

**EXHIBIT A  
SCOPE OF SERVICES**

Additional Tasks may be added to this agreement as "Exhibit A amendments" at the discretion of the COU, for other tasks as assigned.

**Task 1: Executive Administration and Program Support**

---

**Services Description:** Provide CPA Executive Financial Management and Accounting Management for COU programs assisting departments, staff and directors with current tasks as well as for the development of new programs. TRIBN staff will be assigned to this task and will act in the general roles as described below, in addition to duties as assigned.

Professional Placement	Description	Rate	FTE%	Total
Program Manager	Financial Manager	\$ 185	50%	\$ 192,400
Project Manager	Accounts Manager	\$ 165	50%	\$ 171,600
	<b>Total Contractual</b>		<b>Annual</b>	\$ 364,000
			<b>Monthly</b>	\$ 30,333

This work requires two (2) 50% FTE (full time equivalent) of TRIBN Program Management time and effort. This is based on an annual calculation of 100% FTE or 2080 hours x Project Management rate:

- \$185 Program Manager / hour x 1,040 hrs/yr = \$192,400 / yr
- \$165 Project Manager / hour x 1,040 hrs/yr = \$171,600 / yr

The Program Manager is based out of our TRIBN Anchorage office and will make routine trips to the COU at the Mayor's discretion.

The Project Manager is based out of our TRIBN Utqiagvik office and will be available to work at the COU offices as needed.

**Authorized Signature in Acceptance of Terms:**

\_\_\_\_\_  
By: City of Utqiagvik

\_\_\_\_\_  
Date



TRIBN LLC, P.O. Box 1782, Barrow AK, 99723 (907) 242-1612

Mayor Asisaun Toovak,  
City of Utqiagvik  
2022 Ahkovak St., P.O. Box 629,  
Barrow, Alaska 99723-0629  
P: (907) 852-5211  
E: asisaun.toovak@utqiagvik.us

March 10th, 2023

Honorable Mayor Asisaun Toovak,

We are thankful for the opportunity you have given us to demonstrate how TRIBN can assist the City of Utqiagvik with the important work you have underway. We hope we can be a part of your financial management team, identifying and securing grant funds for future growth and protecting existing lines of funding with proper administration.

We are pleased to provide the attached professional services agreement, as outlined:

- Certified Public Accountant (CPA), Management Level Directorship, Financial Administration and Program Support: Tasks will include assisting the finance department with budgets, proformas, financial reports and associated duties as assigned. Given our assessment of your needs, we humbly offer to dedicate two (2) of our staff at 50% Full Time Equivalent to this task, for \$364,000 per year, or \$30,333 per month.

This rate includes access to our entire team as needed to meet the City's needs. See Exhibit A attached for details.

We hope to continue in our support role wherever deemed necessary, assisting the City of Utqiagvik with serving the community to the best of our ability.

LARS NELSON

Lars Nelson  
Founder\CEO  
TRIBN LLC

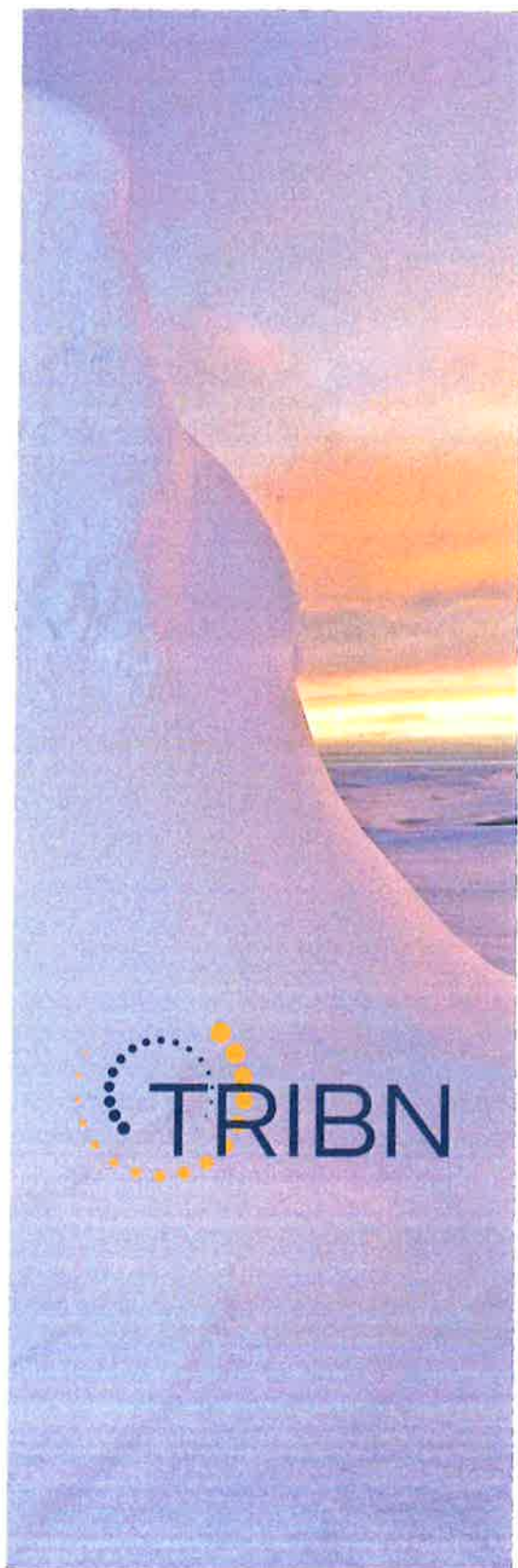


**City of Utqiagvik**  
PROFESSIONAL SERVICES AND  
CONSULTANCY PROPOSAL

**March 2023**



TRIBN LLC  
P.O. Box 1782  
Barrow, AK 99723  
(907) 242-1612  
[lars.nelson@TRIBN.pro](mailto:lars.nelson@TRIBN.pro)



# Technical Services

## CONNECTING YOU TO RESOURCES REQUIRED TO MEET YOUR ORGANIZATIONAL GOALS

TRIBN LLC is proud to disclose we are an Alaska Native owned business. Formed in 2019 and headquartered in Utqiagvik, Alaska, TRIBN is ready to provide local professional support to your organization. TRIBN was founded by Lars Nelson, CEO and Owner of the company. Mr. Nelson is a well-known local professional who has 20 years of experience with projects of all facets here on the North Slope. TRIBN LLC is licensed, bonded and insured. Documentation available upon request.

TRIBN is poised to provide adequate resources to assist in navigating the executive and administrative tasks required for proper due processes associated with assuring and assisting the **City of Utqiagvik** in a number of ways.

We will strive to assist in meeting specific goals your organization is committed to. This may also include assisting your organization with general consulting, reporting, permitting, coordination with other entities including Tribal, State, Federal, Municipal, ANCSA Village and Regional Corporations, Private Contractors and Utility Companies. We hope to serve in an effective support role, helping ensure progress and success in accordance with your organization's missions.

# Tailored Support

## END TO END PROJECT SOLUTIONS

TRIBN is prepared to provide assistance with coordinating and guiding contracts from beginning to end, including assistance with operational execution and budgetary strategies, TRIBN is ready to help establish customized, turn key, reliable, professional staffing solutions.



## Rate Sheet

FOR REFERENCE ONLY

<b>POSITION</b>	<b>Description</b>	<b>Rate</b>
Program Manager	Prime Consultant, Mission Coordinator	\$ 185
Program Administrator	Department Manager, Engineer, Administrator	\$ 165
Project Manager	Project Analysis, General Management, GIS, CAD	\$ 165
Project Administrator	Researcher, Data Analyst, Visualization Engineer	\$ 145

A Per Diem rate will be set at \$65.00 per day if travel is requested. Reimbursable costs for all transportation, airlines, rental vehicle, hotel, shall be compensated for if travel is requested. All reimbursable expenses will be marked-up at +15%.



LOCALLY OWNED  
AND  
HEADQUARTERED

COMMITTED TO  
LOCAL  
EMPLOYMENT

OVER 20 YEARS  
EXPERIENCE WORKING  
WITH LOCAL AND  
FEDERAL AGENCIES

# William Paneak, CPA

william.paneak@TRIBN.pro



---

## EDUCATION

- University of Alaska Fairbanks – Class of 2019
- BBA, Accounting

## PROFESSIONAL LICENSES

- Certified Public Accountant in the State of Alaska. License #182002

## EXPERIENCE

Senior Staff Accountant, Alaska Industrial Hardware, Inc. – Anchorage, Alaska

January 2022 – Present

- Accurately and timely prepare and process payroll on a bi-weekly basis for over 200 employees
- Prepare adjusting journal entries for month-end close for all items relating to payroll, as well as review accounts for discrepancies and reconcile differences
- Compile ad hoc statistical reports, statements, and summaries relating to wages, taxes, time and attendance, and benefits to the CFO to aid in decision making
- Improve internal procedures via the ADP system relating to PTO accrual and submitting job changes
- Wrote policies and procedures for the payroll department that did not exist beforehand

Staff Accountant (Auditor), Elgee Rehfeld, LLC – Juneau, Alaska

August 2019 – December 2021

- Collect and analyze data to detect deficient controls, duplicated effort, extravagance, fraud, or non-compliance with laws or regulations, and management policies
- Confer with company officials about financial and regulatory matters
- Prepare and examine accounting records, financial statements, or other financial reports to assess accuracy, completeness, and conformity to reporting and procedural standards
- Prepare adjusting journal entries
- Perform detailed review accounts for discrepancies and reconcile differences

Intern, Houston Contracting Co. – Fairbanks, Alaska

September 2016 – December 2018

- Assisted in all phases of the on-boarding process
- Intermediate data entry within company's database
- Performed proper document control

## MEMBERSHIPS AND AFFILIATIONS

- American Institute of Certified Public Accountants, Member
- Alaska Society of Certified Public Accountants, Member
- United Way, Board Member (January 2020 – December 2021)
- Juneau Arts and Humanity Council, Grants Panelist (2020 – 2021)
- Nunamiut Corporation, Board Member (April 2021 – Present)
- Voice of the Arctic Inupiat, Board Member (November 2022 – Present)

## REFERENCES

- Available upon request

RESPECTFUL, DYNAMIC TEAM WITH UNIQUE SKILLS AND CAPABILITIES



**Mr. Lars Nelson, CEO** Arctic project oriented professionally since 1999 with the North Slope Borough Geographical Information Systems (GIS.) From there he joined Ukpeagvik Inupiat Corporation for nearly 10 years, instrumental in the development of UIC Lands. Recently, Lars rejoined the NSB as Deputy Director of Housing before venturing out on his own, to start up TRIBN in 2019.



**Mr. Andreas Tziolas, PhD, COO**, is a Physicist, Project Manager, Strategist and Tribal Grants Specialist with over 15 years experience with technical project planning, grants and project administration. A former NASA Program Manager, he has served as Project Manager at Rasmuson Foundation, Strategist at UIC and Grants and Economic Development Director at the Native Village of Barrow.



**Ms. Stephanie Nelson, BSc, P. A.** is a qualified Risk Manager, with education and credentials in Disaster Planning, Safety and Risk Management. A Barrow resident, she works closely with village environmental, risk managers and executive leadership to advise and create emergency plans as well as execute disaster management and recovery operations.



**Mr. Marc Boas**, is an Environmental Scientist and multi-faceted Land Developer, GIS Visualization Engineer, Surveyor, Drafter, Environmental Scientist, Civil Project Manager and grant writer. Marc's enthusiasm for design and development has led him to engage in advanced technological spatial analysis (GIS, BIM, AR, DOD SDSFIE) and environmental cleanup, remediation and wetlands projects.



**Mr. John Pennington** is an internationally recognized emergency/disaster management and public policy professional. He is a former Regional Director of FEMA (Alaska, Idaho, Oregon, and Washington). Over his 26 year public service career, he has led response and recovery efforts to approximately 30 federally declared disasters on behalf of federal, tribal, and local governments.



**Ms. Crystal Hill-Pennington, J.D.** has worked in government, policy, and law for over 20 years, with a particular focus on programs and policies supporting Indigenous communities. She is passionate about business and government leadership strategies, and her work has led to nationally-recognized academies and training for private businesses and Tribal, federal, state, and local governments.



**Ms. Amber Jusefowytch** is a long time Alaskan with over 20 years of grant-funded project management lifecycle experience. She has procured funding for and executed a wide variety of municipal, tribal, and private sector projects with a twin emphasis on infrastructure construction and specialized equipment procurement. She has a deep understanding of supply chain logistics as they relate to Alaskan seasonality and performs budget analysis and forecasting for relaxation.

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into and made effective as of this \_\_\_\_th day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **City of Utqiagvik ("COU")**, Alaska and **TRIBN LLC**, an Alaska Native Owned limited liability company (the "Consultant"), each of which is a "Party" or, collectively, the "Parties" to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement of Consultant. COU hereby engages Consultant, and Consultant hereby agrees, that during the Term of this Agreement, Consultant shall provide and perform for the benefit of COU the Consulting Services set forth in the attached Scope of Work (Exhibit A).
2. Term. The Term of this Agreement shall begin on the Effective Date, and shall be considered in effect for one (1) year. The term may be extended by notice in writing. The Agreement may also be terminated by mutual consent.
3. Termination. This Agreement can be terminated by COU or Consultant for any reason, including for convenience, on five (5) days written notice or the effective date of termination set forth in the termination notice, if later. Upon the effective date of termination, Consultant shall immediately discontinue all services affected and deliver to COU all work and other materials prepared under this Agreement, all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process, and other COU property in Consultant's possession. If termination occurs, compensation paid to Consultant outlined in Section 4 hereof, will be prorated and reimbursed to COU.
4. Compensation. As compensation for Consultant's Consulting Services during the Term, COU hereby agrees to pay Consultant the approved services rendered as approved in **Exhibit A** and its amendments through subsequent Task Orders. Monthly invoicing will be based on monthly retainer.
5. Reimbursement of Expenses. In addition to compensation to Consultant set forth in Section 4 hereof, the COU shall reimburse Consultant for reasonable expenses ("Expenses") incurred in connection with the performance of the Consulting Services. All Expenses incurred by Consultant in connection with the performance of the Consulting Services, including, but not limited to, travel expenses, GSA per diem, supplies, postage, and overnight mailing charges, will be billed to COU at cost plus 15% markup. Provided, however, Consultant must obtain prior approval from COU for any travel-related expenses. Consultant agrees to submit receipts and requests for reimbursement of Expenses. COU agrees to make payment to Consultant for reimbursement of the Expenses no more than ten (10) working days following receipt of Consultant's request for payment.



6. Independent Contractor Status: Authority. The relationship of Consultant to COU is that of an independent contractor and not an agent, servant, or employee of COU.

7. Notices. All notices or other communications provided for by this Agreement shall be in writing and shall be deemed properly given immediately upon hand delivery or electronic email submission to the e-mail address below or, if mailed, five (5) business days after depositing in the U.S. Mail.

If to COU:

Mayor Asisaun Toovak,  
City of Utqiagvik  
2022 Ahkovak St., P.O. Box 629,  
Barrow, Alaska 99723-0629  
Phone: (907) 852-5211  
Email: asisaun.toovak@utqiagvik.us

If to Consultant:

Lars Nelson, CEO  
TRIBN, LLC  
P.O. Box 1782, Barrow, AK 99723  
Cell: (907) 242-1612  
Email: lars.nelson@TRIBN.pro

8. Complete Agreement. This Agreement supersedes any and all agreements and understandings, whether oral or in writing, between Consultant and COU with respect to the subject matter contained herein. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either Party and that no oral agreements or understandings between the Parties shall be binding upon them.

9. Consultant Disclosure. COU understands that Consultant may consult or work with other companies which may, from time to time, compete with COU. As of the Effective Date, Consultant does not anticipate that such other consulting or work would materially interfere with its performance of services under this Agreement.

10. Indemnity. To the fullest extent permitted by law, the COU shall defend, indemnify, and hold harmless the Consultant and its affiliates, agents, officers, members, attorneys, contractors, heirs, and assigns (collectively, the "Indemnitees" and each such person an "Indemnitee") from and against any and all losses, claims, damages, liabilities, and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including by the COU), other than by an Indemnitee, arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, (ii) the performance by the Consultants hereunder, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the

foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the COU, and regardless of whether any Indemnitee is a party thereto, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and unappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the COU against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder, if the COU has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be deemed an original, and all of which together shall constitute one and the same instrument. A scanned or electronic copy shall be enforceable as an original.

12. Assignment. Neither party shall assign or subcontract its rights, duties, or obligations under this agreement.

13. Waiver. No waiver by either party of any breach by the other party of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement. Any waiver shall be effective only if set forth in writing.

14. Modifications. No modifications of this Agreement shall be effective unless in writing and signed by both parties.

15. Severability. If any provision of this Agreement is deemed invalid or unenforceable under any applicable statute or rule of law, the offending provision shall be deleted and the remaining provisions shall not be affected.

16. Interpretation. The parties hereto acknowledge and agree that: (a) the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (b) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was responsible for the preparation of this Agreement.

17. Exclusive Jurisdiction. In the event that a question, dispute, or requirement for interpretation or construction should arise with respect to this Agreement, the jurisdiction and venue therefore shall be exclusively with the state or federal courts of the State of Alaska situated in Anchorage, Alaska.

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the date first set forth above.

City of Utqiagvik  
2022 Ahkovak St., P.O. Box 629,  
Barrow, Alaska 99723-0629

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

TRIBN, LLC  
P.O. Box 1782  
Utqiagvik, AK 99723

LARS NELSON  
By: Lars Nelson, Founder/President/CEO

3/10/2023  
Date