



**CITY OF KOTZEBUE
RESOLUTION NO. 24-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE APPROVING THE ALASKA MARINE LINES (“AML”) TRANSPORTATION AGREEMENT FOR CY2024.

WHEREAS, the City of Kotzebue (“City”) has used Alaska Marine Lines (“AML”) for many years for its barge needs;

WHEREAS, the City spent \$111,464.29 in CY2023 with AML;

WHEREAS, the City needs to continue using AML barging services for CY2024; and,

WHEREAS, AML requires a Transportation Agreement for CY2024 as set forth in Exhibit “A” to use its 2024 Sailing Schedule to Western Alaska as set forth in Exhibit “B” attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue accepts the AML Transportation Agreement for CY 2024 and authorizes the City Manager or her designee to sign the AML Transportation Agreement for CY2024 hereto as Exhibit “A”.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 18th day of January 2024.

CITY OF KOTZEBUE

Saima Chase, Mayor

[SEAL]

ATTEST:

Rosie Hensley, City Clerk

Attachments: AML CY 2024 Transportation Agreement [4 pages]
AML 2024 Sailing Schedule to Western Alaska [1 page]



ALASKA MARINE LINES, INC.
5615 W. Marginal Way S.W.
Seattle, WA 98124
(800) 950-4265

TRANSPORTATION AGREEMENT (MOTOR-WATER CARRIER) 2024-194

1. **Basic Agreement:** Alaska Marine Lines, Inc. (Carrier) and City of Kotzebue (Shipper) agree to the rates and terms of service set forth on Exhibit(s) A and B hereto, and pursuant to 49 U.S.C. § 14101 (b) expressly waive any other rates and terms of service (including rights and remedies) which may be to the contrary.
2. **Authority:** The individual executing this agreement for Shipper represents and warrants that he/she is authorized to execute this agreement for Shipper as well as the owner, consignee and all other persons/entities claiming by, through or with respect to the goods.
3. **Governing Law:** This agreement shall be governed by the general maritime law of the United States to the extent applicable and otherwise by the laws of the state of Washington. The parties submit to the exclusive jurisdiction of the U.S. District Court located in Seattle, Washington with respect to any litigation arising out of this agreement, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.
4. **Execution:** This agreement is not effective unless it is signed by both parties. This agreement may be executed in counterparts; either by facsimile or original signature, with each counterpart deemed an original and all counterparts constituting the same agreement whether or not the signatures of both parties appear on any single counterpart.
5. **Integration:** Exhibit(s) A and B as well as Carrier's Surface Transportation Board tariff (available at www.lynden.com/aml/100terms.htm) and the bill of lading published therein, which shall be deemed to have been issued, are fully incorporated into this agreement by reference; in the event of any conflict, the terms and conditions of this agreement and Exhibit(s) A and B shall prevail over those of Carrier's tariff or bill of lading. This constitutes the entire agreement between the parties, and shall supersede all previous and contemporaneous communications or agreements whether oral or written. No modification of this agreement shall be effective unless signed by both parties.
6. **Assignment:** Neither party may assign this Contract, or any right hereunder, without the consent of the other party. Such consent may be withheld at the sole discretion of the non-assigning party.
7. **Method of Payment:** The rates and terms of service contained herein are specifically negotiated to include payment by ACH, wire transfer or check only. Credit card payment will not be accepted. When shipper requires that Carrier utilize a third party payment service for billing or collecting payment, Carrier will bill and Shipper will pay any and all fees as well as the charges for Carrier's data entry services as listed in AKMR 100A Item 895. Unless otherwise specified in this agreement, credit terms are as published in AKMR 100A item 720.
8. **Confidentiality:** Parties agree that the rates and terms agreed to in this contract are confidential and shall not be divulged to outside parties.
9. **Electronic Storage:** The parties intend to allow for the electronic imaging and storage of this agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this agreement. The parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this agreement because of the fact that such image was stored or handled in electronic form.

Dated this 4th of January 2024

Carrier:

ALASKA MARINE LINES, INC.

Shipper:

City of Kotzebue

Authorized Signature

Margretta Grace - Director of Pricing

Printed Name and Title

Authorized Signature

Tessa Baldwin - City Manager

Printed Name and Title



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TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT A
Rates and terms of service

ACCOUNT: City of Kotzebue

PORT OF LOADING: SEA/ANC

PORT OF DISCHARGE:

KOZ

COMMODITY	RATE
BEER & WINE	
LCL	49.57
LCL (Min. 10,000 Lbs.)	39.30
20' Shipper Load & Count Container (Min. 40,000 lbs)	29.09
LIQUOR	
LCL	49.57
LCL (Min. 10,000 Lbs.)	39.30
20' Shipper Load & Count Container (Min. 40,000 lbs)	29.09

AGREEMENT TERMS

- NOTE 1. APPLICATION OF RATES. Unless otherwise specified, rates are in dollars and cents per one hundred pounds (cwt), subject to minimum weight as shown.
- NOTE 2. CONSOLIDATION. Except as otherwise specified in this Agreement, rates do not include consolidation services. Upon request, consolidation can be provided as follows:
- | | | |
|----------------|------------------|-----------------|
| <u>EQ Size</u> | <u>Container</u> | <u>Platform</u> |
| 20' | \$373.00 | \$542.00 |
- Rates are subject to an additional per bill of lading charge of \$35 for non-hazardous cargo and \$80 for hazardous cargo.
- NOTE 3. FUEL SURCHARGE. Rates are subject to the Ocean (FSC) and Inland (IFSC) Fuel Surcharges in effect in Carrier's Surface Transportation Board tariff on date of shipment.
- NOTE 4. GENERAL RATE INCREASE. Except as otherwise noted, the rates and charges agreed to in this contract shall be protected from any General Rate Increase for the duration of the contract term.
- NOTE 5. GOODS NOT COVERED. Please contact your salesperson for a quote on commodities and/or ports not shown in this Agreement.
- NOTE 6. LOSS/DAMAGE TO GOODS. Carrier's liability shall be limited as outlined in Alaska Marine Lines' STB AKMR RULES TARIFF 100, series (available online at www.lynden.com); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.
- NOTE 7. PACKAGING. Material must be packaged in accordance with Carrier's packaging specifications. Carrier's packaging specifications are required for Carrier handling purposes only, and do not warrant protection of the product from damage due to insufficient packaging or the inherent nature of the product. Shipper is required to package sufficiently to protect cargo for open ocean transport on the deck of Carrier's marine equipment
- NOTE 8. PAYMENT. Subject to approval of credit, full payment must be made within 30 days from the date of the Carrier's invoice, unless other arrangements have been made.
- NOTE 9. SCOPE of SERVICE. Rates are dock to dock only. Upon request, Carrier will provide trucking services as per charges listed in Carrier's applicable tariff(s).
- NOTE 10. TERM. The term begins on January 1, 2024 and terminates October 31, 2024.
- NOTE 11. TRANSFER of LADING. Rates denoted with (T) include transfer of lading only for cargo suitable for direct transfer to or from Carrier's equipment by forklift. Shipments requiring sorting, segregation, banding or unitizing shall be subject to charges set forth in Carrier's tariff. Carrier will transfer cargo in a manner which will utilize equipment weight and volume capacity in a reasonably efficient manner, but will not be responsible for the inability to meet any specified weight expectations per container or platform. Transfer for all other cargo will be rated as follows; rates are per piece of equipment and are not subject to fuel surcharge.

TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT A

Rates and terms of service

AGREEMENT TERMS

<u>EQ size</u>	<u>Container</u>	<u>Platform</u>
20'	\$291.00	\$425.00

NOTE 12. VOLUME. Shipper agrees that the rates, terms and conditions set forth in this agreement are predicated upon shipping one hundred percent (100%) of its barge cargo with Carrier.

NOTE 13. WHARFAGE and HANDLING. Except as otherwise provided, rates include Alaska wharfage and handling charges. Provided, any increase in expense implemented by an Alaska port authority and levied against certain cargoes after the beginning term of this Agreement shall be passed onto Shipper as an additional charge.



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TRANSPORTATION AGREEMENT 2024-194, ATTACHMENT B

Rates and terms of service

ACCOUNT: City of Kotzebue

Equipment Demurrage Rates

Carrier's equipment must be empty and returned to Carrier within the allotted free days, including Saturdays, Sundays and holidays.

Ports:	Containers & Platforms	Chassis
Bethel, Dillingham, Kotzebue, Naknek & Nome:	30 days	48 hours
All other Western Alaska ports:	45 days	48 hours
Seattle:	10 days	10 days

Free time begins on the first 7:00 AM after barge arrival at the destination port.

Demurrage charges for detained equipment will be charged according to the charges named below and shall accrue continuously until the equipment is returned. Following the initial removal of the equipment from Carrier's possession, the Consignee and Bill-To-Party shall be jointly and severally liable and responsible for maintaining the possession and condition of the equipment until returned to Carrier. Rates are for equipment use only and do not provide for storage at Carrier's terminals.

Type	Length	Type	Rate per Day
Container	20'	Dry	\$9.00
	24'	Dry	\$11.00
	40'	Dry	\$12.00
	20'	Half-high	\$27.00
	20'	Reefer	\$42.00
	40'	Reefer	\$42.00
Platform / Post Platform	20'	Platform	\$9.00
	24'	Platform	\$9.00
	40'	Platform	\$12.00
Tank	20'	ISO/IMO Tank	\$53.00
	20'	Bulk Pneumatic	\$53.00
Chassis	20', 24', 40'	2, 3 Axle	\$16.00
	20', 24', 40'	4 Axle	\$32.00
	20', 24', 40'	5 Axle	\$46.00



2024 SAILING SCHEDULE TO WESTERN ALASKA

From Seattle and Anchorage

VOYAGES	W4001	W4002	W4003A	W4003B	W4004	W4005	W4006	W4007A	W4007B ARCTIC	W4008A	W4008B	W4009
Seattle Deadline	Mar 25	Apr 1	Apr 22	May 6	Apr 29 Fishermen's LCL gear deadline Apr 26	May 20	June 3	June 17	June 24	July 22	July 29	Sep 3 Tuesday due to holiday
Seattle Departure	Mar 29	Apr 5	Apr 26	May 10	May 3	May 24	June 7	June 21	June 29	July 26	Aug 2	Sep 6
Anchorage Deadline	No service from Anchorage	Apr 11	May 2	May 16	No service from Anchorage (see W4003B)	May 30	June 13	June 27	July 3 Wednesday due to holiday	Aug 1	Aug 8	Sep 12
SEATTLE TERMINAL 6110 W Marginal Way SW Seattle, WA 98106	Dillingham (f) Naknek (f) (f) Freeze cargo and herring supplies are priority	Dillingham Dutch Harbor Naknek	Bethel Dutch Harbor	Dillingham (a) Dutch Harbor Naknek (a) Nome (a) Services from Anchorage only	Dillingham Naknek	Bethel Dillingham Dutch Harbor Naknek	Bethel Dillingham Dutch Harbor Naknek Nome	Bethel Dillingham Dutch Harbor Naknek	Nome	Kotzebue Naknek Nome	Bethel Dillingham	Bethel Dillingham Dutch Harbor Naknek Nome
ANCHORAGE 660 Western Drive Anchorage, AK 99501 phone: (907) 770-4053 fax: (907) 272-9152	Bristol Bay Villages (f)	Bristol Bay Villages	Coastal Villages Kuskokwim Villages A, B, C, D	Bristol Bay Villages (f)	Bristol Bay Villages	Bristol Bay Villages	Bristol Bay Villages	Bristol Bay Villages Kuskokwim Villages A, C, D	Arctic Villages Norton Sound Villages B	Norton Sound Villages A Lower Yakon River Villages	Coastal Villages Kuskokwim Villages A, B	
BETHEL phone: (907) 543-4649												
NAKNEK/DILLINGHAM phone: (907) 246-6667												
NOME/NOTZEBUE phone: (907) 443-5738												

PORTS OF CALL

Dutch Harbor Schedule	Arctic Villages	Bristol Bay Villages	Coastal Villages	Kotzebue Sound Villages	Kuskokwim River Villages	Norton Sound Villages	Lower Yakon River Villages
Seattle Departure	Barrow	Big Creek	Chevak	Buckland	Napaklak	Brevig Mission	Alakanuk
May 13	Kaktovik	Egegik	Cherak	Deering	Napaskiak	Elim	Emmonak
May 17	Point Hope	Ekuk	Esik	Kiana	Oscarville	Golovin	Kotlik
June 13	Point Lay	South Naknek/ Trident Dock	Goodnews Bay	Kivalina	Tulaksak	Koyuk	Mountain Village
June 26	Prudhoe Bay	Togiak Village	Hooper Bay	Noorvik	Red Devil	Shaktolik	Numam Iqa
Aug 7	Wainwright		Kipnuk	Solawik	Steele	St. Michael	Pilot Station
Aug 12			Kongiganak	Shishmaref	Story River	Stebbins	St. Mary's
Sep 9			Kwigillingok		*LCL freight is not accepted for these ports; cargo can be taken to Bethel	Tin City	
Sep 13			Mekoryuk			Unalakleet	

Project freight for communities not scheduled will be considered on an inducement basis. Village service is subject to water level and freight volume considerations.
Please visit our website at www.shipam.com for the latest updates

For more information and booking: (800) 426-3113 or (206) 763-3000 | cswakhi@lynden.com | www.shipam.com

