

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 15-07**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY APPROVING A MUTUAL AID  
EMERGENCY ASSISTANCE AGREEMENT WITH THE NORTH  
SLOPE BOROUGH AND FOR RELATED PURPOSES**

**WHEREAS:** the North Slope Borough (NSB) and Northwest Arctic Borough (NAB) have a historically enjoyed a close and cooperative relationship; and

**WHEREAS:** both NSB and NAB maintain equipment, stock materials, and employ skilled personnel able to respond to emergencies; and

**WHEREAS:** both NSB and NAB are willing, under certain conditions, to assist each other in the event that one of the Boroughs declares an emergency; and

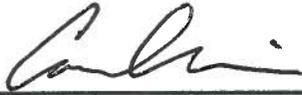
**WHEREAS:** NSB and NAB wish to enter into a Mutual Aid Emergency Assistance Agreement under which NSB and NAB will work together to provide supplemental personnel, equipment, materials, and other forms of support during an emergency; and

**WHEREAS:** participation in the Mutual Aid Emergency Assistance Agreement is voluntary and subject to the respective borough's ability and availability to respond; and

**WHEREAS:** under § 1.12.010(B) of the Northwest Arctic Borough Code, the Borough may enter into cooperative agreements with state, federal, or local governments; and

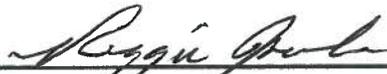
**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves participation in the Mutual Aid Emergency Assistance Agreement with the North Slope Borough in substantially the same form as accompanies this resolution.

**PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF JANUARY 2015.**



**Carl Weisner, Assembly President**

**PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF JANUARY 2015.**



**Reggie Joule, Mayor**

**SIGNED AND ATTESTED TO THIS 27<sup>th</sup> DAY OF JANUARY 2015.**

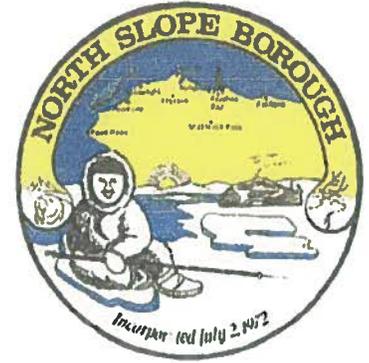
 *for*  
**Stella Atoruk, Borough Clerk**

**ATTEST:**



**NORTH SLOPE BOROUGH**  
**Department of Administration & Finance**  
**Risk Management**

PO Box 69  
Barrow, Alaska 99723  
Phone: 907-852-0248  
Fax: 907-852-0356



**MEMORANDUM**

To: Charlotte E. Brower, Mayor

Through: Jacob Adams, CAO

Lauren Berdow, Borough Attorney *LB*

Rob Elkins, Director of Administration and Finance *RE*

Mark Hermon, Deputy Director of Administration and Finance *MH*

Frederick Brower, Risk Manager *FB*

From: James Kiloni, Disaster Coordinator *JK*

Date: December 15, 2014

Re: Mutual Aid Emergency Assistance Agreement with the Northwest Arctic Borough

For your review and consideration for implementation is the Mutual Aid Emergency Assistance Agreement with the Northwest Arctic Borough. This agreement has been reviewed by both legal departments and both Boroughs have expressed a mutual interest in the establishment of an Mutual Aid Agreement to facilitate and encourage Emergency Assistance between the Boroughs and in the event of an emergency, each Borough may need Emergency Assistance in the form of supplemental personnel, equipment, materials, or other support and each Borough owns and maintains equipment, stocks materials, and employs trained personnel for a variety of public services and is willing, under certain conditions, to lend its supplies, equipment, and services to the other Borough in the event of a declared emergency and the proximity of the Boroughs to each other enables them to effectively provide Emergency Assistance to each other in consideration of the mutual covenants and agreements set forth in this Agreement. If this agreement is approved and accepted by the North Slope Borough the Northwest Arctic Borough Department of Public Services will present this for their formal approval process to their respected Assembly Members at the next NWAB Assembly Meeting held in January.

Please contact me at X248 if you have any questions or concerns with our request.

# **Mutual Aid Emergency Assistance Agreement**

This MUTUAL AID AGREEMENT (the "Agreement") is made and entered into by the North Slope Borough and the Northwest Arctic Borough (individually, the "Borough," and collectively, the "Boroughs") to enable them to provide Emergency Assistance to each other during times of declared emergency.

**WHEREAS**, the Boroughs have expressed a mutual interest in the establishment of an Mutual Aid Agreement to facilitate and encourage Emergency Assistance between the Boroughs; and

**WHEREAS**, in the event of an emergency, each Borough may need Emergency Assistance in the form of supplemental personnel, equipment, materials, or other support; and

**WHEREAS**, each Borough owns and maintains equipment, stocks materials, and employs trained personnel for a variety of public services and is willing, under certain conditions, to lend its supplies, equipment, and services to the other Borough in the event of a declared emergency; and

**WHEREAS**, the proximity of the Boroughs to each other enables them to effectively provide Emergency Assistance to each other.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, each Borough agrees as follows:

## **Article I - APPLICABILITY.**

This Agreement applies to declared emergencies in the Northwest and North Slope Boroughs. Execution of this Agreement by a Borough will occur when each Borough approves and executes a copy of this Agreement.

## **Article II - DEFINITIONS.**

- A. Assistance Costs means any direct equipment costs and the labor costs that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. The Lender is expected to absorb the total labor costs for assistance that takes less than eight (8) hours, and is expected to absorb the first eight (8) hours of labor costs in an extended event. The labor costs, including overtime costs, will be absorbed by the Lender, until

the borrower uses any asset for more than eight (8) hours, at which time the costs of human and material resources will be incurred by the Borrower. For this Agreement, the time begins when the lending agency agrees to provide resources. Further agreements regarding costs appear in Article XII, Personnel Loans.

- B. **Borrower** means a Borough who has adopted, signed and subscribed to this Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Agreement.
- C. **Contact Person(s)** means the person or persons designated by each Borough to request Emergency Assistance from or grant Emergency Assistance to another Borough pursuant to the terms of this Agreement.
- D. **Borough** means an entire Borough government. Though the point of contact for this Agreement is the Director of Emergency Management, all functions or departments of Borough Governments are implicated in this Agreement, as Emergency Assistance could be provided by any function or department, including, but not limited to Law Enforcement, Public Works, and Information Services.
- E. **Emergency** includes, but is not limited to, a human-caused or other natural event or circumstance within the boundaries of either Borough, causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; this event being or likely to be beyond the capacity of either affected Borough or Boroughs, in terms of personnel, equipment, and facilities, thereby requiring Emergency Assistance.
- F. **Emergency Assistance** means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal government services when such service has been disrupted by an Emergency and Emergency Assistance from the other Borough is necessary or advisable, as determined by the requesting Borough.
- G. **Emergency Contact Information Form** is the form to be submitted to the Directors of Emergency Management by each Borough that lists names, addresses, and 24-hour phone numbers of the Contact Person(s) of each Borough. Alternatively,

the phone number of a dispatch office staffed 24 hours per day that is capable of contacting the Contact Person(s) is acceptable.

- H. Lender means a Borough who has subscribed to this Agreement and has agreed to deliver Emergency Assistance to the other Borough pursuant to the terms and conditions of this Agreement.
- I. Mutual Aid Agreement means this Agreement executed in identical counterparts which bind the executing Borough to its terms and conditions to provide and receive Emergency Assistance. To be effective for purposes of receiving Emergency Assistance, this Agreement must be fully executed and received by the Subscribing Borough's Director of Emergency Management.
- J. Termination Date is the date upon which this Agreement terminates pursuant to Article V.

### **Article III - PARTICIPATION.**

Participation in this Agreement is purely voluntary and at the sole discretion of the requested Lender. No Borough shall be liable to the other Borough for, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement. However, Boroughs who execute this Agreement are expected to:

- A. Ensure that other Borough has their Borough's current Emergency Contact Information.
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.
- C. Exercise its best good faith efforts to implement the terms of this Agreement.

### **Article IV - ROLE OF DIRECTOR OF EMERGENCY MANAGEMENT OF BOROUGHES.**

The Boroughs agree that individual Directors of Emergency Management can serve as the representative of the Boroughs in any meeting to work out the language or implementation issues of this Agreement.

The Director of Emergency Management or designee of each Borough shall:

- A. Participate in any meetings convened on the implementation of this Agreement, provided however, that a Director's presence is not required at those meetings that do not concern the implementation regarding the Director's Borough.
- B. Obtain and communicate to relevant Borough departments the discussion items and decisions of the meeting.
- C. Maintain a manual containing the master copy of this Agreement (as may be amended).
- D. Provide each Borough with copies of the Emergency Contact Information Forms provided by each Borough.
- E. Maintain checklists to in the planning details associated with being a Borrower or Lender under the terms of this Agreement.

**Article V - TERM AND TERMINATION.**

- A. This Agreement is effective upon execution by the Boroughs.
- B. Either Borough may terminate this Agreement for any reason upon 30 days' written notice to the other party.

**Article VI - PAYMENT FOR SERVICES AND ASSISTANCE.**

Borrower shall pay Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice for all of the Emergency Assistance services provided by the Lender. In the event that Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

**Article VII - INDEPENDENT CONTRACTOR.**

Lender shall be and operate as an independent contractor of Borrower in the performance of any Emergency Assistance. Employees of Lender shall at all times while performing Emergency Assistance continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who perform Emergency Assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in

Article XII. In no event shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Borrower under or by virtue of this Agreement.

#### **Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.**

Requests for Emergency Assistance shall be directed to the designated contact person(s) on the contact list provided by each Borough. The extent to which the Lender provides any Emergency Assistance shall be at the Lender's sole discretion. In the event that the Emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

#### **Article IX - GENERAL NATURE OF EMERGENCY ASSISTANCE.**

Emergency Assistance will be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of this Agreement shall not create any duty to respond on the part of any Borough. A Borough shall not be held liable for failing to provide Emergency Assistance. A Borough has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed" with reimbursement and terms of exchange varying with the type of resource as defined in Articles X through XII. The Boroughs recognize that time is critical during an emergency and diligent efforts will be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available.

#### **Article X – EQUIPMENT LOANS.**

At the sole discretion of the Lender, equipment may be made available upon request of a Borough. The Borrower may orally request loans of equipment, but shall document the request in writing at the earliest opportunity in light of the exigencies of the Emergency. The first eight (8) hours of use will be without cost to the Borrower, after which use of equipment, such as construction equipment, road barricades, vehicles, tools, pumps and motors, shall be at the Lender's actual cost, their current equipment rate, or if no written rates have been established, at the hourly operating costs set forth in an **industry standard publication** as selected by the Directors of Emergency Management, or as mutually agreed between Borrower and Lender. Equipment and tool loans are subject to the following conditions:

1. At the option of the Lender, loaned equipment may be loaned with an operator. See Article XII for terms and conditions applicable to use of borrowed personnel.
2. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.
3. Borrower shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment. The Borrower will take proper precaution in its operation, storage and maintenance of Lender's equipment. Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is," with no representations or warranties as to its condition or fitness for a particular purpose.
4. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to the Borrower. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
5. Without prejudice to a Lender's right to indemnification under Article XIV, in the event that loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing the damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment, which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than parties to this Agreement who may be responsible in whole or in part for damage to the equipment. Borrower shall not be liable for damage caused by the sole negligence of Lender's operator(s).

## **Article XI - EXCHANGE OF MATERIALS AND SUPPLIES.**

The Borrower may orally request the loan of materials and supplies, but shall document the request in writing at the earliest opportunity in light of the exigencies of the emergency. Borrower shall reimburse Lender in kind or at Lender's actual replacement cost, plus handling charges, for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Borrower and Lender. Other reusable materials and supplies which are returned (unused) to Lender in clean, damage-free condition shall not be charged to the Borrower, and no rental fee will be charged. Lender shall determine whether items returned are "clean and damage-free" and items shall be treated as partially consumed or non-returnable materials and supplies if an item is found to be damaged.

## **Article XII – PERSONNEL LOANS.**

Lender may, at its option, make such employees as are willing to participate available to Borrower. The Borrower may orally request the loan of employees, but shall document the request in writing at the earliest opportunity in light of the exigencies of the emergency. These employees will be provided without cost to the Lender for the first eight (8) hours of service, after which they will be loaned at Borrower's expense equal to Lender's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Lender's personnel union contracts, if any, or other conditions of employment. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by the Borrower. The Borrower is responsible for assuring such arrangements as may be necessary to provide for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for loaned personnel. The Boroughs' Directors of Emergency Management or their designees shall develop planning details associated with being a Borrower or Lender under the terms of this Agreement.

Lender personnel providing Emergency Assistance shall be under the control of their regular supervisors, but the organizational units will come under the operational control of the emergency management authorities of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if these employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses issued to Lender personnel by Lender or Lender's state, relating to the skills required for the emergency work, may be recognized by the Borrower during the period of

emergency and for purposes related to the emergency. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

### **Article XIII - RECORD KEEPING.**

Timesheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and/or the loaned employee(s) and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

### **Article XIV - INDEMNIFICATION AND LIMITATION OF LIABILITY.**

- A. **INDEMNIFICATION.** Except as provided in subsection B of this Article XIV, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing Emergency Assistance to the Borrower, whether arising before, during or after performance of the Emergency Assistance and whether suffered by either Borough or any other person or entity.
  
- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE .** The Borough shall not be required under this Agreement to indemnify, hold harmless and defend the other Borough from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Borough's officers, employees, or agents: acting in bad faith, or performing activities beyond the scope of their duties.
  
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, the other Borough, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

- D. **DELAY/FAILURE TO RESPOND.** No Borough shall be liable to another Borough for, or be considered to be in breach of or default under this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.
- E. **LITIGATION PROCEDURES.** Either Borough seeking to be released, indemnified, held harmless, or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Borough shall have the right to participate in the defense of this claim to the extent of its own interest. Borough's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

**Article XV - SUBROGATION.**

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing Emergency Assistance to the Borrower under this Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies, then in force, permit such waiver.

**Article XVI - WORKERS' COMPENSATION AND EMPLOYEE CLAIMS.**

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Borough shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Borough shall provide workers' compensation in compliance with statutory requirements of the state of residency.

**Article XVII - MODIFICATIONS.**

Modifications to this Agreement must be in writing and will become effective upon approval of the modification by written consent of both Boroughs. Modifications must be signed by an authorized representative of each Borough.

**Article XVIII- NON EXCLUSIVENESS AND PRIOR AGREEMENTS.**

This Agreement is not intended to be exclusive among the Boroughs. Each Borough may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between Boroughs are inconsistent with this Agreement, this Agreement will supersede the prior agreements, until the inconsistencies of the prior agreements are reconciled by the Boroughs.

**Article XIX - GOVERNMENTAL AUTHORITY.**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement, including both Boroughs.

**Article XX - NO DEDICATION OF FACILITIES.**

No undertaking by one Borough to the other Borough under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Borough, or any portion thereof, to the public or to the other Borough. Nothing in this Agreement shall be construed to give a Borough any right of ownership, possession, use or control of the facilities or assets of the other Borough.

**Article XXI - NO PARTNERSHIP.**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Boroughs or to impose any partnership obligation or liability upon any Borough. Further, no Borough shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Borough.

**Article XXII - NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Boroughs. This Agreement shall not release or discharge any obligation or liability of any third party to either Borough.

**Article XXIII - ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement, though prior agreements of the Boroughs may take precedent over certain concepts outlined in this Agreement.

**Article XXIV- SUCCESSORS AND ASSIGNS.**

This Agreement is not transferable or assignable, in whole or in part, and any Borough may terminate its participation in this Agreement subject to Article V.

**Article XXV - GOVERNING LAW AND VENUE.**

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the Alaska, and any action which may arise out of this Agreement shall be brought in Superior Court for the Third Judicial District in Anchorage, Alaska.

**Article XXVII - TORT CLAIMS.**

It is not the intention of this Agreement to remove from any of the Boroughs any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Agreement.

**Article XXVIII - WAIVER OF RIGHTS.**

Any failure to assert or enforce a right or obligation under this Agreement by a Borough, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver by that Borough with respect to any subsequent default or other matters arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

**Article XXIX - INVALID PROVISION.**

The invalidity or unenforceability of any provisions of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Article XXX - NOTICES.**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed

by telephone, or (iii) sent by United States Mail, postage prepaid, to the Director of Emergency Management for the receiving Borough at the address designated in the Borough's Emergency Contact Information Form.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, each Borough has caused this Mutual Aid Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

North Slope Borough

Charlotte E. Brower

Charlotte E. Brower  
Mayor

Date: December 15, 2014

P.O. Box 69  
Barrow, Alaska 99723

Attest:

\_\_\_\_\_

Approved as to form:

Nerisa Brown 12/15/14  
North Slope Borough

Northwest Arctic Borough

Reggie Joule

Reggie Joule  
Mayor

Date: January 27, 2015

P.O. Box 1110  
Kotzebue, Alaska 99752

Attest:

\_\_\_\_\_

Approved as to form:

[Signature]  
Northwest Arctic Borough