

Cody Rice

• codyrice1@yahoo.com • 907.632.8005

Experience

- **Alaska State Legislature, Speaker of the House** **Alaska**
 - *Professional Staff* *Apr 2023 – current*
 - Fiscal policy analysis for the Speaker and House Majority
- **UBS Evidence Lab** **NYC/Alaska**
 - *Data Strategist (Energy, Materials & ESG)* *Mar 2020 – Mar 2023*
 - Led a team responsible for all Energy and ESG data produced by UBS Evidence Lab
 - Responsible for development, enhancement, and marketing of multiple new datasets including several of the top-10 most downloaded datasets by buyside clients (out of 1,000+):
 - European Natural Gas Monitor – pipeline volumes, LNG imports and storage monitor
 - US Residential Migration Monitor – monthly migration trends using US Postal data
 - US LNG and refined products shipping export datasets
 - Global Oil & Gas Heat Signature Monitor – company-specific gas flaring volumes and macro activity monitor; matched Libya port re-opening with ~98% R²
 - Global Cyber Posture Monitor – company-specific time series data for benchmarking common vulnerabilities and exposures and time to resolution by severity
 - Global Traffic Congestion Monitor – vehicle traffic trends
 - US Midstream Rig Monitor – matched rig activity to nearby gas processing plants
 - US Utilities Weather Monitor – heating and cooling degree day trends by utility territory
 - US PFAS Exposure – PFAS sites matched to water company territories
 - Supported 30+ Equity Research Analysts as well as external buyside clients
 - Presenter at the 2022 UBS NYC Quant Conference: Global Cyber Posture Trends
- **Wood Mackenzie** **NYC/Houston**
 - *Research Director (Institutional Investor Service)* *Jun 2015 – Mar 2020*
 - Responsible for influencing the direction of energy research to appeal to asset managers as well as directly authoring content and fielding client questions across the energy value chain
 - Supported more energy buyside clients and associated revenue than any other analyst, generated more client interactions and credit usage than any other analyst
 - Most frequently requested speaker at Wood Mackenzie's NYC Energy Buyside Briefing
 - *Senior Analyst (Americas Upstream)* *Jul 2013 – Jun 2015*
 - Authored three of the top ten most-read reports in 2014, generating more than 10,000 client downloads (>150% of the average analyst)
 - Billed more consulting hours than any other Research Analyst (2014)
 - Identified and outlined a database process fix saving multiple days of analyst time annually
- **BP Alaska** **Anchorage, AK**
 - *Commercial Analyst – Reservoir Development* *Feb 2012 – Jul 2013*
 - Delivered economic and commercial support for a US\$100mm+ drilling program at Prudhoe Bay, including seeking approval from the region president
 - Prepared SEC and trustee reports relating to the Prudhoe Bay Royalty Trust (BPT)

- **Alaska Department of Revenue, Tax Division** **Anchorage, AK**
 - *Petroleum Economist* 2009 - 2012
 - Supervised creation of the Department's official 2012 oil production forecast
 - Deposed and testified under oath in a US\$100+ million property tax trial
 - Created an economic model of potential state revenue impacts from climate change legislation on oil and gas assets that was used to support policy decisions by the Governor and Congressional delegation
- **Alaska Department of Natural Resources, Division of Oil and Gas** **Anchorage, AK**
 - *Commercial Analyst* 2007 - 2009
 - Member of the Governor's cabinet-level gas pipeline team tasked with passing a gas pipeline bill and monetizing Alaska gas (~US\$40Bn project and 4.5Bcf/d+)
- **Alaska Legislature, Resources Committee Co-Chair** **Juneau, AK**
 - *Chief of Staff* 2003 - 2007
 - Held progressively more senior roles from Committee Aide to Chief of Staff
 - Provided research and advice to the Co-Chairman on matters related to oil and gas, including a multi-billion dollar tax change

Education

- **University of Alaska Fairbanks** **Fairbanks, Alaska**
 - Master of Science – Resource and Applied Economics 2010
 - *Project topic: Potential cap-and-trade costs for the \$40Bn+ Alaska gas pipeline*
- **Colorado School of Mines** **Golden, Co**
 - Petroleum Super School 2009
 - 21-day intensive course for new-hire engineers in the petroleum industry. 144+ hours of petroleum engineering and geology course instruction from the CSM faculty
- **University of Alaska at Fairbanks** **Fairbanks, AK**
 - Bachelor of Arts in Political Science 2004
 - Spanish Minor

Skills Training and Work

- Upstream oil and gas economics; writing and editing; presentation skills; knowledge of upstream oil and gas industry trends and themes; unconventional play and type curve analysis; E&P operational benchmarking
- Microsoft Office Suite, Wood Mackenzie product suite, DrillingInfo/Enverus, Spotfire, SQL, Python (beginner), QGIS (beginner)

LUKE NIEDRINGHAUS

ADDRESS

330 HIGHTOWER RD

B201

GIRDWOOD, AK 99587

CONTACT NUMBER

605-595-2481

EMAIL

LPNIEDRINGHAUS@GMAIL.COM

ELIAGABILITY

- Girdwood Resident and homeowner
- Raising a family in our community

OBJECTIVE

PUBLIC SAFETY ADVISORY COMMITTEE

QUALIFICATIONS

- Airline Transport Pilot;
Airplane Multi Engine Land
- Type Ratings;
B737, B777, MD11, DHC8
- Commercial Privileges; Airplane
Single Engine Land and Sea
- FAA First Class Medical Certificate
- Certified Flight Instructor;
ASE, AME, Instrument Airplane
- Ground Instructor;
Advanced, Instrument
- FCC Restricted Radiotelephone
Operator Permit

WORK EXPERIENCE

UNITED AIRLINES | September 2022 - Present

San Francisco, CA

B777 First Officer

- Part 121 B737 First Officer.

ATLAS AIR | April 2019 - August 2022

Purchase, NY

B777 First Officer

- Part 121 B777F First Officer.

WESTERN GLOBAL AIRLINES | May 2018 - March 2019

Estero, FL

MD 11 First Officer

- Part 121 MD11 First Officer.

CORVUS AIRLINES DBA RAVN ALASKA | June 2017 - April 2018

Anchorage, AK

DHC-8 First Officer

- Part 121 Dash 8-100 First Officer.

GRANT AVIATION | April 2016 - May 2017

King Salmon, AK

Pilot in Command

- Part 135 Cessna 207 PIC.
- Load and unload aircraft at village outstations.

SOUTH DAKOTA STATE UNIVERSITY | May 2015 – April 2016,

August 2016 – April 2017 (Part Time) Brookings, SD

Aviation Instructor

- Provided flight instruction in a Part 141 environment.
- Served part time as a check instructor.

MAVERICK AIR CENTER | October 2013 – January 2016

Sioux Falls, SD

Customer Service Representative

- Provided customer service for a Fixed Base Operator serving General Aviation and Airlines.
- Coordinated aircraft ground services.
- Loaded charter aircraft.

EDUCATION

AUGUSTANA COLLEGE | May 2015

Sioux Falls, SD

Bachelor of Arts; Government and
International Affairs

Tyler Ross Cresswell

PO Box 788
Girdwood, Alaska 99587

Cell: (907) 312-0498
Email: tyler.cresswell@AtlasAir.com

Objective Appointment to GBOS Public Safety Advisory Council Seat

Work History

Atlas Air – CVG, MIA, ANC April 2017 - Present
Chief Pilot, Anchorage, AK
Check Pilot, Simulator, B-777
Captain, B-777
Simulator Instructor, B-777
Calibration Lead, B-777
Instructor, Systems, General Subjects, BI, LQT Training
Program Administration, Flight Training Manual SME
Project Pilot, MX, NRFO, Ferry, B-777 Fleet Office

Horizon Air – Anchorage, Alaska January 2016 – April 2017
First Officer, DHC-8

Ryan Air – Kotzebue, Alaska January 2014 – January 2016
Captain C-207, First Officer C-212
Pilot Representative to the Safety Committee
Operations, Maintenance, and Regulatory Compliance Policy development

Education

Rocky Mountain College – Billings, MT
Bachelor of Science, Aeronautical Science
Elected Member, Pilot Safety Board

Skills & Experience

Operational oversight and responsibility for 7,000+ flight operations / year

Management / supervision of the 500+ employees based in ANC

Extensive experience in Employee Relations, Hiring, Grievance Dispute, Litigation, LOA Administration, Audit and Tracking

Experience conducting audits for both FAA and Foreign Government Agencies, SAS Compliance Auditing

Training Program Development to include calibration of Instructors and Check Pilots, Ground and Simulator Curricula

Extensive experience in Aircraft Certificate on-boarding, conformity, and FAA Approved Manual development, revision and regulator approval

Girdwood Police Budget
2025 - Draft
Budget WS 1

		2022	2023	2024	2025	2025 Comments
	Non-Labor					
530380	Whittier Police contract	675,000.00	793,044.00	793,044.00	793,044.00	Year 3 of 3 for police contract
530380	CPI increase	33,075.00				Under new contract no CPI increase
540280	Rental of ACS building	6,000.00	6,000.00	6,000.00	12,000.00	Substation rental increase for tenant improvements payback
540640	Car Towing and misc police items	10,000.00	12,000.00	12,000.00	12,000.00	Towing cars, Wildlife disposal, signs, PSA's
	Inter Government Charges (IGC)					
	600320	321				
	600370 IGC Accounts Payable	24.00	279.00	367.00	367.00	
	Direct Cost Grand Total	\$ 724,420	\$ 811,323	\$ 811,411	\$ 817,411	
	Mill Rate Estimate				0.95	
	2024 to 2025 Difference	\$			6,000	

GIRDWOOD POLICE SERVICES CONTRACT

THIS AGREEMENT, is made and entered into this 2nd day of December, 2019, by and between the Municipality of Anchorage, a State of Alaska municipal corporation ("Anchorage"), on behalf of the Girdwood Valley Service Area ("GVSA"), and The City of Whittier, Alaska, a municipal corporation ("Whittier" or "Contractor"). This agreement shall be referred to as the Agreement or the Contract throughout this document.

WHEREAS, the GVSA wishes to procure police services furnished by the Whittier Police Department for a period of three (3) years with two one-year options upon mutual consent of the parties;

NOW, THEREFORE, in consideration of the mutual obligations and promises herein, Anchorage and Whittier agree as follows:

This contract consists of:

- A. Part I, consisting of 11 sections of Special Provisions;
- B. Part II, consisting of 11 sections of General Provisions;
- C. Appendix A – Scope of Services, consisting of 3 pages;
- D. Appendix B – Statement of 911 Services, consisting of 1 page; and
- E. Appendix C – Summary, by Category, of Estimated Expenses, consisting of 1 page
- F. Appendix D – Girdwood Valley Service Area Map AMC 27.30.020, consisting of 1 page

PART I

SPECIAL PROVISIONS

Part I of this Agreement consists of those provisions that are listed below by section number and title.

- Section 1. Definitions
- Section 2. Scope of Services
- Section 3. Time for Performance
- Section 4. Compensation; Method of Payment
- Section 5. Termination of the Contractor's Services
- Section 6. Duties Upon Termination
- Section 7. Insurance
- Section 8. Assignments
- Section 9. *Omitted.*
- Section 10. Notices
- Section 11. Force Majeure

Section 1. Definitions.

A. "Administrator" means the Director of the Municipality of Anchorage Department of Public Works, or the Director's designee.

B. "Anchorage" means the Municipality of Anchorage, including the GVSA as defined in subsection D of this section.

C. "Contractor" means The City of Whittier, Alaska.

D. "GVSA" means the area currently depicted as the Girdwood Valley Service Area in Anchorage Municipal Code 27.30.700, as shown on the map in Appendix D.

Section 2. Scope of Services.

A. The Contractor shall perform professional services in accordance with Appendices A and B, which is attached hereto and incorporated in this section by reference.

B. Anchorage shall not be responsible for any costs associated with additional services

unless Anchorage has consented in writing to the performance of additional services and agreed to pay costs associated with such services in its written consent. Contractor shall not perform additional services under this contract unless such services arise from and relate to this contract.

Section 3. Time for Performance.

A. This Contract becomes effective when signed on behalf of Anchorage and Whittier.

B. The Contractor shall commence performance of the work described in Section 2 of this Contract on January 1, 2020, for a period of thirty-six (36) months, with option to renew for two one-year extensions.

Section 4. Compensation; Method of Payment.

A. Subject to the Contractor's satisfactory performance and Subsection D, Anchorage shall pay the Contractor FIFTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$56,250) monthly, not less than 25 days in advance of services rendered, provided the first payment shall be made not less than 20 days after execution of this Contract. For the avoidance of doubt, monthly payments made pursuant to this Contract, subject to the Contractor's satisfactory performance, shall annually total SIX HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$675,000), as possibly adjusted by subsection D.

B. The Contractor is not entitled to any compensation under this Contract, other than as expressly provided for in this section. Anchorage is not entitled to any services other than as expressly provided for in section 2, above.

C. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

D. Annual Adjustment of Compensation. Beginning on January 1, 2021 and annually on each January 1 thereafter and for so long as this Contract remains in force, the compensation owed under subsection A shall increase by the percentage increase, if any, in the Consumer Price Index for all Urban Consumers, All Items, Anchorage, Alaska (1982-1984=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (hereafter "CPI-U"), between the figure reported for the second half of the immediately prior year and the figure reported for the second half of the year preceding the immediately prior year. In the event that CPI-U figures for Anchorage necessary to compute the annual adjustment required by this section have not been published by the time a monthly payment subject to adjustment under this section becomes due, Anchorage shall continue to make payments at the unadjusted level until such time as the CPI-U figures become available; after the CPI-U figures become available, Anchorage shall thereafter remit payment adjusted in accordance with this section, and any payments previously remitted for the year that were unadjusted due to the unavailability of the

CPI-U figures shall be retroactively trueed up by additional payment by Anchorage. Contractor shall invoice for annual adjustment not later than sixty (60) days after yearly CPI-U is available.

Section 5. Termination of the Contractor's Services.

The Contractor's services under Part I, Section 2 this contract may be terminated:

A. By mutual consent of the parties.

B. For cause by either party where the other party fails in any material way to perform its obligations under this Contract. "Fails in any material way to perform its obligations," includes, but is not limited to, refusing or failing to investigate a major crime. "Major crime" includes but is not limited to homicide and sexual assault crimes. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor and the other party fails to cure the default within thirty (30) days after receiving the notice.

C. For no cause with twelve (12) months' notice to the other party prior to termination.

Section 6. Duties Upon Termination.

A. *Reserved.*

B. If the Contractor's services are terminated, Anchorage shall pay the Contractor the reasonable value of the services satisfactorily rendered prior to termination. Except as otherwise provided in this contract, the reasonable value of the services rendered shall never exceed the monthly Contract rate for such services rendered prior to termination and any unpaid amount owed up to the date of termination. Contractor shall provide Anchorage with access, to the extent permitted by law and where access does not compromise any outstanding investigations or claims, to any finished or unfinished documents or materials including, but not limited to, police records, evidence in storage, videotaped materials, photographs, phone records, and GVSA-specific social media accounts, prepared by the Contractor under this Contract.

C. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for its actual costs reasonably incurred in performing before termination and (i) for the services rendered and goods delivered prior to termination (with services being pro-rated, if applicable), and (ii) any stranded investment or cost (including license fees, installation costs, and subcontracts or other unrecoverable amounts) reasonably incurred by Whittier as a result of the termination. Payment under this subsection shall never exceed the total compensation allowable under Part I, Section 4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage to the extent the final version thereof would become property of Anchorage had the contract not been terminated.

D. If the Contractor receives payments exceeding the amount to which it is entitled under this section, it shall remit the excess to the Administrator within ninety (90) days of receiving notice to do so and determining that the amount is in excess under the terms of the Contract.

E. The Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owed to Anchorage and requested by the Administrator.

F. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this Contract or otherwise agreed upon in writing by both parties.

G. Except as provided in this section, termination of the Contractor's services under Part I, Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Insurance.

A. The Contractor shall keep in good standing the insurance described in subsection B of this section. Before rendering any services under the Contract, the Contractor shall furnish the Administrator with proof of the insurance in accordance with subsection B in a form acceptable to the Risk Manager for Anchorage.

B. The Contractor shall provide the following insurance:

1. Workers' compensation and employer's liability coverage in the amount of \$500,000 as required by Alaska law.
2. Commercial general liability, including contractual and personal injury coverage in the amount of \$5,000,000 per occurrence, \$10,000,000 aggregate to include:

Premises Operations
Products and Completed Operations
Blanket Contractual
Broad Form Property Damage
Independent Contractors
Personal Injury

3. Commercial Automobile liability per occurrence in the amount of \$1,000,000, single limit to include owned, hired and non-owned.

C. Contractor shall provide Anchorage with not less than thirty (30) days' notice prior

to cancelling any insurance policy required by this section.

D. Anchorage must be listed as an additional insured on all policies, except Worker's Compensation insurance.

E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage.

Section 8. Assignments.

Unless otherwise allowed by this Contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this Contract or any delegation of duties under this Contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this Contract shall give Anchorage the right to immediately terminate this Contract without any liability for work performed after the date of assignment.

Section 9. Omitted.

Section 10. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage
c/o Superintendent Maury F. Robinson
Department of Public Works
P.O. Box 196650
Anchorage, AK 99519-6650
FAX: (907) 343-8088

Contractor: City of Whittier
Chief of Police
P.O. Box 608
Whittier, AK 99693
FAX: (907) 472-2344

Notices are effective upon the earlier date of receipt, proof of good transmission (facsimiles only), or five (5) days after proof of proper posting.

Section 11. Force Majeure.

A. Any failure to perform by either party due to force majeure shall not be deemed a violation or breach of this Contract.

B. As used in this Contract, force majeure means an act or event of substantial magnitude, beyond the control of the delayed party, which delays the completion of this Contract, including without limitation:

1. Strikes or work stoppages.
2. Any interruption, suspension or interference with services caused by acts of God, or acts of a public enemy, wars, blockades, insurrections, riots, arrests or restraints of governments and people, civil disturbances or similar occurrences, outside the control of Anchorage or Whittier; except that provision shall not be interpreted generally to excuse Whittier from responding to events, such as riots, civil disturbances, or similar occurrences, within the GVSA that are of a nature to which a local police force would typically be expected to respond.
3. Order of court, administrative agencies or governmental officers with jurisdiction to issue such an order, other than those issued by Anchorage, GVSA, or Whittier.

PART II

GENERAL CONTRACT PROVISIONS

Part II of this Agreement consists of those provisions that are listed below by section number and title.

Section 1.	Relationship of Parties
Section 2.	Nondiscrimination
Section 3.	Permits, Laws and Taxes
Section 4.	Nonwaiver
Section 5.	Amendment
Section 6.	Jurisdiction; Choice of Law
Section 7.	Severability
Section 8.	Integration
Section 9.	Liability
Section 10.	Inspection and Retention of Records
Section 11.	Availability of Funds

Section 1. Relationship of Parties.

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in the Contract.

Section 2. Nondiscrimination.

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability except that Contractor may consider an applicant or employee's mental or physical impairment/disability in determining if they are a "qualified individual with a disability" (as that phrase is defined in the Americans with Disabilities Act of 1990).

Such affirmative action shall be applied to actions including, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The Contractor shall state, in all solicitations or advertisements for employees to work on Contract jobs, that Contractor is an equal opportunity employer.

C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation.

D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or vendor of the Contractor under this Contract. Contractor shall not be required to amend or revise contracts with subcontractors or vendors executed prior to the Effective Date of the Contract to include subsections A through C of this section in such subcontract, vendor agreements or purchase orders under the Contract.

E. The Contractor shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

Section 3. Permits, Laws and Taxes.

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Contract. All actions taken by the Contractor under this Contract shall comply with all applicable statutes, ordinances, rules and regulations. The Contractor shall pay all applicable taxes from which it is not exempt pertaining to its performance under this Contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of the Contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. The Contract shall only be amended, modified, or changed by a writing, executed by authorized representatives of the parties, with the same formality as this Contract was executed.

B. For purposes of any amendment modification or change to the terms and conditions of this Contract, the only authorized representatives of the parties are:

Contractor: Jim Hunt
City Manager

Anchorage: William D. Falsey
Municipal Manager

C. Any attempt to amend, modify, or change this Contract by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action rising from this Contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this Contract.

Section 7. Severability.

Any provision of this Contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Liability.

A. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits, or liability, including attorney fees and costs, allegedly arising from any wrongful or negligent act, error, or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees' performance pursuant to this Contract.

B. The Contractor shall indemnify, defend, save and hold Anchorage (or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property, to the extent not attributable to any wrongful or negligent act, error or omission of Anchorage to: (i) a Whittier

Police Officer performing services pursuant to this Contract or (ii) Whittier property used in the performance of services pursuant to this Contract. For purposes of this provision, the phrase "wrongful or negligent act, error or omission of Anchorage" shall not include Anchorage's selection, administration, or monitoring of Whittier's performance under this Contract, or in approving or accepting Whittier's work. All liabilities for salaries, wages, any other compensation, injury or sickness, employment taxes, and employment claims arising out of or stemming from an Officer's performance under this Contract shall be the responsibility of the Contractor.

C. Anchorage and Contractor shall each pay half of any fees and costs, including but not limited to reasonable attorney's fees (at rates typically paid by Contractor for similar work) and costs, arising out of or resulting from legal claims filed against Contractor or public records requests made of contractor when those claims or requests (a) relate to this Contract or its performance and (b) intentionally harass or unduly burden Contractor. A decision maker appointed and employed by the State of Alaska's Office of Administrative hearings (hereafter referred to as the "Hearing Officer") shall determine whether a claim or request (a) relate to this Contract or its performance and 9b) was filed with the substantial intent of harassing or unduly burdening Contractor. The costs and fees associated with retaining the Hearing Officer shall be paid by contractor but if the challenged claims or requests are found by the Hearing Officer to relate to this Contract or its performance and be intentionally harassing or unduly burdensome, Anchorage shall reimburse Contractor for half of the costs and fees for retaining the Hearing Officer. In the event that the Office of Administrative Hearings is unable to provide the services detailed in this subsection, a hearing officer agreed upon by both parties shall be retained. The parties may mutually consent to waiving the Hearing Officer determination if the parties agree that it is more likely than not that a claim or request relates to this Contract or its performance and was brought or made to intentionally harass or unduly burden Contractor. Contractor may elect to pay all costs associated with any claims or requests even if such claims or requests appear to qualify for cost-sharing under this subsection.

D. Nothing in this Agreement is intended to abrogate or limit either parties' ability to avail itself to any legal defenses it may have, including the doctrine of qualified immunity.

Section 10. Inspection and Retention of Records.

Every six (6) months from the effective date of this Contract, and upon request with reasonable notice, the Contractor shall submit such other information and reports relating to its activities under this Contract, to Anchorage, in such form and at such times as Anchorage may reasonably require subject to the limitations under law and in this section. The Contractor shall permit Anchorage to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Contract to the extent permitted by law during regular business hours. Contractor shall not be required to create, compile, calculate or categorize records or information to meet a request made by Anchorage or any other entity or person. Anchorage may, at its option, permit

the Contractor to submit its records to Anchorage in lieu of retention requirements under this section. Nothing in this Agreement is intended to, or does, waive any rights or obligations under the Public Records laws contained in the Alaska Statutes or any discovery request, subpoena or other court order that is a part of a litigation proceeding.

Section 11. Availability of Funds.

To the extent that payments and performance under this Contract requires funds from future appropriations, payments and performance under this Contract are subject to such future appropriations. If sufficient funds are not appropriated for payments required under this Contract, this Contract shall terminate without penalty to either party and neither party shall be obligated to make payments or perform under this Contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this Contract on the date and at the place shown below. This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counter parts shall constitute a single agreement.

MUNICIPALITY OF ANCHORAGE



Name: William D. Falsey

Title: Municipal Manager

Date: 12-5-19

CONTRACTOR



Name: Jim Hunt

Title: City Manager

Date: 12-2-2019

IRS Tax Identification No. 92-0041440

Tax Status: Taxable () Non-Taxable (X)

APPENDIX A
~Scope of Work~

1. *Officers. Time of Performance.* Whittier will make available to the GVSA for response to police matters within the GVSA no less than two (2) sworn police officers ("Officers"). Both parties agree that Officers are not required to be present in the GVSA every hour of every day. Except as otherwise provided in this Contract, and as practicable within the discretion of the Whittier Chief of Police, Whittier will provide a minimum of three (3) physical patrols lasting not less than 45 minutes each per day in the GVSA.

2. *Qualifications of Officers.* Officers shall:
 - a. Hold a valid police officer certificate from the Alaska Police Standards Council; or

 - b. Be actively working toward certification and
 - i. Meet the eligibility standards of 13 AAC 85.010(a) (requiring persons hired by a police department to be citizens, 21 years of age or older, of good moral character, in good mental and physical health, and with minimum educational qualifications) and .010(b) (requiring persons hired by a police department not to have certain disqualifying convictions, certain disqualifying license actions, or to have engaged in certain disqualifying activities related to controlled substances)

 - ii. Have attested and subscribed to the law enforcement Code of Ethics set out in 13 AAC 85.040(b)(5), and

 - iii. Have either successfully completed a basic officer academy meeting the standards of 13 AAC 85.050, or be entitled to waiver and reciprocity under 13 AAC 85.060.

For the avoidance of doubt, no Officer may be provided to the GVSA who has been denied certification, or has had his or her basic certification revoked, unless the denial or revocation has been rescinded by the Alaska Police Standards Council or by the responsible licensing agency of the certificate-issuing jurisdiction.

3. *Substance of Work.* Whittier will provide general law enforcement services to the GVSA, as follows:
 - a. Whittier will enforce State law, including, but not limited to major crimes such as homicide and sexual assault, and may enforce Anchorage

Municipal Code (AMC) Chapter 9.30, Stopping, Standing and Parking Generally, of the Anchorage Municipal Code and any related laws and regulations within GVSA

- b. **Officers will respond to calls for service within GVSA, 24 hours a day, 7 days a week**
 - c. **Officers will work with the State's District Attorney's Office and appear in Court, as needed to support legal proceedings**
 - d. **Officers will be under the exclusive supervision and control of Whittier**
 - e. **Officers will provide service for major festivals and events in Girdwood, including but not limited to, New Year's Eve Celebration, Forest Fair, and Spring Carnival.**
4. ***Equipment.* Whittier, or its subcontractors, will supply all equipment necessary to fulfill the terms of this Contract.**
5. ***Prisoner Transport.* Whittier will transport to the Anchorage Jail the following individuals, if any, arrested by Officers providing service under this Contract.**
- a. **All individuals arrested for felonies**
 - b. **All individuals arrested for crimes of domestic violence as defined in AS 18.66.990(3)**
 - c. **All individuals with outstanding warrants; and**
 - d. **All individuals arrested for misdemeanors for which the statewide bail schedule does not permit release on the individual's own recognizance.**
6. ***Other Individuals Requiring Transport.* Whittier will transport to a suitable facility in Anchorage, individuals within the GVSA, if any, for whom Whittier determines commitment proceedings should be initiated in accordance with Alaska Statutes Title 47.**
7. ***Telecommunications.* Whittier shall maintain radio systems and any needed Alaska Land Mobile Radio Communications System agreements to permit radio interoperability with the Alaska State Troopers, Anchorage Fire Department, Girdwood Volunteer Fire Department, and the Anchorage Police Department to the same extent and with the same licenses and systems licensed or employed by Contractor on the day the Contract is executed.**

8. *Public Safety Committee of Girdwood Board of Supervisors.* Whittier shall make a good faith effort to attend regularly scheduled meetings of the Public Safety Committee of the Girdwood Board of Supervisors. Anchorage anticipates that meetings of the Public Safety Committee will occur monthly, within the GVSA, after regularly scheduled business hours. Public Safety Committee meetings will provide a forum for communication between Whittier and the GVSA. Whittier will at least once annually provide the Public Safety Committee with statistical information regarding calls for service. The Public Safety Committee will exercise no control or direction over Whittier or any Office; the Committee will meet for the purpose for receiving and exchanging information, and solely in an advisory capacity.

9. *Description of Whittier's Allocation of Amounts Paid.* Not later than 30 days after January 1, 2020 and annually thereafter, Whittier shall provide Anchorage with at least a summary, with at least as much detail as the summary appended to this document as Appendix C, of how payments made to Whittier pursuant to this Contract were allocated by Whittier. Said summary shall, at a minimum, disclose to Anchorage the total amount of money that Whittier spent for purposes of fulfilling this Contract, for (a) wages and benefits, and (b) equipment and supplies, and (c) any risk mitigations or contingency costs. The summary under this section shall not constitute a budget for services under this Contract nor shall Whittier be required to separately account for or itemize costs, fees or services that were expended, paid for and/or procured on behalf of the Whittier Police Department.

10. *Emergencies.* Both parties agree that Whittier will not be deemed to have breached this Contract if law enforcement services agreed upon in this Contract are unavailable due to an unanticipated and ongoing emergency within the GVSA or Whittier that requires immediate police attention. The need for police services shall be determined within the sole, reasonable discretion of the Whittier Police Chief.

APPENDIX B

~Statement of 911 Services~

At the time of execution of the Contract, Whittier receives GVSA 911 calls for service from land lines and cellular calls, and is capable of accepting calls forwarded from other federal, state, and municipal agencies. GVSA 911 calls are received through APD Dispatch which routes the 911 based in GVSA to Cordova Dispatch.

Calls received through Cordova Dispatch are recorded and logged in to Whittier Police Department's eFORCE system. All calls are handled through secure encrypted ALMR radio communications.

Whittier maintains a non-emergency local number: 907-783-3223.

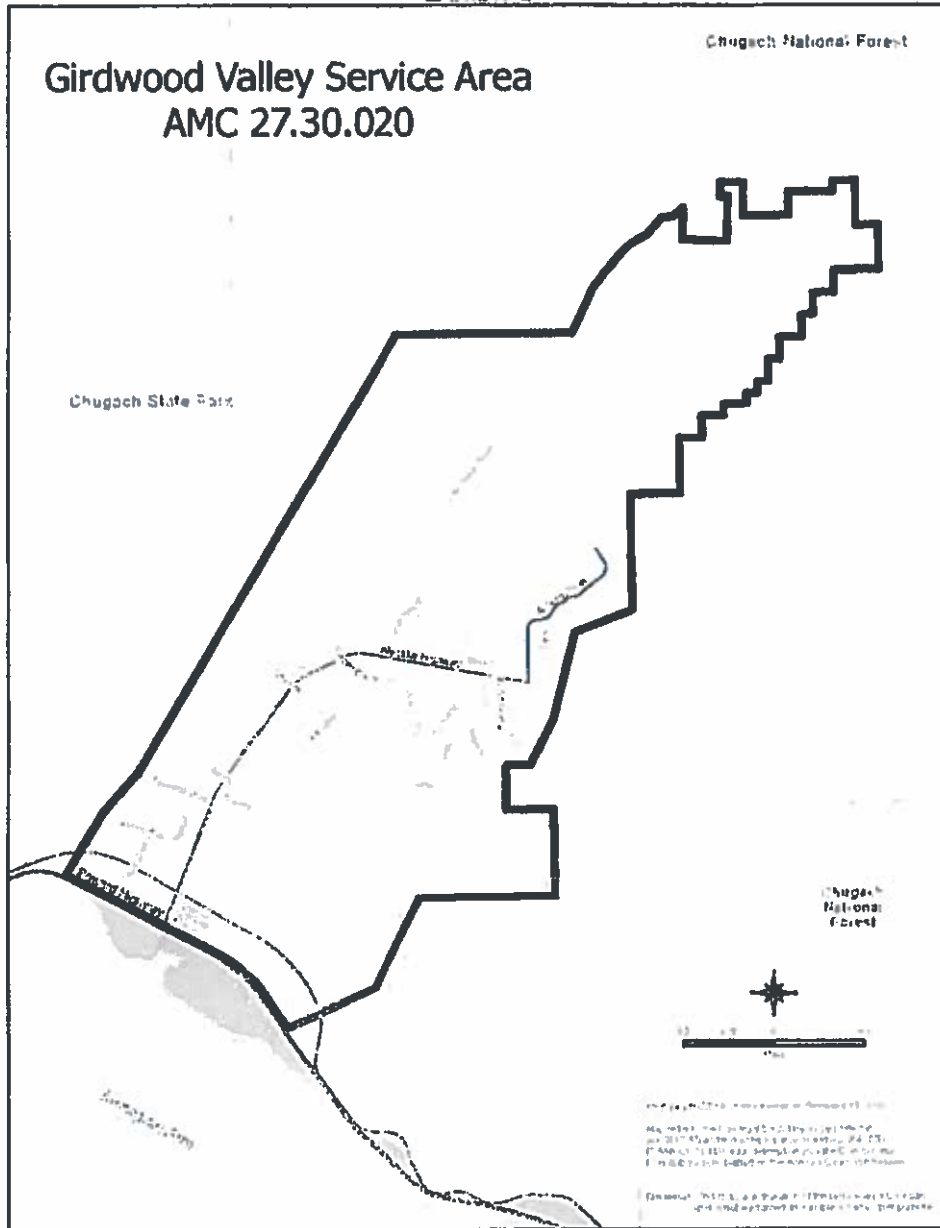
APPENDIX C

~Summary, by Category, of Estimated Expenses~

Summary of 2020 Costs for Girdwood Contract	
Officer Wages and Benefits	\$474,836.70
Uniform and Equipment	\$14,000.00
Liability and Auto Insurance	\$11,250.00
Dispatch Services	\$25,000.00
Vehicle and Equipment Cost, Including Depreciation	\$58,000.00
Vehicle Fuel	\$21,120.00
Supplies including Ammunition	\$8,850.00
Officer Travel and Training	\$5,200.00
Internet	\$10,500.00
Misc. Expenses	\$3,750.00
Admin Costs	\$44,275.47
Total	\$676,782.17

APPENDIX D

~Girdwood Valley Service Area Map AMC 27.30.020~



Girdwood Public Safety Advisory Committee

Answers Your Questions about Girdwood Police Service

Q: How do I call for police service?

A: **Call 911 for emergencies.** Your call is then forwarded to Whittier Police Dispatch if you're calling from the Girdwood Valley Service Area or to Anchorage Police Department Dispatch if you are on the Seward Highway or up Crow Creek Road. **The non-emergency number is 907-783-3223.**

Q: Why does the Whittier Police Department provide police service to Girdwood?

A: Girdwood has partnered with the Whittier Police Department since 2016. Girdwood used to be policed by the Alaska State Troopers, however, their service to Girdwood was discontinued due to state budget limitations. Girdwood residents voted to partner with the Whittier Police Department, and this partnership continues today.

Q: What geographic area does the Whittier Police Department cover?

A: The Whittier Police Department is responsible for policing the City of Whittier, the Girdwood Valley Service Area, and the Anton Anderson Tunnel in a contracted arrangement with the State of Alaska. According to Alaska Statute (AS.35.225) all sworn officers are duty-bound to respond to traffic violations committed in their presence, regardless of location.

Q: Is there a Whittier Police Substation in Girdwood?

A: Yes. The Whittier Police have an office across from Chair 5. The entrance is around the back of the building. The office is staffed by appointment only. Call 907-783-3223 to make an appointment.

Q: Can Whittier Police write parking and speeding tickets?

A: Yes. Money generated from parking and speeding tickets goes into the State of Alaska General Fund.

Q: How do Whittier Police know where my house is?

A: Having a clearly marked street address is important for fire, ambulance, and police response. Whittier Police have been provided Girdwood Maps and Mapbooks from the Municipality of Anchorage (MOA).

Q: If someone is arrested, will they be transported to Whittier?

A: All arrested individuals will be transported to Anchorage for processing by the Alaska Court System.

Q: How do I get a copy of my police report or file a police report?

A: Complete a request for records at: www.whittieralaska.gov. WPD has an office in the building across from Chair 5. The entrance is around the back. Call 907-783-3223 to make an appointment.

Q: How do I file a restraining order?

A: Contact Whittier Police Department at 907-783-3223 and they will assist you with the court process.

Q: I need a background check and fingerprints for work, where should I go?

A: You can obtain a background check from the Alaska State Trooper Office in Anchorage on Tudor Road. There are various private fingerprinting businesses in Anchorage.

Q: What is the Girdwood Public Safety Advisory Committee?

The Girdwood Public Safety Advisory Committee (PSAC) is a subcommittee of the Girdwood Board of Supervisors (GBOS). The PSAC was formed in 2016, with the initial purpose of helping to find "right-sized" policing for our community after the Alaska State Troopers left their Girdwood post. The PSAC's ongoing purpose is to serve as a conduit between the community and law enforcement. The committee consists of four volunteer members who meet monthly. We hear reports from the Girdwood Fire Department Chief, Whittier Police Chief, and Girdwood's Service Area Manager, and review and discuss safety-related issues impacting our community.

Q: When are the Girdwood Public Safety Advisory Committee Meetings?

A: PSAC meets the first Monday of every month at 7 pm in the Girdwood Community Room. Meetings are open to the public, can be attended in person or virtually, and there is always an opportunity for public comment on the agenda.

PSAC meetings are publicly noticed online: www.muni.org/gpsac and are physically posted at the Girdwood Post Office, Gerrish Branch Library, and Girdwood Community Room bulletin boards.

Updated 6.6.23

Emergency? Dial:
911

Local Police Non-Emergency Dial:
907-783-3223

July 2024

CMR

Whittier Police Department

Whittier Police 2024 Statistics - **Girdwood ONLY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov
Traffic / DUI / Parking	29	22	35	61	53	64					
Area and Business Security Check	143	113	164	129	144	108					
Suspicious Activity	5	1	1	10	7	4					
Property Crimes (Theft / Vandalism)	1	3	7	5	7	10					
Assault / Disorderly Conduct	12	3	9	18	9	8					
Drug Problem (Sale / Possession)											
Civil Problem / Citizen Assist	7	7	4	8	6	10					
Welfare Check / Alarm Drop	8	11	7	8	10	12					
Animal Control / Wildlife		1	2	1		3					
Agency Assist	3	2	1	5	6	9					
Other	5	2	6	16	12	10					
Monthly Sub Total	213	165	236	261	254	238					
Annual Running Total	213	378	614	875	1129	1367					

Whittier Public Safety Statistics - **Whittier ONLY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov
Traffic / DUI / Parking	1	3	7	3	27	42					
Area and Business Security Check	12	18	19	16	41	50					
Suspicious Activity		2		2	4	1					
Property Crimes (Theft / Vandalism)	1		1		5	1					
Assault / Disorderly Conduct	3	11	3		2	5					
Drug Problem (Sale / Possession)			1								
Civil Problem / Citizen Assist	1	8	8	4	5	14					
Welfare Check / Alarm Drop	1	3	2	3	6	20					
Animal Control / Wildlife				1	1	4					
Fire / EMS	5	5	4	4	10	25					
Other	5	3			8	14					
Monthly Sub Total	29	53	45	33	109	176					
Running Annual Total	29	82	127	160	269	445					

Annual

Personnel:

Officer Mark Hager's last shift with the Whittier Police Department was July 7th, 2024. Officer Hager served the City of Whittier and Girdwood for over 10 years of dedicated service. He will be missed. We all wish him the best as he continues his law enforcement journey to the State of Oregon.

Officer Bradley Adams is our newest officer. He started with the Whittier Police Department on July 8th, 2024. Bradley comes to the Whittier Police Department with approximately 3 years of service as a police officer in Alaska. Serving in both Southeast Alaska and Interior Alaska. Please help us to welcome him aboard.

General:

Whittier Police have participated in several events in both Whittier and Girdwood.

On July 4th, Officer Mark Hager led the Whittier's Independence Day Parade, while on duty officers conducted traffic control in Whittier.

And during the Independence Day weekend, we maintained presence in both Whittier and Girdwood for their annual Forest Fair.

Whittier police have also stepped-up enforcement on code violations in Whittier, including parking and camping violations. We urge all residents and visitors to please park and/or camp in designated areas in Whittier. We have transitioned from issuing written warnings to issuing citations.

Special Note:

During the Fourth of July activities in Whittier. Whittier Police Department partnered with Lazy Otter Café / Charters to issue out ice cream cone vouchers to children in Whittier riding bicycles while wearing their helmets.

I would like to acknowledge and thank Lazy Otter Café / Charters and the employees of the Whittier Police and Fire departments who donated the funds that made this kids programs work.

Girdwood Public Safety Advisory Committee

Operating Procedures

The Girdwood Public Safety Advisory Committee (GPSAC) is an advisory body with specific responsibility for public safety, including liaising with any contracted police and public safety services within the Girdwood Valley Service Area. The GPSAC reports to the Girdwood Board of Supervisors (GBOS).

I. Meetings

- Regular meetings are held the first Monday of each month, unless a national holiday or other important event conflicts. Meetings that are re-scheduled will be properly noticed at least one week in advance of the meeting date.
- Special Meetings may be called with a minimum of 24 hours advance notice. Special Meetings are open to the public and must be properly noticed 24 hours in advance of the meeting.
- Meetings are public and open to all interested members of the community or other observers.
- A previously published agenda is followed at each meeting. Draft Minutes of the prior meeting will be posted along with the draft agenda at least one week in advance of the meeting date.
- The chair or designee leads the meeting; staff or designee takes and publishes minutes of the meeting.
- Robert's Rules of Order will be followed when necessary.
- Public Comment will be an agenda item at all Regular and Special meetings.

II. Selection of Voting Membership and Term of Service

- Voting members of the GPSAC are selected to serve for two year terms by a system of application to the Girdwood Board of Supervisors. Selection of members will occur in GBOS Executive Session.
- Voting members of the GPSAC must be registered to vote in the Girdwood Valley Service Area.

- Terms are to be staggered so that all members do not change over on the same year.
Seats A & B renew in March every year ending in odd numbers
Seats C & D renew in March every year ending in even numbers

- Voting members are required to attend 75% of meetings. Members who are not able to meet this commitment will be replaced through a system of application to and selection by the GBOS.

III. Voting Membership

- The GPSAC consists of 4 full voting members plus the GBOS Public Safety supervisor as an ex-officio member.

- A quorum of at least 3 of the 4 voting members is required in order for the meeting to be held.

IV. Decision Making

- Any member may entertain, propose or second a motion.
- Once seconded, a motion will be discussed by members then the public will be invited to comment on the motion.
- All motions are passed by a majority of the full voting members. The ex-officio GBOS member may vote only to break ties between full voting members.
- In the event that the GBOS ex-officio member does not break the tie, the full voting members may immediately re-vote once. If the re-vote is tied then the motion will fail.

V. Modifications to this document

- Members may modify this document with a majority vote following the decision-making process described above.

Girdwood Public Safety Advisory Committee
c/o GBOS
PO Box 390
Girdwood, AK 99587
Adopted 1-Sept-2016