days' written notice of termination. Unless otherwise

specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates this Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product, and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## **11. SUSPENSION OF WORK**

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## **12. TAXES**

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

## **13. ADDITIONAL PROVISIONS**

13.1 Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when

deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and agreements. It may be amended, supplemented or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns, and legal representatives.

13.3 No third-party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive, and NAB reserves the right to enter into separate agreements directly with any contractor, supplier or Contractor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contract Manager for this contract. The singular includes the plural and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of funds by NAB under this Agreement shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented in writing first to the Contract Manager for written review. If the Contractor disputes a decision of the Contract Manager, the Contractor may request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contract Manager’s decision, whether the decision is communicated informally or in writing. The Contract Manager shall issue his or her decision, or reconsideration decision, within 30 days of receiving the written request for review or reconsideration.

13.9.2 Unless the Mayor is the Contract Manager, any request for review of the Contract Manager's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contract Manager's final decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final.

13.10 Execution in Counterpart and Facsimile. This Agreement may be executed in counterpart and by electronic signature. When executed by all parties the counterparts shall be considered a single document and all electronic signatures considered as originals.

Approved this \_\_\_\_ day of June 2023.

NAB:

NORTHWEST ARCTIC BOROUGH

P.O. Box 1110  
Kotzebue, AK 99752

By: \_\_\_\_\_  
Dickie Moto, Mayor

Date: \_\_\_\_\_

CONTRACTOR:

MCCLINTOCK LAND ASSOCIATES, INC.

16942 N. Eagle River Loop Road  
Eagle River, Alaska 99577

By: \_\_\_\_\_  
Bill McClintock, PLS, CFedS

Date: \_\_\_\_\_

CONTRACT MANAGER:

Position/Title: Director of Planning

Full Name: Clay Nordlum

## **EXHIBIT A**

### **SCOPE OF SERVICES AND SCHEDULE**

- (1) **SCOPE OF SERVICES.** The work which the Contractor is required to perform consists of the following:

The Contractor shall continue to work with the NAB Planning Department staff and the Alaska Department of Natural Resources (DNR) to complete the conveyance process for NAB's municipal land entitlements. This work includes the following activities:

1. Finalize the plats that are in the review process for the Kobuk municipal entitlement area, incorporating DNR's review comments, and submit the plats to DNR for recording. It is anticipated that this will be the final submittal to obtain DNR's approval of most or all of the Kobuk area plats.
2. Continue to review Patents for Municipal Entitlement lands that DNR provides to ensure they are correct.
3. Review status of State lands that are Borough selected to determine which ones have been patented to the State and are therefore available for the Borough to survey immediately. Discuss with DNR the possibilities of surveying lands for which the State has only Tentative Approval (TA) to determine if Contractor can begin the survey of those lands as well.
4. Utilize a Geographic Information System (GIS) to more easily keep track of the Borough selections, surveys, patents, priorities, etc. This will allow for preparation of exhibit maps for the Borough Land Committee and Assembly.
5. Provide recommendations to the NAB Land Committee and Assembly with respect to necessary steps to take in future years to move forward with the Borough's municipal entitlement program. This will involve meetings with Land Committee and/or Assembly as needed.
6. Initiate official Survey Requests for Instructions to the Alaska DNR.
7. If Survey Instructions have been received from DNR field survey work can be commenced in accordance with the Borough's priorities.

- (2) **SCHEDULE.** The work to be performed under this Agreement shall be commenced on July 1, 2023 and shall be completed not later than June 30, 2024.

This schedule for completion ☐ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

#### *Schedule for Deliverables:*

The Contractor shall provide monthly written reports and verbal reports as requested by the NAB Mayor, Planning Director, and/or Land Specialist regarding

activities conducted pursuant to the Agreement. As noted in Exhibit B, Section 4 (Total Not to Exceed Amount), the Contractor shall provide summaries of funding amounts already billed and remaining available amounts with each invoice.

Time extensions or variations from this schedule must be requested from the Contract Manager designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contract Manager.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:



Contractor is not authorized to terminate for convenience.



Contractor may terminate this Agreement upon 15 days' written notice of convenience consistent with the Alaska Rules of Professional Conduct for attorneys.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**



## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

**1. COMPENSATION METHOD.** NAB shall pay Contractor the following fees as compensation for services actually rendered:

☐ **A. FIXED FEE PER TASK**

Deliverable, Task or Phase \_\_\_\_\_ Fixed Fee

~~**A.1** The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☒ **B. HOURLY RATE(S) WITH CAP**

<u>Type of Service</u>	<u>Hourly Billing Rate</u>	<u>Est. # Hours</u>
------------------------	----------------------------	---------------------

Consulting	See attached Fee Schedule at <b><u>Exhibit D</u></b>	
------------	--	--

“Northwest Arctic Borough Fee Schedule –  
FY2022” From McClintock Land Associates,  
Inc. Dependent upon services provided.

**Funds not used for hourly rate fees may be applied to the  
Agreement reimbursable costs.**

Estimated Services Amount:      \$240,000.00

**B.1** All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in increments no greater than ¼ hour.

**B.2** Estimated hours are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or to perform work not requested or authorized by the Contract Manager.

**B.3** The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

☐ **~~C. MONTHLY FEE~~**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies  
\$ \_\_\_\_\_  
\_\_\_\_\_ **Monthly Fee Total: \$0,000.00**

~~**C.1** The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contract Manager.~~

~~**C.2** The monthly rate includes all overhead and profit of Contractor.~~

**2. REIMBURSABLE COSTS.**

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

All reimbursements must be itemized and supported by receipts and proper proof to be payable.

**2.1 Category: Travel**

<b>√ If Authorized</b>	<b>TYPE OF COST</b>	<b>RESTRICTIONS</b>
<b>X</b>	Commercial air fare	Lowest available fare
<b>X</b>	Charter air travel	
<b>X</b>	Local Village travel	
<b>X</b>	Hotel	Pre-authorized government rate
	Car rental	

## 2.2 Category: **Miscellaneous support and supplies**

<b>√ If Authorized</b>	<b>TYPE OF COST</b>	<b>RESTRICTIONS</b>
	Long distance telephone	
<b>X</b>	Meals	Individual meals
	Printer or commercial copy center costs	
<b>X</b>	State of AK Review and Recording Fees	
	OTHER:	

**Not to Exceed Subtotal this Category: \$10,000**

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
N/A	N/A	N/A

**4. TOTAL NOT TO EXCEED AMOUNT.** Unless and until a Change Order is signed by Contractor and the Contract Manager, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses **shall not, in total, exceed: \$250,000.00**

**5. MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

**5.1 Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred. The invoice shall legibly be itemized by task. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, and hourly rate. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

**5.2 Payment due date.** NAB agrees to pay valid invoices from Contractor within 30 days after Contractor's invoice is received by the Contract Manager or designee, provided such invoice fully complies with all requirements of this Agreement.

**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late

invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
8.1	Professional Liability	N/A	N/A
8.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$500,000.00	N/A
8.3	Statutory Workers' Compensation Protection	As required by law	N/A
8.4	Auto Liability	N/A	N/A

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. This amount may be prorated. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**7.2 Final Invoice.** Contractor shall designate its final invoice as "*Final*" and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

**EXHIBIT C**  
**SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

## EXHIBIT D FEE SCHEDULE



**McCLINTOCK LAND ASSOCIATES INC.**  
16942 N. Eagle River Loop Road  
Eagle River, Alaska 99577

Website: [www.mappingalaska.com](http://www.mappingalaska.com)

email: [contacts@mappingalaska.com](mailto:contacts@mappingalaska.com)

### STANDARD FEE SCHEDULE

**Charge** (Effective May 1, 2022. Subject to change without notice)

**Code**

**Rate  
per Hour**

#### PROFESSIONAL SERVICES - HOURLY FEES

##### FIELD CREWS

PC-RLS	Field Party Chief (RLS) with Standard Survey Equipment .....	\$ 140.00
PC	Field Party Chief with Standard Survey Equipment .....	\$ 125.00
STECH1	Field Survey Technician (Staff) .....	\$ 70.00
STECH2	Field Survey Technician (Senior) .....	\$ 94.00
PC-DB	Construction Party Chief (Davis-Bacon) with Standard Survey Equipment.....	\$ 140.00
ST-DB	Construction Survey Tech (Davis-Bacon) .....	\$ 100.00
LH	Local Hire Helper .....	\$ 60.00
TRAV	Travel or Standby by Surveyors & UAV Pilots .....	\$ 90.00
UAV	Unmanned Aerial Vehicle (Drone) Pilot with UAV .....	\$ 130.00

##### OFFICE

CAD1	Computer-Aided-Draftsman 1 (Junior) with AutoCad Workstation .....	\$ 60.00
CAD2	Computer-Aided-Draftsman 2 (Staff) with AutoCad Workstation.....	\$ 90.00
CAD3	Computer-Aided-Draftsman 3 (Senior) with AutoCad Workstation.....	\$ 105.00
MTECH3	Mapping Tech 3 (Senior) with ACAD & Aerial Mapping Software .....	\$ 130.00
CL-EXP	Admin/Clerical/Expediter .....	\$ 54.00
PLAN1 or GIS1	Land Planner or GIS Tech 1 (Junior) .....	\$ 60.00
PLAN2 or GIS2	Land Planner or GIS Tech 2 (Staff) .....	\$ 95.00
GIS3	GIS Tech 3 (Senior) .....	\$ 110.00
PLAN3	Land Planner 3 (Principal) .....	\$ 120.00
RLS1	Professional Land Surveyor – (Staff) .....	\$ 110.00
RLS2	Professional Land Surveyor – (Senior) .....	\$ 130.00
RLS3	Professional Land Surveyor - (Principal or Manager) .....	\$ 150.00

Reimbursable expenses are charged at cost unless otherwise specifically agreed upon. Meal Per Diem, in lieu of expense reimbursement, is normally \$75 per day per person, adjusted to reflect costs at a particular location. Subcontracts are charged at cost plus 5%.

**LOT SURVEYS in CHUGIAK, EAGLE RIVER, ANCHORAGE, KOTZEBUE, BETHEL - PAGE 2**

**SUBDIVISIONS, REPLATS, RECORDS OF SURVEY – PAGE 3.**

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

701 West 8th Avenue, Suite 1100, Anchorage, Alaska 99501  
(907) 276-5152 Facsimile: (907) 276-8433

EIN: 93-0659437

Northwest Arctic Borough  
Attn: The Controller  
P.O. Box 1110  
Kotzebue, AK 99752

June 16, 2023  
**Invoice No. 323986**

For Legal Services Rendered through May 31, 2023

CLIENT: 01040 - Northwest Arctic Borough

Matter	Fees	Expenses	Total
001 - General	18,334.00	990.40	19,324.40
005 - Assembly	108.00	0.00	108.00
292 - Energy	696.00	0.00	696.00
310 - VIF/VIC	96.00	0.00	96.00
Current Billing			<u><u>\$20,224.40</u></u>
Prior Balance			<u><u>\$47,352.95</u></u>
Amount Due			<u><u>\$67,577.35</u></u>

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

Re: 001 General

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/01/23	RAC	Call with A. Sturm regarding in-person meeting; revise new procurement forms and related memoranda; confer with M. Mead regarding same; meeting with A. Sturm to review proposed procurement and finance forms; revise forms based on meeting feedback	3.90	780.00
05/02/23	RAC	Emails with C. Hatch regarding public safety contract; revise new procurement and authority forms	0.80	160.00
05/02/23	MJM	Prepare exit interview form; email to J. Schaeffer for same	0.30	72.00
05/02/23	MJM	Conference with C. Gilmore to review Public Records Act requirements for capital improvement project documents; email to I. Mathiasson for same	0.20	48.00
05/03/23	MJM	Prepare community resolutions for Selawik public health emergency	0.70	168.00
05/03/23	RAC	Email to S. Schimmel regarding executed MMIP resolution; email to Mayor Moto and staff regarding employee training; confer with M. Mead regarding training	1.80	360.00
05/03/23	MJM	Phone calls with Administration regarding projects, contracts, grant reporting, and related issues	2.40	576.00
05/03/23	MJM	Emails to S. Atoruk regarding public notices; revise election notice	0.20	48.00
05/03/23	MJM	Email to I. Mathiasson regarding public records request and related requirements	0.20	48.00
05/03/23	MJM	Zoom meeting with J. King to review revenue projections	0.70	168.00



Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/04/23	RAC	Call with Mayor Moto regarding HR Matter and employee training; emails with J. Schaeffer regarding all-employee policy memos to new directors; confer with F. Westlake regarding equipment use policy; emails with C. Nordlum regarding RPO contract revisions; review and draft new RPO contract using NAB standard form agreements	2.70	540.00
05/04/23	MJM	Review and respond to email from J. Schaeffer regarding personnel procedure	0.20	48.00
05/04/23	MJM	Email to J. Evans regarding G. Peoples ASCHR complaint response; review draft response	0.30	72.00
05/05/23	RAC	Call and emails with A. Sturm and Mayor Moto regarding City of Kotzebue emergency/disaster relief fuel purchase; emails with H. Nelson and C. Hatch regarding fire department procurement and resolution; draft invitation to bid for VPSO vessel procurement	2.20	440.00
05/08/23	LRN	Review correspondence and code provisions regarding Borough travel and discuss same with R. Camilleri (no charge 0.2 of 0.4)	0.20	46.00
05/08/23	RAC	Emails with M. Will, C. Hatch, and P. Warner regarding vessel specifications for ITB; meeting with Mayor Moto regarding leave and remote work policies; emails with C. Nordlum regarding new contract for RPO professional contract and follow up questions and revisions; call with J. Schaeffer regarding employee leave and business travel procedures and associated shared calendars; draft memo to directors regarding updated policy for same (no charge 1.0 of 5.1)	4.10	820.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/09/23	RAC	Meeting with Mayor Moto regarding HR matters, staff training, director communications, updated policies and other matters; confer with S. Atoruk regarding resolutions for May Assembly meeting; review draft cooperating agreement between NAB and DOI/BLM regarding Ambler SEIS; meeting with Mayor Moto and A. Sturm regarding FY24 budget (no charge 1.0 of 4.9)	3.90	780.00
05/09/23	RAC	Finalize Phase Three PSA for Agnew::Beck contract for Public Safety Strategic Planning; revise draft invitation to bid for vessel procurement; email to A. Sturm regarding available FY23 donation balance	1.10	220.00
05/09/23	MJM	Review and respond to emails from Administration	0.30	72.00
05/10/23	RAC	Confer with M. Mead regarding HR matters; revise ITB for vessel purchase; emails with A. Sturm regarding FY24 budget and associate insurance coverage; emails with NSB J. Frantz regarding joint borough effort follow up items	0.90	180.00
05/10/23	MJM	Conference with R. Camilleri to review pending Borough project, personnel, and meeting issues; review related emails (no charge)	0.30	0.00
05/11/23	MJM	Meet with Administration to review budget	1.00	240.00
05/11/23	RAC	Budget meetings in Anchorage with Mayor Moto, N. Hadley, and A. Sturm, including discussions related to HR matters and FY24 Budget Retreat; emails with staff regarding procurement contracts; draft RSN 23-21 and RSN 23-22 (no charge 1.0 of 2.9)	1.90	380.00
05/11/23	MJM	Meet with Administration to review pending projects, contracts, FY24 budget, and related issues; numerous emails with staff and Administration for same (no charge 1.0 of 3.2)	2.20	528.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/12/23	RAC	Emails with J. Schaeffer and J. Frantz regarding joint meeting follow-up; coordinate with staff regarding budget retreat; finalize resolutions for Assembly meeting and transmit to Clerk and staff; meeting with Mayor Moto, N. Hadley, J. Schaeffer and A. Sturm regarding budget process, BAF, special meetings and budget retreat planning; emails with F. Westlake regarding Sulianich 2023 biennial report filing with State of Alaska and conduct board research; coordinate with C. Nordlum regarding Kivalina playground project and associated planning commission and Assembly approvals	3.20	640.00
05/12/23	MJM	Phone calls and emails to Administration regarding May-June meeting issues; meet with Mayor Moto for same	1.80	432.00
05/15/23	MJM	Review draft May meeting agendas; phone calls and emails to Administration regarding budget, contract, project, personnel, and related issues	3.10	744.00
05/15/23	RAC	Call with A. Sturm regarding FY24 budget; review draft BAF and meeting agendas; emails with I. Mathiasson regarding State of Alaska Healthy & Equitable Communities Grant; emails with C. Nordlum regarding planning commission approval of Kivalina lease; emails with client regarding local school contribution for FY24 budget; call with Mayor Moto regarding village travel and associated project; emails and messages with A. Sturm regarding FY24 education contribution	1.80	360.00
05/15/23	MJM	Review and revise DOE contract request; emails to E. Stephens for same; phone call with F. Westlake for same	0.30	72.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/16/23	RAC	Call with J. Schaeffer regarding HR matters, joint borough follow-up meeting, and travel schedules; emails with J. Schaeffer regarding HR matter; emails with C. Hatch regarding village travel and leases; review joint borough meeting notes and resolutions to identify follow up tasks and timelines	1.20	240.00
05/16/23	MJM	Phone call with Administration regarding personnel matter	0.20	48.00
05/17/23	RAC	Confer with J. Schaeffer regarding joint borough planning meeting, attend meeting with J. Frantz and T. Hepa regarding joint borough effort next steps, update to NSB Mayor's Office and Law Department regarding same; review FY23 caretakers agreement, emails with D. Ivanoff and staff for same	2.10	420.00
05/17/23	MJM	Prepare Buckland lease agreement for warm storage; review site control and legal description; email to C. Hatch for same	0.40	96.00
05/18/23	RAC	Emails with staff regarding Selawik water and sewer and warm storage projects; emails and video call with F. Westlake and J. Schaeffer regarding joint borough effort; finalize draft NSB action plan for same and transmit to both Boroughs; call with R. Warner regarding ITB for vessel purchase	2.80	560.00
05/19/23	RAC	Attend video call with Mayor Moto, F. Westlake, directors, and contractor, regarding Selawik water and sewer projects and VPSO projects; review upcoming VPSO and Public Safety/Services projects for Buckland and Noorvik as well; calls and emails with Mayor Moto, F. Westlake and J. Schaeffer regarding HR matter; draft HR documents for same matter; emails with H. Walker regarding Selawik water and sewer project; emails with J. Schaeffer, J. Frantz and staff regarding joint borough effort	3.20	640.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/22/23	RAC	Confer with M. Mead regarding HR matter, upcoming Assembly meeting, and Selawik water and sewer project; call with Mayor Moto; attend all staff meeting; review Assembly meeting materials; attend BAF meeting; call with A. Sturm regarding FY24 budget; meeting with Mayor Moto, N. Hadley, and A. Sturm regarding budget ordinances and school district support; review leases expiring in FY23	6.90	1,380.00
05/22/23	MJM	Phone calls with Mayor Moto, W. Chamberlain, and R. Camilleri to review pending personnel, project, contract, and meeting issues; review related emails	1.10	264.00
05/23/23	MJM	Phone call with R. Camilleri regarding pending budget, contract, and project issues (no charge)	0.20	0.00
05/23/23	RAC	Attend May Assembly meeting; meet with H. Walker regarding Selawik water & sewer project; meet with R. Warner regarding Shungnak waste heat for VPSO housing and warm storage; draft all employee memo regarding director supervision; meeting with G. Belamour and H. Walker regarding Kobuk water and sewer and potential permit requirements; confer with Mayor Moto and J. Schaeffer regarding budget and HR matters	6.10	1,220.00
05/24/23	RAC	Finalize HR employee memo and meet with F. Westlake for same, including review of multiple projects; confer with M. Mead regarding Assembly meeting items for June; revise invitation to bid for vessel purchase; call with Mayor Moto regarding HR matters and organization; emails with C. Hatch and staff regarding vessel ITB; emails with C. Nordlum regarding RPO support contract; revise vessel ITB and RPO support contract (no charge 1.0 of 4.9)	3.90	780.00
05/24/23	MJM	Phone call with Mayor Moto regarding personnel, contract, project, and budget issues; review and revise ITB, contract, and related emails	1.60	384.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
05/25/23	RAC	Emails with C. Nordlum, Mayor Moto, F. Westlake and staff regarding RPO contract; call with Mayor Moto regarding procurement and HR matters; confer with J. Schaeffer regarding staff meetings, calendaring, and planning; emails with contractor for RPO support contract; finalize draft contract for client review; emails with C. Hatch and staff to finalize VPSO ITB; confer with NWABSD regarding Buckland HVAC funding shortage; messages with Mayor Moto regarding Selawik water and sewer project	2.10	420.00
05/25/23	MJM	Teleconference with School District regarding Kivalina facilities; review related documents; phone call with Mayo Moto for same	1.00	240.00
05/25/23	MJM	Review and revise ITB for public safety vessel; emails with staff for same	0.60	144.00
05/25/23	MJM	Email to Mayor Moto regarding employee relocation policy; review Code for same	0.20	48.00
05/26/23	RAC	Confer with M. Mead regarding procurement matters; finalize and transmit RPO support contract; emails with S. Schacher for same; call with Mayor Moto regarding contracts and HR matters; review donation request for Mayor's office	1.30	260.00
05/26/23	MJM	Emails to Mayor Moto regarding organization donation request; review related Code requirements	0.20	48.00
05/29/23	MJM	Meet with C. Hatch to review Public Safety Department initiatives	1.00	240.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

**Professional Fees**

Date		Description	Hours	Amount
05/30/23	RAC	Call with Mayor Moto regarding Assembly Meeting matters, possible reschedule, joint borough meetings; prepare Assembly meeting items for June 7 special meeting; finalize and transmit supervisory memo to employees; emails with F. Westlake regarding HR matter; emails with A. Sturm, C. Jones and staff regarding resolutions for Kivalina heavy equipment; emails with C. Hatch and A. Sturm regarding Noorvik VPSO leases	3.30	660.00
05/30/23	MJM	Review and suggest revisions to draft PILT revenue analysis; emails to J. King for same; review PILT and related documents for same	1.40	336.00
05/30/23	MJM	Emails with staff and Administration regarding upcoming meetings, contacts, and personnel issues; review related documents	0.60	144.00
05/31/23	RAC	Call with S. Atoruk regarding Assembly meeting notices, agenda items, and public hearing; emails and phone call with NWABSD Attorney T. McMahon regarding old Kivalina school; calls and emails with A. Sturm, J. Hill and S. Atoruk regarding FY24 AMLJIA insurance proposals and premiums; correspond with C. Nordlum and staff regarding OTZ lease for Kivalina new school site; Emails with Mayor Moto and staff regarding final budget ordinance (no charge 1.0 of 4.6)	3.60	720.00

**Matter Rate Summary**

		Rate	Hours	Amount
RAC	Richard A. Camilleri	200.00	64.80	12,960.00
MJM	Matthew J. Mead	0.00	0.50	0.00
MJM	Matthew J. Mead	240.00	22.20	5,328.00
LRN	Leslie R. Need	230.00	0.20	46.00
<b>Total for Services</b>			<b>87.70</b>	<b>\$18,334.00</b>

**Disbursements and Expenses**

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

Date	Expenses	Amount
04/20/23	Travel Expense R. Camilleri flight from ANC to OTZ 05/07-05/09 conf #IDAEYA - Alaska Airlines Inc.	444.20
05/05/23	Travel Expense R. Camilleri 05/22-05/23 flight from ANC to OTZ conf #EANIHN - Alaska Airlines Inc.	444.20
05/05/23	Travel Expense R. Camilleri 05/08 flight from ANC to OTZ, change conf #IDAEYA - Alaska Airlines Inc.	70.00
05/23/23	Parking RAC 05/22-05/23 - RAC Parking	32.00
<b>Total Expenses</b>		<b>\$990.40</b>
<b>Total This Matter</b>		<b>\$19,324.40</b>
Prior Balance		42,639.95
<b>Amount Due</b>		<b>\$61,964.35</b>



LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

Re: 005 Assembly

**Professional Fees**

Date		Description	Hours	Amount
05/08/23	RAC	Call and emails with N. Hadley regarding travel policies and conflicts; analyze applicable code sections; confer with L. Need and M. Mead for same (no charge 0.3 of 0.6)	0.30	60.00
05/08/23	MJM	Phone call with N. Hadley regarding Borough Code requirements; review related email	0.20	48.00

**Matter Rate Summary**

		Rate	Hours	Amount
RAC	Richard A. Camilleri	200.00	0.30	60.00
MJM	Matthew J. Mead	240.00	0.20	48.00
<b>Total for Services</b>			<b>0.50</b>	<b>\$108.00</b>

<b>Total This Matter</b>	<b>\$108.00</b>
--------------------------	-----------------

Prior Balance	248.00
---------------	--------

<b>Amount Due</b>	<b>\$356.00</b>
-------------------	-----------------

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

Re: 292 Energy

**Professional Fees**

Date		Description	Hours	Amount
05/02/23	CKG	Research potential issues with public disclosure request for Shungnak power plant and solar	2.40	456.00
05/05/23	RAC	Review and finalize draft contract with Daylight Energy Services, LLC and transmit to client for signature	0.60	120.00
05/18/23	RAC	Draft, finalize, and transmit services contract for Ageto, LLC for Shungnak Microgrid	0.60	120.00

**Matter Rate Summary**

		Rate	Hours	Amount
RAC	Richard A. Camilleri	200.00	1.20	240.00
CKG	Casey K. Gilmore	190.00	2.40	456.00
<b>Total for Services</b>			<b>3.60</b>	<b>\$696.00</b>

<b>Total This Matter</b>	<b>\$696.00</b>
Prior Balance	1,897.00
<b>Amount Due</b>	<b>\$2,593.00</b>

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 323986

June 16, 2023

Re: 310 VIF/VIC

**Professional Fees**

Date		Description	Hours	Amount
05/10/23	MJM	Review and respond to email from H. Walker regarding Noatak project; review related award/project details	0.20	48.00
05/16/23	MJM	Teleconference with H. Walker and I. Mathiasson regarding Noatak administration/accounting	0.20	48.00

**Matter Rate Summary**

		Rate	Hours	Amount
MJM	Matthew J. Mead	240.00	0.40	96.00
<b>Total for Services</b>			<b>0.40</b>	<b>\$96.00</b>

<b>Total This Matter</b>	<b>\$96.00</b>
Prior Balance	2,568.00
<b>Amount Due</b>	<b>\$2,664.00</b>

Please return this page with remittance

to  
Landye Bennett Blumstein LLP - ANC  
701 West 8th Avenue  
Suite 1100  
Anchorage, Alaska 99501

Invoice No. 323986  
Bill Date: June 16, 2023  
Client Code: 01040  
Client Name: Northwest Arctic Borough

Total Fees 19,234.00  
Disbursements 990.40

<b>Current Billing</b>	<b><u>\$20,224.40</u></b>
<b>Prior Balance</b>	<b><u>\$47,352.95</u></b>
<b>Amount Due</b>	<b><u>\$67,577.35</u></b>

Amount enclosed: \_\_\_\_\_

Beth Palmatier

From: Alaska Airlines <alaska.it@alaskaair.com>  
Sent: Thursday, April 20, 2023 11:38 AM  
To: Beth Palmatier  
Subject: Receipt sent from alaskaair.com

Your receipt is below along with the following message:

Bill to 01040/001 - NAB



Traveler Information

Traveler	Seats **	Services Requested	Traveler Documentation
Name: Richard Camilleri			
MP#: Alaska Airlines 56443892 MVP® Gold   oneworld® Sapphire	17C, 6D		Enter required documentation
E-Ticket: 0272332525990			

\*\* Seat assignments are subject to change.

Flights

Flight confirmation code: IDAEYA

Flights		
Flight	Departs	Arrives
Flight 1 of 2 Alaska 153 Main (L)   1 stop   <a href="#">Details</a> --- First Class waitlisted --- Alaska 153 <a href="#">Distance</a> : 718 mi   Duration: 3h ours 4minutes	Anchorage (ANC) Sun, May 7 3:40 pm	Kotzebue (OTZ) Sun, May 7 6:44 pm
Flight 2 of 2 Alaska 54	Kotzebue (OTZ) Tue, May 9 12:44 pm	Anchorage (ANC) Tue, May 9 2:15 pm

Flights		
Flight	Departs	Arrives
Main (L)   Nonstop   <a href="#">Details</a> --- First Class waitlisted --- Alaska 54 <a href="#">Distance</a> : 546 mi   Duration: 1h ours 31minutes		

#### PRICE SUMMARY

**Flight Total for 1 passenger: \$444.20**

The VISA ending with \*\*\*\*\*9636 has been charged a total of USD \$444.20.

<b>Total per passenger</b>	<b>\$444.20</b>
<b>Fare</b>	<b>\$400.00</b>
Base fare	\$400.00
<b>Taxes and fees</b>	<b>\$44.20</b>
US psgr. facility charge	\$3.00
US Sept. 11 security fee	\$11.20
US transportation tax	\$30.00

Each ticket will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-888-345-3640.

#### **RULES & RESTRICTIONS**

##### **Flight**

- This ticket is **nonrefundable**.
- If you are unable to travel, you must notify us before the flight departs. If you do not, we will cancel your trip and your fare will not be available for future use.
- **Promotional discounts:** Discounts are not applicable to already purchased reservations.
- [View all fare rules](#)

##### **Change and cancellation**

- **For tickets purchased 24 hours or more prior to your scheduled departure time**, you may **also** cancel and refund it to the original form of payment **within 24 hours of the original purchase**.
- Additional fares and taxes may apply.
- Any changes and cancellations must be made prior to the scheduled departure time.

## Beth Palmatier

**From:** Alaska Airlines <alaska.it@alaskaair.com>  
**Sent:** Friday, May 5, 2023 11:57 AM  
**To:** Beth Palmatier  
**Subject:** Receipt sent from alaskaair.com

Your receipt is below along with the following message:

for RAC plz bill to 01040/001



## Traveler Information

Traveler	Seats **	Services Requested	Traveler Documentation
Name: Richard Camilleri MP#: Alaska Airlines 56443892 MVP® Gold   oneworld® Sapphire E-Ticket: 0272334034293	--, --		Enter required documentation

\*\* Seat assignments are subject to change.

## Flights

Flight confirmation code: **EANIHN**

Flights		
Flight	Departs	Arrives
Flight 1 of 2 Alaska 55 Main (L)   Nonstop   <a href="#">Details</a> --- First Class waitlisted --- --- Premium Class waitlisted --- Alaska 55 <a href="#">Distance</a> : 546 mi   Duration: 1h ours 34minutes	Anchorage (ANC) Mon, May 22 10:10 am	Kotzebue (OTZ) Mon, May 22 11:44 am

Flights		
Flight	Departs	Arrives
Flight 2 of 2 Alaska 153 Main (L)   Nonstop   <a href="#">Details</a> --- First Class waitlisted --- --- Premium Class waitlisted --- Alaska 153 <a href="#">Distance</a> : 546 mi   Duration: 1h ours 28minutes	Kotzebue (OTZ) Tue, May 23 7:43 pm	Anchorage (ANC) Tue, May 23 9:11 pm

#### PRICE SUMMARY

**Flight Total for 1 passenger: \$444.20**

The VISA ending with \*\*\*\*\*9636 has been charged a total of USD \$444.20.

Total per passenger	<b>\$444.20</b>
Fare	\$400.00
Base fare	\$400.00
Taxes and fees	\$44.20
US psgr. facility charge	\$3.00
US Sept. 11 security fee	\$11.20
US transportation tax	\$30.00

Each ticket will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-888-345-3640.

#### RULES & RESTRICTIONS

##### Flight

- This ticket is **nonrefundable**.
- If you are unable to travel, you must notify us before the flight departs. If you do not, we will cancel your trip and your fare will not be available for future use.
- **Promotional discounts:** Discounts are not applicable to already purchased reservations.
- [View all fare rules](#)

##### Change and cancellation

- **For tickets purchased 24 hours or more prior to your scheduled departure time**, you may also cancel and refund it to the original form of payment **within 24 hours of the original purchase**.
- Additional fares and taxes may apply.



## Beth Palmatier

**From:** Alaska Airlines <alaska.it@alaskaair.com>  
**Sent:** Friday, May 5, 2023 11:49 AM  
**To:** Beth Palmatier  
**Subject:** Receipt sent from alaskaair.com

Your receipt is below along with the following message:

Flight change, one less day. 01040/001



## Traveler Information

Traveler	Seats **	Services Requested	Traveler Documentation
Name: Richard Camilleri			
MP#: Alaska Airlines 56443892 MVP® Gold   oneworld® Sapphire	11D^, 6D		Enter required documentation
E-Ticket: 0272334033966			

\*\* Seat assignments are subject to change.

^ We were unable to fulfill your original request. This was substituted with the next best available.

## Flights

Flight confirmation code: IDAEYA

Flights		
Flight	Departs	Arrives
Flight 1 of 2 Alaska 55 Main (H)   Nonstop   <a href="#">Details</a> --- First Class waitlisted --- --- Premium Class waitlisted --- Alaska 55 <a href="#">Distance</a> : 546 mi   Duration: 1h ours 34minutes	Anchorage (ANC) Mon, May 8 10:15 am	Kotzebue (OTZ) Mon, May 8 11:49 am

Flights		
Flight	Departs	Arrives
Flight 2 of 2 Alaska 54 Main (L)   Nonstop   <a href="#">Details</a> --- First Class waitlisted --- Alaska 54 <a href="#">Distance</a> : 546 mi   Duration: 1h ours 31minutes	Kotzebue (OTZ) Tue, May 9 12:44 pm	Anchorage (ANC) Tue, May 9 2:15 pm

#### PRICE SUMMARY

##### Flight Total for 1 passenger

The VISA ending with \*\*\*\*\*9636 has been charged a total of USD \$70.00.

Airfare for Richard

Camilleri:

New Purchase \$514.20

Previous Purchase -\$444.20

Amount charged: \$70.00

Description	Fare	Taxes, fees and charges	Subtotal
-------------	------	-------------------------	----------

Airfare for Richard Camilleri :	\$465.12	\$49.08	\$514.20
---------------------------------	----------	---------	----------

##### New ticket total per passenger

**\$514.20**

Fare

\$465.12

Base fare

\$465.12

Taxes and fees

\$49.08

US psgr. facility charge

\$3.00

US Sept. 11 security fee

\$11.20

US transportation tax

\$34.88

Each ticket will be a separate charge on your credit card statement.

For additional assistance with your reservation, call us at 1-888-345-3640.

#### RULES & RESTRICTIONS

##### Flight

- This ticket is **nonrefundable**.

01040-001

RECEIPT

405614052321092023

Entry Time 05/22/23 09:01  
Exit Time 05/23/23 21:09  
Duration 1d 12h 8m  
Ticket # 63287  
Short Term-2023 \$ 32.00

Total:\$ 32.00

Anchorage International Airpor  
5000 W Intl Airport Rd

\*-----EFTPOS-----\*  
TERMINAL \*\*\*\*\*7276  
24 May 23 01:09  
VISA CONTACTLESS  
AID A0000000031010  
APP LABEL VISA CREDIT  
CARD \*\*\*\*\*9636  
PAN SEQ Number 01  
RRN 000734533281  
AUTHORISATION 098960  
REFERENCE 106585  
PURCHASE USD32.00  
TOTAL USD32.00

APPROVED

NO CARDHOLDER VERIFICATION