



**City and Borough of Wrangell
Borough Assembly Meeting
AGENDA**

September 10, 2013 – 7:00 p.m.

Location: Assembly Chambers, City Hall

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Pamella McCloskey
- b. INVOCATION to be given by
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
 - i. Certificate of Service - Christie L. Jamieson, Borough Assembly

2. ROLL CALL

3. AMENDMENTS TO THE AGENDA

4. CONFLICT OF INTEREST

5. CONSENT AGENDA

- a. Item (*) 6a

6. APPROVAL OF MINUTES

- *a. Minutes of the Regular Assembly meeting held August 27, 2013

7. COMMUNICATIONS

None.

8. BOROUGH MANAGER'S REPORT

9. BOROUGH CLERK'S FILE

10. MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS

- a. Reports by Assembly Members
- b. Appointment to fill the vacancy of Seat "E" on the Borough Assembly
- c. Appointment to fill the vacancy on the Planning & Zoning Commission
- d. Appointment to fill the vacancy on the Economic Development Committee
- e. Appointment to fill the vacancy on the Parks & Recreation Board

11. PERSONS TO BE HEARD

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2013
- b. Approval of the revised Wrangell Medical Center Bylaws
- c. Discussion and Possible action on the process for hiring the new Borough Manager
- d. Approval to send a Letter of Support for HR 1526 to the Natural Resources Committee
- e. Approval of the first amendment to the Engagement Letter as part of the Master Services Agreement between PeaceHealth and the City & Borough of Wrangell
- f. Approval to send a Letter of Support for the Renewable Energy Fund Grant (Round VII) SEAPA Wind Resource Assessment
- g. Discussion and possible action to sending a Letter to the SEAPA Board to request a vote to remove the Wrangell SEAPA Board voting member

14. ATTORNEY'S FILE

15. EXECUTIVE SESSION

16. ADJOURNMENT

Agenda Items 1 - 6

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY

AGENDA ITEM

September 10, 2013

ITEM NO. 1 CALL TO ORDER:

INFORMATION: *The Mayor, by code, is required to call the meeting to order at 7:00 p.m. in the Borough Assembly Chambers. Special meetings or continued meetings may be called for at differing times but at the same location. Notice of such will be required by the Borough Clerk. The Mayor will call the meeting to order according to such special or continued meeting notice. At all meetings of the assembly, four assembly members or three members and the mayor shall constitute a quorum for the transaction of business, but a smaller number less than a quorum may adjourn a meeting to a later date.*

RECOMMENDED ACTION:

The Mayor, as presiding officer, is to call the meeting of the Borough Assembly to order, with the following actions to follow:

- a. Pledge of Allegiance to be given by Assembly Member Pamella McCloskey
- b. Invocation to be given
- c. Ceremonial Matters – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
 - i. Certificate of Service; Christie L. Jamieson, Borough Assembly

ITEM NO. 2 ROLL CALL – BOROUGH CLERK:

INFORMATION: *The Borough Clerk shall conduct a roll call of each elected and duly qualified Assembly Member. Such call shall result in an entry of those present or absent from the meeting. The roll call is primarily utilized in determining if sufficient member(s) are present to conduct a meeting. The Borough Clerk may randomly change the conduct of the roll to be fair to the members of the governing body unless the council determined an adopted procedure for roll call which is different than currently in use.*

RECOMMENDED ACTION:

Borough Clerk to conduct a roll call by voice vote. Each member to signify by saying here, present (or equal) to give evidence of attendance.

ITEM NO. 3 AMENDMENTS TO THE AGENDA:

INFORMATION: *The assembly may amend the agenda at the beginning of its meeting. The outline of the agenda shall be as from time to time prescribed and amended by resolution of the assembly. (WMC 3.04.100)*

RECOMMENDED ACTION:

The Mayor should request of the members if there are any amendments to the posted agenda. ***THE MAYOR MAY RULE ON ANY REQUEST OR THE ASSEMBLY MEMBERS MAY VOTE ON EACH AMENDMENT.***

ITEM NO. 4 CONFLICT OF INTEREST:

INFORMATION: *The purpose of this agenda item is to set reasonable standards of conduct for elected and appointed public officials and for city employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position.*

An elected city official may not participate in any official action in which he/she or a member of his/her household has a substantial financial interest.

ITEM NO. 5 CONSENT AGENDA:

INFORMATION: *Items listed on the Consent Agenda or marked with an asterisk (*) are considered part of the Consent Agenda and will be passed in one motion unless the item has been removed by an Assembly Member or the Mayor and placed on the regular agenda.*

RECOMMENDED ACTION:

Move to approve those Agenda items listed under the Consent Agenda and those marked with an asterisk (*) Items:

****6a***

ITEM NO. 6 APPROVAL OF MINUTES:

INFORMATION:

6a Minutes of the Regular Assembly meeting held August 27, 2013

CERTIFICATE OF SERVICE

The City & Borough of Wrangell, Alaska
Presents this Certificate of Service to:

Christie L. Jamieson

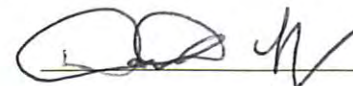
for her service and dedication on the Borough Assembly
from:

April 2013 – August 2013



ATTEST: Kim Lane, Borough Clerk

Dated this 27th day of August, 2013



David L. Jack, Mayor

**Minutes of Regular Assembly Meeting
Held on August 27, 2013**

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., August 27, 2013, in the Borough Assembly Chambers. Assembly Members Stough, McCloskey, Wiederspohn, and Christian were present. Assembly Members Jamieson and Stokes were absent. Interim Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

Pledge of Allegiance was led by Assembly Member James Stough.

Invocation was given by Karen Morse with the Baha'i Faith.

CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*

Certificate of Service was presented to Timothy Berberich, Parks & Recreation Board (to be mailed by the Borough Clerk).

AMENDMENTS TO THE AGENDA

There were no amendments to the Agenda.

CONFLICT OF INTEREST

Assembly Member Christian declared a perceived conflict of interest to Agenda Item 13e.

Mayor Jack said that as long as the Assembly did not take any action on this item, to take part in the discussion would be a conflict of interest.

The Assembly concurred with the Mayor's ruling.

CONSENT AGENDA

Moved by Stough, seconded by Christian, to approve Consent Agenda Items marked with an (*) asterisk; 6a, 7a, & 7b. Motion approved unanimously by polled vote.

APPROVAL OF MINUTES

*6a Minutes of the Public Hearing held July 23, 2013; Minutes of the Regular Assembly meeting held July 23, 2013; Minutes of the Special Assembly meeting held July 26, 2013; Minutes of the Public Hearing held August 12, 2013; Minutes of the Special Assembly meeting held August 12, 2013

COMMUNICATIONS

*7a Wrangell 2014 Liquor Listing Renewals

*7b School Board Action from the Regular meeting held August 19, 2013

BOROUGH MANAGER'S REPORT

Interim Borough Manager Jabusch's report was provided.

In addition to the report, Jabusch reported on:

- Cassiar Street
 - Funding approved
 - In the process of getting DEC approval
 - Construction to begin the first part of Spring, 2014

BOROUGH CLERK'S FILE

Borough Clerk Lane's report was provided.

In addition to the report, Lane reported on:

- Upcoming dates to remember
- Deadline to file Declaration of Candidacy for various seats
- Deadline to register to vote

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS

10a Reports by Assembly Members

Assembly Member Christian reported on the AML Legislative Summer Meeting that he and Mayor Jack attended. He reported on the following topics:

- PERS
- HB152 (PERS Termination Studies)
- Premera – Blue Cross Blue Shield of Alaska
- State cuts for next year
- SB90 (School District Health Insurance)
- Federal Issues

Mayor Jack thanked Southeast Construction (SEACON) for the grading Shoemaker Bay parking lot.

Assembly Member Stough suggested sending a "thank you" letter to SEACON.

Interim Borough Manager Jabusch stated that he would send the letter.

10b Acceptance of Resignation from Assembly Member Christie L. Jamieson as Assembly Member on the Borough Assembly

Moved by Christian, seconded by Stough, to accept the resignation from Assembly Member Christie L. Jamieson as Assembly Member on the Borough Assembly. Motion approved unanimously by polled vote.

10c Appointment to fill the vacancies on the Planning & Zoning Commission

There was one letter of interest received from Don McConachie Sr.

With the consensus of the Assembly, Don McConachie Sr. was appointed to fill the vacancy on the Planning & Zoning Commission for the unexpired term ending October 2014.

Mayor Jack stated that there were no letters of interest received for the vacancy with the term ending October 2013; we would continue to advertise.

10d Appointment to fill the vacancy on the Economic Development Committee

Mayor Jack stated that there were no letters of interest received for the vacancy; we would continue to advertise.

10e Appointment to fill the vacancy on the Parks & Recreation Board

Mayor Jack stated that there were no letters of interest received for the vacancy; we would continue to advertise.

PERSONS TO BE HEARD

Warren Edgley, 209 First Ave., voiced his concerns about SEAPA. Specifically:

- How members vote
- No component in the rate structure to cover the cost of maintaining the inner tyee
- SEAPA talking about raising the dam at Swan 15 feet; this will not create any more water
- They will take water in the summer from Tyee, generate electricity from it, and send the electricity to Ketchikan
- Allows Ketchikan to save water to use in the winter
- SEAPA talking about creating a diesel protocol that states that Petersburg and Wrangell would subsidize the cost of diesel for Ketchikan

UNFINISHED BUSINESS

12a Approval of the Revised 2013 Wrangell Medical Center Personnel Policies (tabled at the July 23, 2013 meeting)

Moved by Christian, seconded by Stough, to take from the table the motion to approve the Revised 2013 Wrangell Medical Center Personnel Policies as required by Wrangell Municipal Code 3.32.030 (D).

Assembly Member Stough stated that there were still some items in the personnel policies that needed review.

Interim Borough Manager Jabusch asked that any questions or comments regarding the proposed policies be forwarded to the Borough Clerk by Friday, September 6, 2013. He

further stated that once the Hospital Board reviewed the changes and approved them on the Board level, they would come back to the Borough Assembly for approval.

Motion approved unanimously by polled vote.

Moved by Christian, seconded by McCloskey, to place this item under Unfinished Business for the Regular Assembly Meeting to be held on September 24, 2013. Motion approved unanimously by polled vote.

NEW BUSINESS

13a RESOLUTION NO. 08-13-1284; A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC) GRANT FUNDS FOR THE PROJECT ENTITLED WATER SYSTEM IMPROVEMENTS AS THE NUMBER ONE LOCAL STATE FUNDING PRIORITY FOR FISCAL YEAR 2014-2015; AND PROVIDING FOR AN EFFECTIVE DATE

Moved by McCloskey, seconded by Stough, to approve Resolution No. 08-13-1284.

Assembly Member Christian clarified for the public that this resolution would move this capital project to the number one spot on the list of Capital Projects for Wrangell.

Interim Manager Jabusch further clarified that this was a requirement of the granting agency and that we would receive more points by placing this item as the communities' number one project.

Motion approved unanimously by polled vote.

13b Authorization to Reimburse AICS for Relocation Costs

Moved by Stough, seconded by McCloskey, to approve the reimbursement of \$100,000 to Alaska Island Community Services for the purpose of offsetting expenses incurred as a result of relocating their facility to the Alpine site.

Assembly Member Christian voiced the following concern:

- The email that the Assembly had received was from 2011
- Why this item wasn't in the budget
- AICS had received approximately 2 acres of land at no charge from the Borough

Mayor Jack said that this item should have been brought to the Borough Assembly for approval before the negotiations had concluded back in 2011.

Assembly Member Christian asked where the funds would come from.

Interim Borough Manager Jabusch answered that they could come out of the Economic Development Recovery Funds or the General Fund Reserves; it was up to the Assembly.

Mark Walker, 512 Church St., provided the following clarification:

- AICS and the Wrangell Medical Center had wanted to be relocated to the same campus
- For AICS to change their location, they would incur more money than had been in the budget
- Denali Commission provided a \$150,000 grant
- The City had committed \$100,000
- With the funding, AICS agreed to relocate to the Alpine site
- Relocating ended up costing more than originally anticipated

Warren Edgley, 209 Church St., voiced the following concerns:

- If AICS were to relocate adjacent to the carwash, there would have been land costs involved
- The City granted about 1.2 acres of land to AICS at the Alpine site

Rhonda Christian, 9.2 Mile, voiced the following concerns:

- Mayor, Vice-Mayor, and City Manager has no authority to make agreements without it going to the Assembly
- Expense was not anticipated
- Was not included in the budget
- No expense reports or receipts showing the relocation costs
- Assembly should reconsider the commitment
- Never brought forward to the Assembly

Assembly Member Stough voiced the following concerns:

- This item should have come before the Assembly for approval before the commitment was made
- This item was not included in the budget

Motion approved with McCloskey, Stough, Wiederspohn, and Mayor Jack voting yea; Christian voted nay.

Moved by Christian, seconded by Stough, to direct the Borough Manager take the reimbursement funds for AICS from the Economic Development Recovery Fund.

Mayor Jack and Assembly Member McCloskey requested that AICS bring in an itemized billing for justification on the relocation costs.

Motion approved unanimously by polled vote.

13c Discussion and possible action regarding the request made by Sara and Charles Gadd for an alleyway

There was no formal action taken.

13d Discussion and possible action regarding support for the IMLA Conference (requested by Mayor Jack)

There was no formal action taken.

13e Discussion and possible action relating to the options for Thomas Bay Power Authority

Assembly Member Christian stated the following:

- In reading the Power Sales Agreement as well as the response from General Manager Nicholls, you can deduct any costs out of the payment to the City & Borough of Wrangell to SEAPA
- If there are any O&M costs that could come out of there, pretty straight forward
- If Petersburg doesn't want to fund their share of the non-net billable, then they didn't fund for their Commission to participate in the Thomas Bay Power Authority
- Not sure why we should fund the commissioners if they are not paying their half
- Thomas Bay Power Authority is kind of separate from the Commission
- If we run short, we should subtract it out of the monthly payment to SEAPA (reimbursable cost)

Michael Nicholls, TBPA General Manager, 118 Panhandle Trailer Court, said the following:

- Revised O&M Agreement with SEAPA specifically provides for the operator to deduct O&M costs from the power payment
- Thomas Bay is a contractor to SEAPA
- Entire cost of Thomas Bay should be net-billable
- Daily paperwork involving employee vacation and pay should be considered O&M work
- Thomas Bay's structure has changed from what it was and is now an Operations & Management entity

Interim Borough Manager Jabusch stated the following:

- When the Four Dam Pool was created, all or most of the participants were including office costs in their budget
- Outcome was that none of the office costs were not allowed to be reimbursable O&M costs
- Ketchikan assumes their own non-net billable costs for Swan Lake
- They also put a cap on the reimbursable labor that was allowed

Regular Meeting recessed at 8:14 p.m.

Regular Meeting reconvened at 8:19 p.m.

Mayor Jack notified the public that on September 10th, 2013, Trey Acteson, CEO would be here to give a presentation on SEAPA updates.

Rhonda Christian, TBPA, 9.2 Mile: commented on the following:

- Shared that she was the O&M worker for Thomas Bay and did the following:
 - sharpen chainsaws
 - does RTU's
 - does Scada
 - works with the guys at Tyee
 - orders all items
- When she first started at Thomas Bay, she was doing a lot of non-net billable for the Commission who were out looking for energy; times have changed
- Takes care of all of SEAPA's financials for Thomas Bay as a contractor
- At the SEAPA Board meetings, there was discussion that we are looking paying diesel costs and splitting that cost between our communities; also, not getting any more rebates; because SEAPA cannot get the money from the State of Alaska
- Rebates offset the costs of the 6.8
- Stated that she does very little for the Commission anymore
- If cost of rates go up, things are going to change drastically in this community
- SEAPA is a private entity, they are not a Government entity
- If you put things under one, you will lose full control
- When someone is appointed to the SEAPA Board, SEAPA tells them that they now works for SEAPA; you will answer to SEAPA; your Cities may appoint you to be here, but you work for SEAPA

In response to Mayor Jack's statement that he thought the SEAPA Board Member would be here to provide a report, Clerk Lane stated that she had emailed the SEAPA Board Member and he had said that he would be at the meeting to give a report.

In response to Assembly Member McCloskey's request, Clerk Lane stated that she would request that the SEAPA Board Member email her the report.

There was further discussion from Ms. Christian from the audience.

Mayor Jack asked Ms. Christian to provide any further comments in writing.

Ms. Christian stated that sometimes there are topics of discussion that cannot be said in a five minute time period.

Assembly Member Stough stated that unless there was a large audience, he thought that they could speak for as long as they wanted.

There were further comments from Ms. Christian from the audience.

Mayor Jack stated that the Assembly would not be making any decision tonight.

13f Approval to dispose of City Surplus Property

Moved by Christian, seconded by Wiederspohn, to approve the items listed as surplus, that these items be advertised for bid as required under Wrangell Municipal Code Section 5.10.060, and to authorize the borough manager to dispose of any items not bid on in a manner in the best interest of the City. Motion approved unanimously by polled vote.

13g Acceptance of the MOU between CBW and WCA

Moved by Stough, seconded by Christian, to approve the Non-Funding Obligating Memorandum of Understanding between Wrangell Cooperative Association and The City and Borough of Wrangell, which will expire on August 8, 2014, unless renewed. Motion approved unanimously by polled vote.

13h Approval of a letter of support to transfer two million acres of Tongass Timberland to the State of Alaska (requested by Assembly Member Christian)

Assembly Member Christian spoke in favor of sending a letter of support for the transfer of land to the State of Alaska.

Moved by Stough, seconded by Christian, to approve sending a letter of support to our Congressmen as presented. Motion approved unanimously by polled vote.

ATTORNEY'S FILE

Summary provided to the Borough Assembly.

EXECUTIVE SESSION

15a Discussion regarding possible replacement of the Borough Manager

There was no Executive Session.

ADJOURNMENT: 8:44 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Agenda Item 7

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

COMMUNICATIONS:

INFORMATION: The Assembly may receive items for Communications, reasons only which do not require action. This is an avenue to keep the Assembly informed, for the public to enter items on the record, if necessary. The Assembly also receives agenda communications directly by their constituents, Borough Manager, other agencies' Officers and Department Directors.

A MAIL BOX IS ALSO AVAILABLE IN THE BOROUGH CLERK'S OFFICE FOR EACH MEMBER OF THE ASSEMBLY AND SHOULD BE CHECKED ON A ROUTINE SCHEDULE.

All items appearing under Communications on the Agenda have been approved under the Consent Agenda unless removed.

There was no communication received.

**TO: THE HONORABLE MAYOR AND ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

**FROM: JEFF JABUSCH
INTERIM BOROUGH MANAGER**

RE: BOROUGH MANAGER'S REPORT

DATE: SEPTEMBER 6, 2013

ECONOMIC DEVELOPMENT:

STIKINE MIDDLE SCHOOL - It has been reported to us that the Stikine Middle School received a 5 star rating from the Department of Education and Early Development. The rating was under the new reporting system called Alaska School Performance Index, and it assigns percentage scores and star rating based on student proficiency in state reading, writing and math; and the degree to which a school's students are improving/declining/remaining the same in reading, writing, math and attendance. The Stikine Middle School was the highest scoring traditional middle school in the state!

USFS SCOPING DOCUMENT FOR THE WRANGELL ISLAND TIMBER SALE - Comments on the USFS Scoping document for the Wrangell Island Sale are due by September 14, 2013. Comments can be made at http://www.fs.fed.us/nepa/nepa_project_exp.php?project=34831. The Notice of Intent on the Sale has been changed to reflect the decreased volume of timber – from 6500 acres and 80mmbf of timber volume to 4500 acres and 60 mmbf of volume. The Notice of Intent also reflects that road access management – what roads should remain open after the sales and what roads will close – has been included in the NEPA process.

MEETING WITH THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC) - Carol Rushmore, Carl Johnson and I meet with representatives of DEC to discuss the Municipal Matching Grant program and the Clean Water and Drinking Water loan funds. Their process and requirements have changed over the last several years so they were here to discuss the process, view our projects that have been submitted under all programs and answer any questions we might have. This meeting was informative and helped us understand some of the recent changes.

LIBRARY:

- Story time will start October 3rd and continue until December 13th. It will be held every Thursday from 10:00 a.m. to 11:00 a.m. Children and parents will be treated to stories centered on various themes plus crafts and snacks.
- On September 11th, the staff will be participating in another session of training that will focus on various reports available on our automation system.
- The Librarian will be attending meetings in Anchorage from October 9th – 13th. These annual meetings provide training for the librarians of the larger libraries in Alaska. Currently, Wrangell is the smallest community represented and Anchorage is the largest. Travel, hotel, and some per diem costs will be covered by a grant from the Alaska State Library.

- The library received a \$300 grant from the Wrangell Early Childhood Coalition. These funds were spent for preschool books to be used with our story time and for public checkout.
- The library received a grant for \$6,600 from the Alaska State Library. \$4,448 is obligated to be spent on books and \$2,152 will be used for a database for the library to borrow books from other libraries. Last year the library borrowed 328 books from other libraries in order to meet requests from the community.

LIGHT DEPARTMENT:

- The light department has been granted permission to move forward with the recovery of the firewood logs within the Pats Creek right of way clearing project. An announcement will be made when the wood and permits are available to the public.
- The light department was able to switch programs for our annual detailed DEC Air Quality Permit Report which will save us more than a thousand dollars per year.
- The Light Department has been asked to partner with Cold climate Housing Research Center (CCHRC) of Fairbanks to further study the viability of air and air heat pumps in Southeast Alaska. This project would be funded by Alaska Energy Authority and should validate whether or not the installations meet expectations.

FIRE DEPARTMENT:

The Fire Department has responded to 45 Ambulance calls, 8 Fire Calls, and 2 SAR calls in the past month. We are, (5 members) departing today for an exercise with the Metropolitan Medical Response System (MMRS). This drill will bring together all of the Southeast communities and those who have mass casualty shelters are deploying their shelter teams and EMS crews to participate. Wrangell does have a shelter/shelter team. As the MMRS grant has been cut from funding in the federal budget, this is the last of these large scale drills/exercises that is planned, and the future of this equipment and medical supplies is up in the air.

PUBLIC WORKS:

CAMPBELL DRIVE FILL - We have benefited from the Boat Haul-Out Paving project in getting the fill on the outside of Campbell Drive. Now that the fill that will be put there from the project is completed, we will put the armour rock back in place to secure the material from erosion. Next spring we plan to put top soil on it and plant grass.

PROJECTS UPDATE-

- THE BOAT HAUL-OUT PIER PROJECT - was completed by Pool Engineering, Inc. on August 23rd. This project was completed on schedule and had only one small change order that resulted because of other work the city was doing in the same area. This work was necessary to accommodate the additional load that will come across this dock once the 300 ton travel lift arrives.
- THE BOAT HAUL-OUT PAVING PROJECT - is currently being worked on and is expected to be completed by October.
- Wrangell Cooperative Association has been working on getting all of the construction easements on Weber Street completed so everything is in place to begin this paving project in 2014.

- CASSIAR STREET CONSTRUCTION - will include water, sewer and storm drain work under ground and asphalt on the street. The city has finally secured all of the funding which includes two state grants totaling approximately \$1.5 million dollars. We expect to bid this in late 2013 or early 2014 so construction can begin in the spring as soon as the weather cooperates.
- ROADS COMPREHENSIVE PLAN - It is planned to bring to the assembly within the next couple of months an overall street improvement plan. This will include an inventory of all city streets, their current condition, what is needed to repair, upgrade or replace them and finally a priority recommendation by staff. It is planned that this document be brought forward by staff and modified after public comment and review and approval by the Borough Assembly. Once adopted, this document would dictate the order in which money would be spent. A common theme all of us hear is "when are they going to fix our road?" Unfortunately, the Economic Recovery funding that paid to have many of our streets paved back in the late 1990's or early 2000's is gone. The only renewing money that remains is the sales tax funding which currently raises about \$96,000 per year and if the sales tax initiative passes that number will drop to about \$75,000 per year. The match on Evergreen alone is expected to be in the neighborhood of \$600,000. At least citizens will know when it is their turn instead of staff and the assembly trying to react to whom is yelling the loudest to get their street fixed. As part of this document, we may look at cheaper options on roads that don't have a high volume of traffic such as chip sealing. This is a work in progress and even after adopted would annually need to be updated. This type of plan also needs to be developed for or various buildings and other infrastructure.

PARKS AND RECREATION:

- CO-ED YOUTH BASKETBALL - has started with the first games the week of September 22nd. The youth basketball always welcomes volunteers that want to help coach, referee and be a timer or score keeper.
- YOGA - Parks and Recreation is hosting a visiting Yoga Instructor, Dave Keegan, during September 9th-14th. For those interested, please contact the pool at 874-2444 for more information.
- ASBESTOS REMOVAL - The next step in the community center/gym is for asbestos removal. The remaining money we have in the Housing and Urban Development (HUD) grant will be used to remove as much asbestos in critical areas that the money allows.
- PAINTING - The painting of the steel structures of the covered playground was planned in the 2013 FY budget but because of cool weather in the spring, it did not start until later in the summer. Park Staff will continue to work on this as time allows between other duties until the project is done.
- SHOOTING RANGE UPGRADES - A priorities list for upgrades to the shooting range, under the City and Borough of Wrangell's state grant, has been roughly outlined. The city received a grant for \$50,000 and planned upgrades are planned to be completed in 2014.

Agenda Item 9

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM

BOROUGH CLERK'S FILE:

Mark Your Calendar:

- 9/12 Planning & Zoning Commission @ 7 pm in the Assembly Chambers
- 9/16 First Day to Absentee Vote in-person for the October 1, 2013 Borough Election**
- 9/19 WCVB Meeting @ 6:30 pm in the Assembly Chambers
- 9/23 Surplus Property Sale Bid Opening @ 2 pm in the Assembly Chambers
- 9/27 Election Workshop training @ 1 pm in the Assembly Chambers
- 9/30 @ 5 pm - Last Day to Absentee Vote in-person for the October 1, 2013 Borough Election**
- 10/1 Regular Borough Election from 8:00 am to 8:00 pm at the Nolan Civic Center**

Regular Borough Election – Tuesday, October 1, 2013

Absentee Voting – Begins on September 16, 2013. You may vote in-person, by fax, or by mail. Please stop by the Borough Clerk's Office to inquire.

Write-In Candidates – the deadline to file your Letter of Intent as a Write-In Candidate is Friday, September 27th at 5:00 p.m., for any of the following elected offices:

Mayor - Unexpired term until October 2014

Assembly Member Seat B - Unexpired term until October 2014

Assembly Member Seat E - 3 Year Term

Assembly Member Seat F – 3 Year Term

Port Commission - 3 Year Term (2 vacancies)

Port Commission - Unexpired term until October 2015 (1 vacancy)

School Board - 3 Year Term (2 vacancies)

Hospital Board - 4 Year Term (2 vacancies)

City Boards and Commissions Appointments

*Persons interested in serving on the following Boards and Commissions, please submit your **Letter of Interest** to the Borough Clerk's office beginning on **September 3rd until September 30th, 2013.***

Planning & Zoning Commission – three vacancies – three year terms

Parks & Recreation – one vacancy – three year term

Wrangell Convention & Visitors Bureau – two vacancies – three year terms

Thomas Bay Power Commission – one vacancy– three year term

Economic Development Committee – two vacancies– three year terms

Cemetery Committee – two vacancies– three year terms

Nolan Museum/Civic Center Board – three vacancies – three year terms

Upcoming Assembly Travel

Southeast Conference Annual Membership Meeting

Mayor Jack will be attending the Southeast Conference Meeting To be held this year in Sitka, AK ~ September 17-19, 2013

*Thank you,
Kim Lane*

Agenda Items 10 a - e

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:

INFORMATION: This agenda item is reserved for the Mayor and Assembly Member's special reports. Such information items as municipal league activities, reports from committees on which members sit, conference attendance, etc., are examples of items included here.

➤ **Item 10a** Reports by Assembly Members

➤ **Item 10b** Appointment to fill the vacancy of Seat E on the Borough Assembly

There were No letters of interest received for the vacancy.

Recommended Action:

Move to appoint _____ to fill the vacancy of Assembly Member Seat E on the Borough Assembly up until the next Borough Election to be held October 1, 2013.

If there were no letters of interest received, the Borough Clerk will continue to advertise for letters of interest to fill the vacancy.

➤ **Item 10c** Appointment to fill the vacancy on the Planning & Zoning Committee

There were No letters of interest received for the vacancy.

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy on the Planning & Zoning Commission for the unexpired term up until **October 2013**.

If there were no letters of interest received, the Borough Clerk will continue to advertise for letters of interest to fill the vacancy.

➤ **Item 10d** Appointment to fill the vacancy on the Economic Development Committee

There was one letter of interest received for the unexpired term until October 2014 from:

Rudy J. Briskar

RECOMMENDED ACTION

Appointment to be filled by the Mayor with the consent of the assembly for the unexpired **term ending October 2014**

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy on the Economic Development Committee for the unexpired term up until **October 2014**.

➤ **Item 10e** Appointment to fill the vacancy on the Parks & Recreation Board

There were No letters of interest received for the vacancy.

RECOMMENDED ACTION

Appointment to be filled by the Mayor with the consent of the assembly for the unexpired term ending October 2015

Recommended Action if not approved with the consent of the Assembly:

Motion: Move to appoint _____ to fill the vacancy on the Parks & Recreation Board for the unexpired term up until October 2015.

If there were no letters of interest received, the Borough Clerk will continue to advertise for letters of interest to fill the vacancy.

Agenda Item 13a

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
September 10, 2013**

INFORMATION:

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2013

Attachments

1. Proposed Resolution No. 09-13-1285

RECOMMENDED ACTION:

Move to approve Resolution 09-13-1285

Sheet intentionally blank

CITY AND BOROUGH OF WRANGELL

RESOLUTION NO. 09-13-1285

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, DESIGNATING CANVASS BOARD DUTIES TO THREE ASSEMBLY MEMBERS FOR CANVASSING THE RESULTS OF THE REGULAR ELECTION TO BE HELD OCTOBER 1, 2013

WHEREAS, Wrangell Municipal Code Sec. 2.28.050 Canvass Board, provides that the Council shall, prior to the date of the election, designate three council members to serve on the Canvass Board; and

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, that Assembly Members James Stough, Wilma Stokes, and McCloskey be designated to serve on the Canvass Board and to attend the election, pursuant to Wrangell Municipal Code Sec. 2.28.050 to be held within six days after the election, pursuant to Wrangell Municipal Code Sec. 2.28.060 Canvass of Returns-Procedures Generally.

ADOPTED: _____, 2013

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Agenda Item 13b

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

INFORMATION:

Approval of the revised Wrangell Medical Center Bylaws

Attachments

1. Memorandum from Kris Reed, Board Recording Secretary dated August 22, 2013
2. Wrangell Medical Center Bylaws dated August 21, 2013

RECOMMENDED ACTION:

Move to approve the revised Wrangell Medical Center Bylaws as required by Wrangell Municipal Code 3.32.060.

Attachment 13b - 1

Mission:

To enhance the quality of
life for all we serve

Vision:

Honor our heritage and be
the pride of the community

Values:

Integrity
Compassion and Caring
Trust
Transparency
Loyalty
Honoring our Heritage
Quality
Fiscal Responsibility


August 22, 2013

Mayor Dave Jack,
City & Borough Assembly
PO Box 503
Wrangell, AK 99929

Dear Mayor Jack and Assembly Members of the City and Borough of
Wrangell,

The Wrangell Medical Center Board's Bylaws, Policy, Ordinance
Review Committee has studied the attached, revised WMC Board
Bylaws and recommended to the full WMC Board that the updated
bylaws be adopted, which was done during the regular board meeting
of August 21, 2013. The Wrangell Medical Center Board now
respectfully brings the bylaws to the Borough Assembly for approval
as required per Wrangell Municipal Code 3.32.030 (D)

Sincerely,



Kris Reed, Board Recording Secretary,
for
Woody Wilson
President, Wrangell Medical Center Board

*Caring for
Southeast*



WRANGELL MEDICAL CENTER

BOARD OF DIRECTORS' BYLAWS

August 21, 2013



The MISSION and VISION Wrangell Medical Center

Our Mission: To enhance the quality of life for all we serve.

Our Vision: Honor our heritage and be the pride of the community

By being a community driven organization;

By being an active participant in planning for the future of our community;

By being the leader in our industry and region in providing high quality care for patients;

By being ready and responsive to meet health care needs;

By being the hospital and long term care facility of choice;

By providing a beautiful, comfortable setting for our patients and our long term care residents;

By being the employer of choice;

By being financially healthy; and

By being a model of excellence in promoting wellness and restoring health.



The VALUES of Wrangell Medical Center

INTEGRITY

We do the right thing, even if it is not the easy choice. We hold ourselves to high standards in the work that we do - this means we have a strong work ethic and do our jobs to the best of our abilities. We are honest, fair, and respectful to our patients, our community and ourselves.

COMPASSION AND CARING

Patients are always the focus and center of everything we do. Regardless of our role in the organization, we go above and beyond to provide services in a manner that lets patients know that we care deeply about them.

TRUST

It is absolutely important to us that that our patients and our community trusts us. We will provide patient care and conduct our business such that they always do.

TRANSPARENCY

We are open and forthright with our community, our partners, and ourselves. Our community and patients have a right to know how we are planning for the future. They deserve to know how we are performing in the present, both financially and on quality measures.

LOYALTY

We are loyal to our patients, because we care about them deeply as our friends, family, and neighbors. We are also loyal to Wrangell Medical Center, and always act as excellent ambassadors of the organization. We treat each other with respect, and work cooperatively as members of a cohesive team.

HONORING OUR HERITAGE

We respect and remember our long history of caring for the diverse people in our community and region. We are committed to honoring this heritage by holding in the highest esteem our elders who came before us. We will focus on planning for our future so our elders can age in place, and maximize the potential that all patients may be served right here in the community.

QUALITY

Above all, we provide safe, high quality health care. We strive for excellence in everything we do, regardless of whether or not it is related directly to patient care. We hold ourselves accountable for this excellence. We embrace growth and change that comes with constantly improving ourselves. We focus on creating strong systems, and do not blame individuals for outcomes related to weak systems.

FISCAL RESPONSIBILITY

We believe in the prudent use of our resources. We deliver high quality services in a manner that is cost-effective while not compromising our services. Good stewardship of our finances benefits our community in the form of improvements and expansion of the services available.

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WRANGELL MEDICAL CENTER BOARD OF DIRECTORS' BYLAWS

DEFINITIONS

"Board of Directors" or "Board": The governing body of Wrangell Medical Center. Whenever the term "Board" is used in the Bylaws, it means a member of the Board of Directors.

"President": The individual elected by the Board to serve as the President of the Board of Directors.

"Dentist": An individual who is licensed to practice dentistry in the State of Alaska.

"Ex-Officio": Service as a member of a body by virtue of an office or position held, and unless otherwise expressly provided, without voting rights.

"Hospital": Wrangell Medical Center

"Medical Staff": The Medical Staff of Wrangell Medical Center who have been granted privileges by the Board to attend patients in the Hospital.

"Physician": An individual licensed to practice medicine and/or surgery in the state of Alaska.

WRANGELL MEDICAL CENTER

Wrangell Medical Center is concerned with meeting the health needs in this community and is owned by the City and Borough of Wrangell. As the community medical center, it must serve all people regardless of race, creed, or economic status.

OBJECTIVE

To competently operate the Wrangell Medical Center's hospital and long term care facility while following the mission, vision and values as defined and adopted by the staff and Board.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE I

NAME

The name of the board shall be "Wrangell Medical Center Board"

ARTICLE II

ROLE AND FUNCTION

The Board shall operate and maintain Wrangell Medical Center, including custody and management of the building, furnishings and property situated thereon. The Board shall provide for repairs and improvements thereto which are necessary to maintain the facility in good condition.

The Board shall also have the power to purchase, sell, exchange, operate, maintain and repair all personal property which it deems advisable, in accordance with the City and Borough of Wrangell's Code.

ARTICLE III

MEMBERSHIP

SECTION I *Membership*

The membership of the Wrangell Medical Center Board shall consist of nine (9) members, none of whom shall be engaged in medical or health

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

professions. Each member shall be elected by Borough and City voters with the terms of office staggered so only one fourth of the board shall expire each year.

Board Members shall not receive compensation, but may receive reimbursement for travel and associated out-of-pocket expenses and paid as are other expenses of Wrangell Medical Center.

SECTION II *Resignation of a Member*

A Board Member who wishes to resign from membership on the board shall cause to be delivered to the Board President a written statement to this effect.

The statement shall:

Be received by the CEO in sufficient time to be included in the Board packet prepared for the meeting where the resigning board member wishes to have the resignation considered. Contain a timeframe as to when the resignation should be effective. The CEO shall forward a copy of the resignation letter to the Board President up on receipt. The Board shall take official action on the resignation received by the CEO at the next regular Board meeting.

SECTION III *Removal of a Member*

Should it be deemed necessary to remove a board member due to a violation, he/she, by recommendation to the Wrangell Borough Assembly, will be asked to be removed from his/her seat.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

SECTION IV *Vacancies*

A vacancy on the board shall be reported to the Clerk of the City and Borough. A notice requesting letters of interest shall be posted for two weeks. Selection will be made by City and Borough Assembly. The selected person will serve until the next general election.

SECTION V *Indemnification and Insurance*

Wrangell Medical Center shall indemnify and hold harmless any Board Member against the reasonable expense, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, or threatened action, in which such Board Member is made a party, or threatened to be made a party.

Indemnification shall likewise apply in any sums actually paid by way of settlement of any actual or threatened action, or in satisfaction of any judgment rendered against such Board Member. Indemnification, however, shall apply only when such Board Member acted in good faith for a purpose which they reasonably believed to be in the best interests of Wrangell Medical Center. Indemnification should not apply when a judgment or other final adjudication adverse to the Board Member establishes that their acts were committed in bad faith or were the result of active and deliberate dishonesty, or that they personally gained a financial profit or other advantage to which they were legally entitled. Wrangell Medical Center is authorized to purchase insurance for indemnification of its Board Members to the maximum extent permitted by the laws of the State of Alaska.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE IV
OFFICERS AND THEIR ELECTION

SECTION I *Officers*

The officers shall be President, Vice-President, Treasurer and Secretary.

SECTION II *Nomination and Election*

Nomination and election will be held at the October meeting each year. Nominations shall be made by Board Members with election to follow immediately. A majority vote of all members present shall be necessary to elect. Officers must be selected from among the Board members.

SECTION III *Officer Vacancies*

An officer resigning from their position shall submit a letter to the Board. The vacancy in office shall be filled by election at the next meeting.

ARTICLE V
DUTIES OF ELECTED OFFICERS

SECTION I *President*

The president shall call and preside at all meetings of the board, and shall interest themselves in all affairs of the medical center.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

SECTION II *Vice-President*

The vice-president shall act as president in the absence of the president, and when so acting, have all the powers of the president.

SECTION III *Secretary*

The secretary shall provide for the keeping of minutes of all meetings of the Board, and if specifically requested, any or all Board Committees, and shall assure that such minutes are filed with the records of the Corporation. He or she shall give or cause to be given appropriate notices in accordance with these Bylaws or as required by law; shall act as custodian of all corporate records and reports and of the corporate seal, assuring that it is affixed, when required by law, to documents executed on behalf of the Corporation; shall perform all duties incident to the office and such other duties as may be assigned from time to time by the Chairperson or the Board.

SECTION IV *Treasurer*

The Treasurer shall keep or cause to be kept correct and accurate accounts of the properties and financial transactions of the Corporation and in general perform all duties incident to the office and such other duties as may be assigned from time to time by the Chairperson or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board shall determine. The Treasurer may delegate any of his or her duties to any duly elected or appointed Assistant Treasurers.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE VI

BOARD COMMITTEES

SECTION I *Standing, Special or Ad Hoc Committees*

Except as otherwise provided in these Bylaws, the Chairperson shall appoint the chairperson and members of each standing and special committees. The chairperson may also appoint members of standing and special committees from outside the Board of Trustees with the concurrence of the Board. The standing committees are the Executive Committee, the Finance Committee, Strategic Planning Committee and the Quality Council. Special Committees, such as a Nominating Committee, may be established by the Chairperson, with the concurrence of the Board. Upon completion of the task for which created, a special committee shall stand discharged. There shall be a Medical Liaison Committee which shall not be a standing or special committee, but shall meet on an *ad hoc* basis. Minutes of all meetings of standing, special and *ad hoc* committees shall be made available to the Board.

SECTION II *Finance Committee*

The Finance Committee consists of not less than three members, the Chairman, Treasurer and one other board member, and is responsible for general oversight of the financial affairs. The Committee will review, advise, and report to the Board of Trustees on the investment and management of the financial resources of the Corporation and shall review the annual budget and capital plans, fund managements procedures, and internal controls relating to the safeguard of financial assets. The Committee shall:

WRANGELL MEDICAL CENTER BOARD OF DIRECTORS' BYLAWS

(1) act as financial advisor to the Board in all financial affairs of the Corporation, including the annual operating budget, which will include all anticipated income and expenses; (2) review the proposed scope of the annual audits of the Corporation by independent auditors and identify areas of particular concern to the Board; (3) review the independent auditors' reports on the financial statements at the conclusion of the audit of the Corporation; (4) review the independent auditors' "management letters" to the Corporation and management's responses thereto; (5) review the adequacy of accounting policies and of the Corporation's internal control structures; (6) review relationships between management and the independent auditors; (7) recommend the appointment of independent auditors to the Board of Trustees; and (8) review periodically the Corporation's conflicts of interest policies and oversee compliance therewith. The Committee shall meet at the call of the Committee Chairperson.

SECTION III *Quality Committee*

The Quality Committee shall be comprised of the representatives of the Board, Administration, Medical Staff, Nursing and others, as determined by the Chairperson of the Board. The Board shall oversee the quality improvement activities and priorities of the Hospital, and as part of its duties, shall receive reports from the Quality Committee as well as other appropriate committees and departments. The Quality Committee shall meet on a regular basis and shall report its findings and recommendations to the Board.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

SECTION IV *General Committee Provisions*

A Trustee shall chair each of the standing Committees. Meetings may be called by the Chairperson, the Chairperson of the Committee, or a majority of the Committees voting members. Notice of meetings will be given in accordance with the Open Meetings Act requirements, to inform the members of the time and place of the meeting. A majority of members of a Committee shall constitute a quorum for the transaction of business, and a vote of a majority of members present at the time of the vote, if a quorum is present, shall constitute the act of the Committee. Committees shall keep minutes and report to the Board. Except as provided as to the Executive Committee, Committees shall be empowered only to make recommendations. Committees may hold joint meetings to discuss matters of common interest. In such meetings, a majority of the total members of the Joint Committee shall constitute a quorum.

ARTICLE VII

CEO

The Board shall select and employ one CEO, who shall serve at the pleasure of the board.

SECTION I *General Description*

The CEO is directed by this board to establish and direct all operations of the facility's activities, both internal and external.

WRANGELL MEDICAL CENTER BOARD OF DIRECTORS' BYLAWS

The CEO coordinates these activities to ensure compliance with established standards; promotes public relations; and arranges, and obtains transfer and working agreements with other health facilities.

SECTION II *Duties*

Establishes policies pertaining to total patient care, personnel, medical staff, financial status, public relations, maintenance of building and grounds under broad directives from the board. Explains such policies to staff and other concerned parties. Reviews compliance with established policies by personnel and other medical staff. Periodically reviews policies and makes changes as found necessary.

Supervises preparation of policy and procedure manuals, by department heads, for all departments with annual review.

Reviews compliance of the facility with national, state, and local standards and accreditation agencies.

Selects competent personnel to supervise activities of major departments.

Establishes departmental staffing patterns. Evaluates jobs, prepares job descriptions, establishes job classifications and sets wage and salary schedules with help of department heads. Meets with department heads at regular intervals and receives advice on matters pertaining to department operation and external relationships. Conducts inservice and supervisory training meetings through appointed inservice education employee. Reviews and frequently checks competence of work force. Seeks to maintain

WRANGELL MEDICAL CENTER BOARD OF DIRECTORS' BYLAWS

high employee morale and to maintain a professional, healthful atmosphere and environment in the facility.

Regularly checks financial status of the facility and maintains an efficient accounting system to meet the needs of the facility. Directs that forecast budgets be prepared and changes in fee schedules be made to insure coverage of cost of operations.

Represents the medical center in dealings with outside agencies, including governmental and third party payors or delegates a representative. Represents the facility at top level meetings, etc., and participates in such. Inspects physical structure and condition of the facility. Directs repairs and new construction programs at the request of the Board, guided by the financial status of the facility.

Authorizes purchases of major equipment and supplies. Reports to the Governing Board as required.

SECTION III *Absence of CEO*

1. In the absence of the CEO, the director of nursing, CFO, or another person appointed in advance by the CEO shall assume the duties of CEO.

2. The duties of the acting CEO shall be those duties delegated to her/him by the CEO.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE VIII

MEDICAL STAFF

Acting on the advice of the Medical Staff, the board shall appoint a medical staff composed of physicians, surgeons, osteopaths, and dentists, and shall see that they are organized in such a manner as to secure the best possible results.

In the professional care of the patients, the attending physician appointed to the medical staff shall have full authority, subject only to the policies approved by the medical staff and Wrangell Medical Center Board.

In administrative matters, the medical staff, as an organized body, shall act in an advisory capacity, this function being carried on through the medical center Board.

In circumstances that involve the denial of initial appointment or reappointment to the Medical Staff, the current Medical Staff By-Laws, Article IX shall be followed and shall be binding on all parties as to the procedures for hearings and appeals.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE IX
MEETINGS AND QUORUMS

SECTION I *Quorum*

Five members, attending in person, shall constitute a quorum for the transaction of all business of the board.

SECTION II *Regular Meetings*

Regular meetings shall be held monthly on the third Wednesday and at such time and location as shall be decided by members after installation of officers.

When possible, Board members are expected to be physically in attendance at board meetings. When Board members cannot attend physically, they are encouraged to attend meetings electronically. The expectation is that Board members will be present for most meetings.

The Board may declare a seat vacant when a Board member has three (3) consecutive unexcused absences or four (4) unexcused absences in a twelve (12) month period.

All absences by Board members at regular meetings shall be recorded in the minutes of the meeting.

The President of the Board, with the concurrence of the Board, shall have authority to extend the absences of a Board member from attendance at a meeting for good and sufficient cause.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

Board members shall make a reasonable attempt to inform, in advance of the meeting, the CEO or officer of the Board of their inability to attend.

SECTION III *Other Meetings*

Other meetings (special, emergency, executive & work sessions, or for the purpose of credentialing/privileging) may be called by the president or by quorum, in accordance with the State of Alaska's Open Meetings Act,

SECTION IV *Authority on Procedure*

Robert's Rules of Order, Revised, and *Robert's Parliament Law* shall apply on all questions of procedure and parliamentary law not specified in these bylaws.

ARTICLE X

AMENDMENTS AND ADDITIONS

These bylaws may be amended at any regular meeting of the board by a majority vote. The amendment shall have been submitted in writing and read at the previous regular meeting. Copies of the proposed changes shall be mailed to board members at least one week prior to any meeting at which it is to be put to a vote. Additional articles or sections voted by the board must be included in these bylaws, providing they have been read at the previous regular meeting.

**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS' BYLAWS**

ARTICLE XI
VOLUNTEER ORGANIZATION

SECTION I

The governing board is authorized to designate a volunteer organization (auxiliary) for the Medical Center and to provide for its organization as an integral part of the Medical Center.

SECTION II

The designated organization may perform patient-related services with, or outside of the hospital; conduct fund-raising activities; conduct community service projects; enter into contracts as approved by the medical center administrator; and carry on other activities necessary to accomplish its purposes as approved by the board.

The above bylaws are adopted by Wrangell Medical Center.

Date: August 21, 2013


Larry (Woody) Wilson, President


Marla Sanger, C.E.O.

Agenda Item 13c

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
September 10, 2013**

INFORMATION:

**Discussion and Possible Action on the process for hiring the
new Borough Manager**

Attachments

None

RECOMMENDED ACTION:

Assembly Discussion

Agenda Item 13d

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

INFORMATION:

Approval to send a Letter of Support for HP 1526 to the Natural Resources Committee

Attachments

1. E-mail correspondence from Kathie Wasserman, AML dated September 3, 2013
2. Sample Letter of Support from Kathie Wasserman

RECOMMENDED ACTION:

Move to approve a letter of support for HR 1526 to be sent to the Chairman and Ranking Member of the Natural Resources Committee.

Dear Mayors, Managers, etc.

As you may know, HR 1526 was passed out of committee just prior to the August recess. It restores active management in our national forests and guarantees communities the revenues and jobs they need to survive. It also extends Secure Rural Schools funding (Timber Receipts) for two years as these actions occur. We are actively helping to bring the bill to the floor of the House during the second week of September. If we are unsuccessful, there is every likelihood that we will not get a floor vote this session.

WE NEED YOUR HELP!!

The specific municipalities that we are asking help from are those that receive timber receipt funds. Those municipalities are:

Municipality of Anchorage

City of Angoon

City of Coffman Cove

City of Cordova

City of Craig

City of Gustavus

Haines Borough

City of Hoonah

City of Hydaburg

City and Borough of Juneau

City of Kake

City of Kasaan

Kenai Peninsula Borough

Ketchikan Gateway Borough

City of Klawock

Kodiak Island Borough

Mat-Su Borough

City of Pelican

Petersburg Borough

City of Port Alexander

City and Borough of Sitka

Municipality of Skagway

City of Tenakee Springs

City of Thorne Bay

City of Valdez

City of Whittier

City and Borough of Wrangell

City and Borough of Yakutat

Attached is a draft letter. Please feel free to edit as you like. There is NO pride of ownership. **Then, please place it on your respective letterhead and email it to the following:**

Tyler.Hamman@mail.house.gov

Travis.joseph@mail.house.gov

Our U.S. representative Don Young is totally onboard with timber receipts. We do not need to contact him. After you have sent this letter via email to the above addresses, please copy me at kathie@akml.org.

Thanks,
Kathie

August 28, 2013

Congressman Doc Hastings
Chairman
Natural Resources Committee
United States House, Washington DC

Congressman Peter DeFazio
Ranking Member
Natural Resources Committee
United States House, Washington DC

Dear Chairman Hastings and Ranking Member DeFazio

A phrase such as “money does not grow on trees” is quite often overused. However in Americas national forests money and jobs do grow on trees. Unfortunately a failed Federal Forest management system has led to the loss of Thousands of family wage jobs and has left out rural forested counties with a myriad of social and economic problems we do not deserve and need to be addressed. For most of our counties that can only be done by returning to a sustainable harvest level that absolutely will provide family wage jobs and allow for a solid tax base to support badly needed services.

From our perspective there are at least three reoccurring themes hindering sustainable forest management; First is of funding to prepare sales, second is the environmental analysis and review time for management activities, and third is litigation that stalls or totally stops much of the harvest that badly needs to be done. .

An increase in sustainable forest management is essential if we are to ever provide the healthy forests that were envisioned by President Theodore Roosevelt. The Forest mortality we are facing now is destroying habitat for wildlife, creating a catastrophic situation for massive wildfire’s that destroy everything in their path and leaving millions of acres of forests susceptible to massive bug and insect infestation.

H.R 1526 addresses all of these issues. It provides a common sense approach for returning to sustainable forest management where the planned harvest can occur in a reasonable amount of time. We do appreciate that the legislation allows for a temporary extension of the Secure Rural Schools and Community Self Determination Act. However for long term social and financial health of rural forested communities we must have the family wage jobs that are provided by a healthy forest products industry. We will fully support H.R. 1526 when it comes to the House floor and will certainly contact our House members to speak in support and vote for the bill.

Agenda Item 13e

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

INFORMATION:

Approval of the first amendment to the Engagement Letter as part of the Master Services Agreement between PeaceHealth and the City & Borough of Wrangell

Attachments

Memorandum from Interim Borough Manager Jeff Jabusch dated September 5, 2013

1. Memorandum from Marla Sanger, Interim CEO, Wrangell Medical Center dated September 4, 2013
2. First Amendment to Engagement Letter
3. Original Engagement Letter & Master Agreement

RECOMMENDED ACTION:

Move to approve First Amendment to Engagement Letter as part of the Master Services Agreement between PeaceHealth and the City and Borough of Wrangell with costs to be paid by the borough's State of Alaska hospital grant.

MEMORANDUM

**TO: HONORABLE MAYOR AND MEMBERS OF THE ASSEMBLY
CITY AND BOROUGH OF WRANGELL**

**FROM: JEFF JABUSCH
INTERIM BOROUGH MANAGER**

**SUBJECT: FIRST AMENDMENT TO THE ENGAGEMENT LETTER AS PART OF
THE MASTER AGREEMENT BETWEEN PEACEHEALTH AND THE
CITY AND BOROUGH OF WRANGELL**

DATE: SEPTEMBER 3RD, 2013

BACKGROUND:

In September of 2012, the City and Borough of Wrangell and PeaceHealth entered into an agreement through an engagement letter and accompanying Master Agreement. The original agreement was to provide leadership support for Wrangell Medical Center which has been done by PeaceHealth. In addition, the master agreement was designed to provide additional services from PeaceHealth as needed through an amendment to the original master agreement.

The attached amendment is a two part document that would be added to the original master agreement for the purpose of allowing additional PeaceHealth assistance for Wrangell Medical Center. The first part of the amendment is to allow the Wrangell Medical Center the ability to access the Facility Assessment Services of PeaceHealth, specifically Gary Hall, to review and provide an assessment of a new hospital. This would allow us the expertise of a third party that does this type of work for PeaceHealth to take a fresh look at our building project. The second part of the amendment would be to access PeaceHealth's Financial Assessment Services expert, Roshan Parikh, to evaluate existing and proposed agreements between Wrangell Medical Center and Innovative Capital and to assess the finances for a replacement facility.

The use of Gary Hall of PeaceHealth for a review and an assessment of the new hospital is not expected to take more than a week or so, but would only include hours actually worked, plus travel to the site if necessary, on the project. The use of Roshan Parikh of PeaceHealth to evaluate existing and proposed agreements between Wrangell Medical Center and Innovative Capital and to assess the finances for a replacement facility is not expected to take more than 2 or 3 days and again we will be only charged for hours actually worked on this task. All of these expenses are eligible for the hospital grant we have with the State of Alaska and the total is not expected to exceed \$15,000.

Marla Sanger has provided additional information which is attached in her letter concerning this amendment.

RECOMMENDATION ACTION:

Move to approve First Amendment to Engagement Letter as part of the Master Services Agreement between PeaceHealth and the City and Borough of Wrangell with costs to be paid by the borough's State of Alaska hospital grant.

ATTACHMENTS:

1. Memo from Wrangell Medical Center's CEO, Marla Sanger
2. First Amendment to Engagement Letter
3. Original Engagement Letter and Master Agreement

September 4, 2013



From: Marla Sanger, Interim CEO Wrangell Medical Center

To: Mr. Jeff Jabusch, CBW Interim Borough Manager,
CBW Mayor David Jack and Assembly Members

Re: First Amendment to Engagement Letter between the CBW and PeaceHealth

Greetings

This cover letter will introduce you to a document that I respectfully ask you to review and approve. The document is titled First Amendment to Engagement Letter. This refers to the Engagement Letter and accompanying Master Agreement that the CBW and PeaceHealth established to provide leadership support during emergent circumstances of one year ago and continued service through an Interim CEO for WMC. I have been providing those services to this community for 10 months. I am pleased to say that the WMC board would like me to continue to serve as the medical center's CEO and I would be honored to do so.

The Engagement Letter and Master Agreement were designed so that additional services, if needed, could be added by way of an amendment or amendments without having to completely reconstruct the foundational agreements. This benefits WMC because it allows us to selectively engage experts with a proven track record at PeaceHealth. And unlike engaging a consulting firm that often charges a package price that includes services we may not want and passes on overhead expense, this amendment lets us purchase services we need and nothing more, for a fee that covers the expert's hourly pay rate plus a factor for benefits (usually 35%) and an administrative fee of 5% that applies only to hours worked. If we request a site visit then we will also pay travel expenses.

There are two sections in the First Amendment that are worded almost identically. The first is about our desire for a new hospital building. There is little debate about the need, which was emphasized Friday, August 30th when a water pipe failed bringing a portion of the lower level ceiling crashing to the floor in a shower of hot water and debris. This section allows for an assessment of the new building project. A lot has changed since the project plan was designed both in regulations and market forces. I want fresh eyes from a known expert on our plans before we move forward.

The second section, the Financial Assessment is related to the first. There was a contract established between WMC's former administration and a company that assists hospitals with loan acquisition. Before we re-engage with that firm I want to have a financial expert review the terms.

I invite any of you to call me on my cell phone at 907-305-0791 if you have questions about this amendment. Moving forward with the building project without reviews by experts in today's healthcare environment would be unwise. Your approval is essential to next steps on this journey.

Many thanks!

Marla Sanger

First Amendment to Engagement Letter

This First Amendment to the Engagement Letter dated September 26, 2012 as part of the Master Services Agreement between PeaceHealth and City and Borough of Wrangell (CBW) dated September 26, 2012 is entered into by and between PeaceHealth and CBW.

The Engagement Letter is amended by adding the following services:

Facility Assessment Services:

1. PeaceHealth shall provide the services of its employee Gary Hall to assess a potential building project. Assessment will include review of site and building plans, project plans and agreements with project team members.
2. The term for these services will commence on execution of this First Amendment and terminate twelve months thereafter provided however that either party may terminate these services prior to the end of the term upon written notice to the other party.
3. CBW will compensate PeaceHealth for these services at an hourly rate of \$133.00 plus any travel related expenses.
4. CBW will also compensate PeaceHealth an administrative fee of 5 percent for all direct compensation.

Financial Assessment Services:

1. PeaceHealth shall provide the services of its employee Roshan Parikh to evaluate existing and proposed agreements between Wrangell Medical Center and Innovative Capital and to assess the finances for of a replacement facility.
2. The term for these services will commence upon execution of this First Amendment and terminate twelve months thereafter provided however that either party may terminate these services prior to the end of the term upon written notice to the other party .
3. CBW will compensate PeaceHealth for these services at a rate of \$145 an hour.
4. CBW will also compensate PeaceHealth an administrative fee of 5 percent for all direct compensation.

All other terms and conditions of the Engagement Letter and Master Service Agreement remain in full force and effect.

Accepted by:

By: *Nancy Steyer*
Signature: *Nancy Steyer*
Date: *8/26/13*

Accepted by:

By:
Signature:
Date:

Engagement Letter

THIS Engagement Letter is entered into by and between PeaceHealth and City and Borough of Wrangell (CBW), pursuant to the terms and conditions of the Master Services Agreement between PeaceHealth and "CBW" of even date with this Engagement Letter ("the Agreement"). This Engagement Letter shall be effective on the date it is executed and accepted by both PeaceHealth and CBW.

This Engagement Letter sets forth the terms and conditions for the provision of certain professional services by PeaceHealth to CBW at Wrangell Medical Center ("WMC").

A. CEO Services :

- 1. PeaceHealth shall use its best efforts to employ an individual to provide interim Chief Executive Officer/Administrator ("CEO/Administrator") services as set forth in this Engagement Letter. Upon the effective date of this Engagement Letter, PeaceHealth shall undertake recruitment and employment of such individual.**
- 2. Final candidate(s) for the position of interim CEO/Administrator shall be jointly selected by PeaceHealth and the WMC Board. The selected WMC CEO/Administrator shall be employed by PeaceHealth subject to the appointment and ratification by WMC Board and approval by CBW.**
- 3. PeaceHealth through its employee shall provide the following services of a CEO/Administrator subject to the terms set forth in this Engagement Letter:**
 - i. Services:** Serve as the Wrangell Medical Center (WMC) CEO/Administrator and provide administrative and fiscal oversight for WMC operations. Within the scope of such services and applicable laws and regulations, and subject to the discretion of PeaceHealth and the CEO/Administrator, the CEO/Administrator will cooperate with CBW reasonable requests for assistance related to litigation in which CBW may be involved.
 - ii. Term:**
 - 1. Initial Term:** 12 months commencing on the date the CEO/Administrator is ratified by the CBW Assembly and subject to termination provisions below.
 - 2. The CEO/Administrator Services may be renewed after the Initial Term based on written agreement of CBW and PeaceHealth.**
 - iii. Location:**
 - 1. The CEO/Administrator will be located full-time at CBW and shall reside in the CBW district boundaries during the work week (except when traveling for PeaceHealth-related or other business)**
 - 2. CBW shall provide all necessary space, equipment, utilities including computer access and supplies.**
 - iv. Employment:**

1. The CEO/Administrator will be an employee of PeaceHealth

v. Compensation:

1. Salary: \$\$187,000 annual base salary, plus benefits at 35% of base pay.
2. Direct, non-compensation costs, including but not limited to travel and housing. Temporary housing shall be provided at \$1500 per month for six months.
3. When requested by CBW Borough Manager, the cost for attendance at CBW meetings by CEO Ketchikan Medical Center will be at an hourly rate of \$150 plus all applicable out of pocket and travel expenses.
4. All compensation shall be subject to an annual increase of up to 3%.
5. Administrative fee of 5% shall be applied to all compensation set forth in this Section A.3..v except for direct, non-compensation costs (e.g., travel)..

vi. Termination of CEO/Administrator Services:

1. By either party without cause immediately upon delivery of written notice to the other party.
2. By either party in the event of a breach which is not cured within 30 days of receipt of notice of breach. .
3. Upon the written agreement of both parties.

vii. Reporting Relationships/Performance: The CEO/Administrator shall have the following reporting relationships

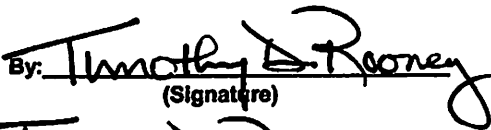
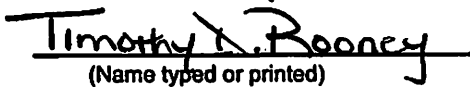
1. At PeaceHealth: CEO, PeaceHealth Ketchikan Medical Center
2. At CBW: Borough Manager
3. The CEO of PeaceHealth Ketchikan Medical Center may attend WMC Board meetings on an ad hoc/periodic basis as necessary.

viii. PeaceHealth Integration:


1. The interim WMC CEO/Administrator shall be a member of the PeaceHealth Ketchikan Medical Center Executive Team.

B. Other Professional Services: Additional professional services may added, as needed, by written amendment to this Engagement Letter or other new Engagement Letter.

Accepted by City and Borough of Wrangell

By: 
(Signature)

(Name typed or printed)

Accepted By PEACEHEALTH:


Patrick J. Branco
(Name typed or printed)

Title: Borough Manager
Date: 9-26-12

Title: CEO
Date: September 26, 2012

MASTER AGREEMENT

This Master Agreement (the "Agreement") is entered into by and between **PeaceHealth**, a Washington not for profit corporation (hereinafter referred to as "PeaceHealth"), and the City and Borough of Wrangell (hereinafter referred to as "CBW"), (each referred to as a "Party" and both collectively referred as the "Parties").

WHEREAS, CBW would like to utilize services of PeaceHealth to provide certain services and enter into other mutually beneficial transactions; and

WHEREAS, PeaceHealth desires to provide such services and enter into such transactions; and

WHEREAS, the Parties would like to enter into this Agreement to set forth the terms and conditions that will apply to such services and transactions:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. PEACEHEALTH SERVICES

- 1.1 **Services.** PeaceHealth shall provide such specific services as set forth in Engagement Letter(s) which shall be executed by the parties and made a part of and subject to the terms of this Agreement, ("the Services"). In the event of a conflict between the terms of this Agreement and the terms of an Engagement Letter, the terms of this Agreement will govern except to the extent the Engagement Letter explicitly refers to the conflicting term herein.
- 1.2 **CBW Standards.** In providing Services at CBW premises, PeaceHealth shall comply with CBW's standards, policies and procedures . In the event that PeaceHealth contends that any CBW standards, policies and procedures conflict with PeaceHealth standards, policies and procedures, PeaceHealth shall notify the CBW Manager and the parties agree to cooperate in good faith to resolve the conflict. If the parties cannot resolve the conflict within ten days of written notification by PeaceHealth, and in the event PeaceHealth determines that the conflict cannot be resolved, PeaceHealth may accelerate the termination for convenience set forth in Section 6.2 to sixty days upon written notice to CBW. Notwithstanding the foregoing, PeaceHealth shall comply with all applicable provisions of the City Charter and Code of Ordinances.
- 1.3 **Warranty/Disclaimer.** PeaceHealth warrants that the Services will be performed with reasonable care in a diligent manner. EXCEPT AS

OTHERWISE SET FORTH IN THIS AGREEMENT, THIS WARRANTY IS THE ONLY WARRANTY CONCERNING THE SERVICES AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OF IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSES, OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

2. CBW RESPONSIBILITIES.

- 2.1 Contracts. CBW shall provide in writing to PeaceHealth a summary of any limitations included in contracts between CBW and vendors on access by PeaceHealth to information from such contracts which may be needed by PeaceHealth to perform the Services. Such written notice shall include the specific steps CBW must initiate to obtain approval for such access. CBW shall initiate such steps to seek approval for access on a timely basis.
- 2.2 Facility. CBW shall provide PeaceHealth with office space, equipment, data, supplies and utilities including access to computer systems and access to CBW personnel as necessary for PeaceHealth to provide the Services. CBW shall provide reliable, accurate and complete information necessary for PeaceHealth to adequately perform the Services and will promptly notify PeaceHealth of any materials changes in any information provided. CBW acknowledges that PeaceHealth is not responsible for independently verifying the truth or accuracy of any information provided by CBW.

3. INSURANCE/INDEMNIFICATION/LIABILITY

- 3.1 Insurance. CBW shall require Wrangell Medical Center ("WMC") to maintain directors and officers liability insurance during the term of this Agreement with liability limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate and will endorse and otherwise make such insurance coverage primary for the individuals PeaceHealth provides in accordance with the Services and applicable Engagement Letter.

All required insurance will be provided by an insurance company rated AM Best A-7 or better. CBW shall provide PeaceHealth with certificates of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days notice to PeaceHealth of the cancellation of such insurance. CBW shall promptly notify PeaceHealth of any cancellation, reduction, or other material change in the amount or scope of any coverage required under this section.

If the directors and officers liability insurance procured pursuant to this Section 3.1 is on a "claims made" rather than "occurrence" basis, in the event CBW fails to maintain continuous coverage in the amount specified above, for at least three years after expiration or termination of this Agreement, CBW shall obtain extended reporting insurance coverage ("tail coverage") for all claims relating to services provided under the terms of this Agreement with an AM Best rated company of A-7 or better with liability limits as specified in above , or provide PeaceHealth with such other assurances of coverage as PeaceHealth , in its discretion, deems appropriate.

3.2 Indemnification of PeaceHealth. CBW shall indemnify, defend and hold PeaceHealth harmless from and against any claims, lawsuits, liabilities, losses, expenses including without limitation attorneys fees arising from or relating to any Services or other actions taken by PeaceHealth in accordance with this Agreement or any applicable Engagement Letter. CBW shall further indemnify, defend and hold PeaceHealth harmless and any individuals provided by PeaceHealth to provide Services under this Agreement or any applicable Engagement Letter in a manner similar to other CBW directors, officers and employees in accordance with CBW indemnification policies or by law as may be amended or revised from time to time. Notwithstanding the foregoing, CBW shall also indemnify, defend and hold PeaceHealth harmless and any individual providing Services under this Agreement or any applicable Engagement Letter from and against any and all other types of claims, lawsuits, liabilities, losses, expenses including without limitation attorneys fees brought against CBW, WMC, PeaceHealth or the individual providing Services under the Agreement except to the extent such claims, liabilities, lawsuits, losses or expenses arise solely from the willful misconduct, negligent act, error or omission of PeaceHealth.

3.3. Indemnification of CBW. PeaceHealth shall indemnify, defend, and hold harmless CBW and its officers and, employees, from any suit, action, claims, lawsuits, liabilities or expenses including without limitation attorneys fees , arising out any willful misconduct negligent act, error or omission of PeaceHealth except to the extent such claims or liability arise from the willful misconduct, negligent act, error or omission of CBW or are otherwise subject to the indemnification obligations set forth in Section 3.2 hereof.

3.4 Limitation on Liability. PeaceHealth will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss or any lost profits, savings, or business opportunity. Further, PeaceHealth's total liability for all claims relating to the Services shall in no event exceed the total amount of compensation paid to PeaceHealth as of the date of the claim.

3.5 Survival. The obligations and provisions set forth in this Section 3 shall survive the termination or expiration of this Agreement.

4. COMPENSATION

4.1 Fees. CBW shall compensate PeaceHealth for the Services in accordance with the applicable Engagement Letter.

4.2 Payment Terms. Except as otherwise set forth in a specific Engagement Letter, invoices are due within thirty (30) days of receipt of invoice. Undisputed invoices upon which payment is not received within thirty (30) days of the invoice date shall accrue a service charge of the lesser of (i) 1% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, and notwithstanding anything to the contrary contained in this Agreement, PeaceHealth shall have the right to suspend or terminate entirely its Services under the applicable Engagement Letter until payment, including any interest payable on any outstanding balance, is received on past due invoices, without liability therefore to PeaceHealth. In the event of such suspension or termination, PeaceHealth shall not be liable for any resulting loss, damage or expense connected with such suspension or termination. PeaceHealth shall also be entitled to recover from CBW all costs of collection, including court costs and attorney's fees, in the event of the default by CBW hereunder.

5. OTHER TRANSACTIONS

The Parties contemplate that during the term of this Agreement, they may decide to enter into other arrangements including but not limited to other purchased services such as laboratory and supply chain. Such additional transactions shall be set forth in the applicable Engagement Letter or in a separate agreement not subject to this Agreement.

The Parties further agree that this Agreement is nonexclusive and PeaceHealth may provide similar services to other entities using the same personnel as those providing Services under this Agreement.

6. TERM AND TERMINATION

6.1 Term. This Agreement shall be in effect beginning October 1, 2012 and shall continue until the termination of the last Engagement letter or unless terminated earlier as provided herein. The Parties may renew this Agreement based on the written agreement of both Parties. The terms for

each Engagement Letter shall be set forth in the applicable Engagement Letter.

- 6.2 Termination for Convenience. Either party may terminate this Agreement at any time, with or without cause, and without penalty or premium upon one hundred eighty days' prior written notice to the other party. Either Party may also terminate an Engagement Letter as set forth in that Engagement Letter. In the event of termination of an Engagement Letter, all other Engagement Letters shall remain in full force and effect.
- 6.3 Termination for Cause. Either Party may terminate this Agreement upon written notice of material violation of the Agreement by the other party if the material violation is not cured with thirty (30) days of receipt of the written notice.
- 6.4 Compensation upon Termination. In the event of termination under this Agreement or of an Engagement Letter, CBW shall compensate PeaceHealth for all Services provided or incurred prior to the effective date of such termination.

7. GENERAL PROVISIONS

- 7.1 Relationship of Parties. In performing the responsibilities described in this Agreement, PeaceHealth is at all times acting and performing as an independent contractor. PeaceHealth will be free from direction and control over the means and manner of providing the Services, subject only to the right of PeaceHealth to specify the results. Nothing in this Agreement is intended to create an employer/employee relationship, an agency relationship or a partnership or joint venture between PeaceHealth and CBW. CBW does not have the authority to bind PeaceHealth or represent to any person that PeaceHealth is an agent of CBW. PeaceHealth shall be responsible for all applicable state and federal payroll taxes, Social Security withholding, workers' compensation, employment insurance taxes, employee benefits and other taxes, expenses, or deductions and for filing at the next applicable filing period a schedule of expenses with the Internal Revenue Service for services PeaceHealth is performing as an independent contractor. PeaceHealth shall have no claim against CBW for vacation pay, sick leave, Social Security, workers' compensation, unemployment insurance, or employee benefits of any kind.
- 7.2 Responsibility. Notwithstanding the foregoing, the Parties understand acknowledge and agree that the Services may include advice and recommendations, but all decisions and actions taken by CBW in connection with the Services shall be the responsibility of, and made by, CBW and PeaceHealth shall have no liability for the decisions or actions of CBW.

7.3 Confidentiality/Privacy.

7.3.1 With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the other Party should reasonably believe is confidential based on its subject matter or circumstances of its disclosure ("Confidential Information"), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this Agreement and for no other purposes. This will not apply to information which is (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

7.3.2 PeaceHealth further agrees with respect to "Protected Health Information" ("PHI") as that term is defined in the "Standards for Privacy of Individually Identifiable Health Information" and the "Security Standards for the Protection of Electronic Health Information" (the "Security Standards") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") to:

- i. Not use or disclose PHI other than as permitted by this Agreement or required by law; PeaceHealth is authorized to use PHI solely for the purpose of carrying out PeaceHealth's responsibilities under this Agreement;
- ii. Implement administrative, physical, and technical safeguards to protect the security, confidentiality, integrity, and availability, as those terms are defined at 45 CFR Sec. 164.304, of PHI that PeaceHealth creates, receives, maintains, or transmits on behalf of CBW, and prevent its unauthorized access, use, acquisition or disclosure;
- iii. Promptly notify CBW and in no event no later than sixty (60) days of PeaceHealth's discovery of any use or disclosure of PHI not permitted by this Agreement or any security incident as that term is defined at 45 CFR Sec. 164.304 or any breach as that term is defined at 45 CFR Sec. 164.402;
- iv. Ensure that any employees, agents, or subcontractors who have access to PHI agree in writing to the same restrictions and conditions as PeaceHealth;

- v. Make available to CBW within seven (7) working days of a request the information as necessary for CBW to comply with patients' rights to access, amend, and receive an accounting of the disclosures of, their PHI;
- vi. Make available to the Secretary of Health and Human Services PeaceHealth's internal practices, books and records relating to the use and disclosure of the PHI;
- vii. Upon termination or expiration of this Agreement, return or destroy all PHI, if feasible. If it is not feasible to return or destroy the information because of other obligations or legal requirements, the protections of the Agreement must apply until the information is returned or destroyed, and no other uses or disclosures may be made except for the purposes, which prevented the return or destruction of the information.

7.3.3 This Section shall be construed in a manner consistent with any applicable interpretation or guidance regarding HIPAA as now codified or hereinafter amended or other applicable laws or regulations, issued by the U.S. Department of Health and Human Services or the federal Office of Civil Rights.

7.3.4 The parties agree to negotiate in good faith regarding mutually acceptable and appropriate amendments to this Section as necessary to comply with or give effect to obligations imposed by any change to HIPAA or its regulations or other applicable laws or regulations. In the event the parties are unable to negotiate a mutually acceptable amendment within One Hundred Eighty (180) days of such a change, either party may terminate this Agreement on Thirty (30) days written notice to the other.

7.3.5 Nothing in this Section shall be construed to confer upon any person other than the parties and their respective successors or assigns any right, remedy, obligation or liability whatsoever, except as expressly set forth herein.

7.4 **No Referrals.** Nothing contained in this Agreement shall require (directly or indirectly, explicitly or implicitly) any party to refer or direct any patients or other business to another party or to use another Party's facilities as a condition under this Agreement.

7.5 **Notices.** Any and all notices required or permitted hereunder shall be sent by certified mail, return receipt requested, or by generally recognized electronic service, to the following address or to such other and different addresses as the parties may hereto designate in writing.

PeaceHealth:

PeaceHealth Ketchikan Medical
Center
3100 Tongass Ave
Ketchikan, AK 99901
Attn: Patrick Branco
Title: Chief Executive Officer
Phone: 907-225-5171 ext.7389

CBW:

City and Borough of Wrangell
P.O.Box 531
Wrangell, AK 99929
Attn: Tim Rooney
Title: Borough Manager
Phone: 907-874-2381
Fax: 907-874-3952

- 7.6 **Non-Assignability.** This Agreement may not be assigned by CBW without the prior written consent of PeaceHealth.
- 7.7 **Severability.** Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- 7.8 **Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 7.9 **Complete Understanding.** This Agreement contains the entire understanding of the parties hereto, and there are no other written or oral understandings or promises between the parties with respect to the subject matter of this Agreement other than those contained herein. This Agreement cannot be modified by course of dealing. All modifications or amendments to this Agreement must be in writing and signed by both parties.
- 7.10 **Advice of Counsel.** Each Party hereby acknowledges, (i) having fully read this Agreement in its entirety; (ii) having had full opportunity to study and review this Agreement; (iii) having been advised that counsel for PeaceHealth has acted solely on PeaceHealth's behalf in connection with the negotiation, preparation, and execution hereof; (iv) having been advised that all parties have the right to consult and should consult independent counsel respecting their rights and duties under this Agreement; and (v) having had access to all such information as has been requested.
- 7.11 **Applicable Law.** The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of Alaska.

- 7.12 Legal Status. Notwithstanding anything to the contrary herein, if performance by either of the Parties hereto of any term of this Agreement shall jeopardize the licensure of either Party, or the full accreditation of either Party by the Joint Commission or other recognized accrediting body, or the tax-exempt status of either or the ability of either Party to issue tax-exempt bonds or should be in violation of applicable laws or regulations, such term shall be renegotiated by the parties. In the event the Parties are unable to renegotiate said term within sixty (60) days following the receipt of written notice of such jeopardy, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.13 Signature Authority. The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the Parties hereto.
- 7.14 Facsimile or Scanned Signatures. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm transmitted signatures by signing an original document.
- 7.15 Dispute Resolution. The Parties shall in good faith and for thirty (30) days attempt to resolve any dispute or disagreement arising out of or relating to this Agreement by negotiations between the CEO of PeaceHealth Ketchikan Medical Center and CBW Borough Manager or other designated managers or executives. Neither Party is required to pursue this informal dispute resolution process in the event of a dispute regarding an alleged payment owing to that Party, a breach of contract provision regarding confidentiality of information belonging to that Party, or if the Party has reason to believe that the delay involved in this informal dispute resolution would materially harm it.
- 7.16 Nonsolicitation. PeaceHealth and CBW agree that until one year after the termination or expiration of this Agreement, PeaceHealth and CBW will not hire, employ or contract with any employee of the other Party who were involved in the applicable Engagement Letter.
- 7.17 Force Majeure. Neither Party will be in default or liable for any noncompliance from acts of God, fires, floods or natural disasters, terrorist activities, labor disputes, communication failures and other equipment or telecommunication problems or other factors beyond the reasonable control of a Party.
- .

7.18 Additional warranties. Each Party further represents and warrants that:

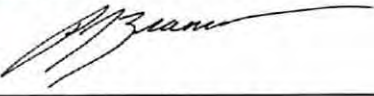
- a) It has all requisite power and authority to enter into this Master Agreement and related Engagement Letters and to carry out the transactions contemplated thereby.
- b) The execution, delivery and performance of this Master Agreement and related Engagement Letters and consummation of the transactions contemplated thereby have been duly authorized by all requisite action on the part of such Party.
- c) The Master Agreement and any related Engagement Letter have been duly executed and delivered by such Party and (assuming the due authorization, execution and delivery by the other Party) constitute a valid and binding obligation of such Party enforceable in accordance with their terms.
- d) Its entry into and performance of the Master Agreement and related Engagement Letters does not violate or constitute a breach of any contractual or other obligations to third parties
- e) It has obtained all requisite consents, licenses and approvals, whether governmental, contractual or otherwise, to enter into and perform its obligations under the Master Agreement and related Engagement Letters.

7.19 HHS Access to Records. During the term of this Agreement and for a period of four (4) years after the Agreement's termination or expiration, PeaceHealth shall grant access to the following documents to Secretary of U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller General and their authorized representatives, this Agreement and all books, documents, and records necessary to verify the nature and cost of Services. If PeaceHealth carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also contain a clause permitting access by the Secretary, Comptroller General, and their authorized representatives to the related organization's books, documents, and records.

7.20 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date of the last Party to sign below which may be in duplicate original:

PEACEHEALTH

By: 
Name: Patrick J. Branco
Title: CEO

Dated: September 26, 2012

CITY AND BOROUGH OF WRANGELL

By: 
Name: Timothy D. Rooney
Title: Borough Manager

Dated: 9/26/12

Agenda Item 13f

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

INFORMATION:

Approval to send a Letter of Support for the Renewable Energy Fund Grant (Round VII) SEAPA Wind Resource Assessment

Attachments

1. E-mail correspondence from Sharon Thomson, SEAPA Executive Assistant dated September 4, 2013
2. Sample Letter of Support from Sharon Thompson

RECOMMENDED ACTION:

Move to approve a letter of support for SEAPA to the AEA, in support of the Renewable Energy Fund Grant (Round 7) Wind Resource Assessment.

From: Sharon Thompson [mailto:sthompson@seapahydro.org]
Sent: Wednesday, September 04, 2013 2:12 PM
To: Kim Flores (clerk@wrangell.com)
Subject: SEAPA | AEA Round VII - Wind Site Reconnaissance Study Support Letter

Hello Kim,

We are applying for grant funding from Round VII of the Alaska Energy Authority's (AEA) Renewable Energy Fund for a Wind Site Reconnaissance Study. As required by the grant, we are soliciting local support for the project. The AEA recently sent a meteorological tower to SEAPA as a catalyst toward wind studies. Our application for reconnaissance funds in Round VII is a follow-up to that endeavor. If the attached is acceptable, I have drafted a formal support letter, which needs to be put on the City and Borough of Wrangell letterhead and signed by Mayor Jack. We need the letter returned by September 16, if possible, to meet the AEA's deadline for submission of applications.

Our thanks in advance for consideration of this project. If you have any questions, please do not hesitate to contact our office.

Sharon
Sharon E. Thompson, Executive Assistant
Southeast Alaska Power Agency
1900 First Avenue, Suite 318 | Ketchikan, Alaska 99901
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September 4, 2013

Mr. Shawn Calfa
Grant Manager
Alaska Energy Authority
813 West Northern Lights Boulevard
Anchorage, Alaska 99503

Letter of Support for Renewable Energy Fund Grant (Round VII)
SEAPA Wind Resource Assessment

Dear Mr. Calfa:

I am writing to you on behalf of the City and Borough of Wrangell. It is my understanding that The Southeast Alaska Power Agency ("SEAPA") is preparing a grant application to study the feasibility of wind power.

Many benefits that could be realized if it is determined that wind energy is a feasible source of energy that may benefit the whole Southeast region. The City and Borough of Wrangell strongly supports SEAPA's efforts to conduct wind studies.

Sincerely,

David Jack, Mayor
City and Borough of Wrangell

Agenda Item 13g

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM September 10, 2013

INFORMATION:

Discussion and possible action to the SEAPA Board to request a vote to remove the Wrangell SEAPA Board voting member

Attachments

1. Letter from Borough Attorney Bob Blasco dated September 4, 2013
2. Third Amendment and Restated Joint Action Agreement, Section 6

RECOMMENDED ACTION:

Assembly Discussion

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September 4, 2013

Attorney-client privilege/confidential

From: Bob Blasco

Re: Whether the Wrangell Assembly may remove the Wrangell Director from the SEAPA Board of Directors

Kim,

The Third Amendment and Restated Joint Action Agreement, which I have attached, seems to make clear that a member of the SEAPA Board of Directors may only be removed for cause. "Cause" is defined in the same agreement. The Mayor is correct that the By-Laws are silent on removal and the Long-Term Power Sales Agreement talks about appointment and vacancies but not about how a vacancy can occur. But the Third Amendment is not silent and it is specific that a Director may only be removed for cause. The Third Amendment took effect in February of 2009 and was signed by Wrangell. The Joint Action Agreement is the agreement that authorizes the municipal utilities to form a joint action agency.

If the Assembly believes there is "cause" under Section 6 to remove the Wrangell Director, the Assembly may have the option of directing the Mayor to write the Chair of the Board of SEAPA outlining the cause under Section 6 and requesting a vote of the Board of Directors. Because removal for cause requires a vote of the Board of Directors of SEAPA, the Wrangell Assembly cannot on its own find "cause" and remove the director.

Absent some modification of the Third Amendment of which we are not aware, we are not finding any authority for a SEAPA member assembly to remove its representative Director independent of action by the SEAPA Board.

Please let me know if you want us to do anything further.

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Section 6 from the Third Amendment and Restated Joint Action Agreement

Attachment 13g - 2

Section 6. Board of Directors; Appointment; Membership; Removal of Directors; Principal Office.

(a) The Agency shall be governed by a Board of Directors. The Board of Directors shall at all times consist of a total of five Directors. Each Project shall be represented by two Directors. The Tyee Lake Project shall be represented by one Director and an alternate from Petersburg and one Director and an alternate from Wrangell. The Swan Lake Project will be represented by two Directors and two alternates from Ketchikan. Each alternate may attend all meetings and be granted all of the same rights and privileges as a Director, including without limitation the right to reimbursement of expenses, except the right to vote where the appointed Director is present and able to vote on any matter before the Board. Each Member Utility shall notify all other Member Utilities in writing of its designated Directors and alternates to the Board. The fifth Director and one alternate shall be selected and approved, on an alternating annual basis, between the two projects. When the Swan Lake Project is to select the fifth Director the Member Utility from Ketchikan shall make the selection. In the year that the Tyee Lake Project is to select the fifth Director, the selection shall alternate between the Member Utilities of Petersburg and Wrangell, as provided in the Bylaws of the Agency, as may be amended from time to time. The selection of the initial fifth Director shall be determined randomly in a manner agreed upon by the Member Utilities. In the event the Member Utility from Ketchikan, on behalf of the Swan Lake Project, is randomly determined to select the initial fifth Director, there shall be a second random selection between Wrangell and Petersburg to determine which Member Utility will select the initial fifth Director to represent the Tyee Lake Project. The fifth Director may serve one or more additional terms, with the consent of all Directors from each Project. Such a selection shall not alter the alternation of the selection of the fifth Director. Each Director and alternate shall serve for a one-year term commencing on January 1 and ending on December 31 of each calendar year, provided that a Director or an alternate to the Board shall continue to serve until his or her successor is appointed. Directors and alternates shall have a fiduciary duty to the Agency and may not be removed except as provided by paragraph (c) below.

(b) The right of a Member Utility to appoint a Director or an alternate to the Board is not transferable to any other entity or person without the prior unanimous consent of all members of the Board of Directors.

(c) A Director or an alternate to the Board may only be removed for cause. Removal of a Director or an alternate to the Board shall require a finding of cause and a vote in favor of removal by a unanimous vote of those remaining Directors who are appointed by Member Utilities that are state or local governmental units within the meaning of Treas. Reg. § 1.103-1(b). No Director or alternate to the Board shall be entitled to vote on the removal of a Director or an alternate to the Board if such Director or alternate is either the subject of a vote for removal or has been appointed by the same Member Utility as the Director or alternate who is the subject of the vote for removal. "Cause" for purposes of this paragraph (c) is defined as:

(i) The continued failure by the Director or alternate to substantially perform any of his or her material duties hereunder or to follow the reasonable and lawful orders of the Board;

- (ii) The Director or alternate's misappropriation of material assets of the Agency;
- (iii) Use of alcohol or illegal drugs, materially interfering with the performance of the Director or alternate's obligations;
- (iv) Indictment, arraignment or conviction of a felony or of any crime involving moral turpitude, dishonesty or theft;
- (v) The Director or alternate has acted outside the scope of his or her authority as a Director or an alternate to the Board, as the case may be, in a manner that results or may result in a material detriment to the Agency or any Member Utility, and the Director or alternate did not reasonably believe the conduct to be in, or not opposed to, the best interests of the Agency.

(d) The principal office of the Agency shall be located in the State of Alaska as designated by majority vote of the Board of Directors. The location of the principal office of the Agency in the State of Alaska may be changed from time to time by majority vote of the Board of Directors.

Section 7. Bylaws; Rulemaking Authority.

(a) Each Director is entitled to one vote on each matter submitted to a vote of the Board of Directors, including voting on the Bylaws and any amendments thereto or to this Agreement. A Director may not vote by proxy but may vote, if so provided by the Bylaws, by mail or facsimile or by participation in a meeting of the Board via telephone conference.

(b) The Bylaws and any amendments thereto must provide for notice to Directors of all Board meetings, including official meetings or informal meetings or executive sessions, via written or facsimile notice at least 24 hours in advance. Board meetings shall generally be held in the State of Alaska. In addition, the Board's meetings must, unless provided otherwise by the Bylaws, comply with the open meetings requirements contained in AS 44.62.310, et seq.

(c) The Board shall adopt rules to carry out its functions and purposes, including rules to safeguard property owned and managed by the Agency, and to protect employees and persons using or located nearby the Agency's property or services. The Board may establish in the Bylaws a procedure for adopting rules on an emergency and a permanent basis.

Agenda Item 14

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
September 10, 2013**

INFORMATION:

ATTORNEY'S FILE - None

Agenda Item 15

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
September 10, 2013**

INFORMATION:

EXECUTIVE SESSION - None