

# NWAB Mtg Packet

## Assembly September 2023

September 18-19, 2023

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**Northwest Arctic Borough  
Assembly BAF/Work Session**  
Monday, September 18, 2023 – 1:00 P.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

- A. CALL TO ORDER**
- B. INVOCATION/MOMENT OF SILENCE**
- C. SAFETY MOMENT**
- D. ROLL CALL**
  - 1. Introduction of Staff and Guests
- E. APPROVAL OF AGENDA** **TAB 1**
- F. COMMUNICATIONS AND APPEARANCES** **TAB 3**
  - 1. Financials ending August 31, 2023
- G. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
- H. INTRODUCTION OF ORDINANCES** **TAB 6**
- I. RESOLUTIONS** **TAB 7**
  - 1. **Resolution 23-49** *a resolution of the Northwest Arctic Borough Assembly accepting an FY24 Village Public Safety Officer Grant and for related purposes.*
  - 2. **Resolution 23-50** *a resolution of the Northwest Arctic Borough Assembly approving engagement of Altman, Rogers & Co. to conduct the FY23 Audit.*
  - 3. **Resolution 23-51** *a resolution of the Northwest Arctic Borough Assembly to approve a grant from the Alaska Energy Authority Renewable Energy Fund for a Solar PV Project in the Community of Selawik, Alaska, and for related purposes.*
  - 4. **Resolution 23-52** *a resolution of the Northwest Arctic Borough Assembly ratifying the appointment of election judge chairs for the 2023 General Election to be held on October 3, 2023.*
- J. OTHER BUSINESS** **TAB 8**
- K. EXECUTIVE SESSION**
- L. AUDIENCE COMMENTS**
- M. ASSEMBLY COMMENTS**
- N. MAYOR'S COMMENTS**
- O. ADJOURNMENT**



**Northwest Arctic Borough  
Assembly Regular Meeting**  
Tuesday, September 19, 2023 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

- A. CALL TO ORDER**
- B. INVOCATION/MOMENT OF SILENCE**
- C. SAFETY MOMENT**
- D. ROLL CALL/MEMBER EXCUSAL**
  - 1. Introduction of Staff and Guests
- E. APPROVAL OF AGENDA** **TAB 1**
- F. APPROVAL OF PREVIOUS MEETING MINUTES** **TAB 2**
  - 1. August 22, 2023 Regular Meeting Minutes
- G. COMMUNICATIONS AND APPEARANCES**
  - 1. Ambler Metals' Upper Kobuk Mineral Project (UKMP) Update, Ramzi Fawaz, President & CEO of Ambler Metals
  - 2. CUAP Update, Chris Cox
- H. BOARDS, COMMISSIONS & COMMITTEES** **TAB 3**
  - 1. Budget, Audit & Finance
  - 2. Financial Report, Angie Sturm
- I. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
- J. ASSEMBLY REPORTS** **TAB 8**
- K. MAYOR'S REPORT** **TAB 5**
- L. TIME AND PLACE OF NEXT MEETING**
- M. INTRODUCTION OF ORDINANCES** **TAB 6**
- N. RESOLUTIONS** **TAB 7**
  - 1. **Resolution 23-49** *a resolution of the Northwest Arctic Borough Assembly accepting an FY24 Village Public Safety Officer Grant and for related purposes.*
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  - 4. **Resolution 23-52** *a resolution of the Northwest Arctic Borough Assembly ratifying the appointment of election judge chairs for the 2023 General Election to be held on October 3, 2023.*
- O. OTHER BUSINESS** **TAB 8**
- P. EXECUTIVE SESSION**
- Q. AUDIENCE COMMENTS**

**R. ASSEMBLY COMMENTS**

**S. MAYOR'S COMMENTS**

**T. ADJOURNMENT**





Northwest Arctic Borough Assembly  
Regular Meeting Minutes  
Tuesday, August 22, 2023 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**CALL TO ORDER**

Assembly Member Sampson called the meeting to order at 9:05 A.M.

**INVOCATION/MOMENT OF SILENCE**

Member Loon provided an invocation.

**SAFETY MOMENT**

Member Sampson raised concerns of boat safety; let someone know where you plan to be, how long expected to be out. Have a safe Fall boating season.

**ROLL CALL/MEMBER EXCUSAL**

Assembly Members present at the time of roll call:

<i>Austin Swan Sr.</i>	Dood Lincoln Carr	Walter Sampson	Reid Magdanz
<i>Miles Cleveland Sr.</i>	Hannah Loon	<i>Delores Barr</i>	<i>Tanya Ballot</i>
<i>Sandy Shroyer Beaver</i>	<i>Nathan Hadley Jr.</i>		

Excused

Elmer Armstrong Jr.

Introduction of Staff and Guests

Dickie Moto Sr.	Matt Mead	<i>Angie Sturm</i>	<i>Clara Jones</i>
<i>Jeff San Juan</i>	<i>Fritz Westlake</i>	<i>Ingemar Mathiasson</i>	Clay Norldum
Chris Hatch	Craig McConnell	Liz Hensley	Greta Schuerch
Shayne Schaeffer	Ruth Iten	Sandra Kowalski	Lance Miller
Desiree Hagen			

**A quorum is present to conduct business. *President Hadley* motion to excuse Member Armstrong, seconded by Member Loon; motion passed unanimously.**

**APPROVAL OF AGENDA**

Agenda presented for approval for August 22, 2023. Request to add Resolution 23-48 and AML discussion under other business. Member Magdanz requested update on transporters for this Fall under other business.

**Member Lincoln Carr motioned to approve as amended; Member Loon seconded; passed unanimously by roll call vote.**

**APPROVAL OF PREVIOUS MEETING MINUTES**

July 25, 2023, regular meeting minutes presented for approval.

**Member Lincoln Carr motion to approve, seconded by Member Magdanz; passed unanimously by roll call vote.**

## COMMUNICATION AND APPEARANCE

*Ambler Access Project Update, Jeff San Juan provided an update through teleconference. Provided a quick update of recent activities; two things related to the project. First, fuel season which is currently undertaking and secondly BLM supplemental environmental impact statement.*

*Thankful for NANA and Borough for hosting them this past June, the subsistence advisory committee along with work force development members were able to visit Red Dog.*

Member Sampson mentioned to Mr. San Juan that once BLM has gone through process of analysis it would be beneficial for all organizations for Triology and AIDEA to give a report of studies done; critical to be in person not by telephone. He suggests Mr. San Juan to keep in touch with Mayor's office and President of Assembly to set up a meeting to discuss BLM findings.

Member Magdanz thank you for update. First, private access; looking for update, told many years that this will be private industrial access only road. Still waiting to see legal proposal is, not the permit; what is update on work advancing making us confident of staying a private road. And stay private as long as the Region wants.

Member Magdanz mentioned glad working with NANA. The Ambler Access Project doesn't connect to villages; Ambler is probably 40-50 miles away. Where are discussions at for the other two villages to get connected. How will it happen? Public DOT Road to Ambler? Is that something AIDEA would do?

Member Sampson mentioned regarding any road systems in the Region that we are looking at other than; any other additional road system is worked through Department of Transportation State of Alaska.

Took a short break due to technical difficulties.

Assembly Member Sampson stated about the EIS, Mayor, Legal and President Hadley to review what the report looks like; staff and legal counsel come together so Assembly can review.

Member Loon raised concern of ten-day comment period, for us to comment usually Planning Department assist and comment together. Assembly Sampson expressing the importance of coming from this body.

*Member Cleveland asked if there was a report regarding the three folks that went up to Bornite to check out the possible cultural siting. Assembly Member Sampson*

stated that any historical cultural sites on any selected lands are federally protected. He thanked Mr. San Juan for report and hope to meet soon in person, work with President Hadley, Mayor Moto and Legal to when for discussions on EIS; although one step further, critical to get major organizations NANA, Borough and Maniilaq to discuss issues. Be clear what our positions are.

**NANA Resource Update, Lance Miller** and Liz Cravalho provided updates on Red Dog Mine life extension, Upper Kobuk, and Ambler Access.

Assembly Member Sampson reminded all that this meeting is on KOTZ Radio and requested a copy of the presentation for the Assembly.

Member Loon thank you for the report on the projects, will you be giving reports during informal meetings; will it be addressed. Member Lincoln Carr thank you for report, grateful on KOTZ; important to get information out. Reminder that Red Dog monies went statewide; hope people are familiar with how the monies were spent.

*President Hadley thank you for presentation, he suggests a study of how many shareholders moved out after hired at Red Dog; his children moved due to overcrowding. The villages are overcrowded today, adults living with their parents.*

Assembly Member Lincoln Carr shared a comment from a lifetime resident of Kotzebue through text; just an idea to think about future; tax to help our people's kids. Need a mining tax for capital gain for our people; they are sure over the next couple years it will be challenge for Borough and next Mayor.

Legal Mead confirmed with NANA if Paalaaq and adjacent deposits aren't enough of stand alone without underground state claims. Assembly Member Sampson thank you for presentation, good to get a perspective regarding what Red Dog has done for us and continue to do for a short period of time. Three communities on the left side of the map; Ambler, Shungnak and Kobuk. To the north, dark blue which is State lands with potential resources within that area. Outside that is light blue, state property. If you go East, Bettles and Allakaket a lot of State land as well; quick perspective regarding what this Borough has reeked from Red Dog since PILT agreement; Borough has received up to date \$260M from there.

What have we used? It's the responsibility of the State of Alaska to deal with infrastructure for schools because of the fact the State wasn't renewing some of the schools. Borough went through bonding process to constructing new schools, which has been ten new ones just from source of Red Dog, we've been blessed. The 7 (i) that was brought to the table; only keep 30 and 70 goes to other regions. We also receive from other regions. Our children are dependent on our leadership

of this region and the grandchildren be dependent of our children.

Member Sampson provided history of Red Dog Mine. It wasn't NANA that wanted to develop what we have in this Region; it was the shareholders that wanted it. Remember this governance represents everybody of the region not just shareholders. They pay the taxes for the residence of this region; what are we going to do, our people don't have monies to pay property taxes. Appreciate the presentation by San Juan and NANA.

*President Hadley mentioned the recent budget retreat, 2027 the monies will go down; along with VIF. Keeping up with the lobbyist on what State is doing. Currently, we are supporting the EIS process, public is welcome to voice out your opinion.*

Break observed, reconvened at 10:55 A.M.

#### **BOARDS, COMMISSIONS & COMMITTEES**

The Budget, Audit and Finance Chair Lincoln Carr provided a summary of the meeting held the previous day. Thank you, all Assembly member, for attending.

*Finance Treasurer Sturm provided a summary of financials ending July 31, 2023. If the listening audience have questions, she encouraged you to call in prior to regular meeting.*

Member Lincoln Carr shared comment to Mrs. Sturm, appreciate the platform to see everything. Thank you.

*Finance Treasurer Sturm shared what happened at the budget retreat, as it relates to what Lance presented as the Mine prepare for closure in 2031 without the extension.*

#### **PUBLIC HEARING, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES**

Non presented.

#### **ASSEMBLY REPORTS**

Member Lincoln Carr comment to Mayor Moto and Assembly about the retreat; very informative realization meeting for Assembly and Administration to be on the same page. Appreciated the session and coming to that.

Member Magdanz echo about the budget retreat. Good time to make reports after hearing presentations, very likely revenue gap around 2030 before any new project in production. Reality that 2030 possibly half or less than half budget, including using saving account; still look at merging department or cutting. Start making decisions now or force them too later.

*President Hadley mentioned he sits on AML Board as the AML Treasurer, also Mayor Moto sits on the board. Had a meeting recently, taxation is on the table; income tax to the*

*people which would hurt rural communities. Monies from oil aren't there anymore and will affect the permanent fund dividends.*

Member Sampson stated that 2027 is when we will feel the decrease from the PILT agreement; Borough must think of what we are going to do, how are we going to operate this governance. Think about our children of the future, thank you.

Member Lincoln Carr stated by NANA through 7 (i) paid out to \$1.48B to ANCSA corporations to keep many alive and operate; they also must make plans for when these monies dwindle.

Member Loon also attended the budget retreat; FY25-27 through FY30; still have time to come together. Thank you to Teck for supporting community infrastructure.

### **MAYOR'S REPORT**

*Community and Economic Development Director Westlake summarized his report; the next meeting is scheduled for September 1, 2023, in assembly chambers. Thank you for all applications for scholarship, next deadline January 15, 2024, next semester. Congratulations for getting Noatak Solar project going, couple years of hard work; currently producing power.*

*Energy Coordinator Mathiasson summarized his written report.*

Member Lincoln Carr asked since the Noatak Solar Panels have been up, if there has been any vandalism on either that or any other panels throughout the Region. If there have been, are cameras being installed?

*Public Services Director Jones provided a summary of the department activities. Mayor Moto mentioned that we've been the pass thru for Department of Transportation Airport to cut grass and willows around the Region. DOT is scheduled to visit the Kivalina Road, inspect it; they have the knowledge.*

Member Lincoln Carr raised concern of the shelter cabins; on the financials she would like to see if paid full time or per project. Thankful for grants for the cabins.

Public Safety Director Hatch summarized his written report. Completed the strategic plan, thankful for the team working on this the past couple years.

Member Magdanz is glad to hear a template on trail staking; he got comments last year about some village trails that weren't stalked by 440 time. Hopefully all the main trails well staked early in the season this year.

Member Lincoln Carr stated she's grateful for strategic plan, look forward to taking place.

Planning Director Nordlum summarized his written report; RPO's still soliciting for members. Have been working house numbers for the villages, working with McClintock; scheduled a meeting with them next week to follow up. Had a planning meeting last week, a couple resolutions, Shungnak waste heat and right of way and Kivalina playground.

Member Lincoln Carr asked over the few months ago if McClintock comes up, possibly do surveys for residents at a discount rate.

Member Magdanz raised concern of shipping dates for the subsistence and commercial nets; possibly next year move application deadlines earlier or have the nets on hand. Possibly get early July, so they have during season.

Member Loon thank Member Magdanz for bringing that up, she attempted to go Selawik twice to set. A resident let her know that they received a net for different kinds of fish, along another resident got the wrong size too. Reminder to those that order fish nets to be very mindful; talk to the person, how many mesh size do you want. Thank you.

Member Lincoln Carr asked about the grant program, believe it was for subsistence but what she hears is use for commercial fishing? Request clarification and on the website.

Mayor Moto mentioned he traveled to a few villages with Senator Sullivan; Kiana, Shungnak and Kobuk which have the same needs, public safety is always number one or two. He mentioned the villages support the Ambler Access Road. Also, went to Husila, Hughs and Allakaket; hard to see when traveling there with Senator Sullivan. They don't have NANA or Borough; they work on their needs which support the Ambler Access Road.

*President Hadley asked Mayor Moto about the village that was part of the litigation pulled out against the Ambler Road.*

Member Sampson thank Public Safety Director Hatch for his report and hopefully the strategic plan will be used as a model for the other departments.

#### **TIME & PLACE OF NEXT MEETING**

Member Lincoln Carr requests to delay this further down the agenda under other business regarding the AML infrastructure and tax conference.

#### **INTRODUCTION OF ORDINANCES**

None presented.

#### **RESOLUTIONS**

1. **Resolution 23-46** a resolution of the Northwest Arctic Borough Assembly approving an Assembly donation under the FY24 budget for the Chukchi Consortium Library.

Mayor Moto summarized, recommend do pass. Legal Mead stated that Mrs. Sturm learned that \$50,000.00 was approved in FY23 although no donation request to follow wasn't paid out.

**Member Loon requested to make a friendly amendment to change amount from \$25,000.00 to \$50,000.00, seconded by Member Lincoln Carr. Motion passed by majority with Member Sampson voting no.**

Member Lincoln Carr informed the listening audience that they had though discussion



yesterday, no conflict of interest from Hannah and Reid which was clarified through the attorney.

Member Sampson justified his no vote; remind you we have ten other villages as well, if they come in with request we will treat equally.

Member Magdanz requested point of order, can the Deputy Clerk Schaeffer read results. To amend to \$50,000.00 right.

**Member Magdanz motion to approve Resolution 23-46, seconded by Member Lincoln Carr; motion passed by majority with Member Sampson no vote, roll call which include amendment.**

2. **Resolution 23-47** *a resolution of the Northwest Arctic Borough Assembly to approve the FY2024-2029 Public Safety Department Strategic Plan, and for related purposes.*

**Member Loon motion to approve Resolution 23-47, seconded by Member Lincoln Carr; motion passed unanimously by roll call vote.**

3. **Resolution 23-48** *a resolution of the Northwest Arctic Borough Assembly approving a lease agreement with the City of Kivalina for a community playground and basketball court, and related purposes.*

Member Lincoln Carr raised concern of length of it and should the village move to a new site, requested clarification.

**Member Swan motion to approve Resolution 23-48, seconded by Member Magdanz; motion passed unanimously by roll call vote.**

### **OTHER BUSINESS**

Alaska Municipal League Symposium scheduled for fourth week for September, conflicts with next Assembly meeting; recommend move to 18-19<sup>th</sup> for September meeting.

Assembly Member Sampson expressed the importance of seeking revenue sources.

**Member Lincoln Carr motion to change the September meeting to September 18-19, 2023, as recommended by Mayor Moto, seconded by Member Magdanz; motion passed unanimously by roll call vote.**

Update on transporters; have heard there are concerns about transport operations. Look like hunters are hanging out at Fish and Wildlife and Coast Guard hangers. Asking Administration to provide an update on what they are doing, what land are they taxing into. Member Lincoln Carr stated that the hunters haven't been welcome although pay a lot of monies to come up this way, best is to work with them. Would like the community to see them receptive; see if someone can work with them.

Member Sampson mentioned he knew of two guides that would give out their meat. *Member Barr stated that there is no lodging when residents need to come in to go to hospital due to the large number of hunters at the hotel.*

Member Magdanz requested clarification to Planning Director Nordlum that the hunters out of Borough to North Slope side; Noatak preserve is closed, correct? going past Noatak

preserves? On other side? Member Lincoln Carr stated that anyone can call in with a tail number; thank you. Member Sampson raised concern about what is happening to the meat.

*President Hadley informed the listening audience about North Slope and Northwest Arctic Borough has been involved with meeting regarding Unit 23; North Slope has a resolution regarding caribou migration, and he would like this Borough to pass one like that. He encourages Tribal Governments to participate during public comments.*

### **EXECUTIVE SESSION**

No executive session was held.

### **AUDIENCE COMMENTS**

Ruth Iten thanks the Assembly for work you do in the Region, thankful to sit through the meeting; understand how difficult it may be and appreciate it. Here for the No Ambler Road group update, same as Ambler Access; like back in February. Provided a copy of petition, which is online too.

Member Lincoln Carr appreciates Mrs. Iten for sitting in, thankful you sat through although had discussions yesterday. Of the 463 residents, are all in the region? What roads such as Dalton have bridges over spawning areas, do you have any idea how they've been affected since built.

Member Sampson asked if there is an organization structure that is in place; show who sits to represent this organization. About the membership, people outside the organization like to challenge statements made. Publicly people will challenge. Subsistence is way of life, we have people that deal with different issues; migration areas, what is the organization doing to address the critical issue with subsistence. Look how many hunters are up on North side of the ranges, migration is an issue.

Member Lincoln Carr stated a couple members requested Mrs. Iten's document. *President Hadley thank Mrs. Iten for update, how does Borough handle a petition moving forward. What is the process for this?* Member Loon thank you for coming forward, asking Legal if she can submit her report to AIDEA during the comment period.

Member Sampson let Mrs. Iten know if she would like to comment in the future to present something, give the President a call or in writing.

### **ASSEMBLY COMMENTS**

*Member Swan thank you for all the presentations, we have a huge responsibility for our people. We need to prepare, keep working on that. Thank you.*

*Member Cleveland mentioned good meetings although phone/zoom issues. About the Ambler Road, he believes the Assembly needs to step up along with NWALT. He suggests a committee on this body to focus on the road, be part of the discussions.*

*Member Ballot mentioned good meetings, a lot of information, thankful for presentations. Hope people understand we have responsibilities, we do things to improve our living*



*conditions; we are elected to do so. Good luck to college students going back to school. Condolences to those that lost loved ones, prayers, and thoughts with you. Everyone be safe as it's gathering time, put food away for the winter. Thank you.*

*Member Barr good meeting, appreciate all presentations, so much information and so many challenges. Not one right answer, we try our best to make decisions. Best of luck to all students, first day back in school. Be safe as you gather food for the winter.*

Member Magdanz echo those comments, appreciate presenters. Had a dialogue yesterday too regarding Ambler Access; like Member Swan said we have our best interest for our people. He encourages residents to let them know your opinion. Good discussion and meeting; some serious stuff ahead of us. Find a path forward. Thank you.

Member Loon mentioned good meetings, discussions on Ambler Mining Road and update from NANA. Call in during audience comments. Thank you. Condolences to those that lost loved ones. Good to see children getting ready for school. Have a safe Fall.

*Member Shroyer Beaver thank you for meetings. Appreciate hearing from Ruth and the group, also if anyone wants to speak to Assembly. Always welcome to make comments, pros, and cons. Welcome back teachers and staff at school; let's do what we can to support our teachers and get kids to school. Have a good school year. Thank you.*

Member Lincoln Carr relayed President Hadley's request to Clerk Schaeffer to provide an overview of closing of election filing. Condolences to those that lost loved ones. Congratulate teachers hired, back and welcome to new ones. Thank presentations by Ambler Access, NANA which are beneficial for all; issue to be thoroughly researched. Appreciate Mrs. Iten's presentation, that is why she asks questions on the roads.

She reminded all that thru Teck; Cominco paid out \$1.48B to State of Alaska, Alaska Native Corporations from this mine. We need to do our homework on Ambler Access along with other entities, support each other and work together. Thank City of Kotzebue, yes sad to have musk ox in town and had to be put down. Regarding Public Safety and VPSO Program, yes, we failed from State of Alaska, and we as Borough failed to provide safety to village residents. We need to work together.

Deputy Clerk Schaeffer provided a summary of candidates for the October election.

*President Hadley thanks Member Sampson and Lincoln Carr for running the meeting. He mentioned he asked AML to continue to support the VPSO Program. Thank Mrs. Iten for coming forward on audience comments, if you'd like to present in future meetings, you can contact Borough by 15<sup>th</sup> of each month. Hard decisions are coming up, we as the Assembly want to represent all constituents. Sometimes research takes time. Thank Mayor for traveling with Senator Sullivan. Thank you to clerks for information received.*

Member Sampson thank you for good meeting; we all respect each other's viewpoints which can lead to good discussions. Thank the Mayor and staff for the good meeting. Thank you to Public Safety Director Hatch for the strategic plan, know you will make a headway. Issue regards the EIS that BLM has finalized, more likely it'll come soon so

Mayor can work with Legal. When and comment on final EIS, give directions on where we go from there to address the critical issue for the Upper Kobuk area. We heard from Red Dog, moving down over time; based on consultant we met, 2027 is when start seeing cut on PILT agreement. Eleven villages we represent in this area work with the villages in critical need. State revenue resources not continuing, means that government that represent we need to find help. Asking President, Mayor and Legal to have dialogue regarding a multi-discussion with Maniilaq, NANA and Borough together to address Ambler Mining area. Fall time is here, people boating and hunting; let someone know your plans. Look out after each other, part of culture shares your gather and shall reinforce. Thank you for the good meeting.

#### **MAYORS COMMENTS**

Mayor Moto mentioned good meetings and good discussions. Will follow through on notes, ready to go back to work.

#### **ADJOURNMENT**

Member Loon motion to adjourn, seconded by Member Lincoln Carr at 1:20 P.M.

DRAFT

Northwest Arctic Borough  
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August 31, 2023

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General Fund Rev/Exp-Caselle Report (pgs 1-9)	Caselle
VIF Revenue and Expenditures-Caselle Report (pgs 10-12)	Caselle

Northwest Arctic Borough

**Balance Sheet**

August 31, 2023

	General Fund	Contingency Reserve	Sustainability	TOTAL	VIF
General Fund & VIF Balance Sheets					
PILT Receivables	7,500,000	-	-	7,500,000	4,000,000
Tobacco Receivable	-	-	-	-	-
Interest Receivable	58,562	13,494	3,828	75,884	17,839
Cash and Investments	42,138,636	-	-	42,138,636	40,599,440
Contingency Reserve	-	9,263,924	-	9,263,924	-
Sustainability Investment	-	-	49,304,622	49,304,622	-
Due from other funds	1,103,088	722,582	-	1,825,670	-
Prepaid Expenses	-	-	-	-	-
Total Assets	<u>50,800,286</u>	<u>10,000,000</u>	<u>49,308,450</u>	<u>110,108,736</u>	<u>44,617,279</u>
Liabilities					
Accounts Payable	-	-	-	-	-
Payroll related liabilities	283,433	-	-	283,433	-
Due to other funds	5,664,532	-	-	5,664,532	-
Total Liabilities	<u>5,947,965</u>	<u>-</u>	<u>-</u>	<u>5,947,965</u>	<u>-</u>
Fund Balance					
Nonspendable	-	-	-	-	-
Financial Contingency Reserve	-	10,000,000	-	10,000,000	-
Sustainability Investment	-	-	-	-	31,717,771
Assigned to Public Services	-	-	49,308,450	49,308,450	-
Undesignated/Unreserved	44,852,321	-	-	44,852,321	12,899,508
Total Fund Balance	<u>44,852,321</u>	<u>10,000,000</u>	<u>49,308,450</u>	<u>104,160,771</u>	<u>44,617,279</u>
Total Liabilities and Fund Balance	<u>50,800,286</u>	<u>10,000,000</u>	<u>49,308,450</u>	<u>110,108,736</u>	<u>44,617,279</u>
	-	-	-	-	-

Northwest Arctic Borough  
**General Fund Revenue and Expenditure Totals**  
August 31, 2023

Revenue (alphabetical order)	Actual	Budget	% Remaining
Community Revenue Sharing	-	335,415	100%
Federal PILT Revenue	-	1,100,062	100%
Indirect Cost Recovery	-	80,000	100%
Investment Earnings Available For Ops	-	300,000	100%
Land Permit Revenue	-	14,000	100%
Miscellaneous Revenue	-	365,000	100%
NWABSD Land Lease	-	4,263,906	100%
PILT Revenue	7,500,000	26,825,440	72%
Tobacco & Marijuana Excise Tax	-	600,000	100%
<b>TOTAL Revenue</b>	<b>7,500,000</b>	<b>33,883,823</b>	<b>22%</b>
Expenditures (alphabetical order)			
Administration & Finance	119,336	1,098,273.00	89%
Assembly	99,550	2,157,087.00	95%
Community & Economic Dev. Commission	891	25,669.00	97%
Community & Economic Development	267,184	4,035,648.00	93%
Local Education Contribution	-	6,540,579.00	100%
Mayor's Office	133,344	1,802,414.00	93%
Planning & Community	65,859	909,047.00	93%
Planning Commission	2,161	36,803.00	94%
Public Safety Dept	110,201	1,416,309.00	92%
Public Safety Commission	8,441	25,592.00	67%
Public Services	162,667	1,570,178.00	90%
Transfer out - Bond Debt Service	-	1,882,950.00	100%
Transfer out - Investment Contribution	-	8,047,632.00	100%
Legal Reserve	-	1,500,000.00	N/A
Transfer out - Sulianich	-	26,500.00	100%
Water and Sewer Subsidy	33,746	2,450,000.00	99%
<b>TOTAL Expenditures</b>	<b>1,003,380</b>	<b>33,524,681.00</b>	<b>97%</b>
<b>Revenues less Expenditures</b>	<b>6,496,620</b>		

Northwest Arctic Borough  
**Village Improvement Fund Revenue and Expenditure Totals**  
August 31, 2023

Revenue	Actual	Budget	% Remaining
Revenue	4,000,000	4,000,000.00	0%
Investment Earnings Avail for Operations	-	100,000.00	100%
Investment Earnings/(Loss) Restricted*	-	-	
<b>TOTAL Revenue</b>	<b>4,000,000</b>	<b>4,100,000.00</b>	<b>2%</b>

*\*Note the Investment Earnings Restricted are not available for operations. They are reinvested as part of the Sustainability Goals.*

Expenditures (alphabetical order)

Admin-Salaries and Benefits	34,416	229,940.00	85%
Admin-Travel	15,658	88,500.00	82%
Admin-Meeting Costs	12,500	40,000.00	69%
Admin-Supplies & Fees	210	27,500.00	99%
Admin-Consultants & Legal	4,429	67,000.00	93%

Ambler	-
Buckland	-
Deering	-
Kiana	-
Kivalina	-
Kobuk	-
Kotzebue	-
Noatak	-
Noorvik	-
Selawik	-
Shungnak	-

The budgets for project spending are tracked on a multi-year basis. Comparing budgets in this single year financial will not work.

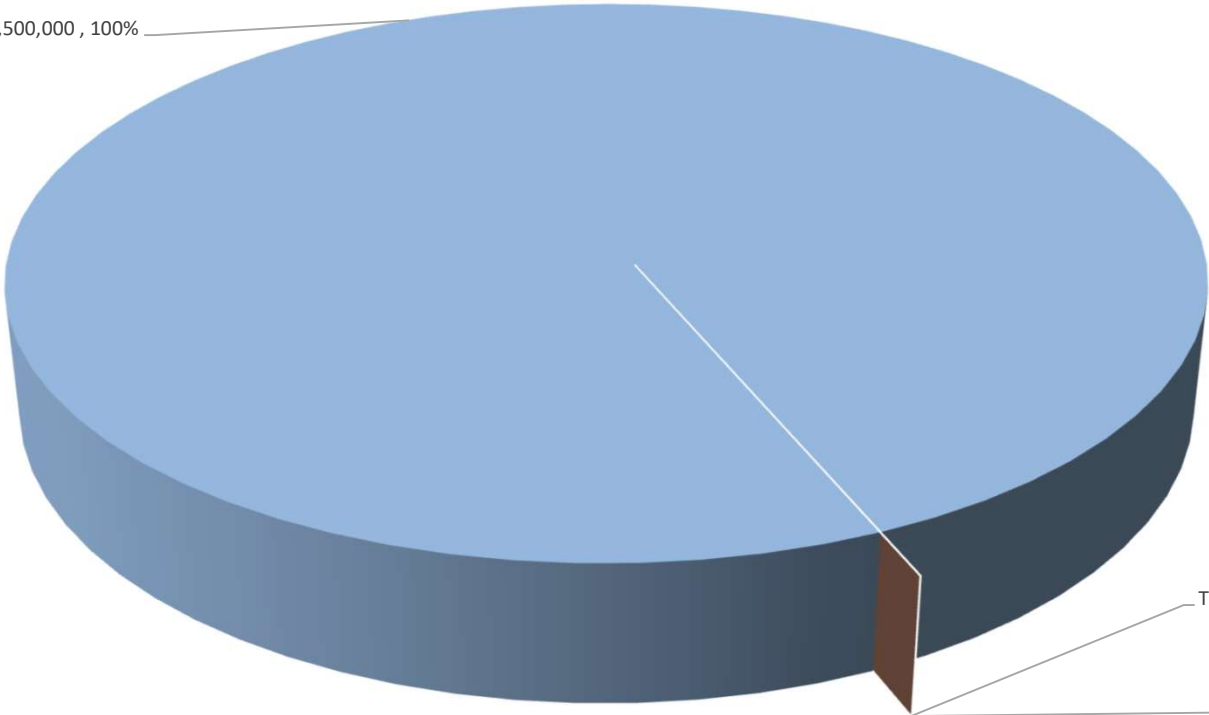
Total Operational Expenditures	67,213	452,940	85%
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**TOTAL Expenditures** **67,213**

<b>Revenues less Expenditures</b>	<b>3,932,787</b>
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Northwest Arctic Borough  
General Fund Year-to-date Revenues  
August 31, 2023

PILT Revenue, \$7,500,000 , 100%



Tobacco & Marijuana Excise Tax, \$- , 0%

Community Revenue Sharing, \$- , 0%

Indirect Cost Recovery, \$- , 0%

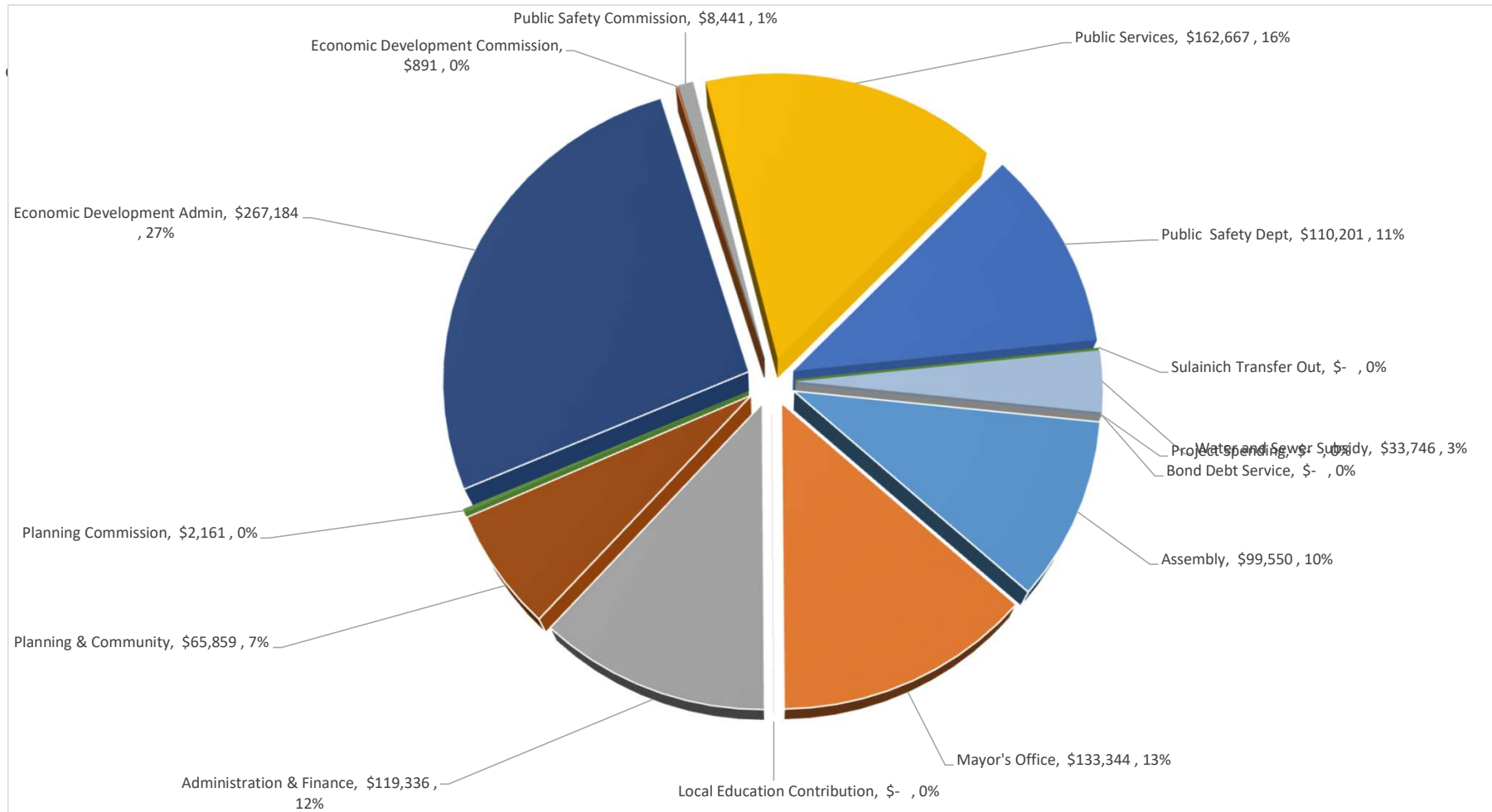
Investment Earnings Available For Ops, \$- , 0%

Land Permit Revenue, \$- , 0%

Miscellaneous Revenue, \$- , 0%

NWABSD Land Lease, \$- , 0%

**Northwest Arctic Borough  
General Fund Year-to-date Expenditures  
August 31, 2023**





Northwest Arctic Borough  
Cash and Investment Report  
August 31, 2023

Institution	General Fund Accounts	Face Value of Investment	% of Total
Wells Fargo	Main GF Checking	\$ 8,532,384	20%
Wells Fargo	Checking-Sulianich	\$ 1,410,987	3%
Wells Fargo	Money Market Trust for GO Bonds	\$ 6,411,762	15%
AMLIP	AMLIP	\$ 25,774,733	61%
AMLIP	NAB CARES	\$ 553	0%
Merrill Lynch	Investment in Teck Stock	\$ 8,217	0%
<b>Total General Fund Operating Accounts</b>		<b>\$ 42,138,636</b>	<b>100%</b>

Institution	GF Contingency Reserve Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 2,531,477	27%	
APCM	Fixed Income	\$ 6,249,692	67%	
APCM	Cash and Cash Equivalents	\$ 482,755	5%	
<b>Total GF Contingency Reserve Portfolio</b>		<b>\$ 9,263,924</b>	<b>100%</b>	<b>\$ 193,034</b>

Institution	Sustainability Fund Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 19,784,748	40%	
APCM	Fixed Income	\$ 28,099,120	57%	
APCM	Cash and Cash Equivalents	\$ 1,420,754	3%	
<b>Total GF Sustainability Portfolio</b>		<b>\$ 49,304,622</b>	<b>100%</b>	<b>\$ 938,019</b>

Institution	VIF Accounts	Face Value of Investment	% of Total
Wells Fargo	VIF Checking	\$ 1,632,383	18%
AMLIP	VIF AMLIP	\$ 7,249,287	82%
<b>Total VIF Operating Accounts</b>		<b>\$ 8,881,670</b>	<b>100%</b>

Institution	VIF Sustainability Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 12,727,485	40%	
APCM	Fixed Income	\$ 18,076,377	57%	
APCM	Cash and Cash Equivalents	\$ 913,909	3%	
<b>Total VIF Sustainability Portfolio</b>		<b>\$ 31,717,771</b>	<b>100%</b>	<b>\$ 1,388,344</b>

**Total Borough Cash and Investments**

**\$ 141,306,623**

NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
01-00-4000-00 PILT REVENUE	.00	.00	25,000,000.00	25,000,000.00	.0
01-00-4010-00 FEDERAL PILT REVENUE	.00	.00	1,100,062.00	1,100,062.00	.0
01-00-4020-00 NWABSD LAND LEASE	.00	.00	4,263,906.00	4,263,906.00	.0
01-00-4050-00 TOBACCO EXCISE TAX REVENUE	.00	.00	540,000.00	540,000.00	.0
01-00-4075-00 MARIJUANA EXCISE TAX REVENUE	.00	.00	60,000.00	60,000.00	.0
01-00-4099-00 MISCELLANEOUS REVENUE	.00	.00	75,000.00	75,000.00	.0
01-00-4220-00 SOA COMMUNITY ASSIST PROGRAM	.00	.00	335,415.00	335,415.00	.0
01-00-4400-00 INDIRECT COST RECO PROGRAM	.00	.00	80,000.00	80,000.00	.0
01-00-4550-00 INVESTMENT INC. AVAIL. FOR OPS	.00	.00	300,000.00	300,000.00	.0
01-00-4600-00 LAND PERMIT REVE PROGRAM	.00	.00	14,000.00	14,000.00	.0
TOTAL REVENUE	.00	.00	31,768,383.00	31,768,383.00	.0
TOTAL FUND REVENUE	.00	.00	31,768,383.00	31,768,383.00	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER APPROPRIATIONS</u>					
01-00-9001-00 TRANS OUT-SULIANICH	.00	.00	28,500.00	28,500.00	.0
01-00-9002-00 TRANS OUT-INVEST/SUSTAIN	.00	.00	7,500,000.00	7,500,000.00	.0
01-00-9003-00 TRANS OUT-BOND DEBT	.00	.00	1,649,513.00	1,649,513.00	.0
01-00-9004-00 TRANSFER OUT - LOCAL ED	.00	.00	6,645,111.00	6,645,111.00	.0
01-00-9007-00 WATER & SEWER SUBSIDY	.00	.00	2,450,000.00	2,450,000.00	.0
TOTAL OTHER APPROPRIATIONS	.00	.00	18,273,124.00	18,273,124.00	.0

ASSEMBLY

01-01-6000-00 SALARIES	15,945.84	36,092.47	192,461.00	156,368.53	18.8
01-01-6010-00 WAGES, TEMPORARY	.00	.00	20,000.00	20,000.00	.0
01-01-6110-00 FICA	926.05	3,171.51	25,741.00	22,569.49	12.3
01-01-6111-00 SOA ESC	.00	89.84	5,305.00	5,215.16	1.7
01-01-6115-00 MEDICAL	.00	.00	316,267.00	316,267.00	.0
01-01-6120-00 WORKER'S COMP	57.03	136.98	.00	( 136.98)	.0
01-01-6125-00 PERS	3,816.09	9,172.35	58,313.00	49,140.65	15.7
01-01-6210-00 AIR TRANSPORTATION	2,459.00	2,459.00	110,000.00	107,541.00	2.2
01-01-6220-00 GROUND TRANSPORTATION	1,895.95	1,895.95	18,000.00	16,104.05	10.5
01-01-6230-00 LODGING	1,725.48	1,725.48	95,000.00	93,274.52	1.8
01-01-6240-00 MEETING FEES	9,100.00	34,650.00	250,000.00	215,350.00	13.9
01-01-6250-00 PER DIEM	1,584.00	8,613.00	65,000.00	56,387.00	13.3
01-01-6320-00 PRINTING & PUBLICATIONS	.00	.00	33,000.00	33,000.00	.0
01-01-6370-00 DUES & SUBSCRIPTIONS	1,030.00	1,130.00	35,000.00	33,870.00	3.2
01-01-6399-00 MISCELLANEOUS	.00	273.49	17,000.00	16,726.51	1.6
01-01-6400-00 CONSULTANTS	.00	.00	15,000.00	15,000.00	.0
01-01-6450-00 LEGAL	.00	.00	50,000.00	50,000.00	.0
01-01-6820-00 ASSEMBLY RETREAT	.00	.00	40,000.00	40,000.00	.0
01-01-7000-00 REVENUE SHARING GRANTS	.00	.00	335,415.00	335,415.00	.0
01-01-7050-00 CHARITABLE DONATIONS	.00	.00	450,000.00	450,000.00	.0
01-01-7200-00 ELECTION EXPENSE	120.00	140.00	24,000.00	23,860.00	.6
TOTAL ASSEMBLY	38,659.44	99,550.07	2,155,502.00	2,055,951.93	4.6

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MAYOR'S OFFICE</u>					
01-02-6000-00	SALARIES	21,695.20	54,401.07	377,601.00	323,199.93	14.4
01-02-6110-00	FICA	453.58	1,073.76	5,785.00	4,711.24	18.6
01-02-6111-00	SOA ESC	39.14	219.06	6,243.00	6,023.94	3.5
01-02-6115-00	MEDICAL	.00	.00	97,313.00	97,313.00	.0
01-02-6120-00	WORKER'S COMP	167.04	418.87	.00	( 418.87)	.0
01-02-6125-00	PERS	4,275.20	10,948.01	81,972.00	71,023.99	13.4
01-02-6210-00	AIR TRANSPORTATION	1,178.00	4,178.00	28,000.00	23,822.00	14.9
01-02-6220-00	GROUND TRANSPORTATION	1,676.84	1,676.84	9,000.00	7,323.16	18.6
01-02-6230-00	LODGING	1,787.52	1,787.52	20,000.00	18,212.48	8.9
01-02-6250-00	PER DIEM	1,782.00	3,465.00	13,000.00	9,535.00	26.7
01-02-6300-00	SUPPLIES	.00	1,563.40	22,000.00	20,436.60	7.1
01-02-6370-00	DUES & SUBSCRIPTIONS	75.00	325.00	8,000.00	7,675.00	4.1
01-02-6380-00	TRAINING	.00	.00	8,000.00	8,000.00	.0
01-02-6399-00	MISCELLANEOUS	403.20	403.20	20,000.00	19,596.80	2.0
01-02-6400-00	CONSULTANTS	6,666.66	6,666.66	180,500.00	173,833.34	3.7
01-02-6450-00	LEGAL	15,016.20	15,016.20	235,000.00	219,983.80	6.4
01-02-6825-00	NW LEADERSHIP TEAM	.00	.00	20,000.00	20,000.00	.0
01-02-6830-00	ARCTIC ISSUES	.00	.00	20,000.00	20,000.00	.0
01-02-7050-00	CHARITABLE DONATIONS	9,204.08	22,539.96	140,000.00	117,460.04	16.1
01-02-7600-00	EMERGENCY DISASTER RELIEF	.00	.00	200,000.00	200,000.00	.0
01-02-7600-01	ABL EMERGENCY DISASTER RELIEF	.00	8,661.60	.00	( 8,661.60)	.0
	<b>TOTAL MAYOR'S OFFICE</b>	<b>64,419.66</b>	<b>133,344.15</b>	<b>1,492,414.00</b>	<b>1,359,069.85</b>	<b>8.9</b>
	<u>ADMINISTRATION &amp; FINANCE</u>					
01-03-6000-00	SALARIES	26,367.62	70,225.40	338,873.00	268,647.60	20.7
01-03-6110-00	FICA	499.69	1,458.52	7,914.00	6,455.48	18.4
01-03-6111-00	SOA ESC	56.29	274.22	4,539.00	4,264.78	6.0
01-03-6115-00	MEDICAL	.00	.00	72,985.00	72,985.00	.0
01-03-6125-00	PERS	5,375.19	13,868.91	74,552.00	60,683.09	18.6
01-03-6210-00	AIR TRANSPORTATION	567.00	2,077.00	12,000.00	9,923.00	17.3
01-03-6220-00	GROUND TRANSPORTATION	206.68	206.68	2,500.00	2,293.32	8.3
01-03-6230-00	LODGING	75.00	225.00	14,000.00	13,775.00	1.6
01-03-6250-00	PER DIEM	.00	1,782.00	8,910.00	7,128.00	20.0
01-03-6300-00	SUPPLIES	48.74	48.74	28,000.00	27,951.26	.2
01-03-6310-00	POSTAGE AND FREIGHT	161.11	161.11	15,000.00	14,838.89	1.1
01-03-6320-00	PRINTING & PUBLICATIONS	55.02	55.02	30,000.00	29,944.98	.2
01-03-6330-00	UTILITIES	3,344.10	3,344.10	100,000.00	96,655.90	3.3
01-03-6340-00	TELEPHONE	2,608.44	3,806.55	44,000.00	40,193.45	8.7
01-03-6365-00	GAS & OIL EXPENSE	940.01	940.01	28,000.00	27,059.99	3.4
01-03-6370-00	DUES & SUBSCRIPTIONS	1,299.00	1,299.00	5,000.00	3,701.00	26.0
01-03-6380-00	TRAINING	.00	.00	5,000.00	5,000.00	.0
01-03-6390-00	JANITORIAL EXPENDITURE	3,484.18	3,484.18	30,000.00	26,515.82	11.6
01-03-6460-00	CONSULTANTS, ACCOUNTING/AUDIT	10,111.55	10,111.55	200,000.00	189,888.45	5.1
01-03-6600-00	INSURANCE	305.61	5,967.79	150,000.00	144,032.21	4.0
	<b>TOTAL ADMINISTRATION &amp; FINANCE</b>	<b>55,505.23</b>	<b>119,335.78</b>	<b>1,171,273.00</b>	<b>1,051,937.22</b>	<b>10.2</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING &amp; COMMUNITY</u>					
01-05-6000-00 SALARIES	15,739.68	39,781.97	309,486.00	269,704.03	12.9
01-05-6110-00 FICA	226.91	574.21	4,922.00	4,347.79	11.7
01-05-6111-00 SOA ESC	.00	.00	4,807.00	4,807.00	.0
01-05-6115-00 MEDICAL	.00	.00	72,985.00	72,985.00	.0
01-05-6120-00 WORKER'S COMP	72.44	186.83	.00	( 186.83)	.0
01-05-6125-00 PERS	3,462.73	8,752.03	66,547.00	57,794.97	13.2
01-05-6210-00 AIR TRANSPORTATION	.00	.00	13,200.00	13,200.00	.0
01-05-6220-00 GROUND TRANSPORTATION	.00	.00	3,600.00	3,600.00	.0
01-05-6230-00 LODGING	.00	.00	10,000.00	10,000.00	.0
01-05-6250-00 PER DIEM	.00	396.00	10,500.00	10,104.00	3.8
01-05-6300-00 SUPPLIES	.00	.00	10,000.00	10,000.00	.0
01-05-6370-00 DUES & SUBSCRIPTIONS	.00	.00	3,000.00	3,000.00	.0
01-05-6400-00 CONSULTANTS	16,167.58	16,167.58	250,000.00	233,832.42	6.5
01-05-7120-00 PLANNING GRANTS	.00	.00	75,000.00	75,000.00	.0
01-05-7400-00 TITLE 9 MONITORING	.00	.00	75,000.00	75,000.00	.0
TOTAL PLANNING & COMMUNITY	35,669.34	65,858.62	909,047.00	843,188.38	7.2
<u>PLANNING COMMISSION</u>					
01-06-6110-00 FICA	114.78	114.78	1,163.00	1,048.22	9.9
01-06-6210-00 AIR TRANSPORTATION	.00	.00	10,200.00	10,200.00	.0
01-06-6230-00 LODGING	.00	.00	9,000.00	9,000.00	.0
01-06-6240-00 MEETING FEES	1,500.00	1,500.00	8,500.00	7,000.00	17.7
01-06-6250-00 PER DIEM	396.00	396.00	5,940.00	5,544.00	6.7
01-06-6300-00 SUPPLIES	150.00	150.00	2,000.00	1,850.00	7.5
TOTAL PLANNING COMMISSION	2,160.78	2,160.78	36,803.00	34,642.22	5.9

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY &amp; ECONOMIC DEVELOPME</u>						
01-07-6000-00	SALARIES	29,999.39	73,625.51	557,959.00	484,333.49	13.2
01-07-6110-00	FICA	504.49	1,135.16	8,524.00	7,388.84	13.3
01-07-6111-00	SOA ESC	19.90	19.90	9,345.00	9,325.10	.2
01-07-6115-00	MEDICAL	.00	.00	128,859.00	128,859.00	.0
01-07-6120-00	WORKER'S COMP	8.86	8.86	.00	( 8.86)	.0
01-07-6125-00	PERS	6,346.87	15,944.63	121,211.00	105,266.37	13.2
01-07-6210-00	AIR TRANSPORTATION	2,080.00	2,080.00	23,000.00	20,920.00	9.0
01-07-6220-00	GROUND TRANSPORTATION	401.20	401.20	5,000.00	4,598.80	8.0
01-07-6230-00	LODGING	.00	.00	20,000.00	20,000.00	.0
01-07-6250-00	PER DIEM	495.00	990.00	13,000.00	12,010.00	7.6
01-07-6300-00	SUPPLIES	1,843.29	1,843.29	8,000.00	6,156.71	23.0
01-07-6320-00	PRINTING & PUBLICATIONS	.00	.00	3,000.00	3,000.00	.0
01-07-6370-00	DUES & SUBSCRIPTIONS	.00	.00	5,000.00	5,000.00	.0
01-07-6380-00	TRAINING	.00	.00	5,000.00	5,000.00	.0
01-07-6400-00	CONSULTANTS	.00	.00	35,000.00	35,000.00	.0
01-07-7100-00	SCHOLARSHIPS	88,000.00	122,820.00	302,000.00	179,180.00	40.7
01-07-7110-00	SMALL BUSINESS GRANTS	2,456.01	2,456.01	18,000.00	15,543.99	13.6
01-07-7130-00	FISHING GRANTS	45,842.59	45,842.59	90,000.00	44,157.41	50.9
01-07-7135-00	CEDA PROJECTS	17.14	17.14	2,195,000.00	2,194,982.86	.0
TOTAL COMMUNITY & ECONOMIC DEVELOP		178,014.74	267,184.29	3,547,898.00	3,280,713.71	7.5
<u>COMMUNITY &amp; ECONOMIC DEV COMMI</u>						
01-08-6110-00	FICA	.00	.00	669.00	669.00	.0
01-08-6210-00	AIR TRANSPORTATION	.00	.00	6,500.00	6,500.00	.0
01-08-6230-00	LODGING	.00	.00	6,000.00	6,000.00	.0
01-08-6240-00	MEETING FEES	.00	.00	4,000.00	4,000.00	.0
01-08-6250-00	PER DIEM	891.00	891.00	2,500.00	1,609.00	35.6
01-08-6300-00	SUPPLIES	.00	.00	6,000.00	6,000.00	.0
TOTAL COMMUNITY & ECONOMIC DEV COM		891.00	891.00	25,669.00	24,778.00	3.5

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC SERVICES</u>					
01-09-6000-00	SALARIES	28,261.27	78,029.30	469,151.00	391,121.70	16.6
01-09-6110-00	FICA	439.49	1,621.10	18,500.00	16,878.90	8.8
01-09-6111-00	SOA ESC	131.28	460.27	7,564.00	7,103.73	6.1
01-09-6115-00	MEDICAL	.00	.00	97,313.00	97,313.00	.0
01-09-6120-00	WORKER'S COMP	213.77	539.73	.00	( 539.73)	.0
01-09-6125-00	PERS	6,107.48	15,419.65	87,000.00	71,580.35	17.7
01-09-6210-00	AIR TRANSPORTATION	7,718.50	8,496.50	23,000.00	14,503.50	36.9
01-09-6220-00	GROUND TRANSPORTATION	.00	.00	6,000.00	6,000.00	.0
01-09-6230-00	LODGING	249.00	249.00	11,500.00	11,251.00	2.2
01-09-6250-00	PER DIEM	792.00	2,277.00	12,350.00	10,073.00	18.4
01-09-6300-00	SUPPLIES	.00	.00	5,000.00	5,000.00	.0
01-09-6310-00	POSTAGE AND FREIGHT	11,101.80	11,101.80	20,000.00	8,898.20	55.5
01-09-6335-00	NOATAK AIRPORT LEASE - YEARLY	.00	.00	11,000.00	11,000.00	.0
01-09-6345-00	INFORMATION TECHNOLOGY	18,570.49	32,497.98	230,000.00	197,502.02	14.1
01-09-6360-00	PUBLIC SERVICES PROJECTS	11,813.70	11,960.13	550,000.00	538,039.87	2.2
01-09-6370-00	DUES & SUBSCRIPTIONS	.00	.00	8,300.00	8,300.00	.0
01-09-6399-00	MISCELLANEOUS	14.32	14.32	8,000.00	7,985.68	.2
01-09-7501-00	VPSO HOUSE REPAIRS-ABL ONLY	.00	.00	7,000.00	7,000.00	.0
	<b>TOTAL PUBLIC SERVICES</b>	<b>85,413.10</b>	<b>162,666.78</b>	<b>1,571,678.00</b>	<b>1,409,011.22</b>	<b>10.4</b>
	<u>PUBLIC SAFETY COMMISSION</u>					
01-10-6110-00	FICA	.00	420.75	842.00	421.25	50.0
01-10-6210-00	AIR TRANSPORTATION	981.50	981.50	6,228.00	5,246.50	15.8
01-10-6230-00	LODGING	747.00	747.00	3,668.00	2,921.00	20.4
01-10-6240-00	MEETING FEES	.00	5,500.00	8,800.00	3,300.00	62.5
01-10-6250-00	PER DIEM	.00	792.00	4,554.00	3,762.00	17.4
01-10-6300-00	SUPPLIES	.00	.00	1,500.00	1,500.00	.0
	<b>TOTAL PUBLIC SAFETY COMMISSION</b>	<b>1,728.50</b>	<b>8,441.25</b>	<b>25,592.00</b>	<b>17,150.75</b>	<b>33.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-11-6000-00 SALARIES	30,450.66	74,150.52	480,575.00	406,424.48	15.4
01-11-6010-00 WAGES - TEMP TRAIL STAKERS	.00	.00	36,000.00	36,000.00	.0
01-11-6110-00 FICA	437.63	1,067.36	11,500.00	10,432.64	9.3
01-11-6111-00 UNEMPLOYMENT INSURANCE	.00	.00	7,756.00	7,756.00	.0
01-11-6115-00 MEDICAL	.00	.00	97,313.00	97,313.00	.0
01-11-6120-00 WORKERS COMP	234.47	565.92	.00	( 565.92)	.0
01-11-6125-00 PERS	6,699.14	16,169.00	83,165.00	66,996.00	19.4
01-11-6210-00 AIR TRANSPORTATION	1,840.00	1,840.00	32,000.00	30,160.00	5.8
01-11-6220-00 GROUND TRANSPORTATION	738.88	738.88	3,500.00	2,761.12	21.1
01-11-6230-00 LODGING	.00	.00	11,000.00	11,000.00	.0
01-11-6250-00 PER DIEM	2,475.00	2,574.00	9,000.00	6,426.00	28.6
01-11-6300-00 SUPPLIES	9.99	9.99	5,000.00	4,990.01	.2
01-11-6310-00 AIR FREIGHT	650.09	680.09	15,000.00	14,319.91	4.5
01-11-6370-00 DUES & SUBSCRIPTIONS	.00	.00	7,500.00	7,500.00	.0
01-11-6399-00 MISCELLANEOUS	2,297.06	2,297.06	4,000.00	1,702.94	57.4
01-11-6400-00 CONSULTANTS	.00	.00	2,500.00	2,500.00	.0
01-11-7150-00 WINTER TRAILS	.00	.00	150,000.00	150,000.00	.0
01-11-7155-00 EMERGENCY MANAGEMENT	.00	.00	12,800.00	12,800.00	.0
01-11-7160-00 PUBLIC SAFETY SUMMIT	.00	.00	15,000.00	15,000.00	.0
01-11-7500-00 VPSO HOUSE UTILITIES	.00	.00	10,000.00	10,000.00	.0
01-11-8002-00 SEARCH & RESCUE SUPPLIES	246.37	246.37	80,000.00	79,753.63	.3
01-11-8003-00 S&R EQUIPMENT	1,014.26	1,076.96	.00	( 1,076.96)	.0
01-11-8004-00 SEARCH & RESCUE STIPENDS	.00	.00	108,500.00	108,500.00	.0
01-11-8500-00 FIRE TRAVEL	189.00	1,179.00	.00	( 1,179.00)	.0
01-11-8501-00 FIRE EQUIPMENT, REPAIRS, MAINT	7,606.24	7,606.24	100,000.00	92,393.76	7.6
01-11-8506-00 BATALLION CHIEF STIPENDS	.00	.00	87,000.00	87,000.00	.0
TOTAL PUBLIC SAFETY DEPARTMENT	54,888.79	110,201.39	1,369,109.00	1,258,907.61	8.1
<u>WATER AND SEWER SUBSIDY</u>					
01-12-6400-02 BUCKLAND SUBSIDY	.00	23,213.60	.00	( 23,213.60)	.0
01-12-6400-06 KOBUK SUBSIDY	.00	10,532.10	.00	( 10,532.10)	.0
TOTAL WATER AND SEWER SUBSIDY	.00	33,745.70	.00	( 33,745.70)	.0
TOTAL FUND EXPENDITURES	517,350.58	1,003,379.81	30,578,109.00	29,574,729.19	3.3
NET REVENUE OVER EXPENDITURES	( 517,350.58)	( 1,003,379.81)	1,190,274.00	2,193,653.81	( 84.3)



NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

VILLAGE IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REVENUE</u>					
02-00-4100-00	REVENUE	.00	.00	4,000,000.00	4,000,000.00	.0
02-00-4550-00	INVESTMENT INC. AVAIL. FOR OPS	.00	.00	100,000.00	100,000.00	.0
	TOTAL REVENUE	.00	.00	4,100,000.00	4,100,000.00	.0
	TOTAL FUND REVENUE	.00	.00	4,100,000.00	4,100,000.00	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VILLAGE IMPROVEMENT FUND</u>					
02-00-6000-00 SALARIES	10,917.03	27,090.43	159,417.00	132,326.57	17.0
02-00-6110-00 FICA	540.80	1,349.07	5,372.00	4,022.93	25.1
02-00-6111-00 SOA ESC	8.65	17.30	3,004.00	2,986.70	.6
02-00-6115-00 MEDICAL	.00	.00	27,075.00	27,075.00	.0
02-00-6125-00 PERS	2,401.75	5,959.90	35,072.00	29,112.10	17.0
02-00-6210-00 TRANSPORTATION	5,134.00	5,134.00	35,000.00	29,866.00	14.7
02-00-6220-00 GROUND TRANSPORTATION	461.92	461.92	3,000.00	2,538.08	15.4
02-00-6230-00 LODGING	3,033.00	3,033.00	27,500.00	24,467.00	11.0
02-00-6240-00 MEETING FEES	5,000.00	12,500.00	40,000.00	27,500.00	31.3
02-00-6250-00 PER DIEM	4,950.00	7,029.00	23,000.00	15,971.00	30.6
02-00-6300-00 SUPPLIES	90.00	210.00	20,000.00	19,790.00	1.1
02-00-6320-00 PRINTING & PUBLICATIONS	.00	.00	7,500.00	7,500.00	.0
02-00-6400-00 CONSULTANTS	212.50	212.50	30,000.00	29,787.50	.7
02-00-6450-00 LEGAL	4,216.00	4,216.00	25,000.00	20,784.00	16.9
02-00-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	.00	.00	12,000.00	12,000.00	.0
02-00-8001-00 VILLAGE ACCOUNTS	.00	.00	2,447,060.00	2,447,060.00	.0
02-00-9002-00 TRANS OUT - INVEST/SUSTAIN	.00	.00	1,200,000.00	1,200,000.00	.0
TOTAL VILLAGE IMPROVEMENT FUND	36,965.65	67,213.12	4,100,000.00	4,032,786.88	1.6
TOTAL FUND EXPENDITURES	36,965.65	67,213.12	4,100,000.00	4,032,786.88	1.6
NET REVENUE OVER EXPENDITURES	( 36,965.65)	( 67,213.12)	.00	67,213.12	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
03-00-6330-00 UTILITIES	.00	5,460.00	.00	( 5,460.00)	.0
TOTAL DEPARTMENT 00	.00	5,460.00	.00	( 5,460.00)	.0
TOTAL FUND EXPENDITURES	.00	5,460.00	.00	( 5,460.00)	.0
NET REVENUE OVER EXPENDITURES	.00	( 5,460.00)	.00	5,460.00	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

CARES ACT - COVID RESPONSE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 03</u>					
19-03-6350-01	FEDERAL ARPA - EQUIP FIRE RESP	9,742.60	9,742.60	.00	( 9,742.60)	.0
	TOTAL DEPARTMENT 03	9,742.60	9,742.60	.00	( 9,742.60)	.0
	<u>DEPARTMENT 05</u>					
19-05-6350-03	SOA ARPA- KVL ROAD MAINTENANCE	88,327.12	88,327.12	.00	( 88,327.12)	.0
19-05-6360-01	SOA ARPA KVL CITY BLDG RENOVAT	.00	191,881.00	.00	( 191,881.00)	.0
	TOTAL DEPARTMENT 05	88,327.12	280,208.12	.00	( 280,208.12)	.0
	<u>DEPARTMENT 06</u>					
19-06-6350-01	LATCF KVL EQUIPMENT	1,165.44	1,165.44	.00	( 1,165.44)	.0
19-06-6350-02	LATCF NAB TRUCK	54,895.00	54,895.00	.00	( 54,895.00)	.0
	TOTAL DEPARTMENT 06	56,060.44	56,060.44	.00	( 56,060.44)	.0
	TOTAL FUND EXPENDITURES	154,130.16	346,011.16	.00	( 346,011.16)	.0
	NET REVENUE OVER EXPENDITURES	( 154,130.16)	( 346,011.16)	.00	346,011.16	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SULIANICH ART'S CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40-00-6300-00 SUPPLIES	199.99	199.99	5,500.00	5,300.01	3.6
40-00-6330-00 UTILITIES	699.91	879.51	23,000.00	22,120.49	3.8
40-00-7800-00 ART PURCHASES	29,575.00	48,612.00	1,500,000.00	1,451,388.00	3.2
TOTAL DEPARTMENT 00	30,474.90	49,691.50	1,528,500.00	1,478,808.50	3.3
TOTAL FUND EXPENDITURES	30,474.90	49,691.50	1,528,500.00	1,478,808.50	3.3
NET REVENUE OVER EXPENDITURES	( 30,474.90)	( 49,691.50)	( 1,528,500.00)	( 1,478,808.50)	( 3.3)

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

VPSO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
VPSO					
45-00-6000-00 SALARIES	27,505.26	79,640.57	.00	( 79,640.57)	.0
45-00-6110-00 FICA	397.51	1,152.15	.00	( 1,152.15)	.0
45-00-6111-00 SOA ESC	114.39	319.07	.00	( 319.07)	.0
45-00-6120-00 WORKER'S COMP	211.79	613.22	.00	( 613.22)	.0
45-00-6125-00 PERS	6,051.16	16,609.61	.00	( 16,609.61)	.0
45-00-6210-00 TRAVEL	8,336.20	8,628.70	.00	( 8,628.70)	.0
45-00-6300-00 SUPPLIES	12,857.52	12,887.52	.00	( 12,887.52)	.0
45-00-6400-00 CONSULTANTS	74.27	74.27	.00	( 74.27)	.0
TOTAL VPSO	55,548.10	119,925.11	.00	( 119,925.11)	.0
TOTAL FUND EXPENDITURES	55,548.10	119,925.11	.00	( 119,925.11)	.0
NET REVENUE OVER EXPENDITURES	( 55,548.10)	( 119,925.11)	.00	119,925.11	.0

## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	2,600,071.29	2,531,477.43	27.33%	-2.64%	1,884,837.83	20.78%	0.00
Fixed Income	4,716,098.60	4,577,775.97	49.41%	-2.93%	4,973,330.48	54.83%	11,795.96
Real Assets	931,037.92	741,535.86	8.00%	-20.35%	766,368.55	8.45%	0.00
Alternative	840,297.11	930,380.11	10.05%	10.72%	963,598.84	10.62%	0.00
Cash and Cash Equivalents	263,334.63	482,754.64	5.21%	83.32%	482,754.64	5.32%	1,870.59
<b>Total Principal Holdings</b>	<b>9,350,839.55</b>	<b>9,263,924.01</b>	<b>100.00%</b>	<b>-0.93%</b>	<b>9,070,890.34</b>	<b>100.00%</b>	<b>13,666.55</b>
Current Period Accrued Income	15,478.23	13,666.55			13,666.55		
<b>Total Principal Holdings and Liabilities</b>	<b>9,366,317.78</b>	<b>9,277,590.56</b>			<b>9,084,556.89</b>		<b>13,666.55</b>
<b>Total Holdings</b>	<b>\$9,366,317.78</b>	<b>\$9,277,590.56</b>			<b>\$9,084,556.89</b>		<b>\$13,666.55</b>

Fair Value Breakdown *	Beginning Market Value	Ending Market Value	% of MV	% Chg in MV	Book Value	% of BV	Accrued Income
Total Fair Value Level 2 Holdings	7,572,195.71	7,588,850.35	81.80%	0.22%	7,331,827.78	81.10%	11,795.96
Total Fair Value Level N/A Holdings	1,794,122.07	1,688,740.21	18.20%	-5.87%	1,708,256.38	18.90%	1,870.59
<b>Total Holdings - Fair Value Reporting</b>	<b>\$9,366,317.78</b>	<b>\$9,277,590.56</b>	<b>100.00%</b>	<b>-0.95%</b>	<b>\$9,040,084.16</b>	<b>100.00%</b>	<b>\$13,666.55</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	20,287,818.03	19,784,748.30	40.13%	-2.48%	17,406,096.53	35.99%	0.00
Fixed Income	17,598,473.06	17,259,176.27	35.00%	-1.93%	18,344,120.22	37.93%	0.00
Real Assets	6,836,759.21	5,900,014.71	11.97%	-13.70%	6,105,811.19	12.62%	0.00
Alternative	4,431,629.98	4,939,928.86	10.02%	11.47%	5,089,820.79	10.52%	0.00
Cash and Cash Equivalents	724,808.93	1,420,753.61	2.88%	96.02%	1,420,753.61	2.94%	5,372.03
<b>Total Principal Holdings</b>	<b>49,879,489.21</b>	<b>49,304,621.75</b>	<b>100.00%</b>	<b>-1.15%</b>	<b>48,366,602.34</b>	<b>100.00%</b>	<b>5,372.03</b>
Current Period Accrued Income	3,163.13	5,372.03			5,372.03		
<b>Total Principal Holdings and Liabilities</b>	<b>49,882,652.34</b>	<b>49,309,993.78</b>			<b>48,371,974.37</b>		<b>5,372.03</b>
<b>Total Holdings</b>	<b>\$49,882,652.34</b>	<b>\$49,309,993.78</b>			<b>\$48,371,974.37</b>		<b>\$5,372.03</b>

Fair Value Breakdown *	Beginning Market Value	Ending Market Value	% of MV	% Chg in MV	Book Value	% of BV	Accrued Income
Total Fair Value Level 2 Holdings	39,860,432.23	39,528,074.97	80.16%	-0.83%	37,772,015.52	79.06%	0.00
Total Fair Value Level N/A Holdings	10,022,220.11	9,781,918.81	19.84%	-2.40%	10,004,278.98	20.94%	5,372.03
<b>Total Holdings - Fair Value Reporting</b>	<b>\$49,882,652.34</b>	<b>\$49,309,993.78</b>	<b>100.00%</b>	<b>-1.15%</b>	<b>\$47,776,294.50</b>	<b>100.00%</b>	<b>\$5,372.03</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.





## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	13,051,113.34	12,727,484.62	40.13%	-2.48%	10,288,500.01	33.92%	0.00
Fixed Income	11,321,160.01	11,102,951.36	35.00%	-1.93%	11,908,539.85	39.27%	0.00
Real Assets	4,398,153.51	3,795,570.57	11.97%	-13.70%	3,930,943.16	12.96%	0.00
Alternative	2,850,880.30	3,177,854.51	10.02%	11.47%	3,287,533.57	10.84%	0.00
Cash and Cash Equivalents	466,282.03	913,909.06	2.88%	96.00%	913,909.06	3.01%	3,455.67
<b>Total Principal Holdings</b>	<b>32,087,589.19</b>	<b>31,717,770.12</b>	<b>100.00%</b>	<b>-1.15%</b>	<b>30,329,425.65</b>	<b>100.00%</b>	<b>3,455.67</b>
Current Period Accrued Income	2,034.75	3,455.67			3,455.67		
<b>Total Principal Holdings and Liabilities</b>	<b>32,089,623.94</b>	<b>31,721,225.79</b>			<b>30,332,881.32</b>		<b>3,455.67</b>
<b>Total Holdings</b>	<b>\$32,089,623.94</b>	<b>\$31,721,225.79</b>			<b>\$30,332,881.32</b>		<b>\$3,455.67</b>

Fair Value Breakdown *	Beginning Market Value	Ending Market Value	% of MV	% Chg in MV	Book Value	% of BV	Accrued Income
Total Fair Value Level 2 Holdings	25,642,245.14	25,428,495.37	80.16%	-0.83%	23,610,656.34	78.70%	0.00
Total Fair Value Level N/A Holdings	6,447,378.80	6,292,730.42	19.84%	-2.40%	6,390,793.14	21.30%	3,455.67
<b>Total Holdings - Fair Value Reporting</b>	<b>\$32,089,623.94</b>	<b>\$31,721,225.79</b>	<b>100.00%</b>	<b>-1.15%</b>	<b>\$30,001,449.48</b>	<b>100.00%</b>	<b>\$3,455.67</b>

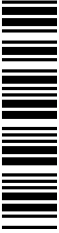
\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

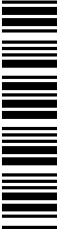
Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
<b>Cash and Cash Equivalents</b>						
<b>Money Market Funds</b>						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP	0117940A3 5.22%	1.000	Level n/a			
5001098.1	25,774,733.2700	25,774,733.27	0.00%	1.00 112,084.18	25,774,733.27	0.00
<b>Total Money Market Funds</b>		25,774,733.27	0.00%	N/A 112,084.18	25,774,733.27	0.00
<b>Total Cash and Cash Equivalents</b>		25,774,733.27	0.00%	N/A 112,084.18	25,774,733.27	0.00
<b>Net Holdings</b>						
		25,774,733.27	0.00%	N/A 112,084.18	25,774,733.27	0.00
<b>Total Holdings Principal Assets</b>		\$25,774,733.27	100.00%	N/A \$112,084.18	\$25,774,733.27	\$0.00
<b>Total Holdings</b>		\$25,774,733.27			\$25,774,733.27	\$0.00
<b>Accrued Income On</b>						
Principal Holdings		112,084.18		112,084.18	112,084.18	
<b>Total Accrued Income</b>		112,084.18		112,084.18	112,084.18	
<b>Total Holdings with Accrued Income</b>		\$25,886,817.45			\$25,886,817.45	\$0.00



## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
<b>Cash and Cash Equivalents</b>						
<b>Money Market Funds</b>						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP	0117940A3 5.22%	1.000	Level n/a			
5001098.2	7,249,286.5400	7,249,286.54	0.00%	1.00 35,872.91	7,249,286.54	0.00
<b>Total Money Market Funds</b>		<b>7,249,286.54</b>	<b>0.00%</b>	<b>N/A 35,872.91</b>	<b>7,249,286.54</b>	<b>0.00</b>
<b>Total Cash and Cash Equivalents</b>		<b>7,249,286.54</b>	<b>0.00%</b>	<b>N/A 35,872.91</b>	<b>7,249,286.54</b>	<b>0.00</b>
<b>Net Holdings</b>						
		<b>7,249,286.54</b>	<b>0.00%</b>	<b>N/A 35,872.91</b>	<b>7,249,286.54</b>	<b>0.00</b>
<b>Total Holdings Principal Assets</b>		<b>\$7,249,286.54</b>	<b>100.00%</b>	<b>N/A \$35,872.91</b>	<b>\$7,249,286.54</b>	<b>\$0.00</b>
<b>Total Holdings</b>		<b>\$7,249,286.54</b>			<b>\$7,249,286.54</b>	<b>\$0.00</b>
<b>Accrued Income On</b>						
Principal Holdings		35,872.91		35,872.91	35,872.91	
<b>Total Accrued Income</b>		<b>35,872.91</b>		<b>35,872.91</b>	<b>35,872.91</b>	
<b>Total Holdings with Accrued Income</b>		<b>\$7,285,159.45</b>			<b>\$7,285,159.45</b>	<b>\$0.00</b>



Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>07/31/2023 (07/23) Balance</b>	<b>.00</b>	<b>.00</b>	<b>13,335.88</b>
07/28/2023*	AP	112.0001	AURORA MADISON	.00	(75.00)	13,260.88
08/01/2023*	AP	18.0001	KATHERINE CLEVELAND	75.00	.00	13,335.88
08/01/2023*	AP	20.0001	LORENZ SNYDER	75.00	.00	13,410.88
08/01/2023*	AP	24.0001	HELEN MITCHELL	75.00	.00	13,485.88
08/01/2023*	AP	25.0001	ANGELINE MCCONNELL	75.00	.00	13,560.88
08/01/2023*	AP	26.0001	TOMMY FIELDS	75.00	.00	13,635.88
08/01/2023*	AP	28.0001	WYNITA LEE	75.00	.00	13,710.88
08/01/2023*	AP	30.0001	BENJAMIN SAMPSON	75.00	.00	13,785.88
08/01/2023*	AP	32.0001	VINCENT SCHUERCH	75.00	.00	13,860.88
08/01/2023*	AP	35.0001	LORENZ SCHUERCH	300.00	.00	14,160.88
08/01/2023*	AP	36.0001	MELVIN LEE	75.00	.00	14,235.88
08/01/2023*	AP	39.0001	EVA VESTAL	75.00	.00	14,310.88
08/01/2023*	AP	40.0001	HERMAN TICKET	75.00	.00	14,385.88
08/01/2023*	AP	41.0001	TRUDY KENWORTHY	75.00	.00	14,460.88
08/01/2023*	AP	42.0001	LYDIA LEE	75.00	.00	14,535.88
08/01/2023*	AP	43.0001	DARLENE NEWLIN	75.00	.00	14,610.88
08/01/2023*	AP	44.0001	JAMES MONROE	75.00	.00	14,685.88
08/01/2023*	AP	47.0001	GERALD WALTON	75.00	.00	14,760.88
08/01/2023*	AP	48.0001	NOAH DOWNEY	75.00	.00	14,835.88
08/02/2023*	AP	116.0001	AURORA MADSEN	75.00	.00	14,910.88
08/03/2023*	AP	76.0001	DANIEL ATORUK	75.00	.00	14,985.88
08/03/2023*	AP	106.0001	ROY EVAK	75.00	.00	15,060.88
08/03/2023*	AP	113.0001	ROY WILLOCK	75.00	.00	15,135.88
08/03/2023*	AP	120.0001	NICOLE JOHNSON	75.00	.00	15,210.88
08/04/2023*	AP	114.0001	EFFIE HADLEY	75.00	.00	15,285.88
08/08/2023*	AP	168.0001	HAZEL CLEVELAND	75.00	.00	15,360.88

Amount type: Actual

Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
08/08/2023*	AP	194.0001	SOPHIE FOSTER	75.00	.00	15,435.88
08/08/2023*	AP	196.0001	SHARON SHELTON	75.00	.00	15,510.88
08/08/2023*	AP	197.0001	LEO SNYDER	75.00	.00	15,585.88
08/08/2023*	AP	199.0001	GRACE WASHINGTON	75.00	.00	15,660.88
08/08/2023*	AP	200.0001	RUTH NORTON	75.00	.00	15,735.88
08/08/2023*	AP	204.0001	JENNY WASHINGTON	75.00	.00	15,810.88
08/08/2023*	AP	205.0001	FRANCES PHILLIPS	75.00	.00	15,885.88
08/08/2023*	AP	206.0001	ELMER WILLIAMS	75.00	.00	15,960.88
08/08/2023*	AP	207.0001	JACK STALKER	75.00	.00	16,035.88
08/10/2023*	AP	135.0001	NATIVE VILLAGE OF SELAWIK	1,000.00	.00	17,035.88
08/10/2023*	AP	182.0001	ROBERT RICHARDS SR.	75.00	.00	17,110.88
08/10/2023*	AP	183.0001	IRMA MITCHELL	75.00	.00	17,185.88
08/10/2023*	AP	198.0001	JULIA STALKER	75.00	.00	17,260.88
08/10/2023*	AP	203.0001	WALLACE MITCHELL	75.00	.00	17,335.88
08/10/2023*	AP	208.0001	JENNIFER THOMAS	150.00	.00	17,485.88
08/15/2023*	AP	240.0001	SHIELD DOWNEY JR	75.00	.00	17,560.88
08/15/2023*	AP	260.0001	EDMOND MORRIS SR	75.00	.00	17,635.88
08/15/2023*	AP	270.0001	KIC SPORTS/HARDWARE	179.08	.00	17,814.96
08/15/2023*	AP	276.0001	AMOS HAWLEY	75.00	.00	17,889.96
08/15/2023*	AP	280.0001	JAMES NORTON	75.00	.00	17,964.96
08/15/2023*	AP	299.0001	TERRY BALDWIN	75.00	.00	18,039.96
08/15/2023*	AP	300.0001	MAGGIE DOUGLAS	75.00	.00	18,114.96
08/15/2023*	AP	302.0001	JOSEPHINE SCHAEFFER	75.00	.00	18,189.96
08/15/2023*	AP	303.0001	IRENE STALKER	75.00	.00	18,264.96
08/15/2023*	AP	309.0001	IVORY GERHARDT-CYRUS	75.00	.00	18,339.96
08/15/2023*	AP	310.0001	BARBARA MONROE	75.00	.00	18,414.96
08/17/2023*	AP	325.0001	HARRY PENN	75.00	.00	18,489.96

Amount type: Actual  
 Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
08/17/2023*	AP	333.0001	RUTH NORTON	75.00	.00	18,564.96
08/17/2023*	AP	334.0001	PATRICK FOSTER SR	75.00	.00	18,639.96
08/17/2023*	AP	335.0001	AMANDA JOHNSON	75.00	.00	18,714.96
08/17/2023*	AP	336.0001	MARY LOU JOHNSON	150.00	.00	18,864.96
08/17/2023*	AP	337.0001	CALVIN BROWN SR	75.00	.00	18,939.96
08/18/2023*	AP	364.0001	PATRICIA MITCHELL	75.00	.00	19,014.96
08/18/2023*	AP	367.0001	EILEEN SCHAEFFER	75.00	.00	19,089.96
08/18/2023*	AP	380.0001	ESTHER DAVIDOVICS	75.00	.00	19,164.96
08/18/2023*	AP	381.0001	MOLLY M. RICHARDS	75.00	.00	19,239.96
08/18/2023*	AP	391.0001	JONAS BALLOT	75.00	.00	19,314.96
08/18/2023*	AP	397.0001	NEAL SHELDON	75.00	.00	19,389.96
08/18/2023*	AP	399.0001	ROSELLA MARSDEN	300.00	.00	19,689.96
08/18/2023*	AP	403.0001	KATHERINE CARTER	75.00	.00	19,764.96
08/22/2023*	AP	368.0001	DARRYLE WILSON	75.00	.00	19,839.96
08/22/2023*	AP	369.0001	MYRTIS MCCAFFERTY- GREGG	300.00	.00	20,139.96
08/22/2023*	AP	393.0001	BERNICE MONROE	75.00	.00	20,214.96
08/22/2023*	AP	398.0001	JOSIE HENSLEY	75.00	.00	20,289.96
08/22/2023*	AP	404.0001	JACQUELINE VIVEIROS	75.00	.00	20,364.96
08/24/2023*	AP	388.0001	VINCENT SCHUERCH	75.00	.00	20,439.96
08/24/2023*	AP	405.0001	AUGUSTINA SHANNON	75.00	.00	20,514.96
08/24/2023*	AP	446.0001	LORI HADLEY	75.00	.00	20,589.96
08/24/2023*	AP	450.0001	JAMES MOTO	75.00	.00	20,664.96
08/24/2023*	AP	452.0001	MANDY WESTLAKE	75.00	.00	20,739.96
08/24/2023*	AP	453.0001	BERTHA WELLS	75.00	.00	20,814.96
08/28/2023*	AP	445.0001	ALICE MELTON-BARR	75.00	.00	20,889.96
08/29/2023*	AP	426.0001	MARLENE MOTO- KARL	75.00	.00	20,964.96
08/29/2023*	AP	443.0001	RICHARD GOODRO	75.00	.00	21,039.96

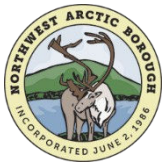
Amount type: Actual

Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
08/29/2023*	AP	444.0001	LISA WALTON	300.00	.00	21,339.96
08/29/2023*	AP	451.0001	MIA BALDWIN	75.00	.00	21,414.96
08/29/2023*	AP	454.0001	POLLY DOWNEY	75.00	.00	21,489.96
08/29/2023*	AP	455.0001	WAYLON SCHUERCH	75.00	.00	21,564.96
08/29/2023*	AP	487.0001	WAYLON SCHUERCH	.00	(75.00)	21,489.96
08/31/2023*	AP	469.0001	BILLIE MULLUK	75.00	.00	21,564.96
08/31/2023*	AP	474.0001	HENRY WILSON	75.00	.00	21,639.96
08/31/2023*	AP	475.0001	ROBERT RICHARDS SR.	75.00	.00	21,714.96
08/31/2023*	AP	477.0001	ALBERT HARRIS SR	75.00	.00	21,789.96
08/31/2023*	AP	479.0001	FREDERICK BERRY	75.00	.00	21,864.96
08/31/2023*	AP	480.0001	BENNY WESTLAKE	75.00	.00	21,939.96
08/31/2023*	AP	481.0001	HOMER E BOOTH	75.00	.00	22,014.96
08/31/2023*	AP	482.0001	THOMAS SOURS	75.00	.00	22,089.96
08/31/2023*	AP	483.0001	ELSIE SAMPSON	75.00	.00	22,164.96
08/31/2023*	AP	488.0001	CLARA STEIN	300.00	.00	22,464.96
08/31/2023*	AP	489.0001	CLARA STEIN	75.00	.00	22,539.96
*			<b>08/31/2023 (08/23) Period Totals ***</b>	<b>9,354.08</b>	<b>(150.00)</b>	<b>22,539.96</b>

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			<b>07/01/2023 (00/23) Balance</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*			<b>07/31/2023 (07/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>08/31/2023 (08/23) Period Totals ***</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>





# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** September 7, 2023

**TO:** Dickie Moto, Mayor

**FROM:** Fritz Westlake, Director of Community & Economic Development

**SUBJECT: ASSEMBLY DEPARTMENT REPORT THROUGH THE MAYOR**

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*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

## **DAILY OPERATIONS REPORT BY PROGRAM:**

### **COMMUNITY & ECONOMIC DEVELOPMENT COMMISSION – Fritz Westlake**

The Northwest Arctic Borough Economic Development Commission (EDC) held a regular quarterly meeting on September 1, 2023 in Kotzebue. The main points of discussion was the Piguqtuq Entrepreneurship Program and the hiring of its Facilitator. The Project Managers also visited the village of Noatak on this trip up.

The next scheduled regular EDC meeting will be in Anchorage on November 1, 2023.

### **FRANK R. FERGUSON MEMORIAL SCHOLARSHIP PROGRAM – Erin Stephens**

There were 15 scholarships awarded in the last month, for a total of \$29,500. The application dead line for the fall semester was August 15

### **SMALL BUSINESS GRANT PROGRAM – Erin Stephens**

None to report for this period.

### **COMMERCIAL & SUBSISTENCE FISHING GRANT PROGRAMS – Hannah Sheldon**

#### Subsistence Net Program

- A list of eligible applicants for fishing nets was made, then every person was followed up with a call or voicemail to get an either or for a salmon or trout net.
- There were 5 Nets available on hand, we were able to get these out on the first come first serve basis.

- Reached out to Seattle/Washington vendors to get quotes for 20 Salmon nets and 3 trout nets. KIC and Rotmans were also called for quotes.
- All 28 subsistence fishing nets were bought through Jovanovich supply, the first shipment of nets will be sent out on Alaska Cargo ASAP to Kotzebue for distribution.
- Additional supplies are going to be bought to hang the 3 Trout/Whitefish here in Kotzebue as Jovanovich could not provide the needed mesh size.
- All applications are filed and uploaded into W-drive for easy access in the future.
- Stickers are made for all nets being shipped to villages so that we can get them out ASAP when they land.
- 10 Nets were shipped August 8.

#### Commercial Fishing Net Program

- Applications and Public Notices were sent out July 3.
- Application intake period opened, and Excel spreadsheet created to manage the qualified applications information.
- Have started passing out Coast Guard safety equipment from the supplies we ordered in previous years to the commercial fisherman.
- Met with Coast Guard Vessel Examiner to determine what supplies we have on hand that is USCG approved, and what can be ordered for the upcoming season. Communication is ongoing on creating a system for next year to pass out the gear that we have.
- 5 Nets are getting shipped on Alaska Air Cargo August 9.

#### **GRANTS ADMINISTRATORS REPORT – Erin Stephens**

- The Village Improvement Commission held a retreat in Anchorage on August 24-25. It was very productive, with the first day focusing on internal processes (policies and procedures, the application, etc) and on the second day we played host to a number of community partners, such as ANTHC, APCM, and Denali Commission.
- The NAB has been invited to proceed with an application for the High Penetration Solar-Battery Project in Ambler, Alaska project.
- The upcoming deadline for the VIF Application cycle is September 15.

#### **VIF PROJECT MANAGER REPORT – Hiram Walker**

##### Ambler:

- Energy Study Ph. 2 & 3 payments were made and will close out project this week.
- Biomass project on hold until summer. Need to connect underground piping and complete the roof.
- Ambler fuel farm is 95% complete with design and permitting.
- Tank farm procurement for three fuel tanks FBO Ambler. Funding through VEI.
- The Ambler Biomass project purchased some tools such as chain saws to start hauling wood for Biomass Boiler before snow is all gone to make it easier to haul.

- Work with project manager on funding to complete Biomass project. Funding through VIF an application was submitted for the next VIC meeting.
- Working with vender on heavy equipment. I will need the city to sign an award agreement.
- Will need an award agreement signed for the biomass before the funding will go to the contractor. The award is for \$76,034.28, ANTHC is the contractor.
- The Biomass project is currently installing remote monitoring equipment.
- Ambler
- City of Ambler got awarded to A25G Rock trucks will be shipped to Ambler next fall.
- The City of Ambler Heavy Equipment project has been purchased and will be shipped next summer.
- Energy Study 2&3 is extending till Spring of 2023 on some late installed heatpumps that will need inspection.
- Ambler fuel tank farm, the contractor is accommodating new fuel tanks with 95% submitted drawings to the city of Ambler.
- Worked with city of Ambler to get 95% drawings for tank farm from contractor.
- Transferred remainder of funds to city of Ambler Energy Efficiency project 3.
- Made invoice payment to consultant for Ambler fuel farm project.
- No activity for May 2023
- The A25G is on it way to Ambler via Drack Construction. The dump truck should be in Ambler the later part of July.
- Waiting on closeout report on Biomass project.
- No activity on any projects for the month of July.

#### Buckland:

- Traveled to Buckland in the first part of June to help with gavel mining plan for new projects.
- The city of Buckland was awarded funds for the erosion project and heavy equipment repair. The amount of funding that will be used for repair is \$50,000. I am working with the city to get funding available to start repairs.
- The funding was executed for the heavy equipment repair for the erosion project.
- The city of Buckland has made a purchase of parts for heavy equipment.
- The funding of \$50,000 to get assessment and parts for equipment for erosion revetment is expended and VIF will be holding the remainder of fund tell revetment is completed.
- The city of Buckland has asked for the funding for the equipment repair, labor, shop heating fuel and electricity to get heavy equipment going by spring. The VIF office is working on getting the funding out to the city to get the project moving.
- The city of Buckland Equipment repair project is all most completed of funds and equipment is 90% repaired.
- Funding has been received by the city of Buckland for the Equipment repair and mechanic is repairing equipment.
- No activity in Feb. 23
- The city of Buckland is preparing for close out of Equipment repair project.
- Closed out Equipment repair project.

- The rock revetment is not in progress currently. There is no access to gravel. This is being worked on.
- City of Buckland is drawing down on the Equipment Maintenance project given to the city in July of 23.

#### Deering:

- Ipnatchiaq Electric made the first payment to contractor for Ph. 3 of Electric grid.
- I will be closing out the on demand hot water heaters project with Deering IRA.
- No activity currently on all projects.
- Ipnatchiaq Electric will postpone Ph. 3 of project till next summer it got too late in the year to start on project.
- No changes in Ph. 3 Ipnatchiaq Electric contractor will be done this summer.
- No activity in Feb. 23
- Ipnatchiaq Electric ph.3 project is back on track with the repair of heavy equipment need for the project to move on. The company has put an extension for a Title 9 and has a new timeline for the later part of July.
- No activity at this time April 2023.
- Contractor has postponed the project till July 10th 2023 for Ipnatchiaq Electric.
- Contractor will start project for Ipnatchiaq Electric when housing becomes available at the later part of July.
- Contractor for Ipnatchiaq Electric has started Ph. 3 of the electric.

#### Kiana:

- Kiana Manganese removal project will continue the next construction season.
- Kiana Community building is complete and is ready for close out.
- Kiana's Opt-In community building renovation had most building materials ordered from vendor FBO Kiana.
- The contractor is ready to install water and sewer lines from the mains to the new community building making ready the funding for the part of the project. The amount is \$73K+ for 60 feet of water and sewer line.
- The contractor is in Kiana to start work on the old community building, Opt.-In project.
- Made funding draw down for Opt-In Kiana to pay labor for renovation of old city of Kiana community building.
- Opt-In has a construction supervisor and has gone out to Kiana and will start the project as soon as the construction material get out to Kiana
- The contractor is in Kiana to start work on the old community building, Opt.-In project
- The Opt-In project is waiting for the mechanical contractor to come in and work on rough-in of electrical and plumbing inside of building.
- The water and sewer service line hookup on the New Community building is currently being worked on.
- The City of Kiana Manganese filter system project has a superintendent going to Kiana on Sept. 12th to finish up to 95% completion of project
- Kiana Manganese system will be completed in the latter part of November. The contractor is currently tying the backwash tank to the water plant.
- Opt-In Building has the mechanical contractor working on location.

- The City of Kiana is a new Community building. The contractor is working on water and sewer service lines.
- All projects remain in same status for Kiana.
- Opt-In has paid off contractor. Will continue work with local labor after holidays to complete building.
- No activity in Feb. 23
- No activity in March for projects.
- No activity in April on Opt-In program.
- No activity due to no contractor available for May 2023.
- No report for the Manganese filter project.
- Opt-in has made an agreement with contractor to complete interior of building.
- No report for the City of Kiana Manganese filter system for the month of July of 23
- Opt-in is still looking for contractors to complete building

#### Kivalina

- The Kivalina Dump site cleanup will need reporting turned in. No reports since Oct.
- Received report on Dump site cleanup and will working with contractor that will be organizing site clean cleanup this summer.
- With the nice weather the dump cleanup is coming along well and is on schedule.
- The IRA dump cleanup has received small equipment on the barge to help with cleanup
- The funding for the Kivalina dump cleanup is almost depleted and will be looking for other funding.
- Kivalina dump cleanup is now out of funding and will be looking forward to the closeout of project.
- All projects remain the same status for Kivalina
- Kivalina Dump site cleanup has no activity this month of Dec.
- No activity in Feb. 23
- No activity in March for all projects.
- The IRA is getting ready to start Dump cleanup project up in May.
- The landfill cleanup project is going to closed out at this time.
- The IRA of Kivalina has submitted for project draw down of funds to backhaul waste for landfill.

#### Kobuk:

- The city's Drain Field will not start until next construction season.
- Worked with Project engineer on construction of Drain field this fall.
- I will need a signed award agreement for the City of Kobuk for the shipment of materials that will have to be airlifted to Kobuk due to low river water. The amount needed is \$162,511.00 to start airlift.
- The new community buildings will not start construction till next year the city cannot find a contractor to construct buildings.
- No progress has been made on any projects at this time.
- No progress has been made this Feb. 23
- No progress has been made in any of the projects for March.
- Made an award agreement up and sent it to City of Kobuk to get signed.
- Purchase Heavy Equipment for city of Kobuk it will be airlifted to Kobuk.

- Heavy Equipment has been delivered to Kobuk for the city of Kobuk and this will be closed out.
- The city is still waiting on community buildings to be delivered for the city of Kobuk.
- City of Kobuk has closed out the Heavy Equipment project.
- The city has sent proposal to draw down on the shipping of community building.

#### Kotzebue:

- KEA Renewable Turbine foundation has been ordered.
- No movement on the KEA renewable Turbine Foundation currently.
- The city of Kotzebue Self-contained Breathing Apparatus Packs has been ordered.
- All projects remain the same in Kotzebue.
- All projects remain the same in Kotzebue for Feb. 23
- All projects have no activity for the month of March.
- No activity in any projects in Kotzebue for April.
- No activity in any projects or programs for May 2023
- The Turbine base plate will be on the 2nd sealift to Kotzebue sometimes this fall.

#### Noatak:

- Sent award agreement to Noatak IRA for the Solar and Batter Project and have not gotten it back at this time.
- No activity for Noatak IRA Solar Project due to high water for May 2023.
- The Noatak IRA Solar project is in the construction process at this time and is coming along okay.
- No activity on all projects for the month of July of 23

#### Noorvik:

- City of Noorvik Land fill cleanup is meeting with city council on burn unit project moving forward.
- Noorvik IRA has received an award for \$951,607.22. I am in the process of funding execution. The project is Noorvik Road Construction and Maintenance Program.
- The Native Village of Noorvik had all funding to have the A25G dump truck paid to vender and will be FBO Noorvik this summer.
- For the Native Village of Noorvik Road Maintenance program the tribe has requested quotes for all the heavy equipment. The quotes that they have are from June of 2022.
- The native village of Noorvik has put in for an application for updated quotes for the Road Maintenance program and is waiting for funding.
- The Native Village of Noorvik has received funding to purchase, ship and start Road Maintenance program.
- Project management is working on purchasing equipment and shipping for 2023.
- No activity in Feb. 23
- The Tribe is applying for a Title 9 permit for the Road Maintenance program.
- I have not had a monthly report sent in to the VIF office for the month of April on Road Maintenance program.
- No activity for May 2023.
- I will be going out to Noorvik to meet with the new transportation planner.

- I will be meeting with the city of Noorvik to ask to return the remainder of funding for the Dump clean up and for the city to apply with a new application for funding for an incinerator for landfill I will do this at the same time when I meet with the Tribe.
- The city of Kobuk has ask to return the VIF funds remaining in the Landfill clean up.

#### Selawik:

- Selawik Home Water and Sewer project is on hold until the City of Selawik can get training on the project from VIF staff.
- Traveled to Selawik end of May to visit the Native Village of Selawik community center the tribe has turned in a new VIF application for completion of community center.
- The home water and sewer will be working on getting a new contractor to complete the project.
- The home water and sewer are still on hold and will be until a plan is work out with the city of Selawik.
- Water and Sewer Rehabilitation is still open with biohazard materials to be sent to Kotzebue to dispose of.
- ANTHC will be the contractor for the Selawik evaluation project. This project was awarded to the city of Selawik for \$75,000 and will be executed when the signed award agreement has been received.
- I will need to go out to Selawik to give project orientation to the city and sign an award agreement on the project for Selawik Safety upgrade of the Multipurpose building. The award is \$250,000.00
- The Native Village of Selawik is soliciting 2 or 3 consultants to do feasibility study for Gravel Access.
- A new city administrator has been hired for the city of Selawik and will need training on Multipurpose Building upgrades project can start the city will set a time for this
- City of Selawik Water and Sewer Evaluation will get stated middle of Sept.
- The Native Village of Selawik is working on RFP for the Gravel Access Study.
- The Native Village of Selawik is soliciting engineering firms to proceed with study.
- The multipurpose Building safety upgrades project had drawing down funding to start upgrades.
- Selawik home water and sewer project had an engineering firm go to Selawik to start the evaluation on project.
- The Selawik evaluation engineering firm all have Co-vid and project is on hold the later.
- All projects remain the same for Selawik
- Selawik Water and Sewer evaluation data collected from engineers' earlier trip to Selawik is being evaluated.
- Selawik IRA is working on soliciting engineering firm to proceed with Gravel Access Study.
- The Selawik Safety upgrade project has got the funding to start the procurement process.
- No activity in Feb. 23
- I will be setting up a meeting with the city of Selawik to discuss the Home Water and Sewer start up the end of March.
- No other activity on any of the other projects.
- I have no activity on any of the projects for the month of April.

- Working with contactor for home water and sewer project start up.
- No monthly report on Selawik Safety upgrade project.
- The Home water and sewer project has started backup.
- The home water and sewer project has started by ordering parts for homes and sending crew to Selawik to mob up project.
- Gravel Access study has been inactive to this point. The IRA will be applying for more funding. No one submitted for work on this project due to not enough to do study.

#### Shungnak:

- No open projects or programs currently.

#### Regional:

- KOTZ radio Ph. 2 project is ready for closeout after final reporting is sent in.
- NWABSD Inupiaq program is on hold until further notice from the school district.
- KEA Electric Co. has ordered wind turbine base.
- KOTZ has no movement on the project for this month.
- I haven't received a monthly report for at this time.
- Kotz Radio has asked for change in project it was to eliminate the gas generator and in place use an USB unit.
- KEA project is the purchase of Turbine Base for wind generators. The Base's will be in next summer's sealift.
- NWABSD Inupiaq program is on hold and will bring in Inupiaq instructors in Nov.
- NIHA has drawn down funding for the Housing Assessment for all 11 communities.
- No movement on all projects currently.
- VIF purchases continue to provide professional development for instructors. The professional development gathering for Iñupiaq Instructors occurred between November 29 to December 1. The focus was on replacing further English with Iñupiaq in the classroom, using the curriculum's games and activities to support student learning, and using the Iñupiaq language in conversation.
- NIHA is advertising for 23 surveyors and have received job applications. They will work until each household is completed. We are having them work for three weeks; however, if there is a need to continue, that will be done. It is the goal of NIHA to have no less than 70% of each community fill out the survey.
- The NWASD will be scheduling an Inupiaq Instructors Training for April
- No projects reports in for the month of April all projects.
- No activity in the NWABSD Inupiaq program for the month of May 2023.
- NIHA will be late on the monthly report on Housing survey report due to personal change.
- No report for Inupiaq program for the month of July.
- No report for the Housing Survey report for the month of July 23.
- No report for Iñupiaq program for the month of July of 23.

### **ENERGY DEPARTMENT - Ingemar Mathiasson**

#### Conferences



Next ESC conference is in Kotzebue 3rd-4th October at Nullagvik

We may have a guest speaker attending;

**Henk Rogers** is the creator of the Tetris Company and a pioneer in the video game industry.

In the 1980s, Rogers brought role-playing games to Japan and turned a little-known game called Tetris into an international phenomenon after intense negotiations with the Soviet Union and Nintendo. His efforts helped establish the Game Boy as a market leader and made Tetris one of the most popular games of all time. Rogers' story became folklore in the gaming industry and is the subject of the 2023 Apple TV+ film "Tetris."

Today, Rogers is the founder of 10 companies and non-profit organizations focused on renewable energy, space exploration, and ending the use of fossil fuels on Earth. A near-fatal heart attack in 2005 made Rogers identify his true missions in life and led to him founding the Blue Planet Foundation, a non-profit organization that has been instrumental in implementing renewable energy policies in Hawaii. Realizing this model needed to be exported to the rest of the world, Rogers 2021 founded the Blue Planet Alliance, an organization helping island communities disproportionately affected by climate change transition from being reliant on importing fossil fuels to using 100 percent renewable energy.

Rogers is also the founder of Blue Planet Energy, a global leader in renewable energy storage systems, and the International Moonbase Alliance, an organization with the goal to build sustainable settlements on the Moon and Mars and establish Hawaii as a leader in the space industry.

Today, Rogers continues to be an influential figure in both the gaming industry and the sustainable energy sector. He has received numerous awards for his contributions to both fields, including being inducted into the Academy of Interactive Arts and Sciences' Hall of Fame in 2008 and named CEO of the Year by Hawaii Business Magazine in 2015.

He currently lives between his off-grid ranch in Hawaii and New York City and continues to be an active entrepreneur pursuing his passion for making a positive impact on the world.

You can ck his profile at; <https://henkrogers.com/>

Current fuel costs below. Red are increases.

## Fuel prices (tax included on retail) Oct. 2023 & FY24

Community	Gasoline \$/G Retail Aug 2023	Stove oil \$/G Retail Aug 2023	Sales Tax included	Util. & AVEC Cost \$ Barge/Air FY2022- FY2023	NWABS Cost \$ FY2023- FY2024
Kotzebue KIC and KEA	8.99	9.12	6%	3.71 KEA/3.20	4.54/4.7605
Kotzebue Vitus	7.99	7.57	6%		
Kotzebue Crowley	7.80	7.97	6%		
Ambler	18.34	18.34	3%	4.49/10.59	6.07/6.2505
Kobuk	13.91	15.45	3%	N/A	6.07/6.2505
Shungnak	14.03	16.14	2%	5.45 / 10.17	6.07/6.2505
Kiana	8.76	8.50	3%	2.82/4.18	4.71/5.0005
Noorvik	7.21	6.81	4%	2.96/4.63	4.71/5.0005
Selawik	6.39	7.72	6.5%	2.85/4.96	4.71/5.0005
Buckland	6.65	6.44	6%	2.13/3.547	5.25/5.0005
Deering	6.90	5.92	3%	2.13/4.057	4.71/5.0005
Kivalina	6.52	6.15	2%	2.78/4.18	5.16/5.0005
Noatak	13.47	14.44	6%	8.10/10.61	7.24/10.96

## NAB Electric rates July 13 2023

Community	1-750Kwh \$/Kwh with PCE	Tax	1-750 Kwh Actual cost/Kwh with tax	0-750 \$/Kwh No tax	750-up \$/Kwh No tax	Utility Non firm power purchase rate \$/Kwh 1/30/2023
Kotzebue KEA	0.2275	6%	0.24	0.3949	0.3918	N/A
Ambler AVEC	0.2627	3%	0.2705	0.8580	0.7566	0.3285
Kobuk AVEC	0.3305		0.3305	1.0967	0.9912	N/A
Shungnak AVEC	0.3305	2%	0.3371	1.0967	0.9912	0.5736
Kiana AVEC	0.2561		0.2561	0.7254	0.6199	0.3003
Noorvik AVEC	0.2543	4%	0.2645	0.6896	0.5841	0.2606
Selawik AVEC	0.2534	7%	0.2711	0.6719	0.5664	0.2405
Buckland BEC	0.2781		0.2781	0.4900	0.4900	0.2823
Deering IEC	0.4081		0.4081	0.6747	0.6747	0.3575
Kivalina AVEC	0.2535	2%	0.2586	0.6295	0.5240	0.2442
Noatak AVEC	0.3982	6%	0.4221	1.1644	1.0589	0.6615

### AEA REF 14 Community project grant 4 community engineering for Solar battery

- The NAB applied for Engineering of Solar/Battery projects for Selawik, Kiana, Noorvik and Ambler through the Alaska Renewable Energy Fund REF 14 submitted mid. January 2022 at an amount of \$ 590,000.00 and was awarded.
- An RFP was released 15th Dec. with deadline for responses 6th Feb. 2023.
- We completed the RFP process and selected RES/Kuna as the contractor
- This project will provide the needed inkind to leverage Construction funds in 2024-25.
- The 8th-9th June I visited the 4 communities together with the contractors RES and KUNA, we mapped out the possible areas for large solar arrays up to 4 acres and 500Kw.
- The contractors are now following up with AVEC for cost estimates on integration equipment needed to be able to accommodate the incoming Solar power.
- Project scheduled to complete work 31th Sep. 2023.

### New Grant requests

The Energy Group is currently working on a large DOE OCED Region wide grant proposal.

### Project Description

This project, "Solar PV, Battery Storage and Heat Pumps in Northwest Arctic Alaska," proposes to install 3.35 MW of solar PV and 16.5 MWh of battery storage across all eleven villages of the northwest Arctic region, displacing an estimated 322,000 gallons of diesel fuel annually. Additionally, this project proposes to install 860 heat pumps, one in every residence in ten villages: Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, and Shungnak. The solar PV, battery energy storage systems (BESS), and heat pumps will be owned and maintained by the federally recognized Alaska Native Tribe in each community, each of which will operate as an independent power producer (IPP) generating renewable power and selling it to the local utility, capturing an estimated \$1.5M in annual revenues. The expected construction cost for the proposed project is \$56,000,000

Our preliminary concept paper was accepted DOE and they wants us to do the full application.

The full application was submitted the 3rd of August and now we wait for DOE to respond, hopefully before the end of the year.

### Status of Current projects under way

#### **Selawik Rural Energy Pilot Program (REPP) Grant**

100Kw Solar/1Mwh battery. (NEW) has been funded @ \$ 1,998,820.00

A grant request to USDA REPP was completed for a 100Kw Solar 1 Mwh Battery for Selawik. For a total cost of \$3,603,240. It requires a 50% inkind.

This project is aimed at stabilizing the electric grid in Selawik.

would stop dangerous power outages that endanger the waterlines in Selawik.

Inkind is available from AVEC @ \$100K and from State of Alaska (AEA) \$ 120K.

VIF and NANA VEI combined is matching in with 1,216,000.00

USDA is awarding us this grant with a Federal share of \$1,998,820.00, we have just signed the intent to proceed and waiting for the Grant document, if it shows up, there will be an acceptance resolution in your package

#### **Alaska REF 15 for Selawik has been funded @ 1,134,500.00**

We are also pursuing the REF15 grant for additional funding to add another 300Kw of Solar to the project

The Northwest Arctic Borough (NAB) is requesting \$1,134,500 for Phase IV Construction of a high penetration distributed solar PV system for the community of Selawik. Based on Hybrid Optimization for Multiple Energy Resources (HOMER) software modeling and AEA's B/C Ratio model, this system will displace about 27,278 gallons of imported diesel fuel annually and will result in about 193 hours of diesels-off operation, saving the community about \$81,698 during the first year of operation. Lifetime savings for the project are estimated at 681,947 gallons of diesel fuel and \$2,511,674. In addition to reducing the cost of electrical generation, the solar PV system, in conjunction with a related and separately funded project to construct a Battery Energy Storage System, will result in a hybrid solar PV/battery/diesel system, will dramatically

increase the efficiency and resilience of the power generation system by providing spinning reserve and significantly reducing brown-outs and black-outs and associated freeze-ups of the community water system. This project will leverage the key learnings from other high penetration systems operating and in development in the Northwest Arctic Borough, including Kotzebue, Deering, Buckland, Shungnak-Kobuk, and Noatak. Upon completion of the project, this solar PV system will be transferred to ownership as an IPP by the Native Village of Selawik and sell power to the Alaska Village Electric Cooperative, similar to other projects in the region.

#### Ambler Fuel farm (updated)

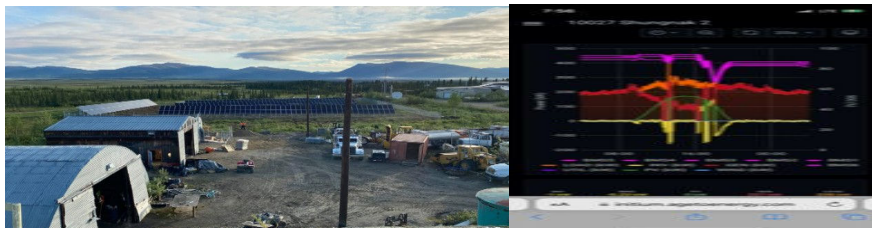
- Ambler City is pursuing a new Fuel farm and have received \$ 180,000.00 for engineering services from the VIF to get to shovel ready status at 95% design spec.
- Full construction of a new fuel farm is likely to be close to \$ 2 Mil.
- This is a collaborative effort together with AVEC.
- Summit Construction has been allowed the Engineering contract.
- Summit personal visited Ambler early November for site evaluation
- Various documents have been produced for 65% design.
- Funding for tanks have been procured from NANA VED
- The tanks were delivered to Ambler in mid September.
- Construction funding have been applied for thru direct appropriations and \$ 1.8 Mil has been assigned to Murkowski's short list. Last we heard we may get approximately \$ 650K. of the needed funds. Waiting for grant agreement.
- AEA has contacted Ambler and would like to contribute the last \$ 614K needed to construct the project. That will fully fund the project and can conceivably be completed by summer 2024.

#### Regional Solar PV projects

##### **Shungnak\_Kobuk IPP**

##### **223.5 Kw Solar with a 384kWh Battery data collection ongoing**

- Link to project; <https://initium.agetoenergy.com/login>
- User; Shungnak, password; shungnak2021
- This project has received a Microgrid Greater Good Award.
- And also received <https://www.energy.gov/communitysolar/sunny-awards-equitable-community-solar>
- The project now have over \$ 150K in their Energy fund from proceeds of selling electricity to AVEC.



## **Noatak Solar Battery IPP (updated)**

### **280.6 Kw Solar with a 460Kwh Battery**

We wrote a HECG (USDA) proposal for Noatak for 2020-21, to build a 280.6 Kw Solar PV and Battery solution for them. Meetings have been held in Noatak and also with AVEC to facilitate the creation of the Grant proposal

- Resolutions and support letters have been collected.
- This is a collaborative effort by the Energy Steering Committee.
- A new application to DOE Tribal energy. DOE recently allowed us to apply with a lower in kind of only 10% versus the earlier 50%. The project cost is anticipated at approximately \$ 2.7 Mil.
- We now have approval from FAA to construct the array and is conferencing with AVEC on the technical specifics of the project. FAA approved new site near airport
- RFP was been posted 2/8/2022 with a deadline at 2/28/2022. Two bids were received.
- MOA for IPP creation and working documents between NAB and Noatak is being reviewed.
- The contract was awarded to Alaska Renewable Industries (ANRI).
- Lease agreement with NANA has been signed.
- The project will have an expansion area for an additional 100Kw of Solar in the future.
- Equipment is being ordered.
- Groundwork was begun in October 2022.
- Engineering is 100% complete.
- Fire Marshall approval pending
- Boots on the ground by late April, some delays due to the cold weather and snowloads.
- Equipment is being shipped to the site in Noatak
- I visited the project 12-13th June and connected with Edna at the tribal office to deliver the PPA agreement for signing with AVEC.
- The project tracks fine and they have now started to build the Solar arrays with the battery to be delivered by Lynden Air just after 4th July.
- The project was commissioned in the week of 17th Aug. 2023.
- The community had a ribbon cutting ceremony the 21st July. That was a great success, we took up a lot of Hotdogs and hamburgers and cooked for the whole community for a celebration feast.













## Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930 [www.nwabor.org](http://www.nwabor.org)

**DATE:** September 07, 2023

**TO:** Dickie Moto, Mayor

**FROM:** Clara Jones, Public Services Director

**SUBJECT: DEPARTMENT REPORT TO ASSEMBLY THRU THE MAYOR**

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August was a busy month. Took some time off from work and back to the grind. The Main office boiler replacement grant completed and closed out. Kivalina Heavy Equipment Garage Renovation grant completed and closed out. Kivalina Heater Installation project grant completed and closed out. Work Truck Procurement project completed and closed out.

Turned in check request for Selawiks CUAP fuel delivered for this year. The Dozer and work truck made it to Kivalina via Barge for this years Kivalina Road Maintenance project. The NAB Flooring installing is still ongoing.

Having weekly meetings for the Kivalina Road Maintenance and VPSO Warm Storage weekly meetings to make sure we are all on top of our grants we administer in our department.

Working with DOT on the brush cutting projects. Ambler is just about completed with the project. Noatak is just about completed as well. Kobuk signed their MOA on the 6<sup>th</sup> and started. Buckland and Deering is waiting for their meetings next week. City of Shungnak is not open so we are going to work with the Native Village of Shungnak to see if they can administer the project and will let us know when they have their meeting soon. MOA's was sent to Noorvik, Kiana and Selawik.

*Going over all the grants that the Public Service Department administers in our department.*

#### *STATUS OF PUBLIC SERVICES ACTIVE PROJECTS*

---

*Project Name: Heater Repair Program*  
*Scope: Inspect, clean, and recalibrate residential boilers and Toyostoves*  
*Funding: Joint Initiative with NANA*  
*Project Phase: Maintenance*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*

*Status: Working with Northern Contractors & Consulting, LLC contact person is Cliff Johnson. After numerous emails the NAB/ NANA and Northern Contractors were able to go over the MOA's, agreements and signed off on this project to move forward. We plan on having a teleconference in the next couple days to prioritize which villages to start with, do outreach to set up a plan and start scheduling the villages to Inspect, clean, and recalibrate residential boilers and Toyostoves.*

---

*Project Name: Main Office Carpet Replacement*  
*Scope: Replace flooring and carpet in offices*  
*Funding:*  
*Project Phase: Purchase and install new carpet.*  
*Community: OTZ*  
*Manager: Dominic Ivanoff, Administrator*

*Status: Chip has resumed installing the new flooring since the new boilers were installed to the Borough. Most of the offices are completed. Waiting for more floor glue and supplies to come in to resume.*

---

*Project Name: Kivalina Road Maintenance Project*  
*Scope: Snow removal, resurfacing, dust control.*  
*Funding: FY23 General Fund*  
*Project Phase: Maintenance*  
*Community: KVL*  
*Manager: Clara Jones, Public Services Director*

*Status: Road maintenance is budgeted for 100K for FY24.*

---

*Project Name: Shelter Cabin Construction & Renovation*  
*Description:*  
*Scope: Construct new shelter cabins and renovate existing shelter cabins*  
*Funding: \$77K from FY22 General Fund for construction materials*  
*\$150K from FY23 General Fund for labor, parts, & supplies*  
*Project Phase:*  
*Community: All Villages*  
*Manager: Clara Jones, Public Service Director*

*Status: (Materials for 5 new cabins and 5 repairs are on hand)*  
*Chuck Schaeffer and Victor Stalker have been busy with prefab the Shelter cabins.*

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*Project Name: Security Camera Installation Project*  
*Scope: Purchase of cameras, licensing, and POS adaptors from Verkeda*  
*Funding: ARPA Fund*  
*Project Phase: Maintenance*  
*Community: OTZ, SHG, ABL, IAN, ORV, WTK, BKC, DRG*  
*Manager: Dominic Ivanoff, Administrator*

*Status: Cameras ordered for VPSO facilities. A virtual private network is needed.*

---

*Project Name: Public Safety Warm Storage Construction*  
*Scope: Construct 20' x 24' warm storage buildings for Search & Rescue/Fire Dept equipment storage in all villages, including electrical meter base, man and garage door access, and oil heater with fuel tank.*  
*Funding: FY23 General Fund + SOA Grant.*  
*Project Phase: Construction*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*  
*Status: We expanded this project to include WLK, OBU, SHG, ABL, & BKC. We've reached out to each village and identified existing vacant buildings to renovate. We met with LBB and determined a lease agreement would best serve the project due to the 20-year site control requirement. We're waiting for LBB to draft the lease.*

---

*Project Name: Buckland Kivalina VPSO Warm Storage Construction*  
*Description:*  
*Scope: Construct 16' x 20' warm storage units for VPSO equipment storage in Buckland and Kivalina, including electrical meter base, man and garage door access, and vented oil heater with fuel tank.*  
*Funding: \$107,500 FY22 General Fund – Encumbered & Lapsed*  
*Project Phase: Construction*  
*Community: BKC & KVL*  
*Manager: Chris Hatch, Public Safety Director*  
*Status: Got the agreement with City of Buckland on the building. Will move forward with the project.*

---

*Project Name: Kotzebue VPSO Warm Storage Construction*  
*Scope: Construct 16' x 20' warm storage building for VPSO program,*

*including electrical meter base, man and garage doors, and vented oil heater with fuel tank.*

*Funding: FY23 General Fund*  
*Project Phase: Construction*  
*Community: OTZ*  
*Manager: Chris Hatch, Public Safety Director*

*Status: This project postponed until village projects done per Mayor, but I'd like to get it moving by this summer, if possible, to use material.*

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*Project Name: Kobuk VPSO Warm Storage Construction*  
*Scope: Construct 16' x 20' warm storage building for VPSO vehicle storage in Kobuk, including electrical meter base, man and garage door access, and vented oil heater with fuel tank.*

*Funding: FY23 General Fund. Need to put out to bid.*  
*Project Phase: Construction*  
*Community: OBU*  
*Manager: Chris Hatch, Public Safety Director*

*Status: Materials stored in a connex were moved to School property for winter storage. Got site control via a land lease.*

---

*Project Name: VPSO Warm Storage Meter Base Relocation*  
*Scope: Relocate meter bases on four VPSO warm storage units to meet AVEC code requirements*

*Funding: \$15K FY23 General Fund*  
*Project Phase: Maintenance*  
*Community: Shungnak, Ambler, Kiana, Noatak*  
*Manager: Chris Hatch, Public Safety Director*

*Status: We'll install a platform starting in Ambler.*

---

*Project Name: VPSO Trilogy Lock Installation Project*  
*Scope: Purchase and install Trilogy Locks to all VPSO facilities.*

*Funding: State VPSO Grant Fund*  
*Project Phase: Maintenance*

Community: OTZ, SHG, ABL, IAN, ORV, WTK, BKC, DRG  
Manager: Dominic Ivanoff, Public Services Administrator

Status: Shungnak and Kiana are installed. Waiting to get  
Ambler, Noorvik, Noatak, Buckland and Deering  
installed  
3 more 2 more

---

Project Name: Buckland VPSO Residential Unit Renovation  
Scope: Renovate kitchen and bedroom sections.  
Funding: State VPSO Grant Fund  
Project Phase: Renovation  
Community: BKC  
Manager: Chris Hath, Public Safety Director

Status: Site control secured. Chip will assess jobsite and plan to  
resume renovation in-house this spring.

---

Project Name: Sulianich Maintenance Project  
Scope: Install three commercial doors and improve roof  
drainage  
Funding: FY23 GF  
Project Phase: Maintenance  
Community: OTZ  
Manager: Chip Field, Facility Director  
Status: 2 of 3 doors installed. Got one more door to do and the project will  
be closed

---

Project Name: Kivalina Stockpiled Aggregate

*Scope: Project associated with Kivalina Evacuation & School Site Access Road for road maintenance.*

*Funding: ARPA Fund.*

*Project Phase: Renovation*

*Community: KVL*

*Manager: Clara Jones, Public Services Director*

*Status: Dominic is getting price quotes for swing gates.*

*Project Name: Kotzebue Area Airport Vegetation Management*

*Scope: The scope of work will include vegetation management at Noatak, Buckland, Kiana, Selawik, Shungnak, Noorvik, Ambler, Kobuk, and Deering. This will include all necessary labor, management, and equipment necessary to perform this work as identified by the Department. All work must be completed by November 30, 2023.*

*Funding: Department of Transportation and Public Facilities \$160K*

*Community: Noatak, Buckland, Kiana, Selawik, Shungnak, Noorvik, Ambler, Kobuk and Deering.*

*Manager: Clara Jones, Public Service Director*

*Status: Received the MOA from Jason Sakalaskas, State contract person.*  
*Ambler- Last couple days of work to clean up the area & close out.*  
*Noatak IRA- Last few days of work and will close out.*  
*Kobuk- MOA signed 9/6 and started the project*  
*Shungnak IRA – will present it in the next meeting. City is not open.*  
*Buckland- will present it in the next meeting (Next week)*  
*Selawik- MOA sent.*  
*Kiana – MOA sent.*  
*Noorvik- MOA sent.*  
*Deering- will present it in the next meeting (Next week)*

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### *September report:*

#### *Kivalina:*

*GPS Alaska was able to get to Kivalina. They completed their work with a base station installed at the school. They then were able to install the units in both brand-new school buses. They also installed a unit in the boroughs brand new grader, and loader. We are in the works of getting them to do an hours' worth of training on using the equipment for our operators and bus drivers.*

*Chevy Truck has been delivered to Kivalina. Our operators in Kivalina were able to receive it. We are still working on where to keep it stored.*

*The Komatsu dozer has arrived in Kivalina. It is currently parked in our shop alongside our new grader. We are in the works for getting the operators some training on using that piece of equipment.*

*Northern Contractors were able to get to Kivalina and repair the roof. They stripped what was left of the old tin (more than half of it was blown off). They then proceeded to screw down ½ inch plywood along the entire roof. They then were able to install ice and water shield. Then proceeded to install the new tin roof. This portion of the project is done.*

*While there the contractors were able to also install the two brand new forced air heaters. This was needed for the new heavy equipment. All new heavy equipment now required a fluid called “DEF Fluid” this cannot be colder than 15 degrees. If that happens then it needs to be warmed up before use. So, these heaters were very much needed. This project is completed.*

*The contractors were also able to demo a small portion of the shop. There was a small room that held no heat and did not really serve a purpose as it wasn’t able to be sealed. So, in order to have more room for all the heavy equipment it was removed.*

*Gem Belamour (acting planning director) and I were invited to attend the state of Alaska’s community meeting in Kivalina for the first of a few meetings discussing the feasibility of moving or upgrading the airport in Kivalina. As a part of this trip, we were able to have one of the heads of DOT tour the road and inspect the cracks on the road. He was able to give direction to our operators on repairs. Those repairs have begun.*

*So as of this moment all the new equipment is now currently in Kivalina ahead of the winter season. We have some work ahead still. I plan to head to Kivalina the week of 9/11 to inspect the fuel farm where our fuel is stored for the shop and heavy equipment. We would like to get a meter on it. So that we can monitor how much fuel is used as this will be our 1<sup>st</sup> full winter with all the new equipment. This will help for future fuel purchases. We would also like to ensure that the location is secure with fencing and locks, and that the door to the fencing works properly.*

*Kotzebue:*

*NWAB carpet replacement project is about 70% done for the entire building. In my last report 80% of the top floor was done. Since then, a good portion of the 1<sup>st</sup> floor offices are done. This project is being done internally.*

*Fencing for the lot across from the school district has arrived. We have submitted a building permit with the City of Kotzebue on Tuesday 9/5 for their approval. Once that permit is approved, we will construct the 100’ x 120’ x 6’ fence on our lot. This fenced area will have a 14’ swing gate that will be secured.*



*The Mayors F-150 truck has arrived as the replacement for the chevy that we sent to Kivalina.*

*This concludes my September report.*

*Thank you.*

***Dominic Ivanoff***



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930

www.nwabor.org

**DATE:** September 7<sup>th</sup>, 2023

**TO:** Dickie Moto, Mayor

**FROM:** Gem Belamour, Acting Planning Director & Planning Administrator

**SUBJECT:** **ASSEMBLY DEPARTMENT REPORT THRU THE MAYOR**

---

*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

## **DAILY OPERATIONS REPORT BY PROGRAM:**

### **Acting Planning Director**

#### **Office and Communication:**

*Michael Baker, Intl: Reached out to Michael Baker regarding the status of the RPO documents, they have forwarded all documents for review that they have sent Clay. I am currently in the process of checking and reviewing the documents and the Planning Coordinator JD*

*RPO: Reached out to the cities, tribes, and major entities regarding the open seats for the NABRPO Commission. These are the responses I have received from so far:*

- *Kivalina: someone from the IRA submitted a letter of interest.*
- *Ambler: will double check with the tribe and tribe admin regarding their nomination for Seat H.*
- *Kobuk: they will be adding the discussion and nomination for Seat H to their agenda at their next city meeting (September 14<sup>th</sup>).*
- *Shungnak: contacted the city and tribe. Old city email cannot be accessed so they asked to resend the Public Notice to their new email. City will post the notice and will also put it on their website.*
- *Buckland: received the Public Notice and will make the announcement and repost the notice. Buckland IRA clerk will forward to the council and will try to get nominations before September 15.*
- *Deering: called Planning Commission member Kevin Moto since City and IRA*

were not able to answer the call.

- Kotzebue: reached out to Tessa Baldwin to see if they have any nominations for the seat. They hired a new City Planner and will see if they are interested in applying.
- NWABSD: reached out to Jazmine Camp to see if they have any nominations for the seat. Board President Margaret Hansen is interested.
- NANA: discussed the open seat with Liz Cravalho and she is discussing with other staff and heads at NANA to determine who the representative will be.
- Maniilaq: called HR to determine who best to reach out to but they did not answer, left a voicemail. No response yet.

**Please help with encouraging the cities, tribes, and entities to submit their nominations.**

*Kivalina & DOT Airport Relocation: Met with the residents of Kivalina with the DOT to discuss the city and tribe's opinion on either relocating or rehabilitating the airport. The DOT received good feedback from the residents. We also drove on the new Kivalina road to inspect damages. DOT was able to document the cracks and dips on the road.*

*Village house # Maps: Reached out to McClintock Land Associates regarding the status of the village house number and maps.*

*NOAA: Village aerial flyovers for 7 of our communities is being processed, needed for new maps for house number project.*

*Fencing Building Application: Completed and submitted for chain link fencing application on 3<sup>rd</sup> Ave.*

*Currently updating the Planning Department forms and the permit that are on the Borough website.*

*NAB Title 9 Monitoring: Coordinated with NANA Robbie Kirk and Liz Cravalho the status of the MOA for the Title 9 Monitoring Program. We are looking to schedule a meeting in the future to negotiate the "Time and Materials" portion of the MOA.*

*Texas A&M University: They provided a presentation and discussion regarding their One Health research study and the study they will be doing in Kivalina involving contaminants in subsistence foods.*

*Dr. Guido Grosse: Scheduling a meeting and presentation with NAB team and other entities. Dr. Grosse is looking to present remote sensing datasets and a new online tool for detecting permafrost disturbances and 2021 survey datasets from the region.*

*Buckland IRA: Reached out regarding the status of the Borough's Multi-Jurisdictional Hazard Mitigation Plan. They are interested in providing input and helping with the plan.*

## **Planning Commission:**

One Planning Commission seat and a youth representative seat available **please assist with nominations**

Next meeting scheduled for October 11 & 12 but not yet finalized

## **Planning Administrator**

### **Title 9 Permitting:**

#### **Approved Permits:**

- Title 9 Major Use Permit #101-03-23: NIHA Noatak Water & Sewer Extension
- Title 9 Major Use Permit #102-03-23: NIHA Ambler Brook St. & Shungnak Ave. Road Construction
- Title 9 Minor Use Permit #103-03-23: GCI Kivalina-Kotzebue-Deering Fiber Optic Connection and Cable Landing Station Gravel Pad
- Title 9 Conditional Use Permit #104-03-23: Noorvik IRA Middle Cemetery Road Construction
- Title 9 Minor Use Permit #105-03-23: Teck American Incorporated Red Dog Mine Contractor Camp Interior Renovations
- Title 9 Conditional Use Permit #106-03-23: Ambler Metals LL Upper Kobuk Mineral Project
- Title 9 Conditional Use Permit #107-03-23: Valhalla Metals Ambler Mining District Mineral Exploration
- Title 9 Conditional Use Permit #108-03-23: Drake Construction Inc. Noorvik Hotham Peak Gravel Extraction
- Title 9 Major Use Permit #111-03-23: NANA Construction Selawik Village Office Construction
- Title 9 Major Use Permit #112-03-23: NANA Construction Kivalina Village Office Construction
- Title 9 Major Use Permit #113-03-23: NANA Construction Shungnak Village Office Construction
- Title 9 Minor Use Permit #114-03-23: Teck American Incorporated LIK Mineral Exploration
- Title 9 Minor Use Permit #115-03-23: AKDOT&PF Kivalina Temporary Wind Measuring Tower
- Title 9 Minor Use Permit #116-03-23: Native Village of Buckland Tiny Homes Construction

#### **Partially Approved Permit:**

- Title 9 Major Use Permit #110-03-23: OTZ Telephone Village Connect Project

#### **Permits for Public Comment:**

- Title 9 Major Use Permit #118-03-23: City of Kobuk Community Building Construction

*Pending Permits:*

- Title 9 Major Use Permit #117-03-23: City of Noorvik Sewage Lagoon Replacement & Access Road – Site Control Needed

***Trainings:***

- Floodplain Management Trainings
  - o NFIP Substantial Damage Basics & Post Storm Workshop

Below is a list of Title 9 Permits for FY23:

Permit #	Permit Type	Permittee	Project Description	Date of Issue	Expires On
101-03-23	Major Use	Northwest Inupiat Housing Authority	Noatak Water and Sewer Main Extension	03/21/23	12/31/24
102-03-23	Major Use	Northwest Inupiat Housing Authority	Ambler Brooke Street and Ambler Avenue Road Completion	03/21/23	12/31/24
103-03-23	Minor Use	GCI Communication Corp	GCI Kivalina-Kotzebue-Deering Fiber Optic Cable Connection and Cable Landing Station Gravel Pad Construction	03/10/23	12/31/23
104-03-23	Conditional Use	Noorvik Native Community	Noorvik Middle Cemetery Road Construction	05/08/23	12/31/25
105-03-23	Minor Use	Teck American Inc.	Red Dog Mine Contractor Camp Interior Renovations	02/15/23	12/31/24
106-03-23	Conditional Use	Ambler Metals LLC	Upper Kobuk Mineral Project	05/08/23	12/31/26
107-03-23	Conditional Use	Valhalla Metals Inc.	Ambler Mining District	05/08/23	12/31/26
108-03-23	Conditional Use	Drake Construction Inc.	Noorvik Hotham Peak Gravel Extraction	05/08/23	12/31/23
109-03-23	Conditional Use	Native Village of Deering	Deering Road Maintenance, Gravel Extraction & Gravel Pad (Amendment of CU Permit #117-03-22)	05/08/23	12/31/26
110-03-23	Conditional Use	OTZ Telephone Cooperative, Inc.	OTZ Telephone Village Connect Project	Partially Approved on August 24, 2023	
111-03-23	Major Use	NANA Construction	Selawik Village Office Construction	06/23/23	12/31/24

112-03-23	Major Use	NANA Construction	Kivalina Village Office Construction	06/23/23	12/31/24
113-03-23	Major Use	NANA Construction	Shungnak Village Office Construction	06/23/23	12/31/24
114-03-23	Minor Use	Teck American Incorporated	LIK Mineral Exploration	04/20/23	12/31/26
115-03-23	Minor Use	AKDOT	Kivalina Temporary Wind Measuring Tower	07/11/23	12/31/25
116-03-23	Minor Use	Native Village of Buckland	Tiny Homes Construction	08/31/23	12/31/24
117-03-23	Major Use	City of Noorvik	Sewage Lagoon Replacement & Access Road	Pending – Site Control Needed	
118-03-23	Major Use	City of Kobuk	Community Building Construction	Public Comment Period Until 09/28/23	



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** September 7, 2023  
**TO:** Dickie Moto Sr., Mayor

**FROM:** Chris Hatch, Director of Public Safety

**SUBJECT: MONTHLY REPORT TO ASSEMBLY THROUGH THE MAYOR**

---

*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

**Public Safety Director, Chris Hatch**  
**September 2023 Report**

Our Focus with the VPSO program continues to be on recruitment and hiring. In August we manned a state fair recruiting booth that brought us hundreds of contacts and several completed VPSO Applications. We were also able to interview two candidates and sent out one offer letter. SAR is preparing for the winter season by cleaning organizing and installing safety equipment (first aid kit, eye wash station) and a large locking toolbox in the SAR shop. Fire Department is working to add additional trainings to the three already planned for this FY.

We have also been focused on several of our construction or rehab projects with groundwork in Noorvik being completed and the RFP published for the Rehab itself. In BKL we have had a team out to level the new SAR/Fire Shop and are planning to publish an RFP for the remainder of that work before the end of September. In Selawik we have received quotes for what we call phase one of the SAR/Fire warm storage which will be to provide temporary access and heating/electrical so that the community has a fire department storage area that is heated and usable this winter, with the remainder of the building rehab scheduled for next summer.

The following is a representative list of priority projects we are working to complete or have completed in the last month.

- Our highest (planning) priority for the next couple of months will be to develop solid action plans for each of the Strategic priorities along with estimated costs for each item and in some cases multiple options that we envision for meeting that priority. When these action plans are completed, we will submit them to the Public Safety commission and the Assembly for final approval and approval of any required additional budget that may be needed.



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- We are partnering with Department of military and veteran affairs homeland security on a multi-jurisdictional hazard mitigation plan for the region.
- ARPA Fire Department fund Spend down.
- Receiving and shipping to communities, fire equipment that has already been ordered and received.
- Planning for Fall trail maintenance and marking, and we have received most of the needed reflective tape for FY24 trails.
- We are continuing to work with Facilities and economic development on the Kobuk warm storage projects. A large hurdle has been securing a gravel source for this project.

## **Public Safety Administrator, Saima Chase**

### **September 2023 Report**

In August I attended the FEMA 0449 train-the-trainer course in LA put on by TEEX. This class was 5 days long, some days 10 hours a day, and upon completion I am able to conduct FEMA training under the State of Alaska's Department of Homeland Security and Emergency Management. I am still currently waiting for my certificate from FEMA. In August I also assisted Matt Will and VPSO Jeff Petzolt at the Alaska State Fair recruitment booth. We had 2 applicants complete their eligibility form which I was able to notarize there at the fair.





# Northwest Arctic Borough

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## **Search and Rescue Coordinator, Shauntai Shroyer:** **September 2023 Report**

Village	# of SAR's	Between villages?	Resolved:
Ambler	0		
Buckland	3	Yes	Yes
Deering	0		
Kiana	0		
Kivalina	0		
Kobuk	0		
Noatak	1	Yes	Yes
Noorvik	0		
Selawik	0		
Shungnak	0		
Kotzebue	1	Yes	Yes

Five active SARs for the month of August, 5 overdue travelers and all returned home safely. Have received 1/3 moa for snowmachines, 1 completed, 1 signed and waiting for the resolution and waiting on the last form. They are stickered up and ready to go to each village, will get them going as soon as they turn in the completed forms.



# Northwest Arctic Borough

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## **Interim VPSO Program Coordinator, VPSO Matthew Will:** **August 2023 Report**

- The VPSO program hired one VPSO in August. The Program currently has the budget for 7 funded FTE positions in FY24. Of those positions 5 are currently filled, two (2) officers are scheduled to attend the Spring academy beginning in February, Two (2) officers will be receiving their fire certifications this year so that they will become fully certified VPSOs, and Three (3) need ETT training for certification. We have three (3) candidates that have turned in all of their paperwork and are in various stages of the hiring process. In August we had officers working 2 weeks on/off in the communities of Shungnak and Kiana.
- Our team spent time at the Alaska State Fair hosting a recruitment booth interacting with the public for the purpose of attracting more attention to the VPSO program and hire additional, much needed VPSOs.
- We were awarded \$1,340,468 for FY24 and a one time additional \$500,000 in funding for positions.
- Construction is set to begin on the renovation of the VPSO housing unit in Noorvik with plans to have it completed in the near future.
- All VPSO Grant reporting is up to date.



# Northwest Arctic Borough

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## **Fire Safety Coordinator, Hans Nelson** **August Report 2023**

During this reporting period, Fire Safety Coordinator worked on ARPA spend down and provided quotation summaries for fire tools, ladders, and generators. Other areas included Rural Fire Protection Operations training in Ambler, AK. The training occurred August 7-11, 2023 in which we were joined by certified fire instructor, Ernie Misewicz, from the State Training Office.

The Fire Department had two fire incidents for the month of August in the Communities of Ambler and Kivalina. Suspected arson was involved in the Ambler fire incident but no investigation was carried out because of lack of information. The cause of the fire incident in Kivalina is unknown. No injuries and fatalities on either incident occurred. The following measurable outcomes occurred during the reporting period:

### **Fire Prevention Activity**

- Provided a fire prevention message with KOTZ Radio and discussed the ongoing events with the Alaska Wildland fires updates and air quality.

### **Fire Training Activity**

- Rural Fire Protection Operations training will occur this month starting August 7-11, 2023 in the Community of Ambler. State Fire Marshall Lloyd Nakano was scheduled to join us but did not due to conflicting scheduling.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-49**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH  
ASSEMBLY ACCEPTING AN FY24 VILLAGE PUBLIC SAFETY  
OFFICER GRANT AND FOR RELATED PURPOSES**

**WHEREAS:** the Northwest Arctic Borough Assembly is the governing body of the Northwest Arctic Borough; and

**WHEREAS:** the Assembly desires to ensure the safety and well-being of Borough residents in all of its communities; and

**WHEREAS:** the State of Alaska Department of Public Safety, Division of Alaska State Troopers implements the Village Public Safety Officer (VPSO) Program under AS 36.30; and

**WHEREAS:** the State awarded the Borough \$1,840,468.00 for its FY24 VPSO Program; and

**WHEREAS:** the Northwest Arctic Borough is a qualified entity to accept this Grant under AS 18.85.670 for a performance period from July 1, 2023 to June 30, 2024; and

**WHEREAS:** the Borough Public Safety Department will utilize these funds to implement its FY24 VPSO Program.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough accepts the FY24 VPSO Grant in the amount of \$1,840,468.00 and authorizes the Mayor to execute all necessary documents required for acquisition, management, and expenditure of these funds for the Borough's VPSO Program.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

---

**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

---

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

---

**Stella Atoruk, Borough Clerk**

**ATTEST:**



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Public Safety

OFFICE OF THE COMMISSIONER  
Village Public Safety Officer Program

5700 East Tudor Road  
Anchorage, Alaska 99507-1225  
Main: 907.334.2243

July 12, 2023

Mayor Dickie Moto  
Northwest Arctic Borough  
PO Box 1110  
Kotzebue, AK 99752

Dear Mayor Moto:

It is my pleasure to award Northwest Arctic Borough a Village Public Safety Officer (VPSO) grant for the fiscal year (FY) 2024. NAB's grant this year is \$1,8340,468.00 made of two separate fund sources, \$1,340,468.00 reflective of the statewide program's appropriation increase for FY24 which was split among the regional programs; and an additional \$500,000.00 specifically awarded to NAB by the legislature for new positions. Because these were appropriated and justified separately, we'll need to separate reporting of expenses and I ask your staff to work with mine to establish necessary distinctions and processes.

With recent law changes and with intent language from the Legislature, the program now has greater opportunities to provide safer communities. We gained clarity on administering the program, with funding for traveling VPSOs to serve multiple communities, facility support, and essential equipment. The Legislature opened the door to funding Regional Public Safety Officer appointments, other necessary administrative and program support positions, and activities such as youth recruitment opportunities and the potential assignment of a VPSO fulltime at the DPS academy in Sitka. Obviously, we will want to be very frugal about other positions and justify them well, always protecting the priority for VPSOs in villages, but these are flexibilities are necessary to build stronger programs.

Together, we are working hard to improve public safety for rural villages, and we are making progress, but not everywhere. When I came to this program, there were about 47 VPSOs across Alaska, now we are near 70, and 10 more positions were approved by the legislature this year. That is good progress, but I know we are nowhere near done when there are villages without VPSO which want them.

My office has worked cooperatively with NAB to revive and improve your regional program and we'll continue to support you to serve communities left unserved or underserved. The primary purpose of the program remains the same to appoint, train, supervise, support, and retain persons to serve as VPSO, creating a safe environment in all communities associated to the program. Presence is our goal.

I look forward to supporting you in any manner I can to better serve communities through this essential program.

Sincerely,

Joel L. Nard  
DPS VPSO Program Director

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY  
VILLAGE PUBLIC SAFETY OFFICER PROGRAM



**PROGRAM GRANT AGREEMENT**

TO

**Northwest Arctic Borough**

FOR STATE FISCAL YEAR 2024

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## APPENDICES

- A. Village Public Safety Officer Salary Schedules
- B. Probation and Parole
- C. Standard Operating Procedures
- D. VPSO Program Statutes 18.65.670-688 and Regulations (13 AAC 96.010 – 13 AAC 96.900)
- E. Audit Requirements (2 AAC 45.010)
- F. Unlawful Employment Practices; Exception (AS 18.80.220)



State of Alaska

**Department of Public Safety**

**Village Public Safety Officer Program Grant Recitals**

- 1.1 This Grant is made by the State of Alaska, Department of Public Safety, Village Public Safety Officer Program hereafter referred to as “the Department” to the Northwest Arctic Borough, (NAB) a nonprofit regional corporation, Alaska Native organization, municipality or organized borough, hereafter referred to as “the Grantee”, individually, a “Party” and, collectively, “the Parties”.
- 1.2 The Department is authorized to make this Grant pursuant to AS 36.30 and a delegation of Departmental Purchasing Authority by the Commissioner of Administration to the Commissioner of Public Safety.
- 1.3 The Grantee is a nonprofit regional corporation, municipality or organized borough qualified to enter into this Grant Agreement pursuant to AS 18.65.670.

The Parties agree to the following terms and conditions of this Grant, including Appendices A, B, C, D, E and F.

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

GRANTEE

---

Joel Hard  
Director, Village Public Safety Officer Program

---

Dickie Moto  
Mayor

---

Date

---

Date

DEPARTMENT OF CORRECTIONS

---

Jen Winkelman  
Director, Division of Probation and Parole

---

Date

## A. GENERAL PROVISIONS

### 1.0 Definitions

- 1.1 In this Grant Agreement, unless the context requires otherwise,
- 1.1.1 “Alaska State Trooper Command Staff” or “AST” means commissioned members of the Alaska State Troopers;
  - 1.1.2 “Commissioner” means the Commissioner of the Department of Public Safety;
  - 1.1.3 “Department” means the Village Public Safety Officer Program, Department of Public Safety (DPS);
  - 1.1.4 “Director” means the Director of the Village Public Safety Officer Program within the Department of Public Safety.
  - 1.1.5 “DPS VPSO Program Coordinator” means the Department statewide program coordinator for the State of Alaska;
  - 1.1.6 “DPS VPSO Training Manager” means the person assigned by the Department to coordinate officer training and support for the VPSO Program;
  - 1.1.7 “Governing body” means the elected city council, tribal council, or elders council that the state or grantee recognizes as having governmental functions;
  - 1.1.8 “Grantee” means a Nonprofit regional corporation, Alaska Native organization, organized borough or municipal government granted funds for a Village Public Safety Officer program under AS 18.65.670 for the benefit of the people of a specific geographic or cultural region of the state;
  - 1.1.9 “Grantee’s region” or “its region” means the participating villages that are located within the region that the grantee serves;
  - 1.1.10 “Oversight or Support Trooper” – Trooper designated by the local detachment to the village supporting said VPSO;
  - 1.1.11 “SOP” or “SOP manual” refers to the VPSO Standard Operating Procedures Manual.
  - 1.1.12 “Scope of Work” means the appointment, training, supervising, and retaining of persons to serve as a VPSO to provide protection of life and property in rural areas and provide probation and parole supervision, as defined under AS 18.65.670.
  - 1.1.13 “State” means the State of Alaska, and includes its departments, agencies, employees, agents and officials;
  - 1.1.14 “VPSO” means a person employed by the Grantee as a Village Public Safety Officer under AS 18.65.672 and this Grant;
  - 1.1.15 “VPSO Coordinator” means a person employed by the Grantee who supervises the VPSOs and manages the VPSO Grant;
  - 1.1.16 “VPSO Program” means the Village Public Safety Officer Program established under AS 18.65.670;
  - 1.1.17 “Work-week” as defined by the Grantee’s written personnel policies;

## A. GENERAL PROVISIONS

### 2.0 Limitation

- 2.1 If any section of this Grant Agreement is inconsistent with any applicable state statute or regulation, the state statute or regulation supersedes the section of this Grant Agreement.

### 3.0 Term and Termination

- 3.1 The term of this Grant Agreement begins July 1, 2023 and ends June 30, 2024.
- 3.2 The term of this Grant Agreement may be extended for additional periods by written agreement of the Parties.
- 3.3 The Department may terminate this Grant Agreement, in whole or in part, in accordance with AS 18.65.670 in Appendix D.
- 3.4 In the event of termination, the Department is liable to the Grantee for payment for services rendered by the Grantee up to the effective date of termination.
- 3.5 The Grantee may terminate this Grant Agreement upon 60 days written notice provided to the State.

### 4.0 Assignment and delegation

- 4.1 This Grant Agreement may not be assigned by either Party nor may the duties, rights or responsibilities of either Party under this Grant Agreement be delegated to any third party without the prior written consent of the other Party.

### 5.0 No reimbursement for additional services

- 5.1 The Grantee is not entitled to reimbursement for additional services not specifically identified in this Grant Agreement, unless the Department approves those services in writing or by electronic mail before the services are provided.
- 5.2 The Department may require the Grantee to present documentation of the costs of additional services as a condition of reimbursement.
- 5.3 The Grantee is under no obligation to provide additional services not specifically identified in this Grant Agreement unless the Department has funding available to pay for those services and agrees to do so as provided in 5.1 above.

### 6.0 No employment relationship

- 6.1 The Grantee and its officers, agents, and employees, including VPSOs, are not employees of the Department or the State of Alaska.

### 7.0 Compliance with laws

- 7.1 The Grantee and its officers, agents and employees shall comply with all applicable federal and state laws, rules, and regulations during the performance of services funded by this Grant Agreement, including, but not limited to, those related to taxes and the following:

AS 18.65.670-688, Village Public Safety Officers Program;

## A. GENERAL PROVISIONS

13 AAC 96, Village Public Safety Officer Program;  
2 AAC 45.010, State of Alaska Audit Requirements;  
AS 18.80.200, Unlawful Employment Practices;

### 8.0 Inspection of premises, records, and reports

- 8.1 The Department may inspect in cooperation with the Grantee, with reasonable notice and during normal business hours, the Grantee's facilities used in performing this Grant Agreement, its records relating to this Grant Agreement, and its activities under this Grant Agreement, including but not limited to policies and procedures and internal controls related to VPSO grant activities.

### 9.0 Retention of records

- 9.1 Financial records, supporting documents, and all other records pertinent to this Grant Agreement shall be retained by the Grantee for a period of three years from the date of submission of the final expenditure report, with the following qualifications:
- 9.2 If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9.3 The Department shall maintain the security of all records provided to the Department by the Grantee.
- 9.4 The Department will make available emails sent and received by grantee employees in the state system upon request for work related processes such as; discipline, litigation, lawsuits, etc.

### 10.0 Dispute resolution

- 10.1 Any dispute relating to this Grant Agreement that is not resolved by mutual agreement between the DPS VPSO Program Coordinator and the Grantee's VPSO Coordinator shall be submitted to the Director of the Village Public Safety Officer Program. The Director's decision shall be in writing and shall be issued within 10 days of the date the dispute is submitted.
- 10.2 The Grantee may appeal the Director's decision in writing to the Commissioner within 30 days from the date of receipt of the Director's decision. Pending the Commissioner's decision, the Grantee will continue to perform services under this Grant Agreement in accordance with the Director's decision.
- 10.3 The Commissioner shall issue a written decision within 30 days of the date the appeal is submitted. The Commissioner's decision is the final administrative decision of the Department and may be appealed in accordance with applicable court rules.
- 10.4 The Trial Courts for the State of Alaska, Third Judicial District at Anchorage, shall have jurisdiction and venue over an appeal of a decision by the Commissioner.
- 10.5 The provisions of this Grant Agreement shall be construed in accordance with the laws of the State of Alaska.

## A. GENERAL PROVISIONS

### 11.0 Notices

11.1 All notices required to be given under this Grant Agreement shall be delivered to the Parties at the following addresses:

11.1.1 For the Department, the DPS VPSO Program Coordinator:

Dianna Thornton  
DPS VPSO Program Coordinator  
Village Public Safety Officer Program  
5700 E. Tudor Road  
Anchorage, Alaska 99507

11.1.2 For the Grantee, the VPSO Coordinator:

VPSO Coordinator Patrick Warner  
Northwest Arctic Borough  
PO Box 1110  
Kotzebue, AK 99752

## B. SCOPE OF WORK

### 1.0 Responsibilities of Grantee

- 1.1 The Grantee shall, in accordance with AS 18.65.670 and 13 AAC 96.040 and subject to funds appropriated to the Grantee under this Grant Agreement, administer the VPSO program to communities/villages in the region or regions for which it is responsible. The Grantee will determine which communities/villages within its region are provided with a VPSO, taking into consideration the need of the village and its willingness and ability to support VPSO activities under 13 AAC 96.040.
- 1.2 The Grantee shall enter into agreements with villages under 13 AAC 96.050 and shall employ VPSOs qualified in accordance with AS 18.65.672.090.
- 1.3 The Grantee shall make written notification to the Department within 3 working days when a VPSO is hired, transfers to another community or separates from their program in accordance with AS 18.65.670.
- 1.4 Upon notification to the Department, the Grantee may:
  - 1.4.1 Reassign a VPSO from one community/village to another, within the region which it administers the VPSO program;
  - 1.4.2 Employ a VPSO to work an alternate work schedule. Examples are but not limited to a week on week off, a 2 week on and off, or a rover schedule;
  - 1.4.3 Designate, or deploy as needed, a VPSO on special assignment outside of the VPSO's assigned community/village for law enforcement related activities (Field Training, Search and Rescue, additional Law Enforcement, or public safety presence). When feasible, these activities will be coordinated prior to the event with the Grantee's AST detachment point of contact either by verbal or written communication. The intent is to assure effective use of logistical support, accommodating the community's public safety needs.
- 1.5 Scope of Work is defined as the appointment, training, supervising, and retaining of persons to serve as VPSOs that provide the protection of life and property in rural areas and provide probation and parole supervision. Funding for the Grantee will be based on the scope of work, approved activities, and budget narrative submitted with the application and is considered part of this Grant Agreement. Purchases related to the scope of work are to follow Grantee's procurement policies and may be delegated by the Grantee to the VPSO Coordinator.
- 1.6 The Grantee may permit a VPSO meeting the qualifications under AS 18.65.678 to carry a firearm in the performance of their duties. The Grantee shall:
  - 1.6.1 Notify the Department and submit a written report within 3 working days about an incident where a VPSO points any firearm in the direction of any person or fires any firearm while on duty;

## B. SCOPE OF WORK

- 1.6.2 Shall provide, for Department review, the name of each VPSO that is authorized to carry a firearm.
- 1.7 The salary schedules for VPSO positions, included within Appendix A to this Grant Agreement, will be reviewed annually. The Grantee will not be reimbursed under this Grant Agreement for any VPSO salary greater than provided in the schedule, and must comply with the other provisions of Appendix A. It will be the decision of the Grantee to determine what benefits will be provided to the Village Public Safety Officers. The total benefit package will not be less than that which is provided to regular employees of the Grantee.
- 1.8 The Grantee is authorized to pay the salary for a VPSO that is placed on paid administrative leave for up to five (5) days with funds allocated under this Grant Agreement. Additional paid administrative leave days may be expensed to the grant after consultation with the DPS VPSO Program Coordinator.
- 1.9 A Department background investigation conducted under AS 18.65.674, which includes criminal investigations and criminal history records, is criminal justice information. The Grantee shall not release or confirm the existence or nonexistence of criminal justice information to any person, not authorized to receive the information, per AS 12.62.160 and the FBI Security Policy.
- 1.10 Disclosure by the Grantee of an ongoing criminal investigation could jeopardize an investigation; therefore, the Grantee agrees to keep any criminal justice information or knowledge of a criminal investigation including an investigation into a VPSO or VPSO Coordinator confidential and will not disclose any information related to an investigation or criminal justice information received from the Department.
- 1.11 The individual designated by the Grantee to review the results of an investigation conducted by the Department may not store, retain, share, or disseminate in any manner the results of a Department investigation which includes criminal justice information.
- 1.12 The Grantee may employ a VPSO Coordinator to serve as the primary liaison with the Department. The Grantee may use funds allocated under this Grant Agreement, to pay the salary of a VPSO Coordinator for activities that are directly related to the management of the Grantee's VPSO Program.
- 1.12.1.1 The VPSO Coordinator or grantee designee must obtain a criminal justice information security clearance from the Department to review the result of the background investigation if the Department conducts one on a VPSO applicant as authorized under AS 18.65.674.
- 1.12.2 The VPSO Coordinator or their designee will make every reasonable effort to attend all required program meetings scheduled by the Department.
- 1.12.3 The VPSO Coordinator or their designee may be required by the Department to attend trainings, workshops, or other professional development activities. Any expenses for such

## B. SCOPE OF WORK

activities shall be paid by the Department either directly or may be expensed to the budget allocated under this Grant Agreement. This does not preclude the VPSO Coordinator from attending other professional development activities to be paid under this Grant Agreement.

- 1.13 The Grantee may authorize leave without pay. During leave without pay in circumstances governed by state or federal law, including but not limited to Family Medical Leave Act (FMLA) or Alaska Family Leave Act (AFLA), health insurance and other insurance coverage, will be paid in accordance with state or federal law. For all other leave without pay circumstances all benefits will cease being covered by this Grant Agreement. In circumstances not mandated by state or federal law, health or other insurance coverage will not be reimbursed beyond the end of the month during which the leave without pay began. This does not restrict the Grantee from using other funds not related to this Grant Agreement.
- 1.14 The Grantee shall make progress reports in the manner and at the times the Department reasonably requires.
- 1.15 The Grantee shall retain sufficient documentation to allow an annual detailed financial and program review of its performance of this Grant Agreement. Upon request and when given reasonable time to respond, the Grantee shall provide such documentation to the Department.
- 1.16 The Grantee shall provide, for the Department's review, annual financial audits that satisfy the requirements of 2 AAC 45.010. This report will be due the earlier of 30 days after the Grantee receives its audit report, or nine months after the initial expiration date of the previous grant period, unless a later report is permitted by the Department in conformance with 2 AAC 45.010(b). Single audits do not entirely eliminate the possibility that additional audit work may be required. The Department may, under certain conditions, conduct or request a program evaluation. However, in no event shall a Grantee be subject to additional audit(s) for periods preceding the most recent Grant Agreement end.
- 1.17 Before employing a VPSO under this Grant Agreement, the VPSO Coordinator shall provide to the Department, documents required by the Department including: the Department background clearance documentation, personal medical forms, completed application, proof of age, citizenship status, education, and fingerprints for VPSO applicants. These documents will be used by the Department to verify the eligibility of the applicant and to perform a fingerprint-based Criminal Justice Security Clearance as required under AS 18.65.674.
- 1.18 The Grantee will ensure, with cooperation of the Department, that VPSOs employed for the Grantee will adhere to the Department of Public Safety Operating Procedures Manual, the VPSO certification training, other approved training received and the VPSO Standard Operating Procedure (SOP) manual, included as Appendix C to this Grant Agreement.
- 1.19 The SOP manual contains standard procedures relevant to the VPSOs duties and responsibilities as Peace Officers in relation to their public safety responsibilities and law enforcement actions.
  - 1.19.1 The SOP manual is a procedural document for VPSOs, VPSO Coordinator, and the



## B. SCOPE OF WORK

Department, and shall not supersede or override laws or regulations.

- 1.19.2 The SOP manual is designed to provide standardized guidance and instructions to the VPSO related to the performance of their duties. Each VPSO is responsible for understanding and following the intent and spirit of the SOP manual.
- 1.19.3 Violations of the SOP manual may form the basis for administrative action by the Grantee and may result in disciplinary action, up to and including dismissal. Violations may also result in revocation of VPSO certification by the Department.
- 1.19.4 The SOP manual shall be updated or changed only after consultation with the participating Grantees. The SOP manual or sections of the manual will be reviewed annually by the Department and the Grantee. Suggestions and recommendations from either the Department or the Grantee may be considered throughout the year for adoption into the SOP manual. Until revisions are adopted and finalized into a new SOP manual, the most recent, finalized SOP manual shall remain applicable. The recommendations will be made to the Department and Grantee for final review and adoption by mutual consent between the Grantee and Department.
- 1.19.5 The Grantee will ensure, with the cooperation of the Department, that armed VPSOs will adhere to the qualifications and training standards in the approved SOP manual.
- 1.19.6 Emergency changes to the SOP manual due to changes in law or best practice will only be made after consultation and notification is provided in writing to the Grantee.
- 1.19.7 Due to the unique nature and activities of the VPSO program the SOP manual ensures compliance with law enforcement and public safety procedures and best practices. The procedures contained in the SOP manual apply to all VPSOs. The VPSO is also responsible for understanding and following Grantee policies and procedures not addressed in the SOP manual.
- 1.20 Due to the nature and activities of the VPSO program the Grantee will coordinate non-Department provided training with the DPS VPSO Training Manager to ensure compliance with State law and training practices.
- 1.21 The Grantee will ensure that the VPSO makes at a minimum monthly contact with the designated Oversight or Support Trooper.
- 1.22 The Grantee will notify the Department within 24 hours of any criminal complaints against a VPSO or VPSO Coordinator received by the Grantee.
- 1.23 VPSO attending VPSO academy training will be required to meet a minimum physical fitness standards for enrolling in and graduating from VPSO certification training.
  - 1.23.1 Physical fitness entrance standards to VPSO academy are the 10th Percentile of the Cooper

## B. SCOPE OF WORK

Standard: a minimum of 10 push-ups, 17 sit-ups in 1 minute and run 1.5 mile in 17:00 minutes.

1.23.2 The entrance fitness standards will be verified through a proctored physical fitness test coordinated by the VPSO Coordinator and results submitted to DPS for retention in the VPSO's training records.

1.23.3 Physical fitness graduation standards are the 50th Percentile on the Cooper physical fitness standard: a minimum of 32 push-ups, 32 sit-ups in 1 minute and run 1.5 mile in 14:29 minutes.

### 2.0 Responsibilities of the Department

2.1 The Department shall coordinate with the Grantee for the timely processing of VPSO applications.

2.1.1 If a VPSO applicant is denied by the Department clearance to criminal justice information due to a misdemeanor criminal conviction which does not disqualify the applicant from eligibility as a VPSO, after consultation with the VPSO Coordinator, the Department shall seek a waiver in all cases except where the applicant has been convicted of a crime involving dishonesty, moral turpitude or theft. Under no circumstances shall the Department seek a waiver for the conviction of a felony.

2.2 The Department will provide the Grantee and VPSOs with general advice, support and assistance in matters relating to public safety. Operational advice may come directly from an Oversight or Support trooper.

2.2.1 An Alaska State Trooper acting in the capacity as an Oversight or Support Trooper may conduct a minimum of two (2) on-site visit per year with each VPSO. The Trooper may at a minimum make monthly contact with the VPSO. Travel will be coordinated to the maximum extent possible with visits by the VPSO Coordinator.

2.2.2 The Trooper will report the observations of each VPSO's performance to the VPSO Coordinator within 5 working days of the on-site visit and, as appropriate, make suggestions for improvement and report positive performance and information.

2.2.3 If the Department believes a VPSO is not performing satisfactorily, or in accordance with the standards of AS 18.65.686, the Department will notify the VPSO Coordinator as soon as reasonably possible.

2.2.4 Disagreements concerning the employment of a VPSO are subject to the dispute resolution provisions of Part A of this Grant Agreement.

2.3 The Department shall provide certification training for VPSO applicants meeting the requirements of AS 18.65.676 and 18.65.678.

2.3.1 Upon request from the VPSO Coordinator the Department may provide initial field training and mentoring.

## B. SCOPE OF WORK

- 2.3.2 The Department may provide continuing training to VPSOs, both on-site in the villages and in regional or state population centers in consultation with the VPSO Coordinator.
  - 2.3.3 Travel arrangements made by the Department shall comply with the State of Alaska rules on travel expenses and per diem at current rates taking into account if room and board is provided.
  - 2.3.4 Training by or through the Department will be coordinated with the VPSO Coordinator.
  - 2.3.5 During training provided by the Department, the VPSO shall adhere to the rules of the training facility, the SOP manual, and the Department. Violation of a training rule may be grounds for expulsion from the training.
  - 2.3.6 If a VPSO who is directed to participate in training fails to show up for that training, refuses to participate, is discharged from the training or terminates the training without cause; disciplinary action may be recommended to the Grantee, and the Department may seek reimbursement of any training costs from the Grantee.
  - 2.3.7 The Department will make reasonable effort to consult with the VPSO Coordinator to discuss any training concerns regarding a VPSO. The Department and the Grantee will jointly determine a resolution through the consultation process.
  - 2.3.8 The Department will notify the Grantee about an incident where a VPSO points any firearm in the direction of any person or fires any firearm while on duty.
  - 2.3.9 The Department will notify the Grantee within 24 hours of any criminal arrest or charges filed against a VPSO or VPSO Coordinator forwarded by the Department. The Department may notify the Grantee of a criminal investigation involving a VPSO or VPSO Coordinator as a suspect dependent upon the investigative nature and status of the incident.
- 2.4 If the Department takes action under AS 18.65.684 to deny or revoke a VPSO certificate held by an VPSO while an employee of the Grantee, the Department shall provide the Grantee with written notice of the denial or revocation of a VPSO certificate.

### 3.0 Equipment

The Grantee and the Department agree that:

- 3.1 The Department will issue accountable and sensitive property when requested by the VPSO Coordinator to a VPSO as outlined in the Standard Operating Procedure (SOP) manual.
  - 3.1.1 Each VPSO is responsible for keeping all Department issued supplies and equipment secure

## B. SCOPE OF WORK

and in good condition.

3.1.2 The Department, in consultation with the Grantee, may require the VPSO to reimburse the Department for supplies or equipment lost or damaged due to gross negligence, unless the Grantee chooses to reimburse the Department.

3.1.3 Department will provide an inventory of accountable property issued to a VPSO at the request of the VPSO Coordinator.

3.2 The VPSO Coordinator shall assist the Department in conducting an annual inventory of Department issued accountable property and provide that information to the Department prior to December 31 each year.

3.3 The Department may verify the inventory of Department issued supplies or equipment during on-site visits to the villages. All discrepancies will be addressed to the VPSO and VPSO Coordinator for resolution.

3.4 Upon a VPSO separating from employment, the VPSO Coordinator is responsible to return to the Department all accountable property issued to the VPSO unless the Department agrees to alternative arrangements.

3.5 Program supplies and equipment not directly issued by the Department, shall become the property of the Grantee, with all rights and responsibilities associated with ownership of the equipment, with limitations as noted in Sections 4.0 and 5.0 below.

3.6 Grantee will maintain an inventory of all equipment purchased under this Grant Agreement and make it available for review by the Department.

4.0 Motorized vehicles and other conveyances  
The Grantee and the Department agree that:

4.1 Motorized vehicles and other conveyances, such as all-terrain vehicles, motorcycles and water vessels of any size, purchased under this Grant Agreement, are to be used for official business in support of the VPSO program or in accordance with written Grantee policies.

4.2 With the exception of emergencies, motorized vehicles used in support of the VPSO Program shall not be rented, leased or loaned to another person or organization without written approval from the Department.

4.3 The operation of motorized vehicles used in support of the VPSO Program is limited to VPSOs, or Grantee employees who are performing duties that are directly in support of the VPSO mission.

4.3.1 Motorized vehicles and other conveyances may be equipped with warning lights compliant with state law and visible markings to include decals or other devices designating the vehicle as a VPSO response vehicle.

## B. SCOPE OF WORK

4.3.2 Motorized vehicles and other conveyances that are clearly designated as VPSO response equipment as noted in paragraph 4.3.1 with visible markings and or lighting are to be operated only by uniformed VPSO or Alaska State Troopers, except in an emergency.

4.4 All motorized vehicles shall be operated in compliance with all appropriate laws, and in accordance with the manufacturer's recommendations for safe operation. The VPSO shall wear all required safety gear, to include seat belts, harnesses, helmets, protective eye wear, and flotation devices.

4.5 A motorized vehicle assigned to a VPSO may be taken home at night and on weekends for the convenience and/or security of the vehicle, or for afterhours response.

4.6 In the furtherance of this agreement the Alaska State Troopers during official state business are allowed to operate the Grantee's VPSO motorized vehicles and conveyances when available and in coordination with the VPSO and/or the VPSO Coordinator.

4.6.1 Any damages or liability issues arising from Alaska State Troopers use of the VPSO equipment will be covered by the State of Alaska self-insurance process or applicable policies and procedures.

5.0 Replacement and disposal of motorized vehicles and other conveyances  
The Department and the Grantee agree that:

5.1 Motorized vehicles and other conveyances shall be replaced, subject to available budget when they are at the end of their economic life or are no longer safe or reliable to perform their intended function.

5.1.1 Economic life is that point where the cost to continue to use the vehicle or conveyance, including time loss to users (downtime), cost of repairs and maintenance, and other costs, exceeds the cost of replacement and maintenance of another unit.

5.1.2 Warning lights and visible markings to include decals or other devices will be removed from all VPSO response vehicles prior to disposal.

## C. INDEMNIFICATION AND INSURANCE

### 1.0 Indemnification

- 1.1 To the fullest extent permitted by law, Grantee and the State agree to indemnify and hold harmless each other for claims of or liability arising from their own negligent or wrongful acts or omissions in the administration of the village public safety officer program. It is the understanding of both the Grantee and the State that the liability insurance coverage to be secured pursuant to the terms of this Grant Agreement will protect both Grantee and the State from and against any claim of, or liability for, errors, omissions, or negligent acts related to this Grant Agreement. Nothing in this Grant Agreement shall be construed in any way to limit the scope of that insurance coverage.

### 2.0 Insurance

- 2.1 The Grantee is required in AS 18.65.670 to maintain insurance, independently, or with the assistance of the Department, that includes coverage for premiums as follows:

- 2.1.1 Workers' compensation insurance as required under AS 23.30;

- 2.1.2 Comprehensive general liability insurance, including professional practice insurance for police with

- 2.1.2.1 A limit not less than \$1,000,000; and

- 2.1.2.2 The state, including an officer, employee, or agent of the state, listed as an additional named insured.

- 2.2 If the Department assists the Grantee in coordination of a police liability policy:

- 2.2.1 Before July 1 of this grant period, the Grantee shall provide the Department a written list of communities served under this Grant Agreement.

- 2.2.2 The Department shall ensure the Grantee is provided a copy of the current certificate of insurance evidencing such coverage issued by an insurer licensed to transact the business of insurance under AS 21.

- 2.3 The deductible costs for liability insurance will be the responsibility of the Grantee and not expensed to this Grant Agreement, per 13AAC 96.030(5).

- 2.4 Without limiting the Grantee's indemnification, it is agreed the Grantee may purchase from funds provided under this Grant Agreement and will maintain in force at all times during the period of this agreement comprehensive Automobile Liability Insurance covering vehicles used in performance of services under this Grant Agreement, with coverage limits not less than \$100,000 per person and \$300,000 per occurrence bodily injury, and \$50,000 property damage.

- 2.5 Certificates of Insurance must be furnished to the Department and must provide for a 30-day prior notice of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Grant Agreement.

## D. GRANT FUNDS

### 1.0 Grant Agreement Amount

- 1.1 The Department hereby grants \$1,840,468.00 to support the specific work as outlined in the grant application submitted by the grantee to appoint, train, supervise, support, and retain persons to serve as village public safety officers, AS 18.65.670(a).

### 2.0 Payments

- 2.1 The Department will make payments to the Grantee based upon the following schedule:
  - 2.1.1 Upon execution of the Grant Agreement, the Department will make an advance equal to 50 percent of the total amount outlined under Part D. 1.1.
  - 2.1.2 Upon approval of the second quarter expense report, the Department will advance a payment equal to 40 percent of the total amount, less any advanced funds not expended from the prior advance payment.
  - 2.1.3 Final payment will be made once the Department has received and approved the final expenditure report and the Grantee has met all conditions of the Grant agreement.
- 2.2 The Grantee may claim indirect costs based on an approved federal Indirect Rate Agreement as long as the average of all Grantee rates does not exceed 35% approved by State law. The approved Indirect Rate Agreement must be submitted to the Department as part e of the grant application. If the Grantee does not have an approved federal Indirect Rate, the grantee may request funding for administrative costs associated with administering a regional VPSO program. The Grantee may request a modification to their Indirect rate after the award of the grant through the grant amendment process.
- 2.3 The Grantee shall only be reimbursed for the hours that the VPSO Coordinator is directly engaged in working as the VPSO Coordinator as outlined in 1.6 of the Scope of Work.
- 2.4 The Grantee shall reimburse the Department for payment(s) made to the Grantee to the extent that the Grantee does not expend or properly obligate the money before the end of the grant period.
- 2.5 The Grantee may request a budget modification or funding increase to this Grant Agreement through written request on forms provided by the Department.

### 3.0 Reporting Requirements

- 3.1 **MONTHLY EXPENSE REPORT:** The Grantee shall submit a Monthly Expense Report to the Department in the format prescribed by the Department. The Monthly Expenditure Report is a snapshot of the previous month's posted transactions. The Monthly Expenditure Report is due to the Department on the 10th of the month beginning January 10, 2024. The Final Monthly Expense Report is due July 10, 2024. If the 10th of month falls on a weekend or holiday, the report shall be due the following business day.

## D. GRANT FUNDS

- 3.2 MONTHLY PROGRAM REPORT: The Grantee shall submit a Monthly Program Report to the Department in the format prescribed by the Department. The Monthly Program Report is due to the Department on the 10th of every month beginning August 10, 2023. If the 10th of month falls on a weekend or holiday, the report shall be due the following business day.
- 3.3 QUARTERLY EXPENDITURE REPORT: The Grantee shall submit a Quarterly Expenditure Report to the Department in the format prescribed by the Department on the schedule outlined in 3.4. The expenditures reported must agree with the Grantee's accounting system records. A summary of the budget line categories (i.e. supply, travel) and expenditure detail from the Grantee accounting system must be attached to the Quarterly Expenditure Report.
- 3.4 QUARTERLY EXPENDITURE SCHEDULES:
- |   |                           |
|---|---------------------------|
| 1st Quarter Expenses – July 1, 2023 to Sept 30, 2023  | Due on or before 10/30/23 |
| 2nd Quarter Expenses – Oct 1, 2023 to Dec 31, 2023    | Due on or before 01/30/24 |
| 3rd Quarter Expenses – Jan 1, 2024 to March 31, 2024  | Due on or before 04/30/24 |
| 4th Quarter Expenses – April 1, 2024 to June 30, 2024 | Due on or before 07/30/24 |
- 3.5 Approval of the final Expenditure Report shall constitute a waiver of all future claims, except those previously made in writing and identified by the Grantee as unsettled at the time of submission of the final report.
- 3.6 Failure to submit correct Expenditure Reports on or before the deadlines stated above may result in delay and or denial of payment to the Grantee.
- 3.7 No part of the Grantee's duty to return excess funds or funds that are determined by audit to have been improperly expended is affected by 3.5. The Grantee will return all such excess funds to the Department upon submission of the final expenditure report on or before July 30, 2024, or immediately upon later determination that a refund is due.

### 4.0 Budget modifications

- 4.1 The Grantee may reallocate funds between budget categories, subject to the following limitations:
- 4.1.1 The Grantee shall notify the Department in writing by means of the quarterly expenditure report when a reallocation of funds between cost categories is necessary;
- 4.1.2 Prior written approval from the Department is required when cumulative changes between cost categories affect the total award amount by more than 20 percent (increase or decrease).
- 4.1.3 The grantee may request revision of the amount earmarked for Indirect costs on forms provided by the Department. The request must include the approved federal Indirect Rate Agreement and relevant supporting documentation.



## D. GRANT FUNDS

### 5.0 General stipulations relating to grant funds

- 5.1 No funding provided by this Grant Agreement shall be used, either directly or indirectly, for lobbying activity before a federal, state, or local government body.
- 5.2 The Department shall review the expenses reported by the Grantee and may discuss budget matters with the VPSO Coordinator at least once each calendar quarter.
- 5.3 The Department may withdraw funds that are in excess of legitimate anticipated need after consultation with the Grantee and with reasonable advance notice to the Grantee.
- 5.4 Equipment purchases, building rehabilitation, and special project requests which require supplemental funding, shall be submitted on forms provided by the Department.
  - 5.4.1 Grantee may be requested to provide additional information such as bids, estimates or photographs to provide adequate information for funding consideration.
  - 5.4.2 Submission of a request for supplemental funding is not a guarantee of approval of supplemental funding.
- 5.5 All purchases and project work funded under this Grant Agreement must be completed within the State of Alaska fiscal year.

## E. AMENDMENTS

### 1.0 Amendments

- 1.1 The parties may amend this Grant Agreement in writing signed by the authorized representatives of the Parties.

## APPENDIX A

### SALARY SCHEDULE

A. Grantee will pay salary, benefits, and per diem at least quarterly.

B. An incremental one step increase will be given for the following reasons:

1. Annually on the VPSO's anniversary date as set by grantee policies or completion of probation.
2. Upon promotion to Sergeant, the anniversary date will change to the date of promotion to Sergeant.
3. Upon completion of VPSO certificate training, a VPSO will receive a step increase. Upon completion of the training, the anniversary date will change to the date of the completion of the training.

C. Grantee may reduce the salary of a VPSO by one or more salary step(s) for unsatisfactory job performance or disciplinary reasons. The Grantee may use the SOP manual to determine promotion or demotion of a VPSO.

D. Annual leave or sick leave will not affect an anniversary date but leave without pay may change the anniversary date as determined by the Grantee.

E. All VPSOs attending training longer than 12 consecutive days will be placed on the Training Pay Schedule, Appendix A-3

F. VPSO applicants with qualifying training or experience approved by the Director may be placed by the Grantee at an advanced step at the time of hire.

1. Grantee shall coordinate with the Department at the time of hire of the advanced step placement and the Grantee shall provide documentation to support a determination by the Department.
2. A new hire VPSO may receive 1 or more step(s) increase for each of the following qualifications up to a maximum of 7 steps, Step G on the VPSO Salary Schedule.

Steps	Qualification	Standard
1-5	5 or more years as a police officer, peace officer or military police officer	Documented on job application or confirmed by Grantee
1-5	5 or more years as a fire fighter	Documented on job application or confirmed by Grantee
1-5	5 or more years in medical service	Documented on job application or confirmed by Grantee
1	Current APSC certificate	Certified correctional officer or police officer
1	Current APSC Instructor Certificate	Current APSC Instructor Certificate
1	Current Fire Training Certificate	Fire Fighter II or higher
1	Emergency Trauma Technician or higher	Certificate must be current at the time of hire
1-3	Higher Education	College diploma or transcripts documenting degree attained
1-3	4 or more years military service (other than military police)	DD-214 documenting service

## SALARY SCHEDULE

## 1950 Hours

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S
Monthly	\$ 5,490.88	\$ 5,653.38	\$ 5,824.00	\$ 5,999.50	\$ 6,181.50	\$ 6,370.00	\$ 6,566.63	\$ 6,769.75	\$ 6,981.00	\$ 7,200.38	\$ 7,427.88	\$ 7,663.50	\$ 7,908.88	\$ 8,162.38	\$ 8,425.63	\$ 8,700.25	\$ 8,983.00	\$ 9,277.13	\$ 9,582.63
Yearly	\$ 65,890.50	\$ 67,840.50	\$ 69,888.00	\$ 71,994.00	\$ 74,178.00	\$ 76,440.00	\$ 78,799.50	\$ 81,237.00	\$ 83,772.00	\$ 86,404.50	\$ 89,134.50	\$ 91,962.00	\$ 94,906.50	\$ 97,948.50	\$ 101,107.50	\$ 104,403.00	\$ 107,796.00	\$ 111,325.50	\$ 114,991.50
Hourly	\$ 33.79	\$ 34.79	\$ 35.84	\$ 36.92	\$ 38.04	\$ 39.20	\$ 40.41	\$ 41.66	\$ 42.96	\$ 44.31	\$ 45.71	\$ 47.16	\$ 48.67	\$ 50.23	\$ 51.85	\$ 53.54	\$ 55.28	\$ 57.09	\$ 58.97
Sgt. Monthly																			
				\$ 6,370.00	\$ 6,566.63	\$ 6,769.75	\$ 6,981.00	\$ 7,200.38	\$ 7,427.88	\$ 7,663.50	\$ 7,908.88	\$ 8,162.38	\$ 8,425.63	\$ 8,700.25	\$ 8,983.00	\$ 9,277.13	\$ 9,582.63	\$ 9,899.50	\$ 10,227.75
Sgt. Yearly				\$ 76,440.00	\$ 78,799.50	\$ 81,237.00	\$ 83,772.00	\$ 86,404.50	\$ 89,134.50	\$ 91,962.00	\$ 94,906.50	\$ 97,948.50	\$ 101,107.50	\$ 104,403.00	\$ 107,796.00	\$ 111,325.50	\$ 114,991.50	\$ 118,794.00	\$ 122,733.00
Sgt. Hourly				\$ 39.20	\$ 40.41	\$ 41.66	\$ 42.96	\$ 44.31	\$ 45.71	\$ 47.16	\$ 48.67	\$ 50.23	\$ 51.85	\$ 53.54	\$ 55.28	\$ 57.09	\$ 58.97	\$ 60.92	\$ 62.94

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S
Monthly	\$ 5,856.93	\$ 6,030.27	\$ 6,212.27	\$ 6,399.47	\$ 6,593.60	\$ 6,794.67	\$ 7,004.40	\$ 7,221.07	\$ 7,446.40	\$ 7,680.40	\$ 7,923.07	\$ 8,174.40	\$ 8,436.13	\$ 8,706.53	\$ 8,987.33	\$ 9,280.27	\$ 9,581.87	\$ 9,895.60	\$ 10,221.47
Yearly	\$ 70,283.20	\$ 72,363.20	\$ 74,547.20	\$ 76,793.60	\$ 79,123.20	\$ 81,536.00	\$ 84,052.80	\$ 86,652.80	\$ 89,336.80	\$ 92,164.80	\$ 95,076.80	\$ 98,092.80	\$ 101,233.60	\$ 104,478.40	\$ 107,848.00	\$ 111,363.20	\$ 114,982.40	\$ 118,747.20	\$ 122,657.60
Hourly	\$ 33.79	\$ 34.79	\$ 35.84	\$ 36.92	\$ 38.04	\$ 39.20	\$ 40.41	\$ 41.66	\$ 42.96	\$ 44.31	\$ 45.71	\$ 47.16	\$ 48.67	\$ 50.23	\$ 51.85	\$ 53.54	\$ 55.28	\$ 57.09	\$ 58.97
Sgt Monthly				\$ 6,794.67	\$ 7,004.40	\$ 7,221.07	\$ 7,446.40	\$ 7,680.40	\$ 7,923.07	\$ 8,174.40	\$ 8,436.13	\$ 8,706.53	\$ 8,987.33	\$ 9,280.27	\$ 9,581.87	\$ 9,895.60	\$ 10,221.47	\$ 10,559.47	\$ 10,909.40
Sgt Yearly				\$ 81,536.00	\$ 84,052.80	\$ 86,652.80	\$ 89,336.80	\$ 92,164.80	\$ 95,076.80	\$ 98,092.80	\$ 101,233.60	\$ 104,478.40	\$ 107,848.00	\$ 111,363.20	\$ 114,982.40	\$ 118,747.20	\$ 122,657.60	\$ 126,713.60	\$ 130,915.20
Sgt Hourly				\$ 39.20	\$ 40.41	\$ 41.66	\$ 42.96	\$ 44.31	\$ 45.71	\$ 47.16	\$ 48.67	\$ 50.23	\$ 51.85	\$ 53.54	\$ 55.28	\$ 57.09	\$ 58.97	\$ 60.92	\$ 62.94

# APPENDIX A

## SALARY SCHEDULE

### VPSO FY24 Salary Schedule - Training Pay

5 days: 8 hrs regular pay + 4 hrs OT pay, each day; 2 days (RDO): 8 hours overtime, each day

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M	Step N	Step O	Step P	Step Q	Step R	Step S
VPSO 2-week Pay	\$2,960.27	\$3,047.88	\$3,139.87	\$3,234.49	\$3,332.61	\$3,434.23	\$3,540.24	\$3,649.75	\$3,763.64	\$3,881.91	\$4,004.56	\$4,131.59	\$4,263.88	\$4,400.55	\$4,542.47	\$4,690.53	\$4,842.97	\$5,001.54	\$5,166.24
VPSO Hourly	\$15.75	\$16.21	\$16.70	\$17.20	\$17.73	\$18.27	\$18.83	\$19.41	\$20.02	\$20.65	\$21.30	\$21.98	\$22.68	\$23.41	\$24.16	\$24.95	\$25.76	\$26.60	\$27.48
VPSO SGT 2 week Pay				\$3,434.23	\$3,540.24	\$3,649.75	\$3,763.64	\$3,881.91	\$4,004.56	\$4,131.59	\$4,263.88	\$4,400.55	\$4,542.47	\$4,690.53	\$4,842.97	\$5,001.54	\$5,166.24	\$5,337.08	\$5,514.05
VPSO SGT Hourly				\$18.27	\$18.83	\$19.41	\$20.02	\$20.65	\$21.30	\$21.98	\$22.68	\$23.41	\$24.16	\$24.95	\$25.76	\$26.60	\$27.48	\$28.39	\$29.33

All VPSOs attending ALET, basic VPSO training to include VPSO certification, Rural Fire Protection Specialist, ETT when combined with Fire training or VPO Academy training sessions, or any training longer than 12 days will be placed on the Training Pay Schedule.

a. The hourly rate of Training Pay shall be computed by the following formula: normal hourly pay rate x 0.466 = Training Rate of Pay

VPSO shall be paid as follows:

- Regular Duty Day: The VPSO shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half of the Training Rate; and
- Regular Day Off (Sixth [6th] and Seventh [7th] Day): The VPSO shall be paid eight (8) hours at the time and one-half of the Training Rate.
- VPSO shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.
- A VPSO using the Training officer pay schedule will be paid 7 days per week based on their regular hourly rate x the correct differential for the 40 regular hours and 36 overtime hours each week with the full expectation that they will be available for work based on the number of hours determined on the schedule each day.
- VPSO will be paid the allotted hours each day regardless of their regular duty schedule, and whether they are working or not.

Pay on Travel Days:

- Regular pay will be provided on travel days based on contractor travel policy.
- Training officer pay will begin on the day following the arrival travel day and will end day prior to departure travel.

Duration of Pay Status:

- VPSOs will be assigned Training Rate of Pay for the duration of the training.

Example pay schedule:

TRAVEL DAY	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
Pay rate based on employer's policies	8 Regular & 4 OT Hours	8 Regular & 4 OT Hours	8 Regular & 4 OT Hours	8 Regular & 4 OT Hours	8 Regular & 4 OT Hours	8 OT Hours	8 OT Hours

Timesheet Hours:  
40 Hours of regular hours and  
36 hours of overtime (1.5) hours  
per 7 days in Training pay status  
Minimum time in Training Pay will be 12 days

Training Pay Workweek

## APPENDIX B

### DEPARTMENT OF CORRECTION ACTIVITIES

#### PROBATION, PAROLE, AND PRETRIAL SERVICES

Upon request of the Department of Corrections, the Grantee will administer a VPSO Department of Correction Activities Program, as follows:

- A. The Grantee will direct VPSOs to make and document personal contact with specified probationers and parolees at least twice per month, or as requested by the Supervisor of the District Probation Office for the Department of Corrections.
- B. VPSOs, at the discretion of the District Probation Officer, will obtain urine samples from offenders using urinalysis (UA) test cups provided by the Department of Corrections and will record the results and immediately provide the results to the District Probation Office telephonically, and preserve the test cup for additional testing. The purchase of UA testing supplies must be made directly by the Department of Corrections.
- C. The Department of Corrections shall provide VPSOs with appropriate instruction for probation and parole monitoring at the Department of Correction's expense.
- D. VPSOs will immediately report violations of conditions of probation or parole to the Supervisor of the District Probation Office.
- E. At the request of DOC Pretrial Services, the VPSO may assist when available with Pretrial Enforcement services.
- F. The Department of Corrections will incur all costs associated with Pretrial Enforcement services, including training of the VPSO.
- G. The VPSO will report violations of Pretrial Enforcement to the Supervisor of the District Pretrial Office.
- H. In consideration for Probation and Parole services described herein, The Department of Corrections in cooperation with the Department of Public Safety will purchase equipment, training, supplies or other resources as agreed upon between the Departments.
- I. This financial support for the VPSOs in providing Probation and Parole duties when feasible will not exceed \$15,000 per grant year in funding.
- J. The Department of Corrections will notify the VPSO Coordinator if there is an unexpected increase in the probationer/parolee caseload in a village with a VPSO.
- K. The VPSO will provide updated photos of supervised sex offenders to the District Probation Officers on an annual basis, or when there has been a physical change in the offender's appearance.

## APPENDIX C

### STANDARD OPERATING PROCEDURES

The Standard Operating Procedures FY24 V5 are incorporated as part of this grant award and referenced specifically in Section **B Scope of Work**, Subsection **1.6** of this grant award.

## APPENDIX D

### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

#### **18.65.670. Village public safety officer program.**

- (a) The village public safety officer program is created in the department, with funding appropriated to the department and disbursed by the commissioner through grants made under this section. The purpose of the program is to appoint, train, supervise, support, and retain persons to serve as village public safety officers.
- (b) With funds appropriated for that purpose, the commissioner shall provide grants to nonprofit regional corporations and Alaska Native organizations for training and employment of village public safety officers. If a nonprofit regional corporation for a village or Alaska Native organization for the village does not exist or declines a grant under this subsection, the commissioner may provide the grant to a municipality with a population of less than 10,000 willing to administer the grant for the village. If a nonprofit regional corporation or Alaska Native organization declines a grant, the commissioner shall consult with the corporation or organization before awarding the grant to a municipality.
- (c) The commissioner shall annually accept applications from entities described in (b) of this section for village public safety officer grants. Grant applicants may apply to employ village public safety officers in participating villages located in the applicant's region. An application must include
  - (1) a projected budget, including administrative costs;
  - (2) a list of villages in which the applicant plans to employ village public safety officers; and
  - (3) other information required by the commissioner.
- (d) The commissioner shall enter into a written agreement with a grant recipient before providing grant funding. The agreement must require the grant recipient to
  - (1) comply with state and federal law;
  - (2) provide a salary and benefit schedule for the village public safety officer;
  - (3) be named as the employer of the village public safety officer; and
  - (4) maintain insurance, independently, or with the assistance of the department, that includes coverage for premiums as follows:
    - (A) workers' compensation insurance as required under AS 23.30;
    - (B) comprehensive general liability insurance, including professional practice insurance for police with
      - (i) a limit not less than \$1,000,000; and
      - (ii) the state, including an officer, employee, or agent of the state, listed as an additional named insured.
- (e) An award of grant funding, depending on the funds awarded, must provide for at least one village public safety officer for each village included in a grant agreement entered into under (d) of this section. A grant recipient may assign more than one village public safety officer to a village and request additional funding for the additional village public safety officer. The commissioner may approve the request for additional funding if the grant recipient provides justification reasonably related to the duties of a village public safety officer and other public safety needs.
- (f) A grant recipient may assign a traveling village public safety officer to serve multiple villages within the grant recipient's region.
- (g) A grant recipient shall
  - (1) keep original financial, personnel, and other records relating to a village public safety officer for at least three years after the officer's termination of employment and, upon request, provide that information to the department;
  - (2) provide annual financial audits to the commissioner;
  - (3) facilitate site visits by the department to monitor village public safety officer performance and compliance with state and federal law;
  - (4) notify the commissioner if the grant recipient fails to comply with state or federal law;
  - (5) timely notify the department if a village public safety officer resigns or vacates a position; and
  - (6) timely notify and submit a written report to the department if a village public safety officer points a firearm in the direction of another person or discharges a firearm while on duty.



## APPENDIX D

### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (h) The commissioner may, in consultation with grant recipients, as provided in (k) of this section, adopt regulations related to village public safety officers, including establishing minimum standards and training, physical fitness requirements, criteria for participation by a community, a municipality, an Alaska Native organization, or a corporation, and the interaction between the department and village public safety officers. If the commissioner adopts regulations regarding training for village public safety officers, the training must be consistent with the standards in AS 18.65.676 and disability training under AS 18.65.220(3). The commissioner of corrections may, in consultation with grant recipients, adopt regulations related to the functions of village public safety officers providing pretrial, probation, and parole supervision.
- (i) A grant recipient may charge its federally approved indirect costs to the village public safety officer program grant if the statewide average of indirect costs does not exceed 35 percent.
- (j) The commissioner may not withhold, without reason, approval of a funding request made under a grant award. The commissioner shall timely disburse grant funds. A grant recipient may use funding for items reasonably related to public safety and village public safety officer duties under AS 18.65.670 - 18.65.688.
- (k) The commissioner and the commissioner of corrections shall
  - (1) ensure all relations with a federally recognized tribal government that is the incorporator of a nonprofit regional corporation are conducted on a government-to-government basis;
  - (2) ensure the department consults with a grant recipient
    - (A) before implementing a policy or regulation that affects the recipient and as early as possible in the development of a new or revised policy or regulation;
    - (B) on the state policies and regulations the grant recipient considers necessary, as well as the substance of the policies and regulations;
  - (3) to the extent possible, use consensual mechanisms to develop policies and regulations, including negotiated rulemaking processes;
  - (4) respect tribal sovereignty in consultations with grant recipients;
  - (5) ensure consultations with grant recipients are open and candid to enable interested parties to accurately assess potential effects; and
  - (6) ensure the removal of procedural impediments to working directly and effectively with grant recipients on programs that affect the governmental rights of a tribe.
- (l) The commissioner shall designate an official within the department who has the primary responsibility for compliance with this section. The official shall develop and annually review departmental procedures for compliance with this section. The department shall provide to all grant recipients the results of the annual review and post the results on the Internet website of the department.

#### **18.65.672. Village public safety officer qualifications**

- (a) A grant recipient may employ a person as a village public safety officer if the individual
  - (1) is at least 21 years of age;
  - (2) is a citizen of the United States or a resident alien;
  - (3) is of good moral character;
  - (4) has obtained a high school diploma or a general education development diploma or its equivalent;
  - (5) satisfies the physical requirements established in regulation by the department;
  - (6) has not been previously convicted
    - (A) of a felony;
    - (B) of a sex offense as defined in AS 12.63.100;
    - (C) of a misdemeanor crime involving domestic violence unless at least 10 years have passed since the date of the conviction, the conviction was not for an offense against an intimate partner, spouse, child, or parent, and the department grants a waiver allowing the individual to access the criminal justice information system;

## APPENDIX D

### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (D) of a misdemeanor if less than five years have elapsed since the individual's date of conviction for the offense;
- (E) two or more times of
  - (i) misdemeanor operating a vehicle, aircraft, or watercraft while under the influence of an alcoholic beverage, inhalant, or controlled substance under AS 28.35.030;
  - (ii) misdemeanor refusal to submit to a chemical test under AS 28.35.032; or
  - (iii) a combination of the offenses in (i) and (ii) of this subparagraph;
- (F) of manufacturing, transporting, or delivering an alcoholic in violation of a local option under AS 04.11 or a municipal ordinance or a controlled substance, unless at least 10 years have elapsed; or
- (G) of possession of a controlled substance as defined in AS 11.71.900, other than marijuana, unless the individual was under 21 years of age at the time of the possession and the possession occurred more than 10 years before the date of hire;
- (7) has not been denied a village public safety officer certification or had a certification revoked; and
- (8) has not been denied police officer certification, had a certificate revoked, or surrendered a certificate in this state or another jurisdiction.
- (b) A grant recipient may not use grant money to employ a village public safety officer for a period of more than 24 months unless the officer obtains a village public safety officer certificate from the department under AS 18.65.682. Upon written application from a grant recipient, the department may, in its discretion, extend this period up to six months to permit the officer to complete the training required under AS 18.65.676, if the officer is unable to do so in the first 24 months of employment because of an illness, injury, or emergency.
- (c) In this section,
  - (1) "good moral character" means the absence of acts or conduct that would cause a reasonable person to have substantial doubts about an individual's honesty, fairness, and respect for the rights of others and for the laws of this state and the United States; for purposes of this section, a determination of lack of good moral character may be based on a consideration of all aspects of a person's character;
  - (2) "previously convicted" means having been convicted of a crime described in (a) of this section or a law or ordinance of another jurisdiction with elements similar to the crimes listed in (a) of this section; a conviction for which the person received a suspended entry of judgment, suspended imposition of sentence, expungement, or pardon is a conviction for purposes of this section, unless the conviction was for a misdemeanor crime committed by the individual when the individual was under 21 years of age.

#### **18.65.674. Background investigations.**

- (a) Before employing an individual as a village public safety officer, a grant recipient shall
  - (1) submit to the commissioner the individual's
    - (A) completed application and personal and medical history, on forms prepared by the department;
    - (B) proof of age, citizenship status, and education; and
    - (C) fingerprints, the fees required by the department under AS 12.62.160 for criminal justice information and a national criminal history record check, and other information sufficient to complete a background check consisting of a fingerprint check of national criminal records and criminal records of the state or states in which the individual has resided for the past 10 years; the department shall conduct a criminal justice information and national criminal history record check under AS 12.62;
  - (2) review the criminal justice information and national criminal history record check completed by the department; and
  - (3) review the results of the individual's physical examination and physician certification.
- (b) Personnel and training information that the department or a grant recipient receives about a village public safety officer is confidential and available only for review by a grant recipient, the department, or that officer. A village public safety officer or an individual who applies for employment as a village public safety officer may not review

## APPENDIX D

### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

information that another individual supplied with the understanding that the information or its source would remain confidential, unless the information serves as the basis for a decision to deny or revoke a certificate under AS 18.65.684.

#### **18.65.676. Training.**

- (a) A village public safety officer basic training program must provide
  - (1) a physical training program that includes instruction in physical methods of arrest, use of batons, use of chemical defensive weapons, and electronic control weapons;
  - (2) instruction in
    - (A) the state's criminal and procedural law;
    - (B) the state's criminal justice system;
    - (C) police procedures;
    - (D) disabilities training described under AS 18.65.220(3);
    - (E) domestic violence and sexual assault prevention and response procedures;
    - (F) emergency trauma technician training;
    - (G) search and rescue training;
    - (H) rural fire protection specialist training.
- (b) An individual seeking a village public safety officer certificate under AS 18.65.682 shall attend all sessions of the basic training required under (a) of this section, unless the director of the training program approves an absence. An individual who is absent for more than 10 percent of the total hours of instruction has not successfully completed basic training.
- (c) An individual who fails to comply with the attendance and performance requirements of the training program may be dismissed from the training. The department may not consider a dismissed individual to have successfully completed basic training.
- (d) If a village public safety officer receives training that the department did not provide and the entity conducting the training provides a description of the training to the department, the department may take that training into account in determining the completion of basic training and accept other police officer or firefighter training and experience that covers the subject matter required under (a) of this section.

#### **18.65.678. Firearms training.**

- (a) A village public safety officer may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed
  - (1) a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department;
  - (2) a psychological examination conducted by a mental health professional; and
  - (3) all annual firearm qualification requirements.
- (b) In determining the successful completion of basic firearms training, the department may consider previous training and experience that is substantially similar to the training required under (a) of this section.

#### **18.65.680. Regional public safety officers.**

The commissioner of public safety may appoint regional public safety officers to

- (1) provide an expanded public safety and law enforcement presence in rural areas of the state;
- (2) provide oversight and training for the village public safety officer program;
- (3) administer functions relating to
  - (A) protecting life and property in the rural areas of the state;
  - (B) conducting investigations;

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (C) conducting search and rescue missions;
- (D) conducting local training programs in drug and alcohol awareness and prevention, water safety, and gun safety;
- (4) perform other duties relating to public safety as directed by the commissioner.

#### **18.65.682. Village public safety officer certification.**

- (a) The department shall issue a village public safety officer certificate to an individual who
  - (1) has satisfactorily completed 12 months as a full-time paid village public safety officer without a break in service longer than 90 consecutive days or nonconsecutive breaks in service totaling 120 or more days;
  - (2) meets the standards in AS 18.65.672;
  - (3) has successfully completed
    - (A) a basic training program that meets the requirements under AS 18.65.676; and
    - (B) a background information check under AS 18.65.674(a); and
  - (4) attests to the law enforcement code of ethics.

#### **18.65.684. Denial, revocation, or lapse of certificate.**

- (a) The department may deny an individual's application for a village public safety officer certificate or revoke a village public safety officer certificate in accordance with AS 44.62 (Administrative Procedure Act) if
  - (1) the individual knowingly makes a false statement in an application or other document required for employment or certification; or
  - (2) after the date of hire, has
    - (A) been convicted of a
      - (i) felony;
      - (ii) misdemeanor crime involving domestic violence; or
      - (iii) misdemeanor crime of dishonesty, a crime that resulted in serious physical injury to another person, or of operating vehicle, aircraft, or watercraft while under the influence of an alcoholic beverage, inhalant, or controlled substance two or more times;
    - (B) illegally used, possessed, manufactured, transported, or delivered an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance or a controlled substance; or
    - (C) used, sold, cultivated, transported, manufactured, or distributed marijuana.
- (b) The department is not required to deny an individual's application for a certificate or revoke a certificate if the individual or holder of the certificate establishes by clear and convincing evidence that, in connection with a conviction for a misdemeanor crime involving domestic violence, the underlying conviction
  - (1) has been expunged or set aside;
  - (2) is for an offense for which the officer has been pardoned; or
  - (3) is for an offense for which the officer has had civil rights restored that were lost upon the conviction.
- (c) The holder of a certificate shall immediately return the certificate to the department upon notification of the revocation.
- (d) An individual who is denied a certificate or a holder whose certificate is revoked may appeal to the commissioner for reversal of the denial or revocation. The appeal must be received in writing within 30 days after the date of the notice of denial or revocation and must set out the reasons for the appeal. The commissioner or the commissioner's designee shall issue a written decision within 45 days after receipt of the appeal.
- (e) A certificate lapses if the holder is not employed as a full-time village public safety officer for a period of 12 consecutive months.

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (f) An individual may request reinstatement of a lapsed certificate after undergoing additional training as determined by the department and serving an additional probationary period of up to 12 months, at the discretion of the commissioner in consultation with the grant recipient. A certificate may not be reinstated if the certificate has lapsed for more than 10 years.

#### **18.65.686. Powers and duties of village public safety officers.**

- (a) A village public safety officer who is certified under AS 18.65.682 has the power of a peace officer of the state or a municipality and is charged with
- (1) the protection of life and property in the state, including through
    - (A) fire prevention and suppression;
    - (B) provision of emergency medical services; and
    - (C) participation in and coordination of search and rescue efforts for missing or injured persons;
  - (2) providing pretrial, probation, and parole supervision to persons under supervision by communicating with and monitoring the activities and progress of these persons at the direction of pretrial services, probation, and parole officers;
  - (3) conducting investigations;
  - (4) enforcing
    - (A) the criminal laws of the state or a municipality;
    - (B) statutes or ordinances of the state or municipality punishable as a violation if the certified village public safety officer has completed training in that field of violation enforcement;
  - (5) providing local training programs on public safety; and
  - (6) the powers usually and customarily exercised by a peace officer.

#### **18.65.688. Definitions.**

- (a) In AS 18.65.670 - 18.65.688,
- (1) "Alaska Native organization" means an organization listed in AS 47.27.070(a);
  - (2) "commissioner" means the commissioner of public safety;
  - (3) "crime involving domestic violence" has the meaning given in AS 18.66.990;
  - (4) "department" means the Department of Public Safety;
  - (5) "marijuana" has the meaning given in AS 11.71.900;
  - (6) "village" means a community with a population less than 2,500 based on the most recent federal census.

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

\*Note: These regulations, 13 AAC 96 are currently under review. Where they may be found to be redundant to or conflict with Title 18, the statute is the controlling authority.

#### Article 1

##### Powers and Duties of the Department

#### **13 AAC 96.010 Powers and duties of the department**

- (a) The provisions of 13 AAC 96.010 - 13 AAC 96.900 apply to the award of grants to nonprofit regional corporations to provide villages with village public safety officers.
- (b) The department
  - (1) will review proposals for grants to provide village public safety officers;
  - (2) will monitor compliance with the terms of the grants and agreements of the village public safety officer program and with the regulations in this chapter;
  - (3) will consult with nonprofit regional corporations and villages regarding their village public safety officer programs and mediate disputes between corporations and villages, if mediation is feasible;
  - (4) will consult with village public safety officers and provide technical assistance and advice on matters relating to public safety and law enforcement;
  - (5) will, in its discretion, conduct background investigations into the qualifications and personal history of applicants for village public safety officer positions; and
  - (6) will, in its discretion, provide training and equipment to village public safety officers.

#### Article 2

##### Corporation and Village Participation

#### **13 AAC 96.020. Grant applications**

A nonprofit regional corporation may apply to participate in the village public safety officer program by submitting to the department a written application to provide village public safety officers to participating villages that are located within the region that the corporation serves. The corporation shall submit a grant application annually and shall

- (1) include a projected budget, including costs of administration;
- (2) include, a list of the villages to which a village public safety officer may be assigned; and
- (3) at the request of the department, other information related to the village public safety officer program.

#### **13 AAC 96.030. Department agreements with corporations**

The department will not provide grant money to a nonprofit regional corporation until the corporation makes a written agreement with the department. The agreement must include the following terms:

- (1) a requirement that the corporation comply with this chapter and with state and federal law;
- (2) a salary-and-benefit schedule for village public safety officers, with a provision that the corporation may provide salaries and benefits no greater than those established under that schedule;

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (3) a provision that names the corporation as the employer, for all purposes, of a village public safety officer;
- (4) a provision by which the corporation agrees to indemnify and hold harmless the State of Alaska, and officers, employees, and agents of the State of Alaska, for an act or omission in the administration of the village public safety officer program or in the monitoring, assisting, or training of a village public safety officer;
- (5) a requirement that the corporation maintain insurance as follows, without reimbursement from the department for a deductible amount that the corporation might owe:
  - (A) worker's compensation insurance as required under AS 23.30;
  - (B) comprehensive general liability insurance, including police professional practices, with
    - (i) limits of no less than \$1,000,000; and
    - (ii) the State of Alaska, and officers, employees, and agents of the State of Alaska, named as additional named insureds;
- (6) a requirement that the corporation comply with AS 18.80.220.

#### **13 AAC 96.040. Administration by corporations and villages**

- (a) A nonprofit regional corporation that receives a grant under this chapter shall provide
  - (1) a village public safety officer to a village only if the village provides the officer
    - (A) office space;
    - (B) a telephone with long distance service; and
    - (C) a place to temporarily hold individuals under arrest; and
  - (2) no more than one village public safety officer to a village, unless an
    - (A) additional position is provided for a period of 30 days or less for training, orientation, or a special circumstance as authorized by the department; or
    - (B) application as set out in 13 AAC 96.020 for a full-time second position has been submitted to and approved by the department.
- (b) A nonprofit regional corporation that receives a grant under this chapter, or a village participating in the village public safety officer program,
  - (1) shall keep financial, personnel, and other records relating to village public safety officers and, upon request, shall provide that information to the department;
  - (2) shall provide, for the department's review, annual financial audits that satisfy the requirements of 2 AAC 45.010, regardless of whether the amount of the grant is below the minimum for which 2 AAC 45.010 requires an audit;
  - (3) shall help the department conduct periodic and unannounced site visits to monitor
    - (A) the performance of a village public safety officer; and
    - (B) compliance with this chapter or with an agreement made under this chapter;
  - (4) shall promptly notify the department if the corporation or village fails to comply with
    - (A) this chapter or with state or federal law; or
    - (B) an agreement relating to the village public safety officer program between the
      - (i) department and the corporation; or
      - (ii) corporation and a village;
  - (5) shall promptly notify the department if a village public safety officer resigns or vacates a

## APPENDIX D

### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

position;

- (6) shall promptly notify the department and submit a written report about an incident in which a village public safety officer points any firearm in the direction of any person or fires any firearm while on duty;
- (7) may not, directly or indirectly, allocate grant money to lobbying activity before a federal, state, or local government body;
- (8) may permit a village public safety officer to carry a firearm in the performance of the officer's duties; and
- (9) shall provide, for the department's review, the name of each village public safety officer that is authorized to carry a firearm in the performance of the officer's duties.

#### **13 AAC 96.050. Corporation agreements with villages**

A nonprofit regional corporation may not use grant money to employ a village public safety officer for a village unless the village through its governing body enters into a written agreement with the corporation. The agreement must

- (1) be comparable to agreements that the corporation has made with all other villages in the region that the corporation serves;
- (2) require that the corporation and the village comply with this chapter and with state and federal law; and
- (3) set out a job description for the village public safety officer that includes a salary, working hours, and duties that the corporation and the village expect the officer to perform.

#### **13 AAC 96.060. Termination of grants**

- (a) The department will, in its discretion, terminate a grant, in whole or in part, to a nonprofit regional corporation before the end of the grant period if the corporation or a participating village
  - (1) fails to comply with a provision of
    - (A) this chapter or with state or federal law; or
    - (B) an agreement relating to the village public officer program between the
      - (i) department and the corporation; or
      - (ii) corporation and the village; or
  - (2) has a village public safety officer position vacant for an extended period of time during the contract period.
- (b) If terminating a grant in whole or in part, the department will provide written advance notice to the corporation and the affected village, stating the reasons for the termination, the effective date, and, if the termination is partial, the portion of the grant to be terminated.
- (c) If a grant or portion of a grant is terminated under this section, the department is entitled to reimbursement of the grant money that covers the period following the termination.
- (d) A nonprofit regional corporation may terminate a grant as provided by the terms of the grant or by the terms of the agreement between the corporation and the village.



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#### Article 3

#### Minimum Standards, Training, and Certification

#### **13 AAC 96.080. Basic standards for village public safety officers**

- (a) A nonprofit regional corporation may not use grant money to employ a village public safety officer unless the individual
  - (1) is a citizen of the United States or a resident alien who has demonstrated an intent to become a citizen of the United States;
  - (2) is 21 years of age or older;
  - (3) is of good moral character;
  - (4) has a high school diploma, or its equivalent, or has passed a General Educational Development (GED) test;
  - (5) before attending a basic training program under 13 AAC 96.100,
    - (A) receives a physical examination from a physician lawfully admitted to practice in this state; and
    - (B) submits, on a medical record form supplied by the department, a certification from that physician that the individual
      - (i) is free from a physical or hearing condition that would adversely affect performance of an essential function of a village public safety officer;
      - (ii) has normal color discrimination, normal binocular coordination, normal peripheral vision, and corrected visual acuity of 20/30 or better in each eye; and
      - (iii) is free from a mental or emotional condition that would adversely affect performance of an essential function of a village public safety officer;
  - (6) has not been convicted, by a civilian court of this state, the United States, or another state or territory, or by a military court, of one or more of the following offenses, or of an offense with substantially similar elements to such an offense under Alaska law:
    - (A) a felony;
    - (B) a misdemeanor within five years of the date of hire, if the misdemeanor does not involve an act listed under (C) of this paragraph;
    - (C) a misdemeanor within 10 years of the date of hire, if the misdemeanor involves
      - (i) an assault against a family member, former family member, member of the individual's household, or former member of the household; or
      - (ii) the violation of a domestic violence restraining order; or
    - (D) two or more DWI offenses;
  - (7) has not
    - (A) illegally manufactured, transported, or delivered
      - (i) a controlled substance; or
      - (ii) an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance;
    - (B) illegally used a controlled substance other than marijuana during the 10 years immediately before the date of hire, unless the person was under the age of 21 at

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the time of using the controlled substance;

(C) used marijuana within one year before the date of hire;

(8) has neither been denied village public safety officer certification nor had that certification revoked; and

(9) has neither been discharged for cause nor resigned under threat of discharge for cause from employment as a village public safety officer, a village police officer, or a police officer in this state or any other state.

(b) A nonprofit regional corporation may not use grant money to employ a village public safety officer for a period of more than 24 months unless the officer obtains a village public safety officer certificate from the department as set out in 13 AAC 96.110. Upon written application from a nonprofit regional corporation, the department will, in its discretion, extend this period up to six months to permit the officer to complete the training necessary under 13 AAC 96.110, if the officer is unable to do so in the first 24 months of employment because of an illness, injury, or emergency.

#### **13 AAC 96.090. Personnel and training records**

(a) Before employing an individual as a village public safety officer, a nonprofit regional corporation shall

(1) submit to the department the individual's

(A) completed application and personal and medical history forms;

(B) proof of age, citizenship status, and education; and

(C) fingerprints on two copies of FBI Applicant Card FD-258;

(2) review the results of the background investigation, if the department conducts one under 13 AAC 96.010; and

(3) submit the application and personal and medical history forms to the physician who examined the individual under 13 AAC 96.080, and review the results of the physician's examination and certification of the applicant.

(b) The information required by (a)(1)(A) of this section shall be submitted on forms prepared by the department and signed by the applicant. False statements are punishable under AS 11.56.210.

(c) Copies of all personnel information, documents, and reports of personnel actions relating to a village public safety officer that are in the possession of a participating nonprofit regional corporation shall be promptly provided to the department, and the original records shall be maintained in the personnel files of the corporation for at least three years after the officer's termination of employment. If a village public safety officer receives training that the department did not provide, the corporation shall provide a description of that training to the department.

(d) Personnel and training information that the department or a nonprofit regional corporation holds about a village public safety officer is confidential and available only for review by that officer. A village public safety officer or an individual who applies for employment as a village public safety officer may not review information that another individual supplied with the understanding that the information or its source would remain confidential, unless the information serves as the basis for a decision to deny or revoke a certificate under 13 AAC 96.110 - 13 AAC 96.120.

#### **13 AAC 96.100. Village public safety officer basic training**

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (a) A village public safety officer basic training program must provide at least 240 hours of instruction and must include
  - (1) a physical training program that includes instruction in physical methods of arrest, use of batons, and use of chemical defensive weapons;
  - (2) instruction in Alaska criminal and procedural law;
  - (3) instruction in the Alaska criminal justice system;
  - (4) instruction in police procedures;
  - (5) instruction in first responder basic first aid;
  - (6) training in cardiopulmonary resuscitation (CPR); and
  - (7) rural fire protection specialist training.
- (b) An individual seeking village public safety officer certification under 13 AAC 96.110 shall attend all sessions of the basic training required in (a) of this section, except if the director of the training program approves an absence. An individual who is absent for over 10 percent of the total hours of instruction will not be considered to have successfully completed basic training.
- (c) An individual who fails to comply with the attendance and performance requirements of the training program may be dismissed from the training. The department will not consider a dismissed individual to have successfully completed basic training.
- (d) In determining the completion of basic training, the department may accept other police officer or firefighter training and experience that
  - (1) equals or exceeds the hours required under (a) of this section; and
  - (2) covers the subject matter required under (a) of this section.

#### **13 AAC 96.105. Firearms training**

- (a) A village public safety officer may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department.
- (b) In determining the successful completion of basic firearms training, the department may consider prior training and experience that is substantially similar to the training required under (a) of this section.

#### **13 AAC 96.110. Village public safety officer certification**

The department will issue a village public safety officer certificate to an individual who

- (1) has satisfactorily completed 12 months as a full-time paid village public safety officer, with neither a break in service longer than 90 consecutive days nor a combination of breaks in service totaling 120 days or more;
- (2) meets the standards of 13 AAC 96.080(a) ;
- (3) has successfully completed a basic training program meeting the requirements of 13 AAC 96.100; and
- (4) attests and subscribes to the law enforcement Code of Ethics set out in 13 AAC 85.040(b)(5).

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

#### **13 AAC 96.120. Denial, revocation, and lapse of certificates**

- (a) The department will deny or revoke a village public safety officer certificate if the officer
  - (1) falsified or knowingly omitted information on an application or other document required for employment or certification;
  - (2) has been discharged for cause, or resigned under threat of discharge, from a village public safety officer position;
  - (3) does not meet the standards of 13 AAC 96.080; or
  - (4) after the officer's date of hire, has illegally used, possessed, delivered, or transported a controlled substance, including an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance.
- (b) The holder of a certificate shall immediately return the certificate to the department upon notification of revocation.
- (c) An individual who is denied a certificate or a holder whose certificate is revoked may appeal to the commissioner for reversal of the denial or revocation. The appeal must be received in writing within 30 days after the date of the notice of denial or revocation and must set out the reasons for the appeal. The commissioner or the commissioner's designee will issue a written decision within 45 days after receipt of the appeal.
- (d) A certificate lapses if the holder is not employed as a full-time village public safety officer for a period of 12 consecutive months.
- (e) An individual may request reinstatement of a lapsed certificate after undergoing additional training and serving an additional probationary period of up to 12 months as required by the department in its discretion.

#### Article 4 Definitions

#### **13 AAC 96.900. Definitions**

In this chapter, unless the context requires otherwise,

- (1) "commissioner" means the commissioner of the Department of Public Safety;
- (2) "controlled substance" means a controlled substance as defined in AS 11.71.900;
- (3) "corporation" or "nonprofit regional corporation" means a nonprofit corporation, formed under Alaska law for the benefit of the people of a specific geographic or cultural region of the state;
- (4) "department" means the Department of Public Safety;
- (5) "DWI offense" means the offense of
  - (A) operating a motor vehicle, aircraft, or watercraft while intoxicated under AS 28.35.030 or another law or ordinance with substantially similar elements; or
  - (B) refusing to submit to a chemical test under AS 28.35.032 or another law or ordinance with substantially similar elements;
- (6) "felony" means a crime classified as a felony in Alaska at the time the crime was committed; a conviction in another jurisdiction by a civilian or military court is a felony conviction if the crime has elements similar to

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### VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

those of a felony under Alaska law at the time the offense was committed; a completed suspended imposition of sentence, expungement of record, or pardon does not remove the felony conviction from an individual's record;

- (7) "for cause" means for inefficiency, incompetency, dishonesty, misconduct, or some other reason that adversely affects the ability and fitness of the officer to perform job duties;
- (8) "good moral character" means the absence of acts or conduct that would cause a reasonable person to have substantial doubts about an individual's honesty, fairness, and respect for the rights of others and for the laws of the state and the nation; for purposes of this standard, a determination of lack of "good moral character" is not restricted to acts that reflect moral turpitude, but may be based upon a consideration of all aspects of an individual's character; the following are indicia of a lack of good moral character:
  - (A) illegal conduct;
  - (B) conduct involving moral turpitude, including dishonesty, fraud, deceit, or misrepresentation;
  - (C) intentional deception or fraud, or attempted deception or fraud, in an application, examination, or other document for securing employment, eligibility, or certification;
  - (D) conduct that adversely reflects on an individual's fitness to perform as a village public safety officer; examples include intoxication while on duty, unauthorized absences from duty not involving extenuating circumstances, or a history of personal habits off the job which could affect the officer's performance on the job, such as excessive use of alcohol;
- (9) "governing body" means the elected city council, traditional council, or elders council that the state recognizes as having governmental functions and that the corporation accepts as appropriate to supervise the daily activities of a village public safety officer;
- (10) "misdemeanor" means a crime classified as a misdemeanor in Alaska at the time the crime was committed; a conviction in another jurisdiction by a civilian or military court is a misdemeanor conviction if the crime has elements similar to those of a misdemeanor under Alaska law at the time the offense was committed; a completed suspended imposition of sentence, expungement of record, or pardon does not remove a misdemeanor conviction from an individual's record unless the offense was committed by the individual before the age of 21;
- (11) "moral turpitude" means an act contrary to justice, honesty, principle, or good morals, an act that violates the private and social duties that a person owes to another or to society in general, or an act that is immoral in itself, regardless of illegality;
- (12) "village" means a community with a population of less than 1,000 individuals based on the most recent federal census.

## APPENDIX E

### AUDIT REQUIREMENTS

#### **2 AAC 45.010. Audit requirements**

- (a) A state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, require that entity to submit to the department an audit of the recipient entity if that entity is subject to an audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, a state agency must include the audit requirements of this section in any financial assistance agreement subject to this subsection.
- (b) An entity that expends financial assistance with a cumulative total of \$750,000 or more during the entity's fiscal year shall submit an audit report for the audit period to the department, by
  - (1) the earlier of
    - (A) 30 days after the entity receives its audit report for the audit period; or
    - (B) nine months after the end of the audit period; or
  - (2) a later date than the date calculated under (1) of this subsection, if
    - (A) the state agency that provides the financial assistance agrees to the change of date; and
    - (B) the agreement under (A) of this paragraph is made in
      - i. writing; and
      - ii. advance of the date calculated under (1) of this subsection.
- (c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review for the audit period:
  - (1) Government Auditing Standards, 2011 Revision, adopted by the comptroller general of the United States, and adopted by reference;
  - (2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants in the Codification of Statements on Auditing Standards, January 2017 revision for the type of entity being audited, adopted by reference;
  - (3) State of Alaska Audit Guide and Compliance Supplement for State Single Audits, May 2017 revision, prepared by the department, adopted by reference;
- (d) The audit required under this section must report on the following:
  - (1) the system of internal controls of the entity and the auditor's identification of significant deficiencies and material weaknesses of the entity, using the applicable standards set out in (c) of this section;
  - (2) the entity's compliance with applicable state statutes and regulations and applicable financial assistance agreements affecting the expenditure of the financial assistance; the report must identify findings and known questioned costs that exceed \$5,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited;
  - (3) the entity's financial statements;
  - (4) the schedule of state financial assistance.
  - (5) the schedule of findings and questioned costs.
- (e) As part of the audit report required under this section, the entity must provide
  - (1) written comments on any
    - (A) findings;
    - (B) known questioned costs;
    - (C) significant deficiencies, including material weaknesses; and

## APPENDIX E

### AUDIT REQUIREMENTS

- (D) recommendations contained in the audit report;
  - (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report;
  - (3) the status of the entity's implementation of any plans for corrective actions related to
    - (A) the audit reports required under this section for the fiscal year before the audit period; and
    - (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and
  - (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section.
- (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement.
  - (g) An audit required by this section must cover the entire operations of the entity.
  - (h) An entity shall provide the department with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The department will determine if auditing standards have been met and will forward a copy of the audit to the appropriate state agencies. The department will coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report.
  - (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work.
  - (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$750,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed
  - (k) Repealed 7/1/98.
  - (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30
  - (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section:
    - (1) community revenue sharing money provided under AS 29.60.850 - 29.60.879
    - (2) Repealed 3/31/2008;
    - (3) aviation fuel tax money provided under AS 43.40.010
    - (4) electric and telephone cooperative gross revenue tax refunds provided under AS 10.25.570
    - (5) alcoholic beverage license fee refunds provided under AS 04.11.610

## APPENDIX E

### AUDIT REQUIREMENTS

- (6) fisheries tax refunds provided under AS 29.60.450, AS 43.75.130, and AS 43.77.060
- (7) PERS/TRS relief funding under money appropriated to pay employer unfunded liability attributable to the entity under AS 14.25 and AS 39.35;
- (8) money expended for projects that are solely managed, supervised, and controlled by the Alaska Energy Authority under AS 44.83 and turned over to the grantee at the conclusion of the project
- (n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section.
- (o) Repealed 7/1/98.



## APPENDIX F

### UNLAWFUL EMPLOYMENT PRACTICES

#### **AS 18.80.220 Unlawful employment practices; exception.**

- (a) Except as provided in (c) of this section, it is unlawful for
- (1) an employer to refuse employment to a person, or to bar a person from employment, or to discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood;
  - (2) a labor organization, because of a person's sex, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, physical or mental disability, color, or national origin, to exclude or to expel a person from its membership, or to discriminate in any way against one of its members or an employer or an employee;
  - (3) an employer or employment agency to print or circulate or cause to be printed or circulated a statement, advertisement, or publication, or to use a form of application for employment or to make an inquiry in connection with prospective employment, that expresses, directly or indirectly, a limitation, specification, or discrimination as to sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, age, race, creed, color, or national origin, or an intent to make the limitation, unless based upon a bona fide occupational qualification;
  - (4) an employer, labor organization, or employment agency to discharge, expel, or otherwise discriminate against a person because the person has opposed any practices forbidden under AS 18.80.200 - 18.80.280 or because the person has filed a complaint, testified, or assisted in a proceeding under this chapter;
  - (5) an employer to discriminate in the payment of wages as between the sexes, or to employ a female in an occupation in this state at a salary or wage rate less than that paid to a male employee for work of comparable character or work in the same operation, business, or type of work in the same locality; or
  - (6) a person to print, publish, broadcast, or otherwise circulate a statement, inquiry, or advertisement in connection with prospective employment that expresses directly a limitation, specification, or discrimination as to sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, color, or national origin, unless based upon a bona fide occupational qualification.
- (b) The state, employers, labor organizations, and employment agencies shall maintain records on

## APPENDIX F

### UNLAWFUL EMPLOYMENT PRACTICES

age, sex, and race that are required to administer the civil rights laws and regulations. These records are confidential and available only to federal and state personnel legally charged with administering civil rights laws and regulations. However, statistical information compiled from records on age, sex, and race shall be made available to the general public.

(c) Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood under (a) of this section,

(1) an employer may, without violating this chapter, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees;

(2) a labor organization may, without violating this chapter, negotiate greater health and retirement benefits for employees of an employer who have a spouse or dependent children than are provided to other employees of the employer.

(d) In this section, "dependent child" means an unmarried child, including an adopted child, who is dependent upon a parent for support and who is either

(1) less than 19 years old;

(2) less than 23 years old and registered at and attending on a full-time basis an accredited educational or technical institution recognized by the Department of Education and Early Development; or

(3) of any age and totally and permanently disabled.

SECTION 1

BUDGET CATEGORY		REQUESTED BUDGET	APPROVED B
1.1.1	PERSONNEL SERVICES	\$ 1,933,014	\$ -
1.1.2	TRAVEL	\$ 251,660	\$ -
1.1.3	EQUIPMENT	\$ 259,000	\$ -
1.1.4	SUPPLIES	\$ 455,100	\$ -
1.1.5	CONTRACTUAL	\$ 37,360	\$ -
1.1.6	INDIRECT COSTS	\$ 240,942	\$ -
		Total Difference	
BUDGET TOTAL		\$ 3,177,076	\$ 3,177,076 \$ -

SECTION 2

Original Budget				Proposed Award Budget				
1.1.1. PERSONNEL SERVICES								
SALARY	Unit	Amount	Total Cost		Unit	Amount	Cost /Unit	Difference
VPSO Coordinator	12	\$ 8,750	\$ 105,000				\$ -	\$ 105,000
Personal Leave accrual	187.5	\$ 54	\$ 10,097				\$ -	\$ 10,097
VPSO Matt Will 2 on/off (C 35.84) Ambler	8.0	\$ 6,212	\$ 49,698				\$ -	\$ 49,698
Overtime (53.76)	100.0	\$ 54	\$ 5,376				\$ -	\$ 5,376
Step D (36.92)	4.0	\$ 6,399	\$ 25,598				\$ -	\$ 25,598
Overtime (55.38)	50.0	\$ 55	\$ 2,769				\$ -	\$ 2,769
Personal leave accrual	187.5	\$ 36	\$ 6,720				\$ -	\$ 6,720
New VPSO 2 on/off (A 33.79) Ambler	12.0	\$ 5,857	\$ 70,283				\$ -	\$ 70,283
Overtime (50.68)	150.0	\$ 51	\$ 7,602				\$ -	\$ 7,602
Personal leave accrual	187.5	\$ 34	\$ 6,336				\$ -	\$ 6,336
New VPSO 2 on/off (C 35.84) Kiana	12.0	\$ 6,212	\$ 74,547				\$ -	\$ 74,547
Overtime (53.76)	150.0	\$ 54	\$ 8,064				\$ -	\$ 8,064
Personal leave accrual	187.5	\$ 36	\$ 6,720				\$ -	\$ 6,720
New VPSO 2 on/off (A 33.79) Kiana	12.0	\$ 5,857	\$ 70,283				\$ -	\$ 70,283
Overtime (50.68)	150.0	\$ 51	\$ 7,602				\$ -	\$ 7,602
Personal leave accrual	187.5	\$ 34	\$ 6,336				\$ -	\$ 6,336
New VPSO 2 on/off (A 33.79) Deering	12.0	\$ 5,857	\$ 70,283				\$ -	\$ 70,283
Overtime (50.68)	150.0	\$ 51	\$ 7,602				\$ -	\$ 7,602
Personal leave accrual	187.5	\$ 34	\$ 6,336				\$ -	\$ 6,336
New VPSO 2 on/off (A 33.79) Deering	12.0	\$ 5,857	\$ 70,283				\$ -	\$ 70,283
Overtime (50.68)	150.0	\$ 51	\$ 7,602				\$ -	\$ 7,602
Personal leave accrual	187.5	\$ 34	\$ 6,336				\$ -	\$ 6,336
VPSO Jeff Petzoldt 2 on/off (D 36.92) Noatak	7.0	\$ 6,399	\$ 44,796				\$ -	\$ 44,796
Overtime (55.38)	87.5	\$ 55	\$ 4,846				\$ -	\$ 4,846
Step E (38.04)	5.0	\$ 6,594	\$ 32,968				\$ -	\$ 32,968
Overtime (57.06)	62.5	\$ 57	\$ 3,566				\$ -	\$ 3,566
Personal leave accrual	187.5	\$ 37	\$ 6,923				\$ -	\$ 6,923
New VPSO 2 on/off (D 36.92) Noatak	12.0	\$ 6,399	\$ 76,794				\$ -	\$ 76,794
Overtime (55.38)	150.0	\$ 55	\$ 8,307				\$ -	\$ 8,307
Personal leave accrual	187.5	\$ 37	\$ 6,938				\$ -	\$ 6,938
VPSO Aric Alias 2 on/off (A 33.79) Noorvik	12.0	\$ 5,857	\$ 70,283				\$ -	\$ 70,283
Overtime (50.68)	150.0	\$ 51	\$ 7,602				\$ -	\$ 7,602
Personal leave accrual	187.5	\$ 34	\$ 6,336				\$ -	\$ 6,336
New VPSO 2 on/off (D 36.92) Noorvik	12.0	\$ 6,399	\$ 76,794				\$ -	\$ 76,794
Overtime (55.38)	150.0	\$ 55	\$ 8,307				\$ -	\$ 8,307
Personal leave accrual	187.5	\$ 37	\$ 6,938				\$ -	\$ 6,938
VPSO Raphael Bobek 2 on/off (C 35.84) Shungnak	12.0	\$ 6,212	\$ 74,547				\$ -	\$ 74,547
Overtime (53.76)	150.0	\$ 54	\$ 8,064				\$ -	\$ 8,064
Personal leave accrual	187.5	\$ 36	\$ 6,720				\$ -	\$ 6,720
New VPSO 2 on/off (C 35.84) Shungnak	12.0	\$ 6,212	\$ 74,547				\$ -	\$ 74,547
Overtime (53.76)	150.0	\$ 54	\$ 8,064				\$ -	\$ 8,064
Personal leave accrual	187.5	\$ 36	\$ 6,720				\$ -	\$ 6,720
			\$ -				\$ -	\$ -
PERSONAL SERVICES BUDGET TOTAL			\$ 1,171,533	PERSONAL SERVICES PROPOSED BUDGET TOTAL			\$ -	\$ 1,171,533

FRINGE BENEFITS	Unit	Amount	Total Cost		Unit	Amount	Cost /Unit	Difference
VPSO Coordinator	65%	\$ 115,097	\$ 74,813				\$ -	\$ 74,813
VPSO Will Ambler	65%	\$ 90,161	\$ 58,605				\$ -	\$ 58,605
New VPSO Ambler	65%	\$ 84,222	\$ 54,745				\$ -	\$ 54,745
New VPSO Kiana	65%	\$ 89,331	\$ 58,065				\$ -	\$ 58,065
New VPSO Kiana	65%	\$ 84,221	\$ 54,744				\$ -	\$ 54,744
New VPSO Deering	65%	\$ 84,222	\$ 54,745				\$ -	\$ 54,745
New VPSO Deering	65%	\$ 84,222	\$ 54,745				\$ -	\$ 54,745

VPSO Petzoldt	Noatak	65%	\$ 93,099	\$ 60,514				\$ -	\$ 60,514
New VPSO	Noatak	65%	\$ 92,023	\$ 59,815				\$ -	\$ 59,815
VPSO Alias	Noorvik	65%	\$ 84,222	\$ 54,745				\$ -	\$ 54,745
New VPSO	Noorvik	65%	\$ 92,023	\$ 59,815				\$ -	\$ 59,815
VPSO Bobek	Shungnak	65%	\$ 89,331	\$ 58,065				\$ -	\$ 58,065
New VPSO	Shungnak	65%	\$ 89,331	\$ 58,065				\$ -	\$ 58,065
FRINGE BUDGET TOTAL				\$ 761,481	FRINGE PROPOSED BUDGET TOTAL			\$ -	\$ 761,481

1.1.2. TRAVEL								
Original Budget				Budget Modification				
Destination/ purpose	Unit	Amount	Total Cost	Destination/ purpose	Unit	Amount	Total Cost	Difference
Coordinator Meeting in Anchorage Air	4	\$ 735	\$ 2,940				\$ -	\$ 2,940
Coordinator Meeting Lodging	20	\$ 250	\$ 5,000				\$ -	\$ 5,000
Coordinator Meeting Car Rental	20	\$ 150	\$ 3,000				\$ -	\$ 3,000
Coordinator Meeting Per diem	20	\$ 99	\$ 1,980				\$ -	\$ 1,980
VPSO Coordinator Village Visit Air	20	\$ 504	\$ 10,080				\$ -	\$ 10,080
Per diem	20	\$ 99	\$ 1,980				\$ -	\$ 1,980
2 on/off travel Kotzebue to Village	312	\$ 300	\$ 93,600				\$ -	\$ 93,600
2 on/off travel Anchorage to Kotzebue	312	\$ 200	\$ 62,400				\$ -	\$ 62,400
2 on/off per diem	50	\$ 99	\$ 4,950				\$ -	\$ 4,950
VPSO Certification Training in Sitka	8	\$ 735	\$ 5,880				\$ -	\$ 5,880
VPSO Training Lodging	16	\$ 250	\$ 4,000				\$ -	\$ 4,000
VPSO Training Per diem	16	\$ 99	\$ 1,584				\$ -	\$ 1,584
Rural Fire training in Sitka Air	8	\$ 735	\$ 5,880				\$ -	\$ 5,880
Lodging	16	\$ 250	\$ 4,000				\$ -	\$ 4,000
Per diem	16	\$ 99	\$ 1,584				\$ -	\$ 1,584
Coordinator VPSO Graduation Attendance Air	2	\$ 735	\$ 1,470				\$ -	\$ 1,470
Lodging	4	\$ 250	\$ 1,000				\$ -	\$ 1,000
Per diem	4	\$ 99	\$ 396				\$ -	\$ 396
Supply/Uniform/Medical Exam Anchorage Air	8	\$ 735	\$ 5,880				\$ -	\$ 5,880
Medical Examinations	8	\$ 1,000	\$ 8,000				\$ -	\$ 8,000
Lodging	24	\$ 250	\$ 6,000				\$ -	\$ 6,000
Per diem	24	\$ 99	\$ 2,376				\$ -	\$ 2,376
ETT/BLS/EMS Training Anc - Air	3	\$ 735	\$ 2,205				\$ -	\$ 2,205
Lodging	15	\$ 250	\$ 3,750				\$ -	\$ 3,750
Car Rental	15	\$ 150	\$ 2,250				\$ -	\$ 2,250
Per diem	15	\$ 99	\$ 1,485				\$ -	\$ 1,485
VPSO Coordinator Professional Development Training			\$ -				\$ -	\$ -
Air	2	\$ 1,000	\$ 2,000				\$ -	\$ 2,000
Hotel	10	\$ 250	\$ 2,500				\$ -	\$ 2,500
Car Rental	10	\$ 150	\$ 1,500				\$ -	\$ 1,500
Registration Fee	2	\$ 500	\$ 1,000				\$ -	\$ 1,000
Per diem	10	\$ 99	\$ 990				\$ -	\$ 990
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
TRAVEL BUDGET TOTAL			\$ 251,660	TRAVEL PROPOSED BUDGET TOTAL			\$ -	\$ 251,660

1.1.3. EQUIPMENT								
Original Budget				Budget Modification				
Item	Unit	Cost	Total Cost	Item	Unit	Cost	Total Cost	Difference
Boat for Ambler/Shungnak/Kobuk Area	1	\$ 45,000	\$ 45,000				\$ -	\$ 45,000
Side-by-Side	3	\$ 42,000	\$ 126,000		0	\$ -	\$ -	\$ 126,000
Snow Machine	4	\$ 22,000	\$ 88,000		0	\$ -	\$ -	\$ 88,000
		\$ -	\$ -		0	\$ -	\$ -	\$ -
		\$ -	\$ -		0	\$ -	\$ -	\$ -
EQUIPMENT BUDGET TOTAL			\$ 259,000	EQUIPMENT PROPOSED BUDGET TOTAL			\$ -	\$ 259,000

1.1.4. SUPPLIES								
Original Budget				Budget Modification				
Item	Unit	Cost	Total Cost	Item	Unit	Cost	Total Cost	Difference
NWAB Boat Fuel (Ambler, Kiana, Noatak, Noorvik)	500	\$ 13	\$ 6,500				\$ -	\$ 6,500
NWAB Patrol Vehicle Fuel (Ambler, Buckland, Deer	2000	\$ 13	\$ 26,000				\$ -	\$ 26,000
Vehicle Maintenance and repair	8	\$ 1,000	\$ 8,000				\$ -	\$ 8,000
Barge freight upriver villages - RT (side x sides)	2	\$ 8,800	\$ 17,600				\$ -	\$ 17,600
Air freight Kotzebue/village RT	1	\$ 5,000	\$ 5,000				\$ -	\$ 5,000
VPSO recruitment material	12	\$ 500	\$ 6,000				\$ -	\$ 6,000
VPSO housing maintenance	6	\$ 1,000	\$ 6,000				\$ -	\$ 6,000
Ambler VPSO house yearly costs (all utilities)	12	\$ 850	\$ 10,200				\$ -	\$ 10,200
Ambler VPSO house heating oil \$14.75/gal (monthly)	12	\$ 3,700	\$ 44,400					
Kiana VPSO house yearly cost (all utilities)	12	\$ 500	\$ 6,000				\$ -	\$ 6,000
Kiana VPSO house heating oil \$8.50 (monthly)	12	\$ 2,200	\$ 26,400					
Noorvik VPSO house yearly cost (all utilities)	12	\$ 500	\$ 6,000				\$ -	\$ 6,000
Noorvik VPSO house heating oil \$7.43/gal (monthly)	12	\$ 2,000	\$ 24,000					
Noatak VPSO house yearly cost (all utilities)	12	\$ 800	\$ 9,600				\$ -	\$ 9,600
Noatak VPSO house heating oil \$15/gal (monthly)	12	\$ 3,900	\$ 46,800					
Shungnak VPSO house yearly cost (all utilities)	12	\$ 600	\$ 7,200				\$ -	\$ 7,200
Shungnak VPSO house heating oil \$15.82/gal (monthl	12	\$ 4,000	\$ 48,000					
Deering VPSO house yearly cost (all utilities)	12	\$ 800	\$ 9,600				\$ -	\$ 9,600
Deering VPSO house heating oil \$15.82/gal (monthly)	12	\$ 4,000	\$ 48,000					
Kotzebue VPSO house rental/utilities	12	\$ 2,300	\$ 27,600				\$ -	\$ 27,600
Kotzebue VPSO house heating oil \$8.49/gal (monthly)	12	\$ 2,300	\$ 27,600					
VPSO Officer relocaton expenses	2	\$ 2,500	\$ 5,000				\$ -	\$ 5,000
Office supplies for all offices	6	\$ 500	\$ 3,000				\$ -	\$ 3,000
PPE supplies	6	\$ 500	\$ 3,000				\$ -	\$ 3,000
Warm storage building maintenance/upkeep	6	\$ 1,000	\$ 6,000				\$ -	\$ 6,000
Postage/freight/mailling material	1	\$ 5,000	\$ 5,000				\$ -	\$ 5,000
Internet connections	6	\$ 2,000	\$ 12,000				\$ -	\$ 12,000
New cell phones for 3 villages	3	\$ 1,000	\$ 3,000				\$ -	\$ 3,000
Background checks for new hires	8	\$ 200	\$ 1,600				\$ -	\$ 1,600
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
SUPPLIES BUDGET TOTAL			\$ 455,100	SUPPLIES PROPOSED BUDGET TOTAL			\$ -	\$ 189,900

1.1.5. CONTRACTUAL								
Original Budget				Budget Modification				
Item	Unit	Cost	Total Cost	Item	Unit	Cost	Total Cost	Difference
Internet (Ambler, Deering, Kiana, Noatak, Noorvik, Shungnak)	72	\$ 185	\$ 13,320				\$ -	\$ 13,320
Cell Phone Monthly Service	156	\$ 90	\$ 14,040				\$ -	\$ 14,040
Insurance for VPSO Vehicles	1	\$ 10,000	\$ 10,000				\$ -	\$ 10,000
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ -				\$ -	\$ -
CONTRACTUAL BUDGET TOTAL			\$ 37,360	CONTRACTUAL PROPOSED BUDGET TOTAL			\$ -	\$ 37,360

1.1.6. INDIRECT COSTS								
Original Budget				Budget Modification				
Item	%	Cost	Total Cost	Item	%	Cost	Total Cost	Difference
Indirect (no Equipment)	9.0%	\$ 2,677,134	\$ 240,942	Indirect (no Equipment)		\$ -	\$ -	\$ 240,942
			\$ -	Indirect (Including Equipment)		\$ -	\$ -	\$ -
			\$ -	Indirect on Equipment Less than 5,000		\$ -	\$ -	\$ -
			\$ -				\$ -	\$ -
			\$ 240,942				\$ -	\$ 240,942

# VILLAGE PUBLIC SAFETY OFFICER PROGRAM GRANT APPLICATION

Application is hereby made to the Department of Public Safety, Division of Alaska State Troopers & Department of Commerce, Community & Economic Development for funding made available through the state general funds to operate the Village Public Safety Officer Program.	
1. Name of Applicant Agency: <b>Northwest Arctic Borough</b>	
2. Street Address of Applicant Agency: <b>163 Lagoon St.</b>	3. Main Telephone: <b>(907) 442-2500</b> Ext. 4. FAX: <b>(907) 442-2930</b>
5. Mailing Address of Applicant Agency: <b>P.O. Box 1110 Kotzebue, AK. 99752</b>	6. Agency Web Site Address and Agency DUNS number:  <b>DUNS #: 605551274</b>
7. Communities Served: <b>Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik and Shungnak</b>	
8. VPSO Program Coordinator Name: <b>Patrick M. Warner</b> Title: <b>VPSO Coordinator</b>	9. Phone: <b>(907) 442-8206</b> Ext. 10. FAX: <b>(907) 442-2930</b> 11. Email: <b>pwarner@nwabor.org</b>
12. Applicant Agency Budget Period (for audit information) <b>Beginning: July 1, 2023 Ending: June 30, 2024</b>	13. Proposed State Budget Year and Funds Requested: <b>FY2024</b>
14. Type of Application (check one): <input type="checkbox"/> New (new project or 1 <sup>st</sup> year of application for funding) <input checked="" type="checkbox"/> Continuation (continuation application for funding)	15. Type of Organization (check eligibility type): <input type="checkbox"/> Nonprofit (include proof of nonprofit status) <input type="checkbox"/> AK Native Tribe <input checked="" type="checkbox"/> Government

## CONTACT INDIVIDUALS

16. Authorizing Person Name: <b>Dickie Moto</b> Title: <b>NWAB Mayor</b>	Phone: <b>(907) 442-2500</b> Ext. <b>8201</b> FAX: <b>(907) 442-2930</b> Email: <b>dmoto@nwabor.org</b>
17. Financial Contact Name: <b>Angie Sturm</b> Title: <b>Finance Director</b>	Phone: <b>(907) 442-2500</b> Ext. FAX: <b>(907) 442-2930</b> Email: <b>asturm@nwabor.org</b>
18. Project Director: (If different than #8) Name: <b>Chris Hatch</b> Title: <b>Public Safety Director</b>	Phone: <b>(907) 442-2500</b> Ext. <b>8226</b> FAX: <b>(907) 442-2930</b> Email: <b>chatch@nwabor.org</b>

## CERTIFICATION

19. The undersigned (authorized official signing for the applicant agency) certifies that the statements made in this application document and attached proposal are true, complete, and accurate to the best of his or her knowledge.	
Authorized Signature: <u></u>	Date: <u>5-15-23</u>

## Village Public Safety Officer Program Grant Application Guidelines

The annual VPSO program grant program is governed by the Alaska Statute, AS 18.65.670 (a) the purpose of the program is to appoint, train, supervise, support, and retain persons to serve as village public safety officers. All activities reimbursed under this grant program must comply with this statute.

A grant recipient may assign more than one village public safety officer to a village and request funding for additional village public safety officers and activities related to the support of officers. It is understood the grant application and budget submitted are reasonably related to public safety and the village public safety officer duties under AS 18.65.670 - 18.65.688 and the state will not unreasonably withhold reimbursement for program related activities.

- I. **Regional Description** The current regional narrative is attached to this grant application. If your agency would like to update this narrative, it may be submitted and will be incorporated to replace this existing narrative. The following types of items may be included in an updated Regional Description:
  - 1) Agency Description: The organization/federally recognized tribe applying for the grant.
  - 2) Regional Context: Information regarding borough, municipal governments, state services, regional employment rates, economy, etc.
  - 3) Alaska Native Population: Description of federal tribes and community served under this grant; population, poverty rates, location, etc.
  - 4) Community resources: community resources such as office space, holding cells, current Village police officers/Tribal police officer.
- II. **Budget Narrative** The budget narrative is used to justify the expenses necessary to meet your goals and objectives for your program. Make sure your narrative matches all costs on your budget worksheet tab and ties back to the VPSO program scope of work.
- III. **Grant Budget Workbook** *Instructions:* This grant budget is for July 1, 2023 through June 30, 2024. When compiling your budget, please round off costs to the nearest whole dollar, check your addition and sub-totals.
  - A. **PERSONAL SERVICES:** Salary & fringe benefit expenses. Types of expenses:
    - 1) VPSO Salary and Wages. Regular and overtime may be included in the request. If your VPSO has a step increase during the grant year, use two lines, one line for each step and the correct number of months for each step. Using prior year activity is a good place to start when determining necessary overtime.
    - 2) Salary for the VPSO Coordinator. All VPSO Coordinators (including those with VPSO experience) will be paid separately from the VPSO salary schedule. The Grantee may only use grant funds to pay for the salary of a VPSO Coordinator for activities directly related to the VPSO program.
    - 3) Moving and relocation expenses. If your organization allows for moving or relocation expenses as a matter of policy, moving and relocation expenses may be included in your grant budget request.
    - 4) Fringe Benefits. Fringe benefits include the benefit costs for the organization pays on behalf of the employee. These costs include workers



Village Public Safety Officer Program Grant Application Guidelines  
compensation, annual leave and employer tax contributions, workers  
compensation, health insurance, and retirement contributions.

- B. TRAVEL:** Costs for transportation, lodging, and per diem directly related to the VPSO program scope of work. Some examples of customary travel expenses, included but not limited to: VPSO travel in or out of the community for academy training, Field Training Evaluation Programs (FTEP), community policy, coordinator travel for meetings or training.
- 1) Per diem should be calculated based on your organization travel policy.
  - 2) All transportation costs should at a rate which reflects the most direct and efficient means of travel for the traveler to conduct VPSO business.
  - 3) Costs for accommodating traveler convenience such as extended layovers or additional travel days outside of official business are not reimbursed on the grant.
- C. EQUIPMENT:** Costs for the purchase of equipment directly related to the scope of work. Purchases should follow your agency's procurement or purchasing policies. You may be asked to provide a copy of these policies as part of the State's monitoring of expenditures.
- D. SUPPLIES:** Includes consumable items such as office supplies, small office equipment, vehicle supplies, fuel, office heating fuel. Because it can be difficult to account for all possible supplies, a flat cost, such as \$1,000.00 per VPSO annually can be requested.
- E. CONTRACTUAL/SERVICES:** Expenses such as telephone, vehicle insurance, internet, medical exams, shipping and postage.
- F. INDIRECT:** A copy of your organization's current federal Indirect rate should be attached to your grant application. If your agency does not have a current approved Indirect rate, please contact our office.



# Northwest Arctic Borough

## SERVING THE COMMUNITIES OF:

Ambler Buckland Deering Kivalina Kiana Kobuk  
Kotzebue Noatak Noorvik Selawik Shungnak

## Northwest Arctic Borough Application for FY 2024 in support of our Village Public Safety Officer Program

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## Scope of Work

In FY24, NAB will continue to provide the best possible public safety services within the communities of the Northwest Arctic Borough as afforded by the grant award. Our goals include hiring more VPSOs, providing them with the needed equipment and vehicles, and securing housing for Village Public Safety Officers throughout the Northwest Arctic Borough. Each VPSO position will continue to provide the expected services as laid out in the state grant agreement and the MOA with each community including policing the communities, providing fire safety awareness, organizing and overseeing search and rescues, and providing lifesaving emergency medical assistance when needed pending successful awarding of grant funds as detailed in the budget narrative.

## Regional Narrative

### *Region*

The Northwest Arctic Borough (NAB) was formed in June 1986. The population is 7,523 (per US Census.) NAB is comprised of eleven Alaska Native villages including the hub community of Kotzebue. These villages are scattered throughout a land area of about 38,000 square miles, roughly the same size as the state of Indiana. As there is no road system connecting these communities, travel in the region must be accomplished by air, snow machine in the winter, or by boat during the summer. The lack of a road system makes residents heavily dependent on expensive air travel (approximately \$650 round trip from villages to Kotzebue), which in turn greatly hampers the ability to provide emergency services.

The remote roadless nature of the region also impacts the operations of the VPSO program as officers require appropriate vehicles and tools to serve in a region where temperatures range from -60 to 80° Fahrenheit. Airfreight of necessary parts and supplies and equipment to and from our village-based officers is required due to long distances and lack of other transportation infrastructure. Due to extensive problems with vandalism, appropriate and secure storage is also a necessity in the region to protect supplies and equipment.

Residents of this region also face the challenge of living in one of the most expensive places in the country while having extremely high rates of poverty. For example, due to high shipping costs, a gallon of milk often costs more than \$12 a gallon. Since 2017, the villages of Ambler, Buckland, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, and Shungnak have been identified as distressed communities by the Federal Denali Commission. The Federal Denali Commission defines a community as “distressed” if one of the following conditions are met: Its average market income was less than \$17,896 in 2015; more than 70 percent of residents 16 years or older earned less than \$17,896 in 2015; or less than 30 percent of residents 16 years and older worked all four quarters (Denali Commission Alaska 2017).

Related to the Distressed Communities classification is the fact that the unemployment rates are extremely high in our targeted communities. Consequently, poverty is a persistent problem. According to the U.S. Census Bureau, 22.8% of the Northwest Arctic Borough’s residents are living below the federal poverty level. Tribal villages in the region have small populations, small budgets, and relatively few employees to address hardships without outside assistance. With so many factors hindering the ability to provide services, grant funds are especially vital for supporting the development of an effective local emergency response model.

### Crime in our region:

The overall reported incidents have been trending down in the last 5 years. According to the local troopers this is due in part to the little to no presence of VPSOs in the communities so not as many incidents are being reported. In 2022, even though our total reported incidents were lower than average the number of assaults, Sexual assaults and alcohol related incidents are still extremely high with 139 assaults, 10 sexual assaults 6 sexual abuse of a minor, and 124 alcohol related incidents. It is the goal of the Northwest Arctic Borough to help reduce these numbers while also reducing the numbers of unreported incidents by increasing the VPSO presence in the communities and building back a working partnership within each of our communities with the grant funding of additional VPSOs.

### Housing needs:

We currently have five communities that have major VPSO housing project needs:

- Selawik: housing and warm storage.  
This is our largest community and has the largest number of recorded incidents.
- Buckland: housing renovation.  
This village has our highest search and rescue rate.
- Noorvik: complete housing renovation.  
This is our 2<sup>nd</sup> largest village and has a significant number of recorded incidents.
- Kivalina: Location for housing and warm storage built.  
This village currently undergoing a major moving project with many challenges.
- Kobuk: site control for housing and warm storage built.  
This village is currently being coved by a VPSO in Shungnak (about 7 miles away)

## *Organization*

NAB government is comprised of a Borough Mayor and twelve (12) Borough Assembly Members. NAB is a home rule government and has made public safety a top priority. Along with normal government operations, NAB has managed the VPSO program since 2011. Additionally, NAB provides regional search and rescue coordination and a fire department with local battalions in each outlying community. NAB also coordinates emergency management planning and response and recovery services for an array of events such as severe storms, flooding, and sea surges. NAB is also the government agency responsible for the local emergency planning committee who monitors hazardous spills and maintains an inventory of extremely hazardous materials in the region.

The Northwest Arctic Borough (NAB) continues to seek outside partnerships and funding to reduce dependency on state resources and enhance our services. Significant cooperation occurs between the Northwest Arctic Borough and Maniilaq Association, the regional non-profit that provides health, social, and tribal government support services. Some examples include the following:

- VPSO program cooperated with Maniilaq Association's Tribal Family Services and the Maniilaq's Child Advocacy Center (CAC) to provide training on trauma-informed care and on the region's procedures for addressing reports of sexual violence or assault.
- Funding for renovations in Shungnak and Noorvik to include a waste heat project for the village of Shungnak.
- The Northwest Arctic Borough will continue to work with Maniilaq and other agencies to provide local trainings with the ability to perform in house training for VPSOs to help reduce costs of travel and reduce the time spent away from the communities. Some of the trainings being looked at are more advanced EMS, Fire Search and Rescue, as well as more in-depth Law Enforcement training.

## *VPSO Program*

Currently we have Five(5) full-time VPSO positions funded with State Public Safety funding (not including the coordinator). We currently have Five(5) full-time VPSO's in the NAB. The staffing of these five(5) positions include two(2) VPSO's assigned to villages and three(3) recruits that will attend the VPSO Academy in July. Both of the VPSO's work a 2 weeks-on/ 2 weeks-off rotational schedule. All three(3) of the recruits will work a 2 weeks-on / 2 weeks-off schedule when they graduate the Academy.

NAB will maintain these positions, and continue in pursuing their recruitment of additional personnel, to serve the communities throughout the region. Due to the current lack of personnel, NAB will continue to utilize a two week on / two week off rotational schedule. Our long-term goal is to transition the rotational schedule to a full-time schedule as more personnel become available.

NAB will have its VPSOs patrol the established winter trails on snow machine and perform regular boating safety checks utilizing patrol boats, to help reduce the amount of alcohol and drugs imported to our dry or damp communities as agreed to in each communities MOA.

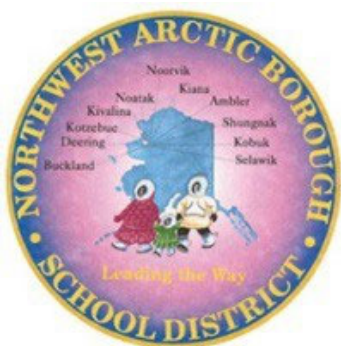
Because of limited personnel and financial resources, the NAB is unable to station a VPSO in each of the regions 10 communities. To ensure regional public safety, VPSOs regularly deployed to communities which lack full-time coverage. Examples include shifting officers between communities to provide coverage during special community events (such as basketball tournaments, dog races or regional meetings), or investigate suspected criminal activity. To ensure coverage across the region all NAB VPSO are designated as travelling VPSOs.

### *Regional Support of VPSO Program*

NAB provides VPSOs with basic office supplies (e.g., printer ink and paper, pens, batteries, staples, paper clips, etc.), training, equipment/maintenance, heating fuel for living quarters, satellite phone and internet service, and fuel for patrol vehicles. Insurance for our patrol vehicles is one of our highest costs and is paid for by NAB. NAB also provides cellular phone services for each officer and an alternate means of communication for emergencies while traveling within the region but outside of cellular service coverage areas.

The Northwest Arctic Borough School District(NWABSD) supports the VPSO program by providing overnight accommodations when other lodging is unavailable. The VPSO program also frequently uses school internet service, office equipment, and meeting spaces. In addition, the VPSO Program has partnered with Maniilaq Association to apply for DOJ COPS grant funding to purchase needed patrol equipment and vehicles. Maniilaq, NWABSD, and NAB make up 3 of the 4 Northwest Arctic Leadership Team organizations that represent the region and have made public safety one of the region's top priorities.

In 2015 NAB received an Alaska Housing Finance Corporation (AHFC) grant to provide public safety housing in Ambler. The borough was required to provide a 20% match or \$195,600 in order to secure these funds from AHFC to build a duplex, which provides housing for both a VPSO and an Alaska State Trooper (on a two week on / two week off rotation). NAB is currently partnering with AHFC to do get housing built in Buckland pending the award documents this year.



## Northwest Arctic Borough Village Public Safety Officer (VPSO) Budget Narrative

**PERSONNEL SERVICES**

## Salary/Overtime

Northwest Arctic Borough (NWAB) currently has six (6) Village Public Safety Officers (VPSO) with a VPSO Coordinator. We utilize a 2080 hours per year pay scale, and the VPSO wages are calculated using the salary schedule provided by the State VPSO program.

The VPSO Coordinator salary is calculated by comparable wages for coordinators/administrators within the statewide VPSO Program. The VPSO Coordinator position is an exempt position.

NWAB's leave accrual is at:

0 through 4 <sup>th</sup> year	25 days
5 <sup>th</sup> to 9 <sup>th</sup> year	30 days
10 <sup>th</sup> and over	35 days

Fringe benefits paid for each position is calculated utilizing an average of 65% per officer. The fringe benefits include group health insurance through the Northwest Arctic Borough School District, paid annual leave, medical, dental, and payment into the Public Employment Retirement System (PERS).

Per diem is calculated following the NWAB per diem rate@ \$99.00 per day. To qualify, the employee must spend more than 4.5 hours away from home or designated duty post. (Employee Handbook 5. b.)

The salary costs paid through the VPSO Salary Schedule, as well as leave accrual, for all new VPSO's as well as the VPSO Coordinator include:

**VPSO Coordinator**

NWAB Coordinator Salary (53.85)	12 months x \$ 8,750.00	\$105,000.00
VPSO Coordinator Personal leave accrual	187.5 hours x \$ 53.85	\$10,096.88
<b>Total cost</b>		<b>\$115,096.88</b>

**VPSO Will / Ambler**

VPSO Ambler	Step C (35.84)	8 months x \$6,212.27	\$49,698.16
Overtime	(53.76)	100 hours x \$53.76	\$5,376.00
	Step D (36.92)	4 months x \$6,399.47	\$25,597.88
Overtime	(55.38)	50 hours x \$55.38	\$2,769.00
Personal leave accrual		187.5 hours x \$35.84	\$6,720.00
<b>Total Cost</b>			<b>\$90,161.04</b>

**New VPSO / Ambler**

VPSO Ambler	Step A (33.79)	12 months x \$5,856.93	\$70,283.20
Overtime	(50.69)	150 hours x \$50.69	\$7,603.50
Personal leave accrual		187.5 hours x \$33.79	\$6,335.63
<b>Total Cost</b>			<b>\$84,222.33</b>

**New VPSO / Kiana**

VPSO Deering	Step C (35.84)	12 months x \$6,212.27	\$74,547.20
Overtime	(53.76)	150 hours x \$53.76	\$8,064.00
Personal leave accrual		187.5 hours x \$35.84	\$6,720.00
<b>Total Cost</b>			<b>\$89,331.20</b>

**New VPSO / Kiana**

VPSO Kiana	Step A (33.79)	12 months x \$5,856.93	\$70,283.20
Overtime	(50.69)	150 hours x \$50.69	\$7,603.50
Personal leave accrual		187.5 hours x \$33.79	\$6,335.63
<b>Total Cost</b>			<b>\$84,222.33</b>

**VPSO Alias / Deering**

VPSO Kivalina	Step A (33.79)	12 months x \$5,856.93	\$70,283.20
Overtime	(50.69)	150 hours x \$50.69	\$7,603.50
Personal leave accrual		187.5 hours x \$33.79	\$6,335.63
<b>Total Cost</b>			<b>\$84,222.33</b>

**New VPSO / Deering**

VPSO Kobuk	Step A (33.79)	12 months x \$5,856.93	\$70,283.20
Overtime	(50.69)	150 hours x \$50.69	\$7,603.50
Personal leave accrual		187.5 hours x \$33.79	\$6,335.63
<b>Total Cost</b>			<b>\$84,222.33</b>



**VPSO Petzoldt / Noatak**

VPSO Noatak	Step D (36.92)	7 months x \$6,399.47	\$44,796.29
Overtime	(55.38)	87.5 hours x \$55.38	\$4,845.75
	Step E (38.04)	5 months x \$6,593.60	\$32,968.00
	(57.06)	62.5 hours x \$57.06	\$3,566.25
Personal leave accrual		187.5 hours x \$36.92	\$6,922.50
<b>Total Cost</b>			<b>\$93,098.79</b>

**New VPSO / Noatak**

VPSO Noorvik	Step D (36.92)	12 months x \$6,399.47	\$76,793.60
Overtime	(55.38)	150 hours x \$55.38	\$8,307.00
Personal leave accrual		187.5 hours x \$36.92	\$6,922.50
<b>Total Cost</b>			<b>\$92,023.10</b>

**New VPSO / Noorvik**

VPSO Noorvik	Step A (33.79)	12 months x \$5,856.93	\$70,283.20
Overtime	(50.69)	150 hours x \$50.69	\$7,603.50
Personal leave accrual		187.5 hours x \$33.79	\$6,335.63
<b>Total Cost</b>			<b>\$84,222.33</b>

**New VPSO / Noorvik**

VPSO Noorvik	Step D (36.92)	12 months x \$6,399.47	\$76,793.60
Overtime	(55.38)	150 hours x \$55.38	\$8,307.00
Personal leave accrual		187.5 hours x \$36.92	\$6,922.50
<b>Total Cost</b>			<b>\$92,023.10</b>

**VPSO Bobek / Shungnak**

VPSO Shungnak	Step C (35.84)	12 months x \$6,212.27	\$74,547.20
Overtime	(53.76)	150 hours x \$53.76	\$8,064.00
Personal leave accrual		187.5 hours x \$35.84	\$6,720.00
<b>Total Cost</b>			<b>\$89,331.20</b>

**New VPSO / Shungnak**

VPSO Shungnak	Step C (35.84)	12 months x \$6,212.27	\$74,547.20
Overtime	(53.76)	150 hours x \$53.76	\$7,828.50
Personal leave accrual		187.5 hours x \$35.84	\$6,720.00
<b>Total Cost</b>			<b>\$89,331.20</b>

**PERSONAL SERVICES BUDGET TOTAL** **\$1,171,508.16**

**FRINGE BENEFITS**

VPSO Coordinator	65% x \$115,096.88	\$74,812.97
VPSO Ambler	65% x \$90,161.04	\$58,604.68

VPSO Ambler	65% x \$84,222.33	\$54,744.51
VPSO Kiana	65% x \$89,331.20	\$58,065.28
VPSO Kiana	65% x \$84,222.33	\$54,744.51
VPSO Deering	65% x \$84,222.33	\$54,744.51
VPSO Deering	65% x \$84,222.33	\$54,744.51
VPSO Noatak	65% x \$93,098.79	\$60,514.21
VPSO Noatak	65% x \$92,023.10	\$59,815.02
VPSO Noorvik	65% x \$84,222.33	\$54,744.51
VPSO Noorvik	65% x \$92,023.10	\$59,815.02
VPSO Shungnak	65% x \$89,331.20	\$58,065.28
VPSO Shungnak	65% x \$89,331.20	\$58,065.28
<b>FRINGE BENEFITS BUDGET TOAL</b>		<b>\$ 761,480.30</b>

**TRAVEL****VPSO Coordinator Meeting/Anchorage**

Travel costs associated with quarterly VPSO Coordinator meetings held in Anchorage include:

Air travel for 4 mtgs/year x \$735.00 airfare x 1 employee	\$ 2,940.00
Lodging 4 mtgs/yr. x 5 nights at \$250.00 per night x 1 employee	\$ 5,000.00
Per Diem 4 mtgs/yr. x 5 days x \$99.00 x 1 employee	\$ 1,980.00
Car Rental 4 mtgs x 5 days @ \$150/d	\$ 3,000.00
<b>Total Cost</b>	<b>\$12,920.00</b>

**VPSO Coordinators Village Visits**

VPSO Coordinator/Public Safety Director will visit 10 villages twice a year. These visits will allow for recruiting, retaining VPSOs, taking inventory of housing, equipment, and office space and making village contacts. The VPSO Coordinator will also attend city council meetings to establish relationships and meet with community members along with the VPSO.

The breakdown for VPSO Coordinator/Public Safety Director travel, lodging, and per diem for village travel is as follows:

Village visits 10 villages x 2 visits/year @ \$504.00 airfare x 1 staff	\$10,080.00.
Per diem 2 days at 99/d for 10 village trips x 1 staff	\$1,980.00

<b>Total Cost</b>	<b>\$12,060.00</b>
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**Alternate 2 week ON/2-week OFF VPSO Travel**

Staffing difficulties of late has required innovative methods for recruiting/retaining VPSO's for our villages. Utilizing a 2 week on/off schedule has been proven to be one method to obtain staff. Our plan is to have a full-time VPSO in each village, but until that happens, we will staff the villages on this schedule.

2 on/off travel Kotzebue to village - 26 trips x \$300 x 12 officers	\$ 93,600.00
2 on/off travel Anchorage to Kotzebue-26 trips x \$200 x 12 officers	\$ 62,400.00
2 on/off per diem day of travel to/from 50 days x \$99	\$4,950.00
<b>Total Cost</b>	<b>\$160,950.00</b>

**VPSO Certification Training and Rural Fire Fighting (RFF) JETT in Sitka**

All VPSO's are required to attend and pass the VPSO Certification training in Sitka per the grant with the State of Alaska. In addition to that, VPSO's are also required to attend rural firefighting training, and one-week emergency trauma technician (ETT) training.

VPSO Certification airfare for training: 8 officers x \$735.00	\$5,880.00
VPSO training lodging: 2 nights at \$250.00 / night x 8 officers	\$4,000.00
VPSO training Per diem 2 days at \$99.00 / day x 8 officers	\$ 1,584.00
VPSO RFF/ETT airfare training: 8 officers x \$735.00	\$5,880.00
VPSO RFF/ETT lodging: 2 nights at \$250.00 / night x 8 officers	\$4,000.00
VPSO RFF/ETT Per Diem: 2 days at \$99.00 / day x 8 officers	\$ 1,584.00
<b>Total Cost</b>	<b>\$22,928.00</b>

**VPSO Coordinator VPSO Graduation**

The VPSO Coordinator will attend the VPSO certification training graduation for VPSO's who passed the academy to show support.

Kotzebue/Sitka round trip x 2	\$ 1,470.00
Lodging \$250/day x 4 days	\$ 1,000.00
Per Diem at \$99.00/day x 4 days	\$ 396.00
<b>Total Cost</b>	<b>\$2,866.00</b>

**Uniform/supply/medical examination/Anchorage**

Air Travel to Anchorage - \$735 rt x 8 officers	\$5,880.00
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Lodging at \$250.00/n x 3 nights x 8 VPSOs	\$ 6,000.00
Per diem at \$99/day x 3 days x 8 VPSOs	\$2,376.00
Medical examination at \$1000.00/per x 8 VPSOs	\$8,000.00
<b>Total Cost</b>	<b>\$22,256.00</b>

**ETT/BLS/EMS Training in Anchorage**

Air Travel to Anchorage - \$735rt x 3 officers	\$2,205.00
Lodging at \$250/night x 3 nights x 3 officers	\$3,750.00
Car Rental at \$150/day x 3 days x 3 officers	\$2,250.00
Per diem at \$99/day x 3 days x 3 officers	\$1,485.00
<b>Total Cost</b>	<b>\$9,690.00</b>

**VPSO Coordinator Professional Development Training**

Air Travel to Training at \$1000rt x 2 trips	\$2,000.00
Lodging at \$250/night x 10 nights	\$2,500.00
Car Rental at \$150/day x 10 days	\$1,500.00
Per diem at \$99/day x 10 days	\$990.00
Registration Fee at \$500 x 2	\$1,000.00
<b>Total Cost</b>	<b>\$7,990.00</b>

<b>TRAVEL BUDGET TOTAL</b>	<b>\$251,660.00</b>
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**EQUIPMENT**

Boat for Ambler/Shungnak/Kobuk area	\$45,000.00
New Side-by-Side x \$42,000.00 x 3	\$126,000.00
New Snow Machine x \$22,000.00 x 4	\$88,000.00
<b>Total Cost</b>	<b>\$259,000.00</b>

**SUPPLIES**

The villages of Noorvik, Kiana, and Noatak each have a boat for VPSO use. We are requesting a total of 500 gallons of fuel at \$13.00 a gallon. This equates to approximately 166 gallons per community for the summer season (3 months).

500 gallons x \$13.00 per gallon	\$6,500.00
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Patrol vehicles to include UTV, ATV, and snow machines for 8 communities, and the VPSO truck in Kotzebue.

2,000 gallons at \$13.00 per gallons	\$26,000.00
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Vehicle maintenance/repairs/upgrades for all vehicles at \$1000.00/year x 8 communities

All vehicles need general maintenance oil change, oil filter change, spark plugs, gear oil, chain case oil etc.

	\$8,000.00
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Barge freight (side by side) to upriver villages from Kotzebue - round trip \$8,800.00 per vehicle x 2	\$17,600.00
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Air freight from village to Kotzebue and back (snow machines/four wheelers) for yearly maintenance/upkeep/repair round trip. \$820.00 per vehicle x rt x 10 vehicles.	\$5,000.00
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VPSO recruitment material for all medias to include but not limited to newspapers, magazines, websites, regional GCI advertisement, and other promotional material.

\$500.00 per month for 12 months	\$6,000.00
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Housing maintenance 6 village houses x 1000/year	\$6,000.00
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General maintenance is required for the upkeep of all 6 VPSO village houses. On occasion windows, doors, heating elements and glycol with other maintenance is needed to be changed out.

Six communities (Ambler, Deering, Kiana, Noorvik, Noatak and Shungnak) have housing for house VPSOs while working their 2 weeks on and 2 weeks off schedules. The Borough is responsible for paying the heating fuel, electricity, water, and sewer as well as vehicle fuel. The overall house operating costs include: Ambler, Kiana, Kobuk, Noorvik, Noatak, and Shungnak houses along with the VPSO offices for the village of Shungnak and the village of Kivalina.

Ambler – Utilities at \$850.00 per month	\$10,200.00
Ambler – Heating Oil: 500 gallons x \$14.75/g x 6	\$45,000.00
Kiana – Utilities at \$500.00 per month	\$6,000.00
Kiana – Heating Oil: 500 gallons x \$8.50/g x 6	\$27,000.00
Deering – Utilities at \$800.00 per month	\$9,600.00
Deering – Heating Oil: 500 gallons x \$15.82 x 6	\$48,000.00
Noorvik – Utilities at \$500.00 per month	\$6,000.00
Noorvik – Heating Oil: 500 gallons x \$7.43/g x 6	\$24,000.00
Noatak – Utilities at \$800.00 per month	\$9,600.00
Noatak – Heating Oil: 500 gallons x \$15.00 x 6	\$45,000.00
Shungnak – Utilities at \$600.00 per month	\$7,200.00
Shungnak – Heating Oil: 500 gallons x \$15.82/g x 6	\$48,000.00

Kotzebue VPSO house rental to reduce hotel lodging costs in Kotzebue for 2 on and 2 off VPSOs (for 12 officers) who are en-route/return from villages.

Rent/Utilities at \$2300/m x 12 months	\$27,600.00
Heating Oil: 500 gallons x \$8.49/g x 6	\$27,600.00

Relocation expenses for 2 new VPSO's = 2 at \$2,500.00	\$5,000.00
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NWAB allows up to \$2,500 dollars to help with relocation costs for new staff.

Office supplies for 6 VPSOs to include the VPSO Coordinator x \$500	\$ 3,000.00
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Office supplies i.e., pens, paper, staples, toner, notepads, calendars, highlighters and more.

PPE disposable boot covers, gloves, Tyvek suits, goggles, face masks, hand sanitizers, Clorox wipes, etc.

6 villages + 1 coordinator x 500.00 per	\$3,500.00
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NWAB has 6 warm storage buildings for safe keeping of vehicles (side by side, snow machines) 5 buildings will need maintenance/upkeep to maintain buildings.

6 buildings x 1000/year. \$6,000.00

Postage/freight is needed to mail supplies from Kotzebue to villages or Anchorage VPSO office.

Postage is \$5,000.00 for 12 months \$5,000.00



Internet connections are needed for new installations plus maintain monthly service in 6 new office locations for the villages of Buckland, Deering, Kiana, Kivalina, Kobuk and Noorvik.

6 new installations x \$2000.00 per site.	\$12,000.00
New cell phones for 3 village locations (new sites) 3 x \$1000	\$3,000.00
New hire background checks 8 at \$200/check	\$1600.00
<b>Supplies Budget Total</b>	<b>\$ 455,000.00</b>

### **CONTRACTUAL**

High-speed satellite internet is the only way to have a reliable internet connection in the villages to be able to communicate with the Alaska State Troopers, NWAB and other partnering agencies like the Division of Juvenile Justice (DJJ), Office of Children's Services (OCS), Adult probation. Internet connection is also pertinent to be able to complete reports using the Alaska Reporting Management System (ARMS).

Monthly internet cost is \$185.00 x 12 m x 6 locations	\$13,320.00
Cellular phone service at \$90.00 x 12 m x 13 (12 VPSO/1 Coordinator)	\$14,040.00
Cellular phones are needed to be able to respond to calls and to be in contact with all agencies.	
Insurance for VPSO vehicles 1 x \$4,200 a year	\$10,000.00
All vehicles need insurance coverage.	

<b>Contractual Budget Total</b>	<b>\$37,360.00</b>
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### **INDIRECT RATE**

Direct costs consist of those costs that can be readily identified specifically with a contract, grant, or program and therefore are charged to that project. The accounting system records these costs as they are incurred within a series of accounts assigned for that purpose. NWAB maintains adequate internal controls to ensure that no cost is charged both directly and indirectly to Federal contracts or grants.

The following indirect costs incurred for the operation of the administration of NWAB have been classified as indirect costs in accordance with the standards for indirect costs as described in Circular A-122 issued by the Office of Management and Budget. For reasons

itemized below, these costs have been determined to comply with the above stated criteria and are therefore to be consistently charged as indirect costs within the funding formulas determined by the cognizant agencies. All items listed below have been determined to benefit more than one cost objective and are not readily allocable to benefiting contracts, grants, and programs.

1. Salaries paid to the administrative staff of NWAB.
2. Fringe benefits, including payroll taxes, retirement, and medical insurance for the administrative staff,
3. Travel, including meals, lodging, and transportation costs for indirect personnel conducting NWAB business that is of an indirect nature (i.e., the benefit is not directly related to one program, but instead benefits many programs). Per Diem follows the guidelines established by NWAB which are less than those established for the Federal Government by the General Services Administration.
4. Insurance costs for the general umbrella policy and the fidelity bond of the Organization.
5. Office supplies, including office supplies used that cannot be specifically identified with a particular contract, grant, or program, copying costs and postage.
6. Telephone and utilities.
7. Consultants, including attorney fees and audit fees.
8. Repairs and maintenance of the Organization facilities that are utilized by contracts, grants, and programs.
9. Depreciation and interest costs on building loan.
10. Board of Directors fees and travel costs.

Other indirect costs may be included in the administration of the indirect cost pool. Costs included in the indirect cost pool may not be limited to the above list; however, they are the only such costs foreseen at this time. Each cost is examined for compliance with prescribed criteria before being classified as an indirect cost.

<b>Indirect rate at 9.0% x \$2,677,134</b>	<b>\$240,942.06</b>
<b>Budget Total</b>	<b>\$3,176,950.52</b>

### Summary

In summary, NWAB would like to continue to support the VPSO program through the State of Alaska VPSO program grant. This program is vital for each community and benefits the whole region.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-50**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH  
ASSEMBLY APPROVING ENGAGEMENT OF ALTMAN, ROGERS & CO.  
TO CONDUCT THE FY23 AUDIT.**

**WHEREAS:** the Northwest Arctic Borough contracted with Altman, Rogers & Co. in completion of the FY22 audit and wishes to contract for continuing auditing services and work for the FY23 audit; and

**WHEREAS:** under Borough Code § 6.16.320, the Borough may procure qualifying professional services without competition; and

**WHEREAS:** the Northwest Arctic Borough Assembly wishes to authorize a contract with Altman, Rogers & Co. and authorize an engagement of Altman, Rogers & Co. to conduct the Borough's FY23 audit in a total amount not to exceed \$102,800.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves engagement of Altman, Rogers & Co. to conduct the Borough's FY23 audit in a total amount not to exceed \$102,800 and authorizes the Mayor to execute a contract in substantially the same form as accompanies this resolution.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Stella Atoruk, Borough Clerk**

**ATTEST:**

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

Contract No.: FY24-11 Effective Date: July 1, 2023  
NAME OF CONTRACTOR: Altman, Rogers & Co.  
EIN#: \_\_\_\_\_ BUSINESS LICENSE #: 161807

SCOPE OF SERVICES: To provide audit services for the Northwest Arctic Borough as further outlined in **Exhibit A**.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH ("NAB"), an Alaska Municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, and ALTMAN, ROGERS & CO. ("Contractor"), whose address is 3000 C Street N., Suite 201, Anchorage, AK 99503.

**1. CONTRACTOR'S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services ("Project") more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contracting Officer. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the change order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed change order signed by the Contracting Officer, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contracting Officer. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach Agreement after good faith negotiations, the Contracting Officer shall determine the appropriate credit or reduction by written decision.

1.4 Authorization. Contractor acknowledges that all changes in the scope of the project, services, and compensation must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services agreement, duly executed and signed by the Contracting Officer. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that: (a) no kickback, payment, gratuity, gift, contingent fee or other financial benefit has been paid or received by Contractor; and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## **2. COMPENSATION**

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## **3. RESOURCES AND RECORD KEEPING**

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel and other resources necessary for Contractor to perform the Project described in **Exhibit A**.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, joint venturer of NAB. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License, and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights hereunder, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain subcontractors in conjunction with the Agreement without the prior written approval of NAB.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductible and for such period of time as set forth in **Exhibit B**. Prior to commencing the Agreement, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Agreement; provided that, any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it



is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts

## 8. CONDITIONS PRECEDENT TO AGREEMENT

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

☒ *Contract over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

☐ *Contracts under \$75,000 and within the current fiscal year:* the Mayor executes this Agreement on behalf of NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## 9. OWNERSHIP OF DOCUMENTS

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## 10. TERMINATION

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than fifteen (15) days' written notice of termination. Unless otherwise specified, Contractor may terminate for convenience by providing the advance, written notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable; a time provided for curing the default if the default is curable; and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates the Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for a cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## 11. SUSPENSION OF WORK

NAB may suspend work under the Agreement in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## 12. TAXES

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor, that such subcontractor has obtained all required insurance, permits, and paid all required taxes.



### 13. ADDITIONAL PROVISIONS

13.1 Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire Agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and Agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns and legal representatives.

13.3 No third party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive, and NAB reserves the right to enter into separate Agreements directly with any contractor, supplier, or Contractor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB”, it includes NAB or the Contracting Officer for this contract. The singular includes the plural, and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of moneys by NAB under this Agreement shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented first to the Contracting Officer for written decision. If the Contractor disputes a decision of the Contracting Officer, the Contractor shall request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contracting Officer's decision, whether the decision is communicated informally or in writing. The Contracting Officer shall issue a decision, or reconsideration decision, within 30 days of receiving the written request for review.

13.9.2 Unless the Mayor is the Contracting Officer, any request for review of the Contracting Officer's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contracting Officer's decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within 30 days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional 30 days. In any event, the Mayor's decision shall be final, unless the Mayor has referred the matter to the Assembly, in which case the Assembly's decision shall be final.

Approved this \_\_\_\_ day of \_\_\_\_\_ 2023.

NORTHWEST ARCTIC BOROUGH

CONTRACTOR  
Altman, Rogers & Co.

By: \_\_\_\_\_

By: \_\_\_\_\_  
Donald L. Hanni, CPA  
Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTING OFFICER:

Position/Title: Finance Director

Full Name: Angie Sturm

## **EXHIBIT A**

### **SCOPE OF SERVICES AND SCHEDULE**

(1) **SCOPE OF SERVICES.** Contractor shall conduct an audit of NAB's financial statements and federal and state awards for the year ending June 30, 2023. This service includes, but is not limited to, the following tasks:

- Express an opinion on the fair presentation of the annual financial statements and include reasons for qualifying the opinion, disclaiming an opinion, or rendering an adverse opinion.
- Audit all funds and account groups of NAB in accordance with Generally Accepted Auditing Standards (GAAS), applicable pronouncements of the Governmental Accounting Standards Board (GASB) and Financial Accounting Standards Board (FASB), applicable provisions of the U.S. Office of Management and Budget, and any specific standards required by NAB grantors.
- Conduct tests of NAB accounting records and perform other procedures that Contractor considers necessary in order to express an opinion on the financial statements' conformity with generally accepted accounting principles.
- Prepare an audited financial report from the audited NAB records with Contractor's opinion of those records.
- Prepare required audit reports for federal and state single audits.
- Assist, at NAB's request, in production of financial reports.
- Review NAB internal controls and accounting cycles, as deemed necessary by Contractor, and prepare a Letter to the Governing Board noting internal control weaknesses and recommendations for improvement. The letter shall address areas essential for sound financial control and areas Contractor has determined could be improved.
- Be available to NAB throughout the fiscal year to assist with accounting, budgeting, and financial matters.
- Assist NAB management with implementing new GASB standards.
- Present an annual wrap-up document to the Borough Mayor and Finance Director that will include:
  - Contractor's responsibility under generally accepted United States auditing standards,
  - Significant accounting policies,
  - Management judgements and accounting estimates,
  - Significant audit adjustments,
  - Other information in documents containing audited financial statements,
  - Disagreement with management,
  - Management consultation with other accountants,
  - Major issues discussed with management prior to retention,

- Difficulties encountered in performing the audit, and
- Any other required communication under generally accepted United States auditing standards.
- Provide weekly progress reports during the course of the audit to NAB's Finance Director.
- Participate in pre- and post-audit conferences and progress report meetings as requested by NAB.
- Present to NAB the financial statements and the Letter to the Governing Board.

Contractor shall also prepare the annual 990 return for the NAB-supported 501(c)(3) entity, Sulianich Association.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced effective on the 1<sup>st</sup> day of July 2023, and shall be completed not later than the 30<sup>th</sup> day of June 2024, with the audit of NAB's financial statements and federal and state awards for the year ending June 30, 2023, completed no later than the 31<sup>st</sup> day of December 2023.

This schedule for completion \_\_\_\_\_ DOES / ☒ DOES NOT exceed the fiscal year in which the work was authorized. Refer to Section 1.1 of the Agreement.

*Schedule for Deliverables:*

<u>Date</u>	<u>Description of Deliverable</u>
August 2023	Complete planning
September/October 2023	Conduct fieldwork
November/December 2023	Report and deliver finalized financial statements
November 2023	Prepare form 990

Time extensions or variations from this schedule must be requested from the Contracting Officer designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contracting Officer.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

☐

Contractor is not authorized to terminate for convenience.

☒

Contractor may terminate this Agreement upon thirty (30) days' written notice for convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**

## EXHIBIT B

### COMPENSATION, PAYMENT, AND INSURANCE

**Instructions:** (1) Select ONE Compensation Option (1A, 1B, 1C); (2) Determine if reimbursable costs apply, and if so, the types that are eligible and any restrictions; (3) Document the hourly rate(s) for Additional Services if applicable; (4) Identify the "Not to Exceed" figure and any breakdown within costs and services; (5) Verify insurance requirements; (6) Check appropriate options; and (7) Initial each page.

1. **COMPENSATION METHOD.** NAB shall pay to Contractor as compensation for services actually rendered the following fee(s) (*select option 1A, 1B, or 1C*).

☐

**A. FIXED FEE PER SCOPE OF SERVICES UNDER THIS AGREEMENT**

<u>Deliverable, Task Or Phase</u>	<u>Fixed Fee</u>
-----------------------------------	------------------

Contract Total: \$

~~A.1 Monthly progress payments shall be determined by percentage of completion of designated deliverables, tasks, or phases.~~

~~A.2 The Additional Services clause provided below, applies to additional services provided under and authorized in accordance with this Agreement, unless the parties negotiate a fixed fee for such services. The Additional Services rates may also be used to evaluate the fair and equitable credit due NAB, in the event of termination for convenience, suspension of work, work reduction or change order.~~

☒

**B. HOURLY RATE(S) AND COSTS WITH CAP**

Audit fee estimates:

Audit fieldwork	\$71,300
-----------------	----------

Federal compliance, includes one major federal program	\$5,000
--	---------

State Compliance, includes one major state program	\$5,000
--	---------

Preparation of financial statement and review	\$7,500
---	---------

Estimated audit fee:	<u>\$88,800</u>
----------------------	-----------------

Sulianich 990 fee estimates:

Preparation of 990	\$4,000
--------------------	---------

Total estimated services amount:	<u>\$ 92,800</u>
----------------------------------	------------------



Estimated rates and hours:		
Individual	Hourly Billing Rate	Estimated Hours
Principal/QCR	\$300	78
Manager/Supervisor	\$220	122
Senior	\$180	122
Staff	\$145	140

**B.1** All chargeable hours and fees must be reasonable in light of Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in ¼ hour increments.

**B.2** Estimated hours and fees are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or costs or to perform work not requested or authorized by the Contracting Officer.

**B.3** The hourly rate includes overhead and profit of Contractor, costs for providing auditing services. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

☐ **C. MONTHLY FEE**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ Est. Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_ NOT TO EXCEED AMOUNT FOR SERVICES: \$ \_\_\_\_\_

~~The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contracting Officer.~~

~~The monthly rate includes all overhead and profit of Contractor.~~

2. **REIMBURSABLE COSTS** Check if **NOT** Applicable: ☐

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed under this Agreement, if this Section 2 is designated as applicable, as follows:

Out of pocket expenses will be reimbursed for reasonable and actual amounts for airfare, meals, lodging, and typing.

All reimbursements must be itemized and supported by receipts and proper proof to be payable.

3. **ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
Not Applicable		

4. **TOTAL NOT TO EXCEED AMOUNT.** Unless and until Change Order is signed by Contractor and the Contracting Officer, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed: **\$102,800.**

5. **MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

5.1 **Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred, within thirty days of performing the service or incurring the expense. The invoice shall legibly itemize the tasks or deliverables addressed or completed, and accurately state the percentage of total services completed at the time of the invoice. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, hourly rate, and the nature of the task addressed by each person. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

5.2 **Payment due date.** NAB agrees to pay valid invoices from Contractor within fifteen (15) days after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement.



**5.3 Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

**5.4 Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

**5.5 Final Invoice.** Unless this Agreement is renewed, Contractor shall designate its final invoice as "*Final*", and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within 30 days, absent due cause for delay or dispute.

**6. INSURANCE.** Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
6.1	Professional Liability	\$2,000,000	N/A
6.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$500,000	N/A
6.3	Statutory Workers' Compensation Protection	As required by law	N/A

## **7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** Contractor serves at the pleasure of the Mayor. In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by Contractor under this Agreement as of the effective date of suspension or termination. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

## **EXHIBIT C**

### **SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-51**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH  
ASSEMBLY TO APPROVE A GRANT FROM THE ALASKA ENERGY  
AUTHORITY RENEWABLE ENERGY FUND FOR A SOLAR PV  
PROJECT IN THE COMMUNITY OF SELAWIK, ALASKA, AND FOR  
RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough is the home rule regional government for Northwest Alaska that provides essential programs and services to improve the quality of life for Borough residents, and is eligible to receive this grant; and

**WHEREAS:** Selawik wishes to pursue renewable energy to decrease the use of diesel fuel, increase the community's energy security, and improve its resilience in the face of extreme weather events; and

**WHEREAS:** the Borough supports the use and development of clean energy solutions in its villages; and

**WHEREAS:** the community of Selawik has collected sufficient data to determine that installation of a solar PV system is both technically and economically viable; and

**WHEREAS:** as authorized under Assembly Resolution 22-71, the Borough applied and was awarded a grant for the purpose of designing and constructing a solar PV system from the Alaska Energy Authority's (AEA) Renewable Energy Fund on behalf of the Native Village of Selawik; and

**WHEREAS:** as part of the grant requirement, the Borough will allocate a portion of Village Improvement Funds already awarded to the Native Village of Selawik under Assembly Resolution 22-60 as matching resources for the project in the amount of \$251,500.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves acceptance of an AEA Renewable Energy Fund grant application on behalf of the Native Village of Selawik and authorizes Mayor Dickie Moto, Sr. to execute any documents on behalf of the Borough required to carry out the grant and solar PV system.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

**Nathan Hadley, Jr., Assembly President**


**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

**Stella Atoruk, Borough Clerk**

**ATTEST:**

<h2 style="margin: 0;">Alaska Energy Authority Grant Agreement</h2>					
Grant Agreement Number 7015003		CFDA Number	Amount of Funds: \$ 1,134,500		<b>AEA use only</b> Managed <input type="checkbox"/> Pass-thru <input checked="" type="checkbox"/>
Project Code(s) 411014	Proposal Number: RE15003		Period of Performance: From: 07/01/2023 To: 12/31/2025		
Project Title: Selawik Solar PV					
<b>Grantee</b>			<b>Grantor</b>		
Name Northwest Arctic Borough			Alaska Energy Authority		
Street/PO Box P.O. Box 1110			Street/PO Box 813 W. Northern Lights Blvd		
City/State/Zip Kotzebue, AK 99752			City/State/Zip Anchorage, AK 99503		
Contact Person Ingemar Mathiasson			Contact Person Ryan McLaughlin, Project Manager		
Phone: 907-445-2031	Fax: 907-442-2930	E-mail: imathiasson@nwabor.org	Phone: 907-771-3012	Fax: 907-771-3044	E-mail: RMcLaughlin@akenergyauthority.org

**AGREEMENT**

The Alaska Energy Authority (hereinafter 'Authority') and Northwest Arctic Borough (hereinafter 'Grantee'),

**Section I.** The Authority shall grant funds to pay for expenses incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ 1,134,500, unless the grant amount is amended as provided herein.

**Section II.** The Grantee shall apply the grant funds to the Project and perform all of the work and other obligations required by this Agreement.

**Section III.** Performance under this agreement begins 07/01/2023 and shall be completed no later than 12/31/2025.

**Section IV.** The agreement consists of this page and the following:

<p style="text-align: center;"><b>Appendices</b></p> <p>Appendix A: General Provisions</p> <p>Appendix B: Standard Provisions</p> <p>Appendix C: Grantee Proposal/Scope of Work</p> <p>Appendix D: Project Management &amp; Reporting Requirements</p> <p>Appendix E: Project Budget &amp; Reimbursement Provisions</p> <p>AMENDMENTS: Any amendments to this Agreement must be signed by authorized representatives of Grantee and the Authority and should be listed here.</p>	<p style="text-align: center;"><b>Attachments/Forms</b></p> <p>Attachment 1: Financial Report/Request for Reimbursement Form</p> <p>Attachment 2: Progress Report Form</p> <p>Attachment 3: Notice of Project Closeout</p> <p>Attachment 4: Grantee Certification</p> <p>Attachment 5: Waiver of Sovereign Immunity</p>
--	---

<b>Grantee</b>	<b>Authority Project Manager</b>	<b>AEA Director</b>
Signature _____ Date _____	Signature _____ Date _____	Signature _____ Date _____
Dickie Moto, Mayor	Ryan McLaughlin, Project Manager	Audrey Alstrom, AEA Director
<b>Executive Director or Designee</b>	Signature _____ Date _____	Curtis Thayer, AEA Executive Director

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## APPENDIX A GENERAL PROVISIONS

### 1. Definitions

In this Grant Agreement, attachments and amendments:

- a) "Authority" means the Alaska Energy Authority, a public corporation of the State of Alaska.
- b) "Authority Project Manager" means the employee of the Authority responsible for assisting the Grantee with technical aspects of the Project and is one of the Grantor's contacts for the Grantee during all phases of the Project.
- c) "Authorized Representatives" means those individuals or entities authorized by an entity to act on its behalf, with delegated authority sufficient to accomplish the purposes for which action is needed.
- d) "Economic Life" means 30 years from the date of the final disbursement.
- e) "Executive Director" means the Executive Director of the Authority or the Executive Director's authorized representative.
- f) "Grantee Project Manager" means the person designated to fulfill the obligations arising under Appendix B, Section 9 "Grantee Project Manager".
- g) "Matching Contributions" means the cash, loan proceeds, in-kind labor, equipment, land, other goods, materials, or services a Grantee provides to satisfy any match requirements of a grant or to complete the Project.
- h) "Project" means Selawik Solar PV as defined in Appendix C (Scope of Grant) for which funds have been made available.
- i) "State" means the State of Alaska.

### 2. Indemnification

As a condition of this Grant, the Grantee shall indemnify, hold harmless, and defend the Authority and the State of Alaska from and against any claim of, or liability for, error, omission or negligent act of the Grantee arising out of, or in any way connected with, this Grant Agreement or the project for which the Grant is made. The Grantee shall not be required to indemnify the Authority or State of Alaska for a claim of, or liability for, the independent negligence of the Authority or State of Alaska agency. If there is a claim of, or liability for, the joint negligent error or omission of the Grantee and the independent negligence of the Authority or State of Alaska, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Grantee" and "Authority" and "State of Alaska," as used within this section, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Authority's or State of Alaska's selection, administration, monitoring, or controlling of the Grantee and in approving or accepting the Grantee's work.

### 3. Information Technology Risks and Warranties

Neither the Authority nor the State of Alaska makes any warranty, express or implied or assumes any legal liability or responsibility for the Grantee's use of the software, equipment or other related services provided by this grant or included in the project for which the grant is made. The Grantee



understands that although the Authority may procure software services or equipment on behalf of the grantee, the use of this software, equipment or other related services is at the Grantee's own risk. The Grantee bears the entire risk of using these services, such as any damages or liabilities resulting from a cyber-attack or computer virus on its own computers, communication systems and networks.

The Grantee acknowledges that computer, communications systems and networks are not fault-free and occasional periods of downtime occur. The Authority and the State of Alaska do not guarantee these services will be uninterrupted, timely, secure or error-free.

#### **4. *Workers' Compensation Insurance***

The Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30.

#### **5. *Insurance***

The Grantee is responsible for obtaining and maintaining any necessary insurance and endorsements as defined in Appendix B Standard Provisions

#### **6. *Equal Employment Opportunity (EEO)***

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer (EEO) and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

#### **7. *Public Purposes***

The Grantee agrees that the Project to which this Grant Agreement relates shall be dedicated to public purposes and any project constructed or equipment or facilities acquired, shall be owned and operated for the benefit of the general public. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement. The benefits of the Project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

#### **8. *Officials Not to Benefit***

No member of or delegate to Congress or the Legislature, or officials or employees of the Authority or Federal government may share any part of this agreement or any benefit to arise from it.

## **9. Governing Law**

This Grant Agreement is governed by the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage.

## **10. Compliance with Applicable Law and Funding Source Requirements**

The Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein. Refer to Appendix B Standard Provisions for more specific requirements.

## **11. Severability**

If any section, paragraph, clause or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be unaffected and enforced to the fullest extent possible, and the invalid or unenforceable provision shall be deemed replaced with a valid and enforceable provision that is as similar as possible to such invalid or unenforceable provision.

## **12. Non-waiver**

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

## **13. Integration**

This instrument and all appendices, amendments, attachments, hereto embody the entire Agreement of the parties concerning the grant funds granted hereunder. There are no promises, terms, conditions, or obligations regarding said funds other than those contained in the documents described above; and such documents shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. To the extent there is any conflict between the provisions of Appendix A and B and the Grantee's application or proposal, the provisions of Appendix A and B prevail.

## **14. Grantee Not Agent of Authority**

The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this Grant Agreement.

## **15. Disputes**

Any dispute arising under this Grant Agreement which is not disposed of by mutual agreement must be dealt with in accordance with 3 AAC 108.915.

## **16. Termination**

- a) The Grantee shall have no rights to compensation or damages for termination except as provided in this Section.
- b) In addition to all other rights available under law, the Authority may terminate this Agreement or stop work on the Project for the convenience of the Authority or for cause upon ten (10) days written notice.

- c) "Cause" for termination shall exist when the Grantee has failed to perform under this Agreement, has been stagnant on progression of the project for 2 years, has provided incorrect or misleading information or has failed to provide information which would have influenced the Authority's actions. In order for termination to be for cause, the Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this Agreement is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Authority for all grant funds expended under this Agreement by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The Grantee shall also reimburse the Authority for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Authority as a result of the Grantee's failure to perform or provision of incorrect or misleading information. The Authority may require the Grantee to return to the Authority some or all of the Project assets and the fair market value of the returned Project assets will be applied to reduce the amount of reimbursement the Grantee owes the Authority under this subsection d.
- e) If this Agreement is terminated at the sole request of the Authority for the sole reason of its convenience, the Grantee is not required to reimburse the Authority for funds expended prior to the date of termination. If the Grantee has incurred costs under this agreement, the Grantee shall only be reimbursed by the Authority for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Authority's reimbursement to the Grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.
- f) If the basis for the termination of the Agreement or stop work under Section 16(b) is capable of being cured, the Authority shall provide the Grantee thirty (30) days from the date the termination or stop work becomes effective for the Grantee to cure the basis for the termination or stop work. If the Grantee cannot reasonably cure the basis for the termination or stop work within this thirty (30) day period, but the Grantee promptly undertakes and diligently pursues such cure, the cure period shall be extended to sixty (60) days. The Authority may further extend the cure period if the Grantee demonstrates that it is prohibited from curing the basis for termination or stop work by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceedings. If the Grantee cures the basis for the stop work, the stop work will be lifted. Until the Agreement is reinstated or stop work lifted, the Authority may not disburse any amount under this Agreement to the Grantee except as otherwise specifically provided in this section.

## **17. Termination Due to Lack of Funding**

In the event funding from the Authority, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the Authority may terminate the agreement, reduce funding, or re-negotiate subject to those new funding conditions.

**18. No Assignment or Delegation**

The Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Executive Director or Designee.

**19. No Third Party Beneficiaries**

Except as otherwise specified in this agreement, no person is a third party beneficiary of this Agreement and this Agreement creates no third party rights. Specifically, any person who is not a party to this Agreement shall be precluded from bringing any action asserting the liability of a party or asserting any right against a party to this Agreement, through the terms of this Agreement. No person, other than a party to this Agreement, may bring any action based upon this Agreement for personal injuries, property damages, or otherwise.

**20. No Additional Work or Material**

No claims will be allowed for additional work, materials, or equipment, not specifically authorized in this Grant Agreement, which are performed or furnished by the Grantee.

**21. Changes**

Any changes which have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of a written Amendment. Any such Amendment must be dated and signed by Authorized Representatives of the Authority and the Grantee.

**22. Right to Withhold Funds**

The Authority may withhold payments under this Grant Agreement for non-compliance with any of the provisions of this Grant Agreement.

**23. Remission of Unexpended Funds**

The Grantee shall return all unexpended grant monies to the Authority within 90 days of the Project completion.

**24. Tax Compliance Responsibilities of Grantee**

The Grantee is responsible for determining applicable federal, state, and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Authority may issue an IRS Form 1099 for Grant payments made. The Grantee shall pay all federal, state and local taxes incurred by the Grantee and shall require the payment of all applicable taxes by any contractor or any other persons in the performance of this Grant Agreement.

**25. Lobbying Activities**

In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the United States Congress or Alaska Legislature. No portion of these funds may be used for lobbying or propaganda purposes as prohibited in AS 37.05.321, 18 U.S.C. 1913, 31 U.S.C. 1352, or other laws as applicable.

**26. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. In addition, the accounting system must keep separate all grant funds awarded under this grant agreement.

## **27. Procurement Standards**

Grantees will follow competitive purchasing procedures that: 1) provide reasonable competitive vendor selection for small dollar procurements; 2) provide for competitive bids or requests for proposals for contracts and procurements greater than \$100,000; 3) provide a justification process for non-competitive procurements or contracts; 4) document the source selection methods used for all contracts, equipment, or material transactions greater than \$10,000. Grantees who have questions about their procurement procedures or a specific procurement should contact the Authority's Grant Manager.

## **28. Reporting Requirements**

The Grantee shall submit progress reports to the Authority according to the schedule established in Appendix D of this Grant Agreement.

## **29. Ownership of Documents and Products**

Except as otherwise specifically agreed, all designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this agreement are public domain and may be used by the Authority and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Except as otherwise specifically agreed, and without limiting any Intellectual Property requirements of a federal funding agency, the Authority shall have unlimited rights to use and to disseminate any data produced or delivered in the performance of the contract. For purposes of clarity, nothing in this section precludes Grantee from using any document or product with respect to the Project or other Grantee uses.

## **30. Inspections and Retention of Records**

The Grantee shall keep a file for financial, progress and other records relating to the performance of the grant agreement. The file must be retained for a period of four years from the fully executed close out of the grant agreement or until final resolution of any audit findings claim or litigation related to the grant. The Authority may inspect, in the manner and at reasonable times it considers appropriate, records and activities under this Grant Agreement.

## **31. Audits**

This Grant Agreement is subject to 2 AAC 45.010 single audit regulations for State Grants. The Grantee must comply with all provisions of 2 AAC 45.010 and any additional audit requirements outlined in Appendix D.

Commercial (for-profit) entities shall obtain an audit by an independent auditing firm similar to a program audit prepared under 2 CFR 200. The auditee and auditor shall have basically the same responsibilities for the federal or state program as they would have for an audit of a major program in a single audit. The expenditure threshold is \$750,000 in the commercial entity's fiscal year.

## **32. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds from the State of Alaska and to execute the Project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Authority and the State of Alaska shall be at all times as an independent Grantee.

### **33. Grant Close out**

Upon completion of all work and expenditure of all grant funds related to the Project the Authority will provide written notice to the Grantee that the Grant will be closed. The Grantee shall sign the Notice of Project Closeout within 30 days after it is delivered by the Authority. The Grant will be considered closed upon receipt of the signed Notice of Project Closeout.

The Grant will be administratively closed if the Grantee fails to return the Notice of Project Closeout within 30 days after it is delivered by the Authority. If the Grantee has a valid reason for the Grant to remain open, they must contact the Authority in writing within 30 days.

No additional reimbursements will be made to the Grantee after the grant is closed out.

## Appendix B Standard Provisions

### 1. **Grant Funding Sources**

This Grant is subject to appropriation and availability of funds as listed below:

State of Alaska	\$1,134,500	SLA 2023 Ch. XX, Sec. 14, Pg. 83, Ln. 25-27
Northwest Arctic Borough	<u>251,500</u>	Community Cash Match
Total Funding	<u>\$1,386,000</u>	

Grantee acknowledges that if additional grant funds are made available they are subject to the terms and conditions of this Agreement and any amendment.

### 2. **Governing Laws**

The Grantee shall perform all aspects of this Project in compliance with all applicable state, federal and local laws.

### 3. **Documentation and Record Keeping**

The Grantee shall maintain the following in their files:

- Grant application;
- Grant agreement and any amendments;
- All written correspondence or copies of emails relating to the Grant;
- Reports, including any consultant work products;
- A separate accounting of grant income and expenditures;
- Supporting documentation for the expenditures charged to the grant (including supporting documentation for all required matching contributions).

The Authority and any authorized federal representative may inspect, in the manner and at any reasonable time either considers appropriate, the Grantee's facilities, records, and activities funded by this Grant Agreement.

### 4. **Eligible Costs**

The Authority, as Grantor, shall have sole discretion to determine which project costs are eligible to be paid from Grant monies under this agreement. Only direct costs of the Project are eligible for payment or reimbursement from grant funds. Indirect costs are not allowed under this grant unless approved by the Authority in Appendix E.

The eligible costs will be determined in accordance with 3 AAC 107.600 – 695 and the Request for Applications dated October 4, 2022; which is incorporated by reference into this grant agreement.

### 5. **Insurance Requirements**

The following insurance requirements are in effect for this Project. Grant funds may be used to procure Project related insurance and the Authority will work with the Grantee to ensure that these requirements are met. Insurance will be obtained with an insurance carrier or carriers covering



injury to persons and property suffered by the State of Alaska, Alaska Energy Authority or by a third party as a result of operations under this grant. The insurance shall provide protection against injuries to all employees of the Project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Bests Rating of at least A-VII and be required to notify the Authority, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Grantee's indemnity responsibility. However, costs for any coverage in excess of specific limits of this agreement are the responsibility of the Grantee and may not be charged to this grant agreement.

The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this Project:

- a. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:  
Waiver of subrogation against the State and the Alaska Energy Authority and Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
- b. Commercial General Liability: on an occurrence policy form covering all operations under this Project with combined single limits not less than:  
\$1,000,000 Each Occurrence;  
\$1,000,000 Personal Injury;  
\$1,000,000 General Aggregate; and  
\$1,000,000 Products-completed Operations Aggregate.

The State of Alaska and Alaska Energy Authority shall be named as an Additional insured.

- c. Automobile Liability: covering all vehicles used in Project work, with combined single limits no less than \$1,000,000 each occurrence.

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska and Alaska Energy Authority, whether self-insurance or otherwise.

The Authority's acceptance of deficient evidence of insurance does not constitute a waiver of Grant requirements.

## **6. Sovereign Immunity**

By execution of this grant agreement, the Grantee irrevocably waives any sovereign immunity which it may possess, and consents to suit against itself or its officials, under the laws of the State of Alaska, in the courts of the State of Alaska as to all causes of action by the Authority arising out of or in connection with this agreement. If the Grantee is an entity which possesses sovereign immunity, it shall provide the Authority with a resolution of the Grantee's governing body waiving sovereign immunity, and such resolution shall be incorporated into this agreement as an Attachment. (See Attachment 5)



## **7. Procurement and Suspension and Debarment**

When the Grantee enters into a transaction with an entity for the purchase of goods or services that are expected to equal or exceed \$25,000, or meet other special criteria as specified in 2 CFR section 180.220, the grantee is required to verify that the entity and its principals as defined in 2 CFR section 180.995, are not suspended or debarred or otherwise excluded from participating in the transaction. The Grantee must verify the eligibility of the entity and its principals by one of the following: (1) checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA) (Note: EPLS is no longer a separate system; however, the OMB guidance and agency implementing regulations still refer to it as EPLS) and available at <https://www.sam.gov/portal/public/SAM/>), (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity stating it is not suspended or debarred from participating in the transaction (2 CFR section 180.300).

## **8. Declaration of Public Benefit**

The parties acknowledge and agree that the Project shall be constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of Project facilities due to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

## **9. Grantee Project Manager**

For construction projects, the Grantee will contract or hire competent persons to manage all phases of the Project. Work at a minimum will include; management of Grantee's labor for the project, engineering firms and consultants, procurement, management of construction contractors, selection of equipment, review of plans and specifications, on-site inspections and review and approval of work, and other duties to ensure that the completed work conforms with the requirements of the grant and the construction documents.

If the Grantee fails to provide adequate project management the Authority may terminate the Grant or assume project management responsibilities with the concurrence of the Grantee. Costs for a Grantee Project Manager must be reasonable to be considered an eligible grant expense.

## **10. Approval to Proceed with Next Phase**

A grant award may be for one or more phases of a project. The Grantee must achieve substantial completion of work or of designated grant milestones and receive approval from the Authority prior to proceeding to the next phase of work.

## **11. Contracts for Engineering Services**

In the event the Grantee contracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska and provide proof of licensing and required professional liability insurance.

Unless otherwise agreed by the Authority, the insurance required by this section shall, at a minimum, included professional liability insurance covering all errors, omissions or negligent acts in the performance of professional services under this agreement, with limits required per the following schedule:

<b><u>Contract Amount</u></b>	<b><u>Minimum Required Limits</u></b>
Under \$ 100,000	\$ 300,000 per Occurrence/Annual Aggregate
\$ 100,000-\$ 499,999	\$ 500,000 per Occurrence/Annual Aggregate
\$ 500,000-\$ 999,999	\$ 1,000,000 per Occurrence/Annual Aggregate

\$ 1,000,000 or over

Refer to Risk Management

## **12. Site Control**

If the grant Project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property. The Grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise, and for providing evidence satisfactory to the Authority that it has secured these real property interests before site construction begins.

## **13. Permits**

It is the responsibility of the Grantee to identify and ensure that all permits required for the construction and operation of this Project by the Federal, State, or Local governments have been obtained unless otherwise stated in Appendix C. These permits may include, but are not limited to, Corps of Engineers, Environmental Protection Agency, Alaska Department of Environmental Conservation, State Historic Preservation Office, State Fire Marshal, Alaska Department of Natural Resources, Alaska Department of Fish and Game and Boroughs.

## **14. Exclusion of Existing Environmental Hazards**

Grant funds for investigation, removal, decommissioning, or remediation of existing environmental contamination or hazards, are not allowed unless specifically specified and approved in Appendix C.

## **15. Environmental Standards**

The Grantee will comply with applicable environmental standards, including without limitation applicable laws for the prevention of pollution, management of hazardous waste, and evaluation of environmental impacts.

## **16. Current Prevailing Rates of Wage and Employment Preference**

To the extent required by federal and State law construction projects may require certain Grantees to include the requirements for Davis Bacon and Little Davis Bacon when contracting for construction services. This requires contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web sites:

The Federal wage rates at <https://beta.sam.gov/>

The State wage rates at <http://www.labor.state.ak.us/lss/pamp600.htm>

If federal funding sources require federal Davis Bacon compliance, the Grantee must use both the Federal and State wage scale and the contractor is required to pay the higher of the State or Federal wage scale. When only State Funds are used that requires "Little Davis Bacon," the Grantee is only required to follow the State Rate schedule.

For projects that are only State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

The Grantee is responsible for identifying any other sources of project funds and for ensuring compliance with applicable wage scales for all sources of project funding. If a Grantee believes they or their contractors may be exempt from these requirements, they should contact the State

of Alaska Department of Labor and Workforce Development, Wage and Hour Administration, for a determination and forward a copy of that determination to the Authority's Grant Administrator.

#### **17. Construction Plans and Specifications Review**

Prior to public notice of bidding a construction project the Grantee will provide the plans and specifications to the Authority for review. Concurrence that the plans and specifications are consistent with the grant award must be received before grant funds will be released for construction related costs.

#### **18. Construction Insurance and Bonding**

When the value of the construction is anticipated to be greater than \$100,000, prior to beginning construction on a project funded by this grant, the Grantee or Grantee's contractor(s) must provide the Authority; either a payment and performance bond, as may be required by AS 36.25.010, a surety in form and substance acceptable to the Authority, or some other guarantee or assurance acceptable to the Authority that the Grantee or the Grantee's contractor has the capacity, qualifications, and financial resources necessary to complete construction of the project as proposed in the grant or construction contract(s) funded by this grant. Post Construction Certification.

Upon completion of construction the Grantee will submit a final report that includes:

- Certification that all work is completed in accordance with the grant and all costs claimed are eligible costs and represent work completed on the Project;
- Summary of total project cost including detailed funding sources and any outstanding debt;
- Certification that there is a release of any contractor or subcontractor liens on the project;
- Identification of any outstanding construction issues;
- Demonstration that appropriate insurance is in place and,
- As-built drawings.

#### **19. Ownership of Facilities**

The Grantee shall assume all liabilities arising from the ownership and operation of the Project. Grantee will not sell, transfer, encumber, or dispose of any of its interest in the facilities constructed with this grant funding during the economic life of the project without prior written approval of the Authority.

#### **20. Operation and Maintenance of Facilities**

The Grantee is required to maintain and operate the facilities defined in Appendix C of this agreement for the economic life of the facility or the specific period of time designated herein.

In the event that the Grantee is no longer operating the facilities for the intended purposes the Authority may require the Grantee to reimburse the Authority an amount based on the total contribution of the Authority, the value of the assets, and the terms and conditions of this agreement. The Authority may require that the assets acquired under this agreement be sold and the proceeds returned to the Authority.

#### **21. Performance/Operation and Maintenance (O&M) Reporting**

Pursuant to 3 AAC 107.685 (Auth. AS 42.45.045) the grantee shall, upon written request from AEA for O&M-related data/information, provide the requested O&M data/information to AEA within 10 business days of receipt of the request. Failure to comply timely with the request and/or failure to provide reasonable evidence – at the determination of AEA - concerning the Grantee's inability

and/or unwillingness to provide such data/information may render the Grantee ineligible for recommendations for future Renewable Energy grants and/or ineligible for other future grants from AEA. Exceptions to requests for data/information will be made at AEA's discretion, on a case-by-case basis. The O&M reporting period shall be from the date of execution of the Grant Agreement to five-years from the grant close-out date.

## **22. *Tariffs & Rates for Use of Grant-Funded Assets***

Rates for power provided as a result of generation or transmission facilities built with grant funds may be subject to review and approval by the Regulatory Commission of Alaska (RCA), or if the rates are not subject to RCA review and approval, they may be subject to review and approval by the Authority to ensure reasonable and appropriate public benefit from the ownership and operation of the Project.

As a condition of the grant, Independent Power Producers will agree to sell energy resources for electricity and heat at a cost-based rate for the economic life of the project. The Authority will hire an independent economist to provide guidance in developing a cost-based rate for electric sales with an appropriate rate of return on equity.

The allowable cost-based rate represents the highest rate that the Independent Power Producer will be allowed to charge. Because the cost-based rates are a grant condition, avoided costs rates or Public Utility Regulations Policies Act (PURPA) rates will not apply for projects which obtain grant funding.

Application for a Certification of Public Convenience and Necessity (CPCN) is also a grant condition. RCA action related to the issuance of the CPCN must be completed prior to the issuance of any construction grant funding.

## **23. *Grant-funded Assets Not Included with PCE***

The Grantee agrees that it will not include the value of facilities, equipment, services, or other benefits received under this grant as expenses under the Power Cost Equalization Program or as expenses on which wholesale or retail rates or any other energy tariffs are based.

## **24. *Substantial Completion of Project.***

Upon substantial completion of the project, the Authority PM shall schedule a site inspection with the general contractor, the designer of record, the grantee and the Authority. At this inspection, a punchlist will be generated of outstanding items which must be completed prior to grant completion. Upon completion of this inspection, the Authority will issue a Notice of Substantial Completion (NOSC) and identify in this notice, the punchlist items which must be completed. When the Notice is issued, the Grantee assumes all responsibility associated with operating and maintaining the Project, except as specifically provided otherwise herein or by separate agreement executed by the Authority and the Grantee.

The Grantee may disagree with the substantial completion determination by providing written notice to the Project Manager within 30 days after receipt of the Notice of Substantial Completion. The Grantee's written objections disagreeing with the Notice of Substantial Completion must detail the reasons the Grantee believes the Notice of Substantial Completion should not be issued. Further the Grantee must explain what the Grantee expects should be done so the Notice of Substantial Completion can be issued, and when the additional issues identified can be

completed or resolved. The Authority will follow-up within 60 days, letting the Grantee know if the objections have been accepted, if the Notice of Substantial Completion stands, or, if the Notice of Substantial Completion is modified.

Within 30 days of final disposition of the Notice of Substantial Completion, the Authority Project Manager will issue a Certificate of Substantial Completion which will include an updated punchlist (if one still exists) which will be signed by the general contractor and the Authority. The date of this certificate shall be the completion date of the Project.

## Appendix C Grantee Proposal/Scope of work

The proposed project objective is to construct a 398kW solar photovoltaic array in Selawik, Alaska. This includes reviewing the design from a previous REF14 project, procuring all materials, coordinating barge shipment of critical components, installing system on-site, and testing and commissioning the new Solar PV with the existing diesel power plant and battery energy storage system currently under development. Specific tasks and deliverables will be adhered to in the project schedule and are outlined below.

Task #	Milestone	Tasks	Start Date	End Date	Deliverables
1	Grant agreement executed	Execute related documents	Jul 2023	Aug 2023	Signed agreement
2	Notice to Proceed for contractor	Review and approve project schedule, submittals, plan, permits, and other relevant documents to previously selected design-build contractor	Sep 2023	Oct 2023	Notice to Proceed
3	Procure Materials	Procure major materials for the project	Oct 2023	May 2024	Material Take Off
3.1	Shipping	Ship majority of materials via first barge of the season to reach Selawik	May 2024	Jul 2024	Barge Manifest of Shipment
3.2	Site Preparation	Clearing, grubbing, and foundation work for solar PV panels, installation of fencing	Jun 2024	Aug 2024	Site Layout, Bi-Weekly Reports
3.3	Trenching and Cabling	Construct trench and complete layout of microinverters and electrical connections to power plant and battery system	Jul 2024	Aug 2024	Bi-Weekly Reports
3.4	Install Solar PV	Install Solar photo voltaic panels and connect to microinverters and wiring	Aug 2024	Sep 2024	Bi-Weekly Reports
4	Testing and Commissioning	Complete testing, training, and commissioning of the	Oct 2024	Jun 2025	As-builts, final inspection report, follow up field report, Power Purchase Agreement in place

		systems; meter production			
5	Grant closeout	Prepare & submit final reports	Jun 2025	Sep 2025	Submittal of final project report and close-out documentation
6	Performance Reporting	NAB will provide AEA with Quarterly Performance Reports	Jun 2025	Jun 2030	Quarterly Performance Reports

## Appendix D Project Management & Reporting Requirements

### 1. Project Management

The Grantee will notify the Authority immediately of any significant organizational changes during the term of the grant, including changes in key personnel or tax status, any unforeseen problem or project delay that may cause a change to the work plan or budget or that may otherwise affect the Grantee's ability to perform its commitments under this Grant Agreement. Any unreported or unapproved changes to the work plan or budget evident in reports may result in an amendment being required, costs disallowed, suspension or termination of the grant as described in Appendix A.

### 2. Contact Persons

For the Grantee	For The Authority
<b>Grant Manager</b>  Ingemar Mathiasson P.O. Box 1110 Kotzebue, AK 99752 <a href="mailto:imathiasson@nwabor.org">imathiasson@nwabor.org</a> 907-445-2031	<b>Grant Manager</b>  Karin St. Clair, Grants Administrator 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 <a href="mailto:kstclair@akenergyauthority.org">kstclair@akenergyauthority.org</a> 907-771-3081
<b>Project Manager</b>  Ingemar Mathiasson P.O. Box 1110 Kotzebue, AK 99752 <a href="mailto:imathiasson@nwabor.org">imathiasson@nwabor.org</a> 907-445-2031	<b>Project Manager</b>  Ryan McLaughlin 813 W. Northern Lights Blvd. Anchorage, Alaska 99503 <a href="mailto:RMcLaughlin@akenergyauthority.org">RMcLaughlin@akenergyauthority.org</a> 907-771-3012

### 3. Monthly Progress and Financial Reports

The Grantee will provide monthly progress and financial reports by email (or other method allowed by the Authority, if email is not available) to the Authority Project Manager. These reports are due starting the first full month after the execution of this Agreement. This report must update the Authority on the project's progress, regulatory and compliance issues, possible delays, and grant expenditures during the month. These Monthly Progress Reports, which are due within 30 days of the end of the previous month, must summarize, in one or two pages, the progress made on grant tasks during the month and identify any difficulties in completing tasks or meeting goals or deadlines. The Grantee must also include with the report copies of any work products due to the Authority during this period.

Reports are considered late five (5) days after the due date. No further payments will be made without submission and approval of required reports. Work completed after the twenty-day period when required reports have not been submitted is at the Grantee's risk, and costs incurred may be disallowed. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

All reports and deliverables required in this agreement must have been submitted and approved by the Authority prior to the final payment being released.



## Appendix E Project Budget & Reimbursement Provisions

### 1. Allowable Costs

Allowable costs under this grant include all reasonable and ordinary costs for direct labor & benefits, travel, equipment, supplies, contractual services, construction services, and other direct costs identified and approved in the Project budget that are necessary for and incurred as a direct result of the Project and consistent with the requirements noted in Appendix B 4 Eligible Costs.

A cost is reasonable and ordinary if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Allowable costs are only those costs that are directly related to activities authorized by the Grant Agreement and necessary for the Project. The categories of costs and additional limits or restrictions are listed below:

#### a. Direct Labor & Benefits

Include salaries, wages, and employee benefits of the Grantee's employees for that portion of those costs attributable to the time actually devoted by each employee to, and necessary for the Project. Direct labor costs do not include bonuses, stock options, other payments above base compensation and employee benefits, severance payments or other termination allowances paid to the Grantee's employees.

#### b. Travel, Meals, or Per Diem

Include reasonable travel expenses necessary for the Project. These include necessary transportation and meal expenses or per diem of Grantee employees for which expenses the employees are reimbursed under the Grantee's standard written operating practice for travel and per diem or the current State of Alaska Administrative Manual for employee travel.

#### c. Equipment

Include costs of acquiring, transporting, leasing, installing, operating, and maintaining equipment necessary for the Project, including sales and use taxes.

Subject to prior approval by the Authority Project Manager, costs or expenses necessary to repair or replace equipment damage or losses incurred in performance of work under the grant may be allowed. However, damage or losses that result from the Grantee's employees, officer's, or contractor's gross negligence, willful misconduct, or criminal conduct will not be allowed.

#### d. Supplies

Include costs of material, office expenses, communications, computers, and supplies purchased or leased by the Grantee necessary for the Project.

#### e. Contractual services

Include the Grantee's cost of contract services necessary for the Project. Services may include costs of contract feasibility studies, project management services, engineering and design, environmental studies, field studies, and surveys for the project as well as costs incurred to comply with ecological, environmental, and health and safety laws.

#### **f. Construction Services**

For construction projects this includes the Grantee's cost for construction contracts, labor, equipment, materials, insurance, bonding, and transportation necessary for the Project. Work performed by the Grantee's employees during construction may be budgeted under direct labor and benefits. Contracted project management or engineering may be budgeted under contractual services and major equipment purchases made by the Grantee may be budgeted under equipment.

#### **g. Other Direct Costs**

In addition to the above the following expenses necessary for the Project may be allowed.

- Net insurance premiums paid for insurance required for the grant Project;
- Costs of permits and licenses for the grant Project;
- Non-litigation legal costs for the Project directly relating to the activities; in this paragraph, "non-litigation legal costs" includes expenses for the Grantee's legal staff and outside legal counsel performing non-litigation legal services;
- Office lease/rental payments;
- Other direct costs for the Project directly relating to the activities and identified in the grant documents; and/or
- Land or other real property or reasonable and ordinary costs related to interests in land including easements, right-of-ways, or other defined interests.

### **2. Specific Expenditures not allowed**

Ineligible expenditures include costs for overhead, lobbying, entertainment, alcohol, litigation, payments for civil or criminal restitution, judgments, interest on judgments, penalties, fines, costs not necessary for and directly related to the grant Project, or any costs incurred before the beginning date of the grant as indicated on the signature page.

Overhead costs described in this section include:

- salaries, wages, applicable employee benefits, and business-related expenses of the Grantee's employees performing functions not directly related to the grant Project;
- office and other expenses not directly related to the grant Project; and
- costs and expenses of administration, accounting, human resources, training, property and income taxes, entertainment, self-insurance, and warehousing.

### **3. Match**

The Grantee is required to provide \$251,500 in cash match for this Project. Cash match will be applied based on a percentage basis unless otherwise specified in the budget in Appendix C. In-kind match will be applied based on the budget in Appendix C.

#### **4. Cost Share Match Requirements**

Cost sharing or matching is that portion of the Project costs not borne by the Authority. The Authority will accept all contributions, including cash and in-kind, as part of the Grantees' cost sharing or matching when such contributions meet the following criteria:

- Are provided for in the Project budget;
- Are verifiable from the Grantee's records;
- Are not included as contributions for another state or federally assisted project or program; (The same funds cannot be counted as match for more than one program.)
- Are necessary and reasonable for proper and efficient accomplishment of the Project or program objectives;
- Are allowable costs;
- Are not paid by the State or federal government under another award, except for those authorized by the State or federal statute to be used for cost sharing or matching;
- Must be incurred within the grant eligible time period. The Authority may allow cost sharing or matching contributions that occurred prior to the grant eligible time period for projects that involve construction.

#### **5. Valuing In-Kind Support as Match**

If the Grantee chooses to use in-kind support as part of or its entire match, the values of those contributions must be approved by the Authority at the time the budget is approved. The values will be determined as follows:

- The value of real property will be the current fair market value as determined by an independent third party or a valuation that is mutually agreed to by the Authority and the Grantee and approved in the grant budget.
- The value assessed to Grantee equipment or supplies will not exceed the fair market value of the equipment or supplies at the time the grant is approved or amended.
- Equipment usage will be valued based on approved usage rates that are determined in accordance with the usual accounting policies of the recipient or the rates for equipment that would be charged if procured through a competitive process. Rates paid will not exceed the fair market value of the equipment if purchased.
- Rates for donated personal services will be based on rates paid for similar work and skill level in the recipient's organization. If the required skills are not found in the recipient organization, rates will be based on rates paid for similar work in the labor market. Fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- Transportation and lodging provided by the Grantee for non-local labor will not exceed the commercial rates that may be available within the community or region.

## **6. Grant Disbursements**

The Grantee must request disbursement of grant funds in the form and format required by the Authority with appropriate back-up documentation and certifications. (See Attachment 1).

Reimbursements are made for actual costs incurred and must be for approved milestones. The back-up documentation must demonstrate the total costs incurred are allowable, and reflect the amount being billed. Documentation must include:

- A ledger summarizing cost being billed;
- A summary of direct labor costs supported by timesheets or other valid time record to document proof of payment;
- Travel and per-diem reimbursement documentation;
- Contractor or vendor pay requests;
- Itemized invoices and receipts; and
- Detailed ledger of costs being charged to this grant.

Additionally, the Grantee may be required to provide proof of payment of the incurred costs at the request of the Authority.

Payment of grant funds will be subject to the Grantee complying with its matching contribution requirements of the Grant.

Payment of grant funds will be made by the Authority to the Grantee within 30 days from receipt of a properly completed, supported, and certified Reimbursement Request (See Attachment 1).

## **7. Withholding of Grant Funds**

If, upon review of the monthly billings, the Authority discovers errors or omissions in the billings it will notify the Grantee within thirty (30) days of receipt of the billing. Payment for the portion of billings for which there is an error or omission may be withheld pending clarification by Grantee.

Grant funds may be withheld for the following reasons:

- The Grantee fails to provide adequate back-up documentation.
- The Authority determines that a specific expense is not allowed under the grant.
- The Grantee's matching contribution requirements are not met.

**Up to 10%** of the Authority's contribution of grant funds may be retained by the Authority until the Project is completed and all required final documentation and reports are received and accepted by the Authority.

## **8. Advance Disbursements**

In most instances, payments to a Grantee will be made on a cost reimbursable basis. If the Authority determines that cost reimbursement will significantly inhibit the Grantee's ability to perform the Project and determines that an advance is in the public interest, the Authority may recommend an advance to the Grantee of an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the grant amount, whichever amount is less.

Before the Authority will issue an advance, the Grantee must provide in writing, and the Authority must approve a "Request for Advance Payment" form which includes:

- justification of the need for the advance;
- documentation of anticipated line item costs associated with the advance.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Authority when requested to do so by the Authority, or at termination of the Grant Agreement.

#### **9. *Unexpended Grant Funds and Interest Earned***

Any grant funds not expended under this agreement and any interest accruing on the grant funds belong to the Authority and shall be returned to the Authority.

#### **10. *Budget Adjustments and Changes***

When a Grantee faces increased unbudgeted costs, the Grantee should contact the Authority Project Manager. Budget adjustments **cannot** increase the grant award amount. Cost overruns that may require reduced scope of work will require Authority approval and an amendment to the grant. If a budget adjustment or other changes indicate to the Authority Project Manager that the project cannot be completed as currently planned and budgeted for, the Authority Project Manager will not approve the release of additional grant funds until the Grantee provides sufficient information on how the Grantee intends to complete the revised project.

#### **Budget Adjustments**

The Grantee shall identify budget changes on its Financial Reports submitted to the Authority.

At least quarterly, the Authority will compare actual costs to budgeted distributions based on the Financial Report/Request for Reimbursement form. Costs charged to grant funds must reflect adjustments made as a result of the activity actually performed. The budget estimates or other distribution percentages must be revised at least quarterly, if necessary, to reflect changed circumstances.

# Attachment 1 Financial Report/Request for Reimbursement Form

THIS REQUEST IS FOR FINAL PAYMENT ☐

Grantee: Northwest Arctic Borough

Project: Selawik Solar PV

Period: \_\_\_\_\_ to \_\_\_\_\_

Grant Number: 7015003

BUDGET SUMMARY			A	B	C	D = B + C	E = A - D
	GRANT BUDGET	MATCHING BUDGET	TOTAL BUDGET	PRIOR EXPENDITURES	EXPENDITURES THIS PERIOD	TOTAL EXPENDITURES	GRANT BALANCE
BY TASK OR MILESTONE							
Issue RFP for Construction	10,000	5,000	15,000	-	-	-	15,000
Equipment Procurement and Shipping	675,000	130,000	805,000	-	-	-	805,000
Mobilization and Site Preparation	15,000	10,000	25,000	-	-	-	25,000
Construction	400,000	75,000	475,000	-	-	-	475,000
Commissioning	20,000	20,000	40,000	-	-	-	40,000
Project Management	14,500	8,500	23,000	-	-	-	23,000
Performance Data Collection	-	1,000	1,000	-	-	-	1,000
Final Reports	-	1,000	1,000	-	-	-	1,000
Grant Close-Out	-	1,000	1,000	-	-	-	1,000
TOTAL		\$ 251,500	\$1,386,000	\$ -	\$ -	\$ -	\$ 1,386,000
BY BUDGET CATEGORIES							
Direct Labor and Benefits	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Material & Supplies	-	-	-	-	-	-	-
Contractual Services	1,134,500	251,500	1,386,000	-	-	-	1,386,000
Construction Services	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
TOTAL	\$ 1,134,500	\$ 251,500	\$1,386,000	\$ -	\$ -	\$ -	\$ 1,386,000

BY FUND SOURCES							
Grant Funds	1,134,500	-	1,134,500	-	-	-	\$ 1,134,500
Grantee Match – Cash	-	251,500	251,500	-	-	-	251,500
Grantee Match – In-Kind	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$ 1,134,500</b>	<b>\$ 251,500</b>	<b>\$1,386,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,386,000</b>

Please submit this form and the supporting documentation to [aeapayables@aidea.org](mailto:aeapayables@aidea.org)

#### CERTIFICATION

Form requires two original signatures. The person certifying must be different from the person preparing the report. One signature should be the authorized representative of the Grantee organization or highest ranking officer; the other should be the person who prepared the report.

**I certify to the best of my knowledge and belief that the information reported on both the Financial Report above and the attached Progress Report are correct. In addition, funds were spent and work performed in accordance with the grant agreement terms and conditions.**

Certified By: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Attachment 2 Progress Report Form</b>
--

**Project Name:** Selawik Solar PV

**Grantee:** Northwest Arctic Borough

**Grant #** 7015003

**Period of Report:** \_\_\_\_\_ to \_\_\_\_\_

**Project Activities Completed:**

**Existing or Potential Problems:**

**Activities Targeted for Next Reporting Period:**

**Prepared By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



**Attachment 3 Notice of Project and Grant Closeout**

**NOTICE OF PROJECT AND GRANT CLOSEOUT  
ALASKA ENERGY AUTHORITY**

Project Name: Selawik Solar PV

Grantee: Northwest Arctic Borough

Grant Number: 7015003

The Alaska Energy Authority certifies and acknowledges that the Project referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: 7015003.

\_\_\_\_\_  
Project Manager  
Alaska Energy Authority

\_\_\_\_\_  
Date

Northwest Arctic Borough certifies that the Project named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: 7015003.

Northwest Arctic Borough also certifies that, we have been reimbursed for all eligible expenses pertaining to 7015003, and that as of the date of signature, no further reimbursements will be requested for any activity related to the Project identified above.

Pursuant to Appendix B #21 'Performance/Operation and Maintenance (O&M) Reporting', the Grantee is required to provide detailed reports annually, for ten years.

Total project cost \$ \_\_\_\_\_

The total project cost should include all expenses related to this grant funded project (grants, loans, match, etc.). It should include design and construction costs, but should not include feasibility and reconnaissance work.

Notes/comments: Please attach on a separate page

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Attachment 4 Grantee Certification**

**CERTIFICATION OF GRANTEE AND LOWER-TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**Grantee**

Northwest Arctic Borough  
P.O. Box 1110  
Kotzebue, AK 99752

I, \_\_\_\_\_ hereby certify on behalf  
(Name and title of official)  
of Northwest Arctic Borough that:

- (1) The prospective Grantee and lower tier participant certifies, by submission of this letter, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective Grantee and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549**  
[Applicable to all Federal-aid contracts which exceed \$25,000]

**Instructions for Certification:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Grantee and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.
2. The prospective Grantee and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective Grantee and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.
4. The prospective Grantee and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.
5. The prospective Grantee and lower tier participants further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction**

- (1) The prospective Grantee and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective Grantee and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grantee, Northwest Arctic Borough certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of, 49 CFR §29 apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official: \_\_\_\_\_

Name and Title of Grantee's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 5 Waiver of Sovereign Immunity**

### **Limited Waiver of Sovereign Immunity by the Northwest Arctic Borough in Connection with the Grant from the Alaska Energy Authority Grant Agreement 7015003**

1. The Northwest Arctic Borough (NAB), a federally-recognized Alaska Native tribal entity, expressly and irrevocably waives its sovereign immunity and gives its consent to be sued in and to have judgment entered against it in the courts or administrative tribunals of the State of Alaska ("State") or in federal courts or administrative tribunals for the relief specified below.
2. Action. Immunity is waived solely as to:
  - a. Any administrative agency action or civil action filed by Alaska Energy Authority (AEA) or other State body against (NAB), or its officials or officers acting in their official capacities, for a breach or violation of the Grant Agreement 7015003, a true unexecuted copy of which is attached as Exhibit 1.
  - b. Any defense, cross-claim, counterclaim, offset, or third-party claim against the (NAB) or its officials or officers acting in their official capacities by AEA or other State body in response to an administrative agency action or civil action involving (NAB) or its employees or officials acting in their official capacities and involving the grant or work performed thereunder.
  - c. Any claim arising under or related to the grant asserted against the (NAB) or its officials or officers acting in their official capacities by AEA or other State body (1) in response to third-party claims against AEA or other State body as a result of the (NAB)'s actions, or the actions of the (NAB)'s officials, officers, employees or agents, during the execution of the grant; (2) to compel compliance with a subpoena, (3) to compel compliance with a lawful judgment, order, or process of the administrative body or state court, or (4) to prevent any other unlawful interference with the process or proceedings of an administrative body or state or federal court and to seek any available remedies against (NAB) via contempt proceedings (*see, e.g.*, AS 9.50.010, AS 9.50.020 and AS 9.50.040).
3. Remedy: The remedies available under this waiver shall be limited as follows:
  - a. Monetary relief;
  - b. Equitable relief for the remedy of specific performance, including but not limited to injunctive relief and declaratory relief;
  - c. Any available remedies for contempt;

- d. Levy and execution against (NAB) funds for costs or attorney's fees awarded to AEA or other State body, to enforce a money judgment awarded to AEA or other State body under this waiver, as well as to enforce a contempt order or any remedy provided for in the contempt order; and
  - e. Only funds belonging to (NAB) are subject to potential levy and execution or other legal process; no personal assets of (NAB) officials or officers are subject to levy, execution, or other mechanisms to enforce a judgment.
4. Federal Tort Claims Act. This limited waiver of sovereign immunity shall not be construed as an agreement or concession by (NAB) to limit, waive or alter the coverage of section 314 of Public Law 101-512 or the Federal Tort Claims Act for any claim to which those laws apply.
5. No Third Party Beneficiary. (NAB) does not waive sovereign immunity as to any third party. No provision of this waiver shall be interpreted as waiving the (NAB)'s sovereign immunity or granting (NAB) consent for a suit to be brought directly against the (NAB) or any (NAB) official or officer by any party other than AEA or other State body, nor shall any provision in this waiver be construed as creating in the public or any person a third party benefit or to otherwise authorize any person to maintain a suit for personal injury or other cause of action under the terms of this waiver or the Grant Agreement.
6. Forum. Except as otherwise provided by law, Alaska State Courts shall have exclusive jurisdiction over all civil actions described in this waiver of sovereign immunity and any civil action initiated by any party that arises under or is in any manner related to the grant shall be filed in the courts of the State of Alaska with venue in the relevant judicial district where (NAB) is located.
7. Effect of Future Amendment of Constitution or other Constitutive Document. If any Constitution, by-law, ordinance or other document relevant to (NAB) is amended in the future, this waiver of sovereign immunity shall continue in full force and effect regardless of the terms of any such future amendments.
8. Applicable Law and Rules of Construction. This Limited Waiver of Sovereign Immunity shall be interpreted under the laws of the State of Alaska. The parties had a full and fair opportunity to consult with legal counsel, to ask questions, and to consider this Limited Waiver of Sovereign Immunity's specific provisions. This Limited Waiver of Sovereign Immunity will not be interpreted in favor of or against either party.
9. Approval by Council Required. This Limited Waiver of Sovereign Immunity shall be effective when it is approved by official act of the Council in accordance with the relevant Constitution, by-laws, and all applicable tribal rules and ordinances that apply to (NAB). Approval shall be recorded in a document that certifies that the approval occurred in accordance with such applicable rules and ordinances.
10. Duration. This Limited Waiver of Sovereign Immunity shall expire upon expiration of any applicable statute of limitations following the termination of the grant.

**SIGNATURE**

Northwest Arctic Borough

BY:

PRINTED NAME: \_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF ALASKA )  
 ) ss.  
 JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on the \_\_\_\_\_ (date), the foregoing Limited Waiver of Sovereign Immunity was signed and acknowledged before me by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the \_\_\_\_\_ (tribal entity), who swore, under oath or affirmation, that:

- (1) he/she is acting on behalf of Northwest Arctic Borough and under its constitutional authority,
- (2) he/she has the authority to sign for and bind Northwest Arctic Borough and its officials, employees and successors to the commitments and conditions of this Limited Waiver of Sovereign Immunity, and
- (3) Northwest Arctic Borough fully complied with all current procedure and requirements necessary to validly authorize his/her signature on this Limited Waiver of Sovereign Immunity and to waive Northwest Arctic Borough's sovereign immunity whether those procedures or requirements are contained in the most recent versions of the Constitution, constitutional interpretations, constitutional by-laws, rules adopted under the Constitution, the Record of Organization (if any), the tribal ordinances, or any other rules.

Notary Public in and for Alaska  
My Commission expires:

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 23-52**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH  
ASSEMBLY RATIFYING THE APPOINTMENT OF ELECTION JUDGE  
CHAIRS FOR THE 2023 GENERAL ELECTION TO BE HELD ON  
OCTOBER 3, 2023.**

**WHEREAS:** Election Judges, Clerks, and the Canvass Committee are appointed as directed by the Assembly; and

**WHEREAS:** NABC § 4.04.120 provides for the Assembly’s appointment of election judges and clerks; and

**WHEREAS:** NABC § 4.04.110 provides that the Borough Clerk “will perform the duties necessary for the administration of the municipal election”; and

**WHEREAS:** the Borough Clerk has the authority to make changes to appointments of Judges/Clerks and Canvass Committee Members if they are unable to work on Election Day.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly hereby appoints the Election Judge Chairs for the 2023 General Election for the Northwest Arctic Borough as named below, while designating the Clerk to appoint Canvass Committee Members.

**ELECTION JUDGE CHAIRS:**

**Ambler** – Mina Greist

**Deering** – Marlene Moto-Karl

**Kivalina** – Bertha Adams

**Noorvik** – Margaret Coffin

**Shungnak** – Loretta Custer

**Kobuk** – Stella Snyder

**Canvass Committee Chair** – Bonnie Nauska

**Buckland** – Eva Foxglove

**Kiana** – Charlamange Reed

**Noatak** – Hannah Onalik

**Selawik** – Linda Mitchell

**Kotzebue** – Bonnie Nauska

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED THIS THIS 19<sup>th</sup> DAY OF SEPTEMBER 2023.**

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**Stella Atoruk, Borough Clerk**

**ATTEST:**





## AMBLER METALS UPDATE

September 19, 2023  
Northwest Arctic Borough Assembly

# WHAT WE STAND FOR...

Responsible mineral development

Economic success, social acceptance,  
and environmental stewardship are inseparable

We develop our projects to protect the environment, create  
opportunity and benefit the communities



- The Pre-Feasibility Study (PFS) completed
- Permitting for the Arctic Project will be initiated in 2024
- the Feasibility Study Stage will commence in 2024
- Ambler Metals is planning to:
  - build-up its project team
  - complete study work, and
  - execution planning
  - secure key agreements
  - obtain regulatory approvals
  - arrange financing .. and
  - be ready to execute the project at Final Investment Decision anticipated in 2027



- Due to delays on the Ambler Access Project SEIS, Ambler Metals did not have a full field season in 2023.
- Ambler Metals employed ~25 staff at Bornite to support the AAP crews conducting work on the west end of the proposed road route.
- Camp opened on June 5 and closed on August 24.

## AAP FIELD SEASON BASED OUT OF BORNITE AND COLDFOOT

- Landing zone prep
- Hydrology and hydraulics
- Aquatics and fish passage
- Cultural site investigation
- Engineering recon
- Bridge and culvert location assessments
- LiDAR imagery

**2,500 days worked by over 80 contractors based out of Coldfoot and Bornite**

**1,300 helicopter hours**

**Hundreds of sites completed**

- Shareholder employment: 93% direct hire & 73% overall
- Workforce Development
  - 2 employees hired as operator trainees
  - 1 employee is splitting time between admin and housekeeper

Position	Total	Contract	Direct	NANA/Doyon Shareholders
Mechanics	1		1	
Operators	3		3	3 NANA
Maintenance	3		3	1 NANA, 1 NANA Spouse, 1 Doyon
Electrician	1	1		1 NANA
Core Cutter	1		1	1 NANA
Housekeeping	3.5		3.5	3 NANA / 0.5 Doyon
Kitchen Staff	7	7		4 NANA
Site Admin	2.5		2.5	2 NANA / 0.5 Doyon
Camp Manager	1	1		
Environmental Technician	1		1	1 NANA
Medics	2	2		
<b>Total Camp Staff</b>	<b>26</b>	<b>11</b>	<b>15</b>	<b>19 NANA/Doyon Shareholders</b>

## AAP 2023 Plans & Litigation Status

- **July 23, 2020** – Joint Record of Decision (JROD) was issued by the BLM & Army Corps of Engineers
- **Q4 2020** – Two lawsuits against Federal Agencies who approved the FEIS/JROD
- **Feb 22, 2022** - Dept of Interior (DOI) filed a motion to remand the Record of Decision on the EIS. (DOI said a Supplemental EIS is required to address what it calls deficiencies related to Cultural Heritage and Subsistence matters)
- **May 16, 2022** – Court approved the government's voluntary remand motion
- **Q1 2023** - BLM is committed to SEIS 2023 timeline and wrapping litigation by end 2024
- **February 2023** - The tribes of Allakaket and Huslia have unanimously decided to pull out of the TCC led lawsuit
- **June – August 2023** - AIDEA will use Bornite Camp to conduct AAP field work
- **May 19, 2023** – BLM status update to the court indicated a 6-month delay for the release of the ROD.
- Next Update by BLM to the Court is **September 18, 2023**

**End of September** – Draft SEIS release  
60-day comments cycle plus public Hearings

**Q1 of 2024** – Final SEIS release

**Q2 of 2024** – Record of Decision



## 2023 Job Training Sponsorship:

- MAPTS – Two-week, camp-based course that prepares students for entry-level mining careers. Leanne Jackson of Kiana is sponsored by Ambler Metals.
- ATC Driver License Course – Samantha Horner of Kobuk earned her driver license and became eligible to be employed at the UKMP as a Heavy Equipment Operator.



## 2023 Scholarship:

- In 2023, Ambler Metals/NANA's Kuuvangmiut Scholarship program awarded \$32,500 to 15 applicants.
- Next round of applications are due January 10, 2024.



# UPPER & LOWER KOBUK VILLAGE VISITS



## Communities:

Ambler, Kobuk, Shungnak, Noorvik, Kiana, & Noatak

## Format:

Brief slide presentation & information stations

## Topics:

- Overview of Arctic Permitting
- Arctic Mine Technical Info & Engineering
- Permitting & Environmental
- Employment & Community

## Themes:

- Impacts to subsistence
- Desire for connectivity between communities and Ambler Road
- AMC's reduced field activities

## Attendance:

Ambler ~40

Kobuk ~35

Shungnak ~40

Noorvik ~25

Kiana ~45

Noatak ~35



# UPPER KOBUK VILLAGE VISITS



Kobuk



Shungnak



Ambler



Kiana

**THANK YOU!**

Questions?

