

LAKE AND PENINSULA BOROUGH

RESOLUTION 16-12

A RESOLUTION APPROVING CERTAIN UNINCORPORATED COMMUNITITES AND THEIR RESPECTIVE NATIVE VILLAGE COUNCIL AND/OR INCORPORATED NONPROFIT ENTITY FOR PARTICIPATION IN THE FY17 COMMUNITY REVENUE SHARING PROGRAM

WHEREAS, AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Revenue Sharing Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

WHEREAS, the unincorporated community has either a Native village council or incorporated nonprofit entity that will agree to receive and spend the Community Revenue Sharing payment for the public benefit of the unincorporated community; and

WHEREAS, the unincorporated community has 25 or more residents residing as a social unit; and

WHEREAS, at least three of the following services: fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue; are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality.

NOW THEREFORE BE IT RESOLVED, that the Assembly of Lake and Peninsula Borough, by this resolution hereby certifies that the following unincorporated communities and their respective Native village council or incorporated nonprofit entity are eligible for funding under the FY 17 Community Revenue Sharing Program:

| Unincorporated Community | Native village council or nonprofit entity |
|--------------------------|--|
| Chignik Lagoon | Chignik Lagoon Village Council |
| Chignik Lake | Chignik Lake Village Council |
| Igiugig | Igiugig Village Council |
| Iliamna | Iliamna Village Council |
| Kokhanok | Kokhanok Village Council |
| Levelock | Levelock Village Council |
| Pedro Bay | Pedro Bay Village Council |
| Perryville | Native Village of Perryville |
| Port Alsworth | Port Alsworth Improvement Corporation |

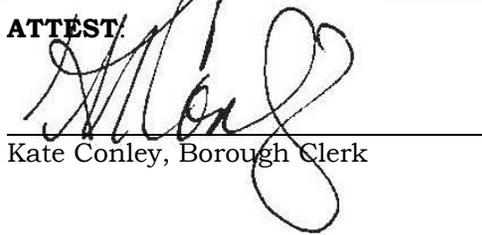
PASSED AND APPROVED, by a duly constituted quorum of the Lake and Peninsula Borough Assembly this 9th day of May, 2016

IN WITNESS THERETO:



Glen Alsworth Sr., Mayor

ATTEST:



Kate Conley, Borough Clerk



The Lake and Peninsula Borough



EMPLOYMENT AGREEMENT FOR CONSULTING SERVICES

Introduction

The Lake and Peninsula Borough (hereinafter "the Borough") and Lamar Cotten (hereinafter "the contractor") have reached an agreement whereby the contractor will provide consulting services to the Borough on municipal issues on a time and materials basis. This employment agreement states the terms, conditions, compensation, and scope of work agreed to by both parties.

Term of Agreement

This agreement secures the services of the contractor as a municipal consultant for the period beginning January 1, 2016 and ending June 30, 2016. The contractor's time allocation shall be subject to specific requests by the Borough Manager.

Compensation

The Borough Agrees to pay Contractor at the rate of \$140.00 / hour. Subject to modification by mutual agreement, total compensation for the term of this agreement shall not exceed a monthly amount of \$5,000.00.

It is understood by both parties that this compensation includes all normal and routine phone, fax, copying, mailing, equipment, and other miscellaneous, indirect, and third party costs incurred while conducting Borough related business. Extraordinary phone, fax, copying, or mailing costs may be reimbursed by the Borough upon prior approval by the Manager. It is understood further that travel and per diem will be reimbursed at actual cost and will be contingent upon written or verbal "before the fact" approval from the Manager.

Contractor will invoice the Borough with an itemized invoice of time and effort and reimbursable costs. Copies of paid invoices/receipts for reimbursable expense should be attached

Scope of Work



The Lake and Peninsula Borough



See Appendix A

Amendments

Any changes or modifications to the terms, scope of work, or compensation provisions of this agreement shall be agreed to by both parties. All changes shall be in writing and signed by both the Borough Manager and the Contractor.

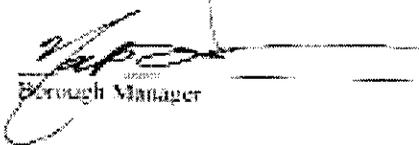
Termination

Either party may terminate this agreement, with or without cause, by providing the other party with a written thirty (30) day notice. Contractor will provide to the borough a final billing for hours and materials with-in 30 days of termination of this agreement. Any billing by the Contractor after the thirty days from the termination of this agreement, will be deemed invalid charges and not be paid.



Contractor

Date: 1/13/15



Borough Manager

Date: 1/13/2015

APPENDIX A

SCOPE OF WORK

The services provided by the Contractor shall, at the direction of the manager include:

1. Work with various parties on a series of borough capital projects;
2. Work with funding agencies such as AEA, AHFC, Denali Commission, and others, on borough projects; and
3. Assist with borough long term planning on various regional and other related issues.