


# North Slope Borough

## PLANNING AND COMMUNITY SERVICES DEPARTMENT

P.O. Box 69  
Utqiagvik, AK 99723  
☎ (907) 852-0320  
Fax: (907) 852-0322  
Email : Chastity.Olemaun@north-slope.org



*Chastity Olemaun, Director*

TO: Elizabeth Asisaun Toovak, Mayor  
FROM: Chastity Olemaun, Director   
DATE: October 31, 2022  
SUBJECT: Utqiagvik Traffic Committee

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The North Slope Borough Department of Planning and Community Services will recommence the Utqiagvik Traffic Committee meeting. The City of Utqiagvik is one of nine seats occupied on the committee. Please respond to this memo by November 11, Friday, with a recommendation to delegate a member from your organization to attend meetings and an alternative.

Quyanaqpak!

# North Slope Borough

Department of Health and Social Services

P.O. Box 69

Barrow, Alaska 99723

Phone: (907) 852-0344

Fax: (907) 852-0389



**Muriel K. Brower, MPA, Director**

October 14, 2022

City of Barrow  
PO Box 629  
Barrow Alaska 99723

The North Slope Borough Senior Program would like to offer our community organizations an opportunity to participate in providing Senior Activity and Christmas Gifts to Barrow Elders. The Senior Center Staff uses gifts to Elders for Activity games every Friday and prepares these donations for distribution to the elders on the week December 12, 2022.

We would love if your organization would like to participate in this by donating gifts for elders, and request that donations are provided to the senior center prior to December 12th, so they can be sorted and prepared for distribution. You may provide a card and prewrapped the presents from your organization. If you wish to donate or have questions, you may do so by calling our Senior Center Staff or Client Services at 852-0276.

We greatly appreciate your consideration on this matter.

Quyanaqpak!

Sincerely,

Edith A. Suvlu, Acting Program Coordinator  
NSB Health Department/Senior Program

# North Slope Borough

## OFFICE OF THE MAYOR



P.O. Box 69  
1274 Agvik Street  
Barrow, Alaska 99723  
Tel: 907.852.0200  
Fax: 907.852.0337

*Harry K. Brower, Jr., Mayor*

### MEMORANDUM

November 4, 2022

Dear respected guest for Kivgiq 2023,

The North Slope Borough Mayor's Office is pleased to announce a Kivgiq (Messenger Feast) Celebration to be held in Utqiagvik from February 1st through the 4th. Kivgiq is a mid-winter festival that features dancing, trading, story-telling, gift giving, a traditional foot race and feasting and will be a celebration of the successful subsistence harvesting season we have had this year.

My staff is working diligently to plan a joyous 4-day event. You and your staff will be receiving an invitation to take part in this celebration in the near future. An event this large can easily have a budget of over \$500,000 and I am seeking donations to help fund the event. Your donation will allow people across the north slope to participate in the celebration in Utqiagvik. Especially our elderly and less fortunate. With your help, we can truly warm the Arctic with love, singing, healing, and dancing!

I am respectfully requesting a financial donation from your institution. Your company's donation will be recognized and listed in the Kivgiq 2023 printed agenda and with a sign if you provide one.

Below are the donation Tiers that are recognizing for the 2023 Kivgiq.

Premier Platinum	25,000 or more
Platinum	15,000
Gold	10,000
Silver	5,000
Bronze	2,000

We are also open to accepting in kind donations or other means of donations for this event. Please let me know at your earliest convenience if your organization is able to assist in any way. Please contact Jack Frantz, Advisor to the Mayor, at 907-852-0200 or [Jack.Frantz@north-slope.org](mailto:Jack.Frantz@north-slope.org) to make a donation for Kivgiq 2023.

"Inupiuraagnaqsiruuq – It is time to speak Iñupiaq" will be our theme for Kivgiq 2023

ATAUTCHIMUKTA! "Let us unite as one"

Thank you and God bless you all.

Sincerely,

A handwritten signature in blue ink that reads "Harry K. Brower Jr." in a cursive style.

Harry K. Brower Jr., Mayor  
North Slope Borough



Anaktaqitchirit Committee  
P.O. Box 1130  
Barrow, Alaska 99723

Forrest D. Olemaun, Volunteer  
Josie Kaleak, Volunteer  
Corrine Danner, Volunteer  
Alice Mae Evikana, Volunteer  
Frieda Kaleak, Volunteer  
Sheldon Adams, Jr., Volunteer  
Michelle Kaleak, Volunteer

## Unity is Strength “ATAUTCHIMUNMUNNIQ SUANJATAURUQ”

Ms. Asisaun Toovak, Mayor  
City of Utqiagvik  
P.O. Box 629  
Barrow, Alaska 99723

Dear Mayor Toovak:

The Anaktaqitchirit Committee is seeking donations to fund the 2022-2023 Annual Traditional Christmas Games beginning on December 26, 2022 to January 1, 2023. After a long two years of no Christmas games, our mission is to continue the tradition of passing on traditional games of skill and endurance. These traditional Iñupiat games have been passed on from generation to generation, it is the intent of the Anaktaqitchirit Committee to continue holding these games and make it a Spectacular Event for our Community.

The traditional games are an annual event held each year during Christmas uniting a majority of our community members. Sobriety, Unity and Competition are reasons why the Anaktaqitchirit Committee wishes to hold these games. From the Eskimo Stick Pull, One Foot High Kick, Arm Pull and many other traditional native games, our Committee would be honored to highly recognize the City for financial support and appreciation at the annual Christmas Games.

The Anaktaqitchirit Committee has confidence in the City of Utqiagvik and will hope that the City will financially support our annual event. Your support will aid and benefit our community as a whole and would bring happiness and joy during Christmas and the coming New Year. Year after year the City has been recognized numerous for your continued contributions to these games receiving commendation from each participant.

The annual cost to hold these games is approximately \$35,000.00. We hope that the City of Utqiagvik will continue to support our community and support the annual event by sending us your donation. Our Committee is proud to announce that we have been recognized by the Native Village of Barrow Inupiat Traditional Government, a Federally Recognized Tribe, in utilizing their address and Tax Identification Number 92-0120821 for your contributions towards our annual events. Please make the check payable to the Native Village of Barrow – Anaktaqitchirit Committee. I may be reached at 907-319-9538 or emailed to michelle\_kaleak@hotmail.com if you have any questions regarding a generous donation.

Thank you in advance for your time and effort, your donation will be appreciated and highly recognized by our Committee and the Community as a whole. May there be joy and happiness with you, your company and their extended families during the Holiday Season.

Respectfully Submitted,

Michelle Kaleak  
Volunteer, Anaktaqitchirit Committee

November 10, 2022

City of Utqiagvik  
P.O. Box 629  
Barrow, AK 99723

Dear Mayor Toovak,

The Kiita Learning Community Student Council is an active student council learning hands-on about leadership, responsibility, student government and community engagement. We are excited to have been invited to attend the CLOSE-UP Program in Washington, DC to further enhance our learning experiences. This program is designed as a once-in-a-lifetime experience that inspires and empowers students to become active participants in democracy. We will learn about issues facing democracy, engage in discussion, visit monuments, tour Washington, meet with legislators, and so much more. This event will be from March 17-24, 2023.

As a Student Council, we have worked hard to volunteer in the community, create fundraisers, and goal setting for raising funds towards this important trip. However, we still need your support. We are humbly requesting a donation from your organization to assist the Kiita Learning Community Student Council to ensure we can reach our goal of attending CLOSE-UP. Here is a breakdown of our expenses:

Registration/hotel fees \$1,736 for 6 students/1 chaperone = \$12,152  
7 tickets on Alaska Airlines - \$1,405 a ticket = \$9,835  
Per diem of \$250 for 7 students/chaperones people = \$1,750  
Grand total: \$23,737

If you are able to donate, please make checks payable to North Slope Borough School District Kiita Learning Community, P.O. Box 169, Barrow, AK 99723 with a memo: Student Council Close-Up.

We are always thankful for support from our community! Please contact Jen Brower at [jennifer.brower@nsbsd.org](mailto:jennifer.brower@nsbsd.org) or 907-852-9754 to coordinate any donations or if you have any questions. We have included our W-9 in the event you are able to support us.

Quyanaqpak!

*Eryn B. Kignak*

Eryn Naani Kignak, President  
Kiita Learning Community Student Council

Enclosure

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>North Slope Borough School District</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>PO Box 169</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Utqiagvik, AK 99723</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
9	2		-	0	0	5	7	7	5	4

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>08/08/22</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# CLOSE UP HIGH SCHOOL PROGRAM - WASHINGTON, DC

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Arrive in Washington, DC	8:00 am Hot Breakfast Buffet	8:00 pm Hot Breakfast Buffet	6:45 am Hot Breakfast Buffet	8:00 am Hot Breakfast Buffet	7:00 am Breakfast
<b>Hotel Check-In:</b> Meet with your Close Up Concierge & explore DC with your school if time allows	9:00 am <b>Jefferson Memorial Study Visit*:</b> How do the rights outlined in the Founding Documents apply to our view of liberty today?	9:00 am <b>War Memorials Study Visit:</b> What do the WWII, Vietnam, and Korean Memorials say about those who have served and sacrificed?	8:15 am Metro Transfer to Hill 8:15am <b>Capitol Hill Day:</b> Walk the halls of Congress and get an insider's look at how our government operates	9:00 am <b>White House Study Visit:</b> Discuss the purpose of protests and what restrictions of protests are legitimate	<b>Sightsee in Washington:</b> Spend some more time in the city with your school if time allows
5:45 pm <b>Teacher and Staff Dinner</b>	10:15 am <b>Franklin D. Roosevelt Memorial Study Visit:</b> What rights are needed to ensure equality and promote the welfare of citizens in the U.S.?	12:40 am <b>Lunch at Reagan Building and International Trade Center</b>	Get an exclusive, insider's look at how our government operates by <b>meeting with members of Congress or their staff</b>	10:30 am <b>Citizen Action Seminar:</b> Hear from an advocacy organization & how they are impacting the community	Depart for Home
6:00 pm <b>Student Welcome Dinner</b>	11:30 am <b>Martin Luther King, Jr. Memorial Study Visit:</b> How do we see MLK's view of justice in the U.S. today?	1:15 pm <b>Group Photo</b>	<b>Tour the Capitol</b> and discover the exhibits in the Capitol Visitor Center	12:00 pm <b>Neighborhood Study Visit and Lunch:</b> Explore DC off the beaten path, e.g. U Street, Chinatown	
6:45 pm <b>Orientation:</b> Meet students from across the country and get to know your Close Up Program Instructor	12:45 pm <b>Lunch at L'Enfant Plaza</b>	3:35 pm <b>Washington Exploration</b> (ex: Iwo Jima Memorial, Air Force Memorial or Pentagon 9/11 Memorial)	<b>Lunch on the National Mall</b>	2:15 pm <b>Arlington National Cemetery:</b> Visit our nation's most hallowed ground and witness the Changing of the Guard	
7:15 pm <b>Introduction Workshop*:</b> What are the biggest issues that we face in our democracy today?	2:00 pm <b>Embassy Discovery:</b> Step foot on "foreign soil" and discuss the international political landscape	5:30 pm Dinner at Pentagon City	<b>Explore the Library of Congress</b> , the largest library in the world, and view the symbolic art and architecture	5:15 pm Return to Hotel	
8:30 pm <b>Issues Debate:</b> Ask your most challenging questions and engage with a liberal and a conservative DC insider	3:00 pm <b>Citizen Action Sites:</b> Get inspired by examples of citizens making a difference in their communities and the nation	6:15 pm Return to Hotel	Pop into one of the <b>Smithsonian Museums</b> , see the <b>Washington Monument</b> or visit <b>National Archives</b>	6:00 pm <b>Final Workshop:</b> How will you stay engaged on issues that matter to you?	
10:00 pm Social Time	4:15 pm <b>U.S. Marine Corps Memorial:</b> Visit the larger-than-life representation of the iconic flag-raising at Iwo Jima	7:00 pm <b>Capitol Hill Prep Workshop</b>	5:10 pm <b>Dinner at DC's Historic Union Station</b>	8:00 pm <b>Farewell Banquet and Dance:</b> Enjoy a fun-filled evening with your new friends as you dance the night away	
10:30 pm Room Check	5:45 pm <b>American Political Values Workshop:</b> Examine the connections between liberty, equality, and justice	8:20 pm <b>Mock Congress:</b> Debate, amend, and vote on the same issues elected representatives are currently considering	6:45 pm Bus Transfer to <b>Evening Activities</b>	11:00 pm Room Check	
	7:00 pm Hotel Dinner	9:30 pm <b>Student/Teacher Meetings</b>	8:00 pm <b>DC Cultural Event:</b> See a performance at a renowned theater, cultural event, or night on the town		
	8:00 pm <b>Current Issues Discussion:</b> Debate hot topics with your new friends from across the country	10:00 pm Social Time	10:00 pm Social Time		
		10:30 pm Room Check	11:00 pm Room Check		

\* Workshops are small learning communities comprised of students from various states. Each workshop community is led by the same Close Up Program Instructor for the duration of the trip.

\* Study Visits led by highly-trained instructors provide unique opportunities to learn using historic sites and institutions as living classrooms.

Sample schedule subject to change.

**CALL:** 800-CLOSE UP (256-7387)

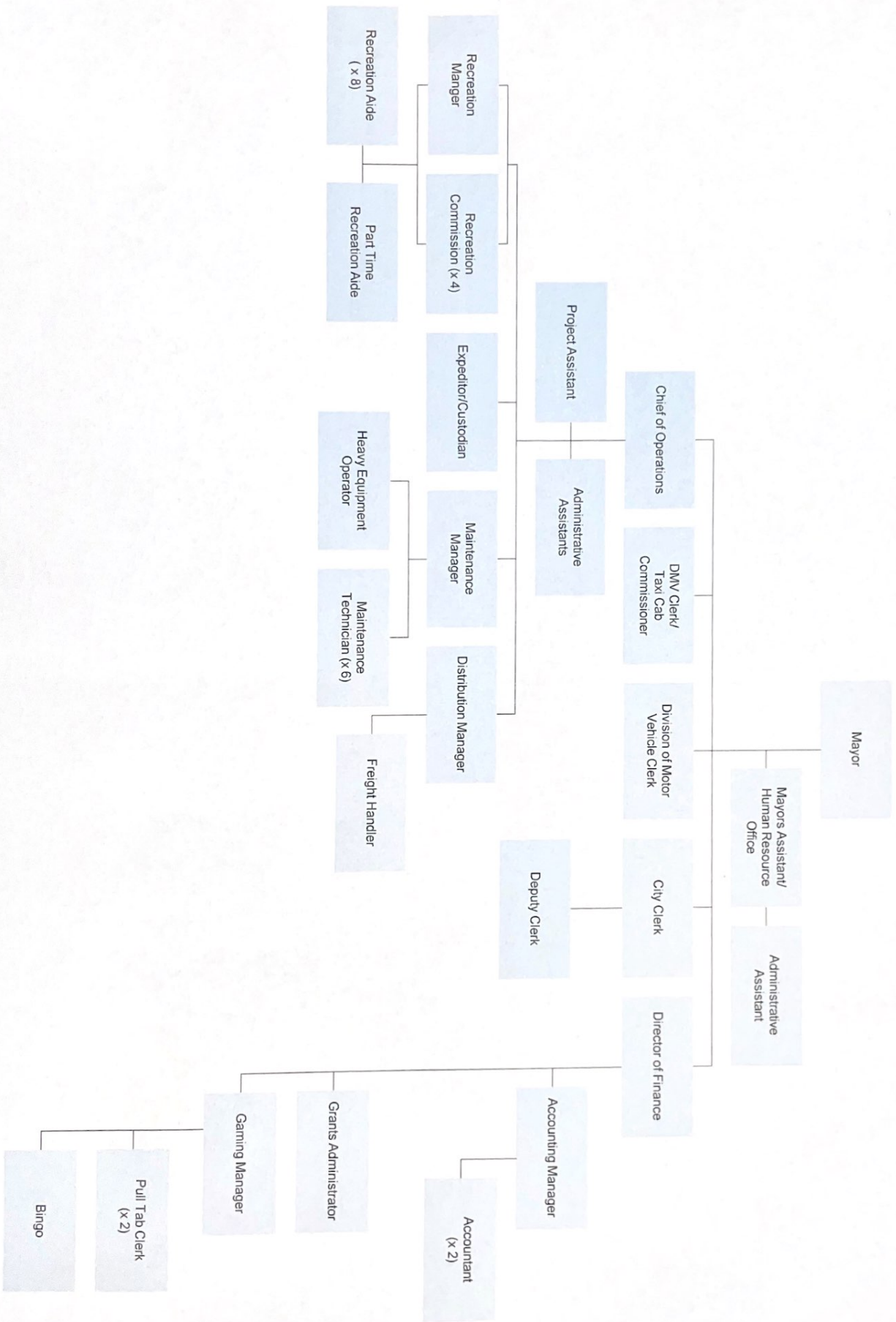
**EMAIL:** info@CloseUp.org

**VISIT:** www.CloseUp.org

**CONNECT:**      

**CLOSE UP**  
WASHINGTON DC







P.O. Box 69  
Barrow, Alaska 99723

# North Slope Borough

DEPARTMENT OF  
IÑUPIAT HISTORY, LANGUAGE & CULTURE



*Colleen Akpik-Lemen, Director*

October 11, 2022

Mayor Fannie Suvlu  
City of Utqiagvik  
P.O. Box 629  
Barrow, AK 99723

Honorable Mayor,

Pursuant to North Slope Borough Municipal Code, §2.16.020 Composition of the Iñupiat History, Language and Culture Commission:

- (A) The North Slope Borough Commission on History, Language and Culture consists of ten (10) members appointed by the Mayor, and subject to confirmation by the Assembly.
- (B) One (1) member shall be appointed from each of the following villages; Anaktuvuk pass, Atkasuk, Kaktovik, Nuiqsut, Point Hope, Point Lay, Wainwright. Two (2) members shall be appointed from Barrow. One (1) at-large member shall be appointed.
- (C) Appointments to fill vacancies shall be for the unexpired term only.
- (D) Each member upon termination of his current term may be reappointed by the Mayor, subject to confirmation by the Assembly.
- (E) The Mayor may appoint one (1) alternate village member for each regular member from the same village. The alternate member shall be appointed by the Assembly as in the manner for a regular member, and shall attend meetings, and hold full voting powers when substituting for a regular member.
- (F) The voting members of the Iñupiat History, Language and Culture Commission shall be a resident of the village which they represent provided, however, that the one at-large member need not be a resident of the North Slope Borough nor of any particular community. The office manager of the Iñupiat History, Language and Culture Commission shall be an ex-official member but shall not vote.
- (G) The Commission may invite representatives of Iñupiat-speaking people residing outside the North Slope Borough to attend and participate in Commission affairs on an ex-official basis.

The alternate member seats 2 is vacant for Barrow and is expiring on December 31, 2023. We are requesting a recommendation from the City Council of Barrow for a replacement for the alternate. Your recommendation will be forwarded to the North Slope Borough Mayor's office for consideration. Attached to this letter is the Notice and Recommendation Form.

Previously Gathered information on projects for EIAP 22

EIAP Grant	\$3,818,915.00	Remaining Balance
Accountant	\$159,700.00	\$3,659,215.00
DMV Position	\$275,100.00	\$3,384,115.00
FY21 Audit	\$115,000.00	\$3,269,115.00
General Operations	\$675,000.00	\$2,594,115.00
Wireless Network Upgrade	\$84,975.00	\$2,509,140.00
Haunted House	\$46,600.00	\$2,462,540.00
Twice A Month Competitions	\$13,200.00	\$2,449,340.00
Fall Whaling	\$32,000.00	\$2,417,340.00
Deputy Clerk Position	\$164,710.00	\$2,252,630.00
AMLJIA Insurance	\$345,000.00	\$1,907,630.00
NYE Fireworks	\$58,800.00	\$1,848,830.00
Thanksgiving & Christmas Food	\$66,000.00	\$1,782,830.00
Piuraagvik Expansion	\$800,000.00	\$982,830.00
Subsistence Equipment Loaner Program	\$12,000.00	\$970,830.00
Hockey Gear	\$16,969.83	\$953,860.17
Eben Hopson Sr. Scholarship Funds	\$10,000.00	\$943,860.17
Christmas Community Event	\$66,000.00	\$877,860.17
Junior Council	\$168,300.00	\$709,560.17
Piuraagvik Lighting Upgrade	\$72,981.00	\$636,579.17
		\$636,579.17
		\$636,579.17
Total	\$3,182,335.83	

Council Approved funds for 23 EIAP

\$4,440,914

Accountant	\$159,7000
DMV Positions	\$300,834
Fall Whaling	\$32,000
NYE Fireworks	\$60,000
Deputy Clerk	\$164,710
total	

Remaining Bal           \$

Recommendations

Fix Flooring at Pvik	\$78,000
PVik expansion	\$
Water pump shop	\$
HE Mechanic	\$
LED Lighting in Shop	\$
Lighting in Bingo	\$
Lighting at Distro	\$
New Roof at Bingo	\$
Roller Rink upgrades	\$
Bathroom	
New flooring	
Soccer	
PVik New Roofing	\$
Exterior Lift or harness	\$
Chief Financial Officer	\$170,000
AMLJIA	\$345,000
Thanks & Chris Dinner	\$66,000
Food Bank Donation	\$1,000
Scholarships & Awards	\$10,000
Fix Gray House	\$15,000
HMS weight room	\$17,493.50
HE computer	\$
Kivgik Donation	\$2,000
Strategic planning	\$50,000
Shop Flooring	\$37,000

NORTH SLOPE BOROUGH  
STANDARD FORM GRANT AGREEMENT

CONTRACT NO. \_\_\_\_\_

GRANT: \_\_\_\_\_

THIS AGREEMENT, made effective upon execution by the duly authorized signatory for the North Slope Borough, between the NORTH SLOPE BOROUGH, P.O. Box 69, Barrow, Alaska 99723, hereinafter "Borough" and **City of Utqiaqvik**, P. O. Box 629, Barrow, Alaska 99723, hereinafter "Grantee".

ARTICLE I. GRANT CONDITIONS

A. This grant provides financial assistance for the **City of Utqiaqvik –Economic Impact Assistance Program**

In addition to conforming to the express terms and conditions enumerated herein, the Grantee shall use the proceeds of this grant only for the purposes described in Exhibit A, which is attached hereto and by reference made a part hereof, for the above-named grant. The activities or uses for which the grant is to be used and time period of those uses and activities are to be limited to those described in Exhibit A.

B. The Borough may, by written amendment to this agreement, give authority to the Grantee to use grant proceeds for activities or uses in addition to those described in Exhibit A. The amendment shall describe the additional activities or uses for which the grant proceeds are to be used, the time frame within which the activities and uses will occur, and any changes in the amounts of grant funding needed for the additional activities or uses. Except as otherwise expressly stated in the amendment, the additional or amended activities or uses shall be in strict accordance with all terms and provisions of this agreement. Without such amendment executed on behalf of the Borough, the Grantee is not authorized to use grant proceeds received pursuant to this agreement for any activities or uses in addition to those described in Exhibit A.

C. The Grantee:

- 1) will spend the grant proceeds only for the activities and uses specified in Exhibit A or in any subsequently executed amendment.
- 2) will allow, on request, an audit by the Borough of all expenditures made using grant proceeds.
- 3) will submit a quarterly "Financial Report" on a form as shown in Exhibit B until the activity or use for which the grant was authorized is completed. A final Financial Report is due within 90 days of completion of the activities or uses for which the

grant was authorized. Itemized invoices must accompany Financial Reports and be identified with the budget category under which they are requested to be paid.

- 4) will submit a monthly narrative statement with containing a description of activities and uses during the pertinent report period.
- 5) will retain for a period of three years all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant.
- 6) Must submit independent audit or Certified Financial Report of their operations for review by the Borough to establish their capacity to administer these grants or accept assistance form he Borough or another mutually agreed upon Administrator.

## ARTICLE II. TERMS OF PAYMENT

- A. In full consideration of the Grantee's performance hereunder, the Borough shall pay the Grantee a sum not to exceed **\$4,040,914.00** The amount of the grant is full consideration for the Grantee's performance.
- B. All payments to the Grantee, except those made according to the provisions of Article IIF, below, shall be made in monthly installments equal to the amount of grant money the grantee expended in the previous month. The monthly installment will be paid after the Borough receives a completed Financial Report form (sample form at Exhibit B) including attached itemized invoices. Payment shall be made only after North Slope Borough review and approval of the Financial Reports and invoices itemizing expenditures by the Grantee. The Borough will reimburse only from Invoices signed by the City of Utqiagvik Mayor, or persons designated in writing by the City of Utqiagvik Mayor to certify that the expenditures were for grant-authorized purposes.
- C. Adequate documentation must be attached to each Financial Report. This may include, but is not limited to, copies of personnel time records, copies of invoices, copies of subcontracts and adequate detail in the monthly reports to correspond with the expenditures. Payments may be approved once a month for amounts not to exceed the budget in subsequent budget revisions. Grantee shall provide to the Borough copies of checks issued in payment of expenditures submitted for grant reimbursement.
- D. The Grantee may shift funds from one line item to another only after receipt by the Grantee of written authorization by the Borough.
- E. The Borough shall provide payment to the Grantee within 30 days of receipt of a financial report unless the request is improper or questionable. (NSBMC § 3.05.070)
- F. Funds may be advanced to Grantee upon submittal of a written request for advance, which specifies the amount to be advanced, and the reason an advance is necessary.

Expenditures made from advanced amounts must be reported and documented according to items B and C of this article.

### ARTICLE III. GENERAL PROVISIONS

- A. Independent Contractor. The grantee is an independent contractor. It is neither an employee, partner or joint venturer with the Borough.
- B. No Assignment. The Grantee may neither assign this agreement or any rights thereunder nor delegate any of its duties without first obtaining the written consent of the Borough.
- C. Insurance. The Grantee shall procure and maintain insurance coverage in such amount, with such deductible and for such period of time as set forth in Exhibit C. Prior to commencing work, the Grantee shall provide to the Borough certificates indicating such insurance is in effect. The insurance shall be effective through the term of this agreement.
- D. Indemnity. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Borough and administrator and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the activities and uses associated with the expenditure of grant proceeds, provided that any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, and 2) is caused in whole or in part by any negligent act or omission of the Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts Grantee 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 impair the rights of any party or person described herein. In any and all claims against the Borough or the administrator or any of its agents or employees by any employees of the Grantee, Grantee's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or their employee shall not extend to the liability of the administrator, his agents or employees, arising out of the giving of or the failure to give directions or instruction by the administrator, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- E. Certification of Funds. This agreement shall not be binding upon the Borough or the Grantee until the Borough furnishes a certificate of availability of funds. This certificate shall be attached to and made part of this agreement. Any expenditures made by the

Grantee before the certificate is furnished and attached to this agreement shall be at Grantee's own expense and risk.

- F. Termination. The Borough may terminate this agreement in whole or in part whenever, for any reason, the Borough determines that such termination is in its best interests. Such termination shall be effected by personal delivery or by sending to the Grantee by certified mail notice of termination specifying the extent to which the grant funds under this agreement are being terminated. The date of termination shall be the seventh calendar day after the Grantee's receipt of the notice of termination. In the event of any termination, Grantee shall be paid for approved reimbursables and expenditures made to the date of termination. In no event shall the total money expended pursuant to this grant exceed the amount authorized in Article II.A. and any approved amendments pursuant to Article I.B.
- G. Governing Law and Venue. This agreement is to be governed by the laws of the State of Alaska. Venue shall be in the Superior Court in Barrow, Alaska.
- H. Notice. Unless otherwise provided herein, any notices or other communications required or permitted by this agreement to be delivered to the Borough or the Grantee 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, first-class, postage prepaid, addressed to the owner or the Grantee at the address set forth elsewhere in this agreement.
- I. Entire Agreement. This agreement constitutes the entire agreement between the Borough and the Grantee as to the matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters. It may be amended, supplemented, modified or canceled only by a duly executed written instrument. It shall bind the Borough and the Grantee, its successors, executors, administrators, assignees and legal representatives.
- J. Severability. If any provision of this Agreement, or any application thereof to any person or circumstance, is held invalid, the remainder of this Agreement and the application to other persons or circumstances shall not be affected thereby.
- K. Borough. Whenever reference is made in this agreement to "the Borough," this reference is meant to include the Borough or the authorized representative of the Borough.
- L. Disbursement of Monies. Disbursement of monies by the Borough hereunder shall be subject to set off pursuant to North Slope Borough Code § 3.05.070.

#### ARTICLE IV. EFFECTIVE DATE



The effective date of this grant is the date the agreement is signed by the Borough.

NORTH SLOPE BOROUGH

PO Box 69  
Barrow, AK 99723

By: \_\_\_\_\_  
Harry K. Brower, Jr., Mayor

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

CITY OF UTQIAGVIK

PO Box 629  
Barrow, AK 99723

By: \_\_\_\_\_  
Asisaun Toovak, Mayor

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

Reviewed As To Form:

\_\_\_\_\_  
North Slope Borough Law Department

## Exhibit A

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### Description of Grant Fund Activities and Uses

Set forth below are the activities that shall be funded by this grant, and the objectives of the grant. The Borough requires the grantee to submit a plan for how they intend to spend Economic Impact Assistance. This plan must include a budget for review and approval by the Borough. The Borough requires the grantee to submit a written application request for grant funds approved by City council resolution which describes activities. Request must demonstrate how the funds will benefit all of the Community. That request application if approved by the Borough will be attached to Requests for Payment. The Borough also requires the grantee to submit quarterly financial reports. Finally, the Borough requires the grantee to submit monthly narrative reports describing the progress toward the objectives. The grantee shall be responsible for evaluating its own monthly performance and taking any corrective steps necessary for the accomplishment of the grant objectives. The borough shall not be responsible for evaluating or ensuring monthly grantee performance. Rather, the borough shall use the monthly reports in conjunction with the financial reports to evaluate the success of the EIAP program in increasing the capacity of the grantee for self-determination.

Activities and Projects funded by

Subsequent requests within grant budget  
to be submitted

Exhibit B  
Financial Reports

**GENERAL INFORMATION:**

**Grantee Name and Address:**

**Reporting Period:**

**Grant:**

**From: To:**

**NSB Contract Number:**

**PAYMENT REQUEST:**

- A. Previously reported expenditures..... \_\_\_\_\_
- B. Expenditures this period..... \_\_\_\_\_
- C. Total expenditures to date..... \_\_\_\_\_
- D. Total grant..... \_\_\_\_\_
- E. Less Borough payments to date..... \_\_\_\_\_
- F. Grant amount available..... \_\_\_\_\_
- G. Borough payment now requested..... \_\_\_\_\_

**EXPENDITURES:**

DATE	CHECK NO.	AMOUNT	VENDOR	VENDOR INVOICE NUMBER

TOTAL: \_\_\_\_\_

(If additional space is required, please report expenditures on a separate page and attach.)

I certify that to the best of my knowledge the data reported herein is correct and all outlays were made in accordance with the terms of the above referenced standard grant agreement.

\_\_\_\_\_  
*Name of Authorized Official*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Telephone No.*

\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Date*

Exhibit B

Financial Reports - Narrative

**GENERAL INFORMATION:**

**Grantee Name and Address:**

**Reporting Period:**

**Grant:**

**From: \_\_\_\_\_ To: \_\_\_\_\_  
NSB Contract Number:**

REPORT ON PROJECT ACTIVITIES

A. Work completed since last report:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Describe existing or potential problems with the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Activities and expenditures planned for next reporting period:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is required, please report expenditures on a separate page and attach.)

I certify that to the best of my knowledge the data reported herein is correct and all outlays were made in accordance with the terms of the above referenced standard grant agreement.

\_\_\_\_\_  
*Name of Authorized Official*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Telephone No.*

\_\_\_\_\_  
*Signature of Authorized Official*

\_\_\_\_\_  
*Date*

## Exhibit C

### Insurance Requirements – Moderate Risk

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***It is highly recommended that Grantee (Consultant) confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's insurance requirements.***

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form CG 0001 (Edition 04 13) covering Commercial General Liability.
2. Insurance Services Office form CA 0001 (Edition 03 10) covering Automobile Liability, symbol 1 "any auto".
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this Agreement on a form acceptable to the Borough.
5. Employee Dishonesty insurance for loss to the Borough's property or money, caused by the fraudulent or dishonest acts of the Consultant's/Supplier's employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether acting alone or in collusion with others. ***Note: Employee Dishonesty insurance is required only for those Agreements where the Consultant has access to Borough money, securities, purchase orders, checks or any other Borough funds.***

#### **B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability:
  - a. \$500,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.
  - b. General liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations liability, at least five years thereafter.

- c. If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.
- d. If the Consultant utilizes a SubContractor(s) to perform any part of the work under this contract, the general liability insurance shall not contain any endorsements that exclude the work of the Subcontractor(s).

2. Auto Liability:

- a. \$500,000 combined single limit per accident for bodily injury and property damage.
- b. For any Borough auto(s) being driven by the Consultant (including any employee, supervisor, manager, agent, etc.), the Consultant agrees to insure that vehicle(s) as a scheduled auto(s) to their auto policy. It is agreed that the Consultant's auto policy will:
  - i. Provide the primary liability insurance for the Borough auto(s) as though the auto(s) were leased auto(s), naming the Borough as an additional insured and loss payee; and
  - ii. Provide for physical damage losses (both comprehensive and collision) with a deductible of no more than \$1,000 per accident and naming the Borough as an additional insured and loss payee.

3. Worker's Compensation and Employers Liability:

- a. Worker's Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits:
  - i. Bodily Injury By Accident - \$500,000 each accident;
  - ii. Bodily Injury By Disease - \$500,000 each employee;
  - iii. Bodily Injury By Disease - \$500,000 policy limit.

4. Professional Liability:

- a. \$500,000 combined single limit per occurrence. The general aggregate limit shall be \$500,000. The professional liability insurance shall be maintained in effect until final acceptance by the Borough of the completed project.
- b. If the professional liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of five years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

5. Employee Dishonesty:

- a. \$100,000 per claim.

6. Excess Liability:

- a. In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount on the excess liability or umbrella policy.
- b. Excess liability insurance shall be maintained in effect until final acceptance by the Borough of the completed construction and, for products liability and completed operations, at least five years thereafter.
- c. If the excess liability insurance is written on a claims-made form, the Consultant shall provide insurance for a period of five years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

**C. Deductibles and Self-Insured Retention**

Prior to work commencing any deductible or self-insured retention must be declared and approved by the Borough. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability and Excess Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees and volunteers.

- b. The Consultant's/Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any Subcontractor for the Borough.

2. Worker's Compensation and Employer's Liability

- a. The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant/Supplier or any Subcontractor/Subsupplier for the Borough.

3. All Insurance

- a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Consultant or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Consultant's/Supplier's insurer(s) to the attention of the Borough's Risk Manager.

4. Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

5. Verification of Coverage

- a. Consultant shall furnish the Borough with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the Borough. All certificates are to be received and approved by the Borough before the contract is processed. The Borough reserves the right to require complete, certified copies of all required insurance policies, at any time.

6. Subcontractors



- a. Consultant shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all requirements stated herein.