

**PRESBYTERY OF YUKON**  
Special Teleconference Meeting  
March 30, 2019

CONVENE

Moderator-elect Piper Cartland convened the teleconference at 11:00 am. The closing prayer of the preceding, presbytery adjourned meeting served as the opening prayer for this meeting.

ESTABLISH ROLL

**Minister Members Present:** Leisa Carrick, Tim Carrick, Piper Cartland, Ellen Johnson-Price, Britt Johnston, Curt Karns, Dan Ketchum, Curt Matz, Israel Nelson, and Johan Shin

**Ruling Elder (RE) Members Present:** *Commissioned Pastors:* Joseph Brock, Darlene Matz, Marjorie Poggas; *Elder Commissioners:* Candace Arlian (Immanuel PC), Ron Illingworth (New Hope Church), Susan Lundgren (Trinity PC), Debbie Ossiander (Eagle River PC), Susan Woods (Jewel Lake Parish); *Leadership Team members* Jan Burger and Bob Christensen, *Certified Christian Educator* Danna Larson, *Nominating Committee chair* Shirley Novak, and *Stated Clerk* Sharon Rayt.

**Guests Present:** Elder Dale Berry

All other members were excused.

DECLARATION OF QUORUM

A quorum was present in accordance with presbytery's bylaws and G-3.0304, in that at least 10% of members and no fewer than three elders representing at least three churches and three ministers were present.

Active Members:..... 58  
Ministers present: ..... 10  
Elders present..... 13  
% of active members present .... 40 %

AGENDA

The special meeting was called by moderator Commissioned Pastor Beulah Nowpakahok with the concurrence of Rev. Piper Cartland, Rev. Curt Karns, elder Dale Berry (Eagle River PC) and elder Bob Christensen (First Wasilla PC), to act on business identified in the call to the meeting (Appendix A):

- **Vote to guarantee/co-sign a disaster relief loan for Eagle River PC**  
Eagle River elder Dale Berry spoke on behalf of the Eagle River Presbyterian Church which sustained considerable damage from the November 30, 2018 earthquake. Church trustees have applied for grant assistance from the Federal Emergency Management Agency and a loan from the Presbyterian Investment and Loan Program (PILP) to help pay for repair costs.

The church is seeking a \$195,800 loan from PILP, with a 15-20 year payback period. A PILP disaster relief loan carries a low 1.75% interest rate. On behalf of the Stewardship Committee, committee moderator Bob Christensen reported that the committee has reviewed the loan application and recommends that presbytery approve the request and to guarantee/co-sign the loan and assume repayment responsibility in the event of loan default. Motion was **APPROVED**.

If PILP approves the loan, the church property, located at 12836 Old Glenn Hwy and with a legal description of Block B Lot 1B Debora Subdivision, will serve as collateral.

- **Vote to approve the contract between Intergenerational Arctic Ministries and the Presbytery of Yukon**  
Curt Karns reported that the one-year contract is the same as last year's, except that dates reflect the new contract period. The contract was **APPROVED** as presented (Appendix B).
- **Receive the clerk's report.**  
The stated clerk presented the church summary membership report for inclusion into the presbytery record (Appendix C).

ADJOURN

The meeting adjourned at 11:09 am with Ellen Johnson-Price leading in the closing prayer.

Sharon Rayt  
Stated Clerk



616 W. 10th Avenue  
Anchorage, AK 99501

907/276-0914 VOICE  
907/276-0175 FAX

office@pbyukon.org  
www.pbyukon.org

Date: March 15, 2019  
To: Members of the Presbytery of Yukon  
(Ministers, Elder Commissioners, Commissioned Pastors, Leadership Team, Elder  
Certified Christian Educator, Nominating Moderator)  
From: Sharon Rayt, Stated Clerk  
RE: March 30, 2019 Called Presbytery Meeting

A called meeting of the Presbytery of Yukon will convene via teleconference immediately after the 10:00 am adjourned presbytery meeting on Saturday, March 30, 2019. The meeting has been called by moderator Commissioned Pastor Beulah Nowpakahok with the concurrence of Rev. Piper Cartland, Rev. Curt Karns, elder Dale Berry (Eagle River PC) and elder Bob Christensen (First Wasilla PC). Business will be limited to the following items:

- Vote on whether to guarantee/co-sign a disaster relief loan from the Presbyterian Church (U.S.A.) Investment and Loan Program (PILP) for Eagle River Presbyterian Church. The church is requesting \$195,800 to repair damage caused by the November 30, 2018 earthquake and a 15-20 year payback period. PILP's disaster relief loans carry a 1.75% interest rate.

If PILP approves the loan, the church property, located at 12836 Old Glenn Hwy, and with a legal description of Block B Lot 1B Debora Subdivision, will serve as collateral.

- Vote to approve the contract between Intergenerational Arctic Ministries and the Presbytery of Yukon (attached).
- Receive clerks report (attached)

**Teleconference access:**

Cell call: 276-1095 or 907-276-1095

Landline call from the Anchorage/Eagle River area: 276-1095

Landline toll free long distance call (Alaska only): 1-866-298-1095

Rev. Curt Karns  
executive presbyter

Sharon Rayt  
stated clerk  
[sharon@pbyukon.org](mailto:sharon@pbyukon.org)  
(907) 297-9770 cell



## INTERGENERATIONAL ARCTIC MINISTRIES

### CONTRACT FOR SERVICES

THIS CONTRACT is dated as of March 1, **2019**, by and between INTERGENERATIONAL ARCTIC MINISTRIES (“IAM”) and PRESBYTERY OF YUKON (“Contractor”) (alternatively referred to as a “Party” or collectively as the “Parties”), as follows.

#### PART I

##### SPECIAL PROVISIONS

###### Section 1. Scope of Services.

Contractor shall be responsible for overseeing the administration, programs, and strategic plan of IAM as well as upholding its mission, vision, and values. Without limitation of the foregoing, Contractor shall:

- A. Work with IAM’s board of directors in developing a strategic plan, as well as its mission, vision, values and policies;
- B. Work with all faith-based churches and agencies currently active in regions where IAM works and desiring to participate in this ministry;
- C. Work with the consultant on faith-based programming from the North Slope Borough;
- D. Recruit essential staff for the start-up phase of IAM’s work (finance, grant writing, and directors for individual programs); and
- E. Be IAM’s visible spokesperson with a unique opportunity to positively influence the community when it comes to supporting IAM and its ministries.

###### Section 2. Term.

- A. The term of this contract shall be one (1) year commencing on March 1, **2019**.
- B. This contract may be extended for one (1) - year option periods upon mutual consent of the Parties.

Section 3. Compensation; Payment.

- A. Subject to Contractor's satisfactory performance, IAM shall pay Contractor FIVE THOUSAND THIRTY-FIVE DOLLARS (\$5,035) per month payable on the first day of each month during the term hereof.
- B. In addition, IAM shall reimburse Contractor for the following expenses incurred by Contractor:
  - 1. All travel expenses, including food and lodging, to and from Anchorage, Point Hope, Point Lay and other locations where there are no Presbyterian churches;
  - 2. One-half of all travel expenses, to and from Anchorage, Wainwright, Atqasuk, Utqiaġvik, Nuiqsut, Kaktovik, Anaktuvuk Pass and other locations where there are Presbyterian churches;
  - 3. One-half of all travel expenses to and from Anchorage, Gambell and Savoonga, if IAM obtains funding for work on St. Lawrence Island;
  - 4. Services of an administrative assistant, as needed, at the rate of TWENTY DOLLARS (\$20) per hour; and
  - 5. All other expenses incurred by Contractor within the scope of services described in Part I, Section 1, and approved by the president of IAM's board of directors.

Section 4. Termination of Contractor's Services.

Contractor's services under this contract may be terminated:

- A. By mutual consent of the Parties; or
- B. For the convenience of either Party, provided that the terminating Party notifies the other Party in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of termination.

Section 5. Duties Upon Termination.

- A. If IAM terminates Contractor's services for convenience, IAM shall pay all compensation payable to Contractor under this contract through the date of termination, together with all costs reasonably incurred prior thereto. All finished and unfinished documents and materials prepared by Contractor pursuant to this contract shall become the property of IAM.

- B. Except as provided in this section, termination of Contractor's services under Part I, Section 4, does not affect any other right or obligation of a Party under this contract.

Section 6. Insurance.

- A. Contractor shall maintain in good standing, for the entire period of the contract, the insurance described in subsection B of this section. Before rendering any services under this contract, Contractor shall furnish the Administrator with proof of insurance in accordance with subsection B of this section in a form acceptable to IAM.
- B. Contractor shall provide the following insurance:
1. \$500,000 Employers Liability and Worker's Compensation as required by Alaska Law.
  2. Commercial Automobile Liability per occurrence in the amount of \$500,000 single limit to include: owned, hired, and non-owned.
  3. Commercial General Liability in the amount of \$1,000,000 combined single limit to include:
    - Premises Operations
    - Products and Completed Operations
    - Blanket Contractual
    - Broad Form Property Damage
    - Independent Contractors
    - Personal Injury

The Commercial General Liability policy, if written on a "claims made basis," must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years, from the completion of the contract requirements.
- C. Each policy of insurance required by this section shall provide for advance notice to IAM prior to cancellation in accordance with the policy. If the insurer does not notify IAM upon policy cancellation, it shall be Contractors' responsibility to notify IAM of such cancellation.
- D. With the exception of Worker's Compensation, each policy shall name IAM as an "Additional Insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against IAM by reason of any payment made for claims

under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.

Section 7. Liability.

Contractor shall indemnify, defend, save and hold IAM harmless from any and all claims, lawsuits or liability, including attorney fees and costs, arising out of or related to any wrongful or negligent act, error or omission of Contractor in its performance of this contract.

Section 8. Ownership; Publication, Reproduction and Use of Material.

Except as otherwise provided herein, all data, documents and materials produced by Contractor under this contract shall be the property of IAM, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

Section 9. Inspection and Retention of Records.

Contractor shall, at any time during normal business hours and as often as IAM may deem necessary, make available to IAM, for examination, all of its records with respect to all matters covered by this contract for a period ending three (3) years after expiration or earlier termination of this contract. Upon request, and within a reasonable time, Contractor shall submit such information and reports relating to its activities under this contract to IAM, in such form and at such times as IAM may reasonably require. Contractor shall permit IAM to audit, examine and make copies of such records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to matters covered by this contract. IAM may, at its option, permit Contractor to submit its records to IAM in lieu of the retention requirements of this section.

Section 10. Notices.

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

IAM: Intergenerational Arctic Ministries  
ATTENTION: Reverend Curtis Karns  
616 West Tenth Avenue  
Anchorage, Alaska 99501  
FAX: (907) 276-0175  
E-mail: [exec@pbyukon.org](mailto:exec@pbyukon.org)

Contractor: Presbytery of Yukon  
ATTENTION: Sharon Rayt, Stated Clerk  
616 West Tenth Avenue  
Anchorage, Alaska 99501  
FAX: (907) 276-0175  
E-mail: sharon@pbyukon.org

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

## **PART II**

### **GENERAL PROVISIONS**

#### **Section 1. Relationship of Parties.**

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

#### **Section 2. Permits, Laws and Taxes.**

Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by Contractor under this contract shall comply with all applicable statutes, ordinances, rules and regulations. Contractor shall pay all taxes pertaining to its performance under this contract.

#### **Section 3. Assignments.**

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

#### **Section 4. Nonwaiver.**

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



Section 5. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska, at Anchorage. The law of the State of Alaska, without regard to its conflicts of law, shall govern the rights and obligations of the Parties under this contract.

Section 6. Severability.

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

Section 7. Integration.

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

Section 8. Amendment.

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

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

IAM: President

Contractor: Stated Clerk

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

Section 9. Execution in Counterparts.

This contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Transmission of Documents.

This contract and signed documents produced under this contract may be sent electronically, and such electronically transmitted documents shall be considered

an original document and shall have the same effect and enforceability under law as a document having an original signature.

Section 11. Binding Effect.

This contract is binding upon and inures to the benefit of the Parties, their successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first mentioned above.

INTERGENERATIONAL ARCTIC MINISTRIES

*Ida Olemaun*, Secretary/Treasurer  
Molly Pederson, President *By* *Ida Olemaun*  
Dated: March 30, 2019

PRESBYTERY OF YUKON

*Sharon L Rayt*  
Sharon Rayt, Stated Clerk  
3/30/19

### Summary Membership Report for 030-800 2018

<u>Location</u>	<u>Pin #</u>	<u>Church Name</u>	<u>Begin Total</u>	<u>Adj. Member.</u>	<u>New Member. Total</u>	<u>Cert Gains</u>	<u>Youth Profess.</u>	<u>Profess./ Reaffirm.</u>	<u>Cert Losses</u>	<u>Death Losses</u>	<u>Deleted Losses</u>	<u>End Total</u>	<u>Diff</u>
Anaktuvuk Pass	8421	Chapel in the Mountains	35		35							35	0
Anchorage	12058	Anchor	21	0	21	0	0	0	0	2	0	19	-2
Anchorage	9126	First	280	0	280	2	0	12	0	0	20	274	-6
Anchorage	10379	First Korean	50	0	50	0	0	0	0	0	6	44	-6
Anchorage	8576	Immanuel	40		40							40	0
Anchorage	10163	Jewel Lake Parish	55	0	55	0	0	0	0	1	1	53	-2
Anchorage	9127	Trinity	113	0	113	0	0	0	1	1	19	92	-21
Atqasuk	11225	Atqasuk	20		20							20	0
Barrow	9128	Utqiagvik	235		235							235	0
Delta Junction	8585	Delta	17	0	17	0	0	1	0	1	0	17	0
Eagle River	10877	Eagle River	97	0	97	1	0	0	0	1	0	97	0
Fairbanks	10548	Korean	19	0	19	6	0	0	4	0	0	21	2
Fairbanks	9136	University Community	80	-4	76	2	0	1	0	3	0	76	0
Gambell	8926	Gambell	42	0	42	0	0	0	0	1	0	41	-1
Kaktovik	8451	Kaktovik	17	0	17	0	0	0	0	0	0	17	0
North Pole	10446	New Hope	17	0	17	1	0	0	1	0	0	17	0
Nuiqsut	10310	Kuukpik	39		39							39	0
Palmer	9131	United Protestant	126	0	126	0	0	2	0	1	5	122	-4
Savoonga	9133	Savoonga	57	-7	50	0	0	0	0	2	0	48	-2
Wainwright	9134	Olgonik	41	0	41	0	0	0	0	4	0	37	-4
Wasilla	8647	First	147	0	147	0	0	1	4	4	0	140	-7
<b>Totals</b>			1548	-11	1537	12	0	17	10	21	51	1484	-53