

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 24-31**

A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING A LEASE WITH NASRUK NAY CONSULTING FOR VPSO HOUSING IN KOTZEBUE, AND RELATED PURPOSES.

WHEREAS: the Borough VPSO Program utilizes VPSOs on a rotational basis to cover public safety needs in Borough villages; and

WHEREAS: in order to save money on hotel expenses for travelling officers, the Borough wishes to lease a residential unit in Kotzebue that can be used by a variety of officers; and

WHEREAS: the cost of the lease is a covered expense under the Borough's FY25 VPSO grant; and

WHEREAS: the Borough Assembly wishes to approve execution of a lease agreement with Nasruk Nay Consulting for VPSO housing for FY25 at a monthly rate of \$3,500.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves execution of a lease agreement in substantially the same form as accompanies this Resolution with Nasruk Nay Consulting VPSO housing in Kotzebue for FY25 at a monthly rate of \$3,500 through June 30, 2025.

PASSED AND APPROVED THIS 27th DAY OF AUGUST 2024.



Nathan Hadley, Jr., Assembly President

PASSED AND ADOPTED THIS 27th DAY OF AUGUST 2024.



Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 27th DAY OF AUGUST 2024.



Stella Atoruk, Borough Clerk

ATTEST:



LEASE AGREEMENT
Public Safety

THIS LEASE (“Lease”) dated _____, 2024 (the “Effective Date”) is entered into between the NASRUK NAY CONSULTING, P.O. Box 876434, Wasilla, Alaska 99687 (“Lessor”) and the NORTHWEST ARCTIC BOROUGH, P.O. Box 1110, Kotzebue, Alaska 99752 (“Lessee”).

1. **LEASE OF PREMISES.** Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the residential buildings located at 651A and B Caribou Drive, Kotzebue, AK 99752 (the “Premises”), under the terms and conditions set forth below.

2. **LEASE TERM.** This Lease shall be for an initial term of one year, commencing on the Effective Date and expiring on June 30, 2025 (the “Lease Term”). The parties may renew this Lease upon written agreement. As used in this Lease, the phrase “Lease Term” includes the initial term and any renewal terms.

3. **RENT AND UTILITIES.**

3.1. **Rent.** For the initial term of this Lease, Lessee shall pay Lessor rent in the amount of \$3,500 per month (the “Rent”). All rental payments are payable in advance and due on the first day of each month of the Lease Term.

3.2. **Utilities and Services.** Lessee shall procure and pay for all necessary utilities, services, and heating fuel used at the Premises, and as may be necessary or appropriate on or for the Premises during the Lease Term.

4. **USE OF PREMISES.** Lessee shall use and occupy the Premises solely for housing for Village Public Safety Officers (“VPSO”) and for related public safety use. Lessee shall comply with all applicable federal, state, and local statutes, laws, rules, regulations, orders, and ordinances in any manner affecting the Premises, Lessee’s property, and/or Lessee’s operations. This is not a residential lease governed by the Alaska Uniform Residential Landlord and Tenant Act. Lessee shall actively occupy or safeguard the Premises and notify Lessor of any extended absences from the Premises.

5. **QUIET ENJOYMENT.** Lessor hereby represents and warrants to Lessee that Lessee, upon paying the Rent, and observing and keeping all of the covenants and conditions of this Lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Lease Term without hindrance or interference by Lessor or by any person or entity claiming a right, title, or interest in or to the Premises through Lessor.

6. CONSTRUCTION; OWNERSHIP. During the Lease Term, Lessee shall have the right to make such reasonable improvements to the Premises as from time to time it deems advisable. Lessee shall timely pay for any such improvements and maintain the Premises free and clear of liens arising from any improvements on the Premises. All improvements affixed to the Premises shall become the property of Lessor on termination of this Lease without any obligation of Lessor to pay Lessee for the value of those improvements, unless otherwise agreed to in advance by mutual written consent of the parties. Lessor acknowledges and approves that Lessee may make reasonable improvements and renovations to the Premises and Lessor hereby consents to all such improvements in advance, provided that it complies with Lessee's permitted use set forth in Section 4.

7. ASSIGNMENT AND SUBLETTING. Lessee may not sublease, assign, or transfer the Premises, in whole or in part, or any interest in this Lease, without Lessor's prior written consent, which consent may not be unreasonably withheld.

8. DEFAULT; REMEDIES.

8.1. Lessee's Default. Each of the following events shall constitute a default or breach of this Lease by Lessee: (a) if Lessee fails to pay Lessor any the Rent when that sum shall become due; (b) if Lessee fails to perform or comply with, or breach, any of the representations, covenants, terms, or conditions of this Lease; or (c) if Lessee vacates or abandons the Premises.

8.2. Remedies. In the event of any default by Lessee under Section 8.1, the rights of Lessor shall be as follows: Lessor may at Lessor's option, upon ten (10) days' prior written notice to Lessee, declare Lessee's rights terminated and may re-enter the Premises and improvements, using such force as is necessary, and without further notice, remove all persons and property from the Premises and repossess Lessor's former estate. In such case, Lessor shall be deemed to have an immediate right to possession of the Premises and improvements (if Lessor so desires) and Lessee shall peacefully surrender the same. No judicial action shall be necessary to effect such termination. In the event of default, Lessor shall have such further and additional rights as are provided by law or equity.

9. CARE OF LEASED PREMISES; EXITS; ACCESS OF LESSOR.

9.1. Lessee's Maintenance and Repair Obligations. Lessee shall, at its cost and expense, keep the Premises in good condition, normal wear and tear excepted. Lessor will continue to be responsible for all major structural and utility systems for the Premises during the Lease Term.

9.2. Access Rights of Lessor. Lessor and its agents or representatives shall have the right to enter into and upon the Premises at any reasonable time for

inspection. Lessor must notify Lessee of Lessor's intention to inspect not less than twenty-four (24) hours prior to the intended inspection. Such notice shall be delivered to Lessee's manager or its authorized representative at the Premises.

10. DELIVERY OF PREMISES; REMOVAL AND OWNERSHIP OF IMPROVEMENTS AND OTHER PROPERTY. At the expiration or sooner termination of this Lease, Lessee shall peaceably and quietly quit and surrender to Lessor the Premises in good order and condition subject to the other provisions of this Lease. Lessee agrees that Lessee shall, at its expense and in compliance with all laws and regulations, remove the property of Lessee, excluding improvements affixed to the Premises, and those improvements described in Section 6, no later than thirty (30) days after the expiration or sooner termination of this Lease, and shall repair any Lessee-caused damage done in the process of removal. In the event that Lessee fails to remove such property from the Premises, then Lessor shall have the right to retain any or all such property or remove and dispose of any or all such property and retain the proceeds, in either case without liability therefor, and to charge all of its costs to Lessee.

11. HOLDING OVER. Lessee's holding over after the expiration of the Lease Term shall result in the creation of a tenancy from month-to-month at the rental rate established in Section 3.1, but otherwise subject to all of the terms, covenants, and conditions of this Lease. Either party may terminate the holdover tenancy by providing at least 30 days' advance written notice of termination to the other party.

12. LOSS OF PROGRAM FUNDING. In the event Lessee loses funding for employment of a VPSO, Lessor agrees to release Lessee from this Lease with a minimum of 30 days' notice.

13. GENERAL PROVISIONS.

13.1. Parties Bound/Benefitted. The covenants, terms, and conditions contained in this Lease shall be binding upon and inure to the benefit of the representatives, assigns, and successors in interest of the respective parties to this Lease. No third parties are intended to be benefitted by this Lease.

13.2. Amendment. This Lease may only be modified or amended by a document in writing executed by Lessor and Lessee.

13.3. Entire Agreement. This Lease embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, written or oral, related to the subject matter of this Lease.

13.4. Applicable Law. This Lease and the respective rights, remedies, and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska.

13.5. Exclusive Venue. This Lease and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the State of Alaska, and Lessee and Lessor hereby irrevocably consent to the jurisdiction of such state with venue in Kotzebue, Alaska.

13.6. Waiver. The failure by any party to object to a default under or breach of this Lease shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Lease.

13.7. Counterparts. This Lease may be executed in counterparts (including by electronic transmission) so long as each of the parties to this Lease executes at least one (1) counterpart; and all such executed counterparts shall collectively constitute one and the same original document.

13.8. Severability. In the event that any term or condition of this Lease is declared by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions shall nevertheless be valid and enforceable as if such void or unenforceable term or condition had been omitted from the Lease when it was formed; provided, however, that if any such void or unenforceable term or condition goes to the essence of this Lease, this Lease shall be rescinded and the parties shall, to the extent possible, be returned to their status prior to the execution of this Lease.

13.9. Notices. Each notice required under this Lease or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefor; and (c) be personally delivered, emailed with confirmation of receipt, or mailed by certified mail, return receipt requested, to each party to this Lease at its following address or to such other address as that party may have most recently given such notice of to all of the other parties:

Lessor: Nasruk Nay Consulting
 P.O. Box 876434
 Wasilla, AK 99687
 nasruknay@gmail.com

Lessee: Northwest Arctic Borough
 P.O. Box 1110
 Kotzebue, Alaska 99752
 chrish@nwabor.org

Notice shall be effective upon delivery or transmission if personally delivered or faxed, or three (3) days after mailing, if mailed.

13.10. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee.

The parties have caused this Lease to be duly executed as of the Effective Date.

LESSOR: NASRUK NAY CONSULTING

Dated: _____ By: _____

Its: _____

LESSEE: NORTHWEST ARCTIC BOROUGH

Dated: _____ By: _____

Its: _____