

NWAB Mtg Packet

June Regular Assembly

June 24-25, 2024

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**Northwest Arctic Borough
Assembly BAF Work Session**
Monday, June 24, 2024 – 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 April 30, 2024
- G. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
 - 1. **Ordinance 24-08** *an ordinance of the Northwest Arctic Borough Assembly providing for establishing and adoption of the line-item budget for the FY25 Village Improvement Fund.*
- H. INTRODUCTION OF ORDINANCES** **TAB 6**
- I. RESOLUTIONS** **TAB 7**
 - 1. **Resolution 24-18** *a resolution of the Northwest Arctic Borough Assembly supporting establishment of a Canine Unit for the Borough VPSO Program, and for related purposes.*
 - 2. **Resolution 24-19** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement for FY25 with Wendy Chamberlain dba Legislative Consultants in Alaska for lobbying, and for related purposes.*
 - 3. **Resolution 24-20** *a resolution of the Northwest Arctic Borough Assembly approving an FY25 professional services agreement with Goldeneye Media Alaska, and for related purposes.*
 - 4. **Resolution 24-21** *a resolution of the Northwest Arctic Borough Assembly authorizing an FY25 professional services agreement with Espelin & Associates LLC to provide accounting services, and for related purposes.*
 - 5. **Resolution 24-22** *a resolution of the Northwest Arctic Borough Assembly authorizing an FY25 professional services agreement for legal services with Landye Bennett Blumstein LLP, and for related purposes.*
 - 6. **Resolution 24-23** *a resolution of the Northwest Arctic Borough Assembly providing for a supplemental FY25 Local Contribution to Education.*
- 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, June 25, 2024 – 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. May 29, 2024, Regular Meeting Minutes
- G. COMMUNICATIONS AND APPEARANCES**
 - 1. Updates on Cape Blossom, Swan Lake Loop, and AHFC Housing Project – City of Kotzebue, Tessa Baldwin
- 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**
 - 1. **Ordinance 24-08** *an ordinance of the Northwest Arctic Borough Assembly providing for establishing and adoption of the line-item budget for the FY25 Village Improvement Fund.*
- 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 24-18** *a resolution of the Northwest Arctic Borough Assembly supporting establishment of a Canine Unit for the Borough VPSO Program, and for related purposes.*
 - 2. **Resolution 24-19** *a resolution of the Northwest Arctic Borough Assembly authorizing a professional services agreement for FY25 with Wendy Chamberlain dba Legislative Consultants in Alaska for lobbying, and for related purposes.*
 - 3. **Resolution 24-20** *a resolution of the Northwest Arctic Borough Assembly approving an FY25 professional services agreement with Goldeneye Media Alaska, and for related purposes.*
 - 4. **Resolution 24-21** *a resolution of the Northwest Arctic Borough Assembly authorizing an FY25 professional services agreement with Espelin & Associates LLC to provide accounting services, and for related purposes.*

5. **Resolution 24-22** a resolution of the Northwest Arctic Borough Assembly authorizing an FY25 professional services agreement for legal services with Landye Bennett Blumstein LLP, and for related purposes.
6. **Resolution 24-23** a resolution of the Northwest Arctic Borough Assembly providing for a supplemental FY25 Local Contribution to Education.

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
Wednesday, May 29, 2024, 9 A.M.
Assembly Chambers – Kotzebue, AK

CALL TO ORDER

President Hadley called the meeting to order at 9 A.M.

INVOCATION/MOMENT OF SILENCE

Member Cleveland provided an invocation.

SAFETY MOMENT

Member Haviland-Lie mentioned safety concerns on ice safety.
President Hadley stated that it is hunting season and to teach your children to be safe.

ROLL CALL/MEMBER EXCUSAL

Assembly Members present at the time of roll call:

<i>Dood Lincoln-Carr</i>	Reid Magdanz	<i>Miles Cleveland Sr.</i>	Craig McConnell
Derek Haviland-Lie	<i>Raven Sheldon</i>	Austin Swan Sr.	Delores Barr
Nathan Hadley Jr.			

Excused

Walter Sampson and Elmer Armstrong Jr.

Member Haviland Lie motion to excuse Members Armstrong and Sampson, seconded by Member Swan; passed unanimously by roll call vote.

Introduction of Staff and Guests

Dickie Moto Sr.	<i>Ingemar Mathiasson</i>	<i>Eva Harvey</i>	Matt Mead
Clara Jones	Josephine Howarth	Noah Naylor	Angie Sturm
<i>Fritz Westlake</i>	Lenora Moses	Sophie Foster	Jade Hill
Stella Atoruk	Terri Walker	Megan Williams	Elizabeth Ferguson
Pierre Lonewolf	Paeton Schaeffer	<i>Johnathan King</i>	<i>Wendy Chamberlain</i>
<i>Maxim Mamontov</i>			

A quorum is present to conduct business.

APPROVAL OF AGENDA

Agenda presented for approval for May 29, 2024. Mayor Moto would like for the Altman, Rogers & Co. report to be first under “Communications and Appearances.” He also stated that Johnathan King will be present at 10 A.M. for the Economic Analysis report. Mayor Moto also stated that the NWABSD will need to be added in for their report. President Hadley said that Wendy Chamberlain will also be calling in, and we will work around the agenda for any changes. Fritz Westlake mentioned that Eva Harvey will be presenting the VIF Teck Report, President Hadley said that she will be added in under Communications and Appearances. Member Haviland-Lie requested for Resolution 24-17 to be added to the agenda, President Hadley approves the addition. Member Lincoln Carr requested that we add Ordinance 24-08 to the agenda as well, President Hadley approves. Member Magdanz asks if we are waiting for the updated version of Resolution 24-07, President Hadley says

they will have the new version shortly. Member McConnell requests that “Construction Project Budgets” to be added to agenda, President Hadley approves that it will be added to “Other Business.”

Member Haviland-Lie motioned to approve as amended; Member Cleveland seconded; passed unanimously by roll call vote.

APPROVAL OF PREVIOUS MEETING MINUTES

April 23, 2024, regular and April 30, 2024, special minutes presented for approval.

Member Swan motion to approve, seconded by Member Magdanz; passed unanimously by roll call vote.

COMMUNICATION AND APPEARANCE

FY23 Audit Review – Altman, Rogers & Co. – Maxim Mamontov summarized report: everything presented in the financial statement is fairly stated, no modifications, no findings.

Member Magdanz asked what the 27.8 million in the “unassigned fund balance” represents? Follows up with asking if that is “real money” or just accounting measure? Member McConnell explains that we have roughly 94 million, 32 million operating budgets for this fiscal year. So, if we don’t receive any more Teck funds, we could operate for approximately 3 years before we would need to shut down. Fortunately, we are receiving funds from Teck, so we are trying to stretch the funds we have currently to continue our operations.

Member Magdanz asked legal Mead why our audit says we retain budgetary powers over the school district? Member Magdanz follows with how it can be challenging to overview this audit as some of the expenditure categories don’t line up with what they have reported in the budget.

Member Lincoln Carr commented that she hopes the public understands the work our administration and assembly are doing to work at our priorities, because when the money stops coming, we are going to struggle as a region. She thanks the administration and all the directors for their hard work and doing the audits.

Member McConnell asks is there any mechanism that accounts for inflation, which is generally two to three percent a year? Follows with “we may be in a decline, but we are doing really well in comparison to others.”

Economic Analysis – Johnathan King

Mr. King states that we are moving to a new phase in the life of the mine, they’ve had a decade of stability, and significant investment. The significant investment has benefited the borough in two ways: raised the amount PILT has paid to the borough and ensures the VIF payment stays at the maximum up until the President payment. The “Life of The Mine” plan is still to shut down operations in 2031, and Teck will be publicly signaling the reduced production in 2025. He says we should prepare for: declining production and potential investments at the mine, and a potential multi-year shut down. He explains that the Capital Expenditure decline is the reason why the PILT payment in 2024 is smaller than the payment in 2023, they invested less last year (2023) meaning the value of lands, building, and equipment went down and our PILT payment went from 27 million dollars to roughly 24 million. The borough’s biggest revenue source is the PILT with Teck Alaska.

Member McConnell asked if the 10-mile road will be counted towards our land, buildings, and equipment payment? Followed with, even though the mine is not producing lead-zinc

but they're in the process of building the road, could we be generating revenue from that?

State Legislative Update – Wendy Chamberlain

Ms. Chamberlain started off her report with Alaska's Education System, she informed the Assembly and staff that there has been an increase of \$680 per student outside of the BSA. The amount of \$5,968 to go to the school district per student increased to an amount of \$6,640. There was also an increase of 4.698 million dollars to the NWABSD for current year funding if the governor doesn't veto the amount, she noted that she thinks the amount will stay the same and there will be the increase. There was also an increase of over 1 billion dollars to the state for eligible school districts to apply for the Broadband Assistance Grant and receive 100 megabyte per second download internet for schools. Vocational Education tax credits went out again and were approved for 6 years to 2029, this allows a corporation that has a tax liability to receive credit when they contribute to a qualified educational institute.

Senate Bill 151 has passed to the Missing and Murdered Indigenous People fund; it requires a commission to employ at least two people to investigate missing and murdered indigenous people's cases.

The borough received 900 million dollars, per Senator Olsen, for public safety structure and equipment for the community of Noorvik. A request was put in for 2.69 million dollars, which would be the last of the facilities money for the communities of Shungnak, Buckland, and Kobuk if approved.

Wendy stated that a ton of federal money will be going to Alaska for energy sources, there are several companies using "microreactors" which is a small nuclear reactor, they are brought in, operated and when finished will last 10-15 years.

Alaska 2024 PFD amount will be \$1360, and \$295 for energy relief, totaling \$1655.

Break at 11:15 A.M. and reconvene at 11:30 A.M.

2023 Teck Annual VIF Report – Fritz Westlake, Eva Harvey

Fritz Westlake summarized the report, he said the Village Improvement Commission met on May 24th, 2024, and approved/passed to the Assembly for review. He also mentioned that in 2023 they funded several projects totaling \$2,958,211.69.

Member Sheldon suggested that we get started early on the CAPSIS submission.

Member Lincoln Carr moved to approve the 2023 Teck Report, Member Barr seconded, motion passed by unanimous roll call vote.

NWABSD FY25 Report – Terri Walker, Megan Williams

Report was summarized – Terri said that the NWABSD started out with a 14-million-dollar deficit, budget cuts were made and brought the number down to 9 million. She also mentioned that the legislature passed \$680 of the BSA for school districts, \$300 of that are accounted for. She said that part of their budget-cuts would be for 30 staff to voluntarily waive their district healthcare if they have another form of healthcare, if they choose to waive their district healthcare they will receive a small stipend. The NWABSD approximately funds about 16-million-dollars out of their general funds, as the state does not provide in that amount, a majority of that goes to maintenance for housing and fixtures for their teachers in the villages. If the governor does not veto the BSA \$680, they will be able to fund 1.9 million for the Selawik school renovations and 1.96 million for HVAC.

Break at 12:45 P.M. and reconvene at 1 P.M.

BOARDS, COMMISSIONS & COMMITTEES

Budget, Audit & Finance

Member Magdanz summarized previous day, grateful for additional monies. Interim Treasurer Hill followed with a summary of budget ending April 30, 2024. Member Magdanz asked how often the sustainability fund gets updated?

PUBLIC HEARING, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES

1. **Ordinance 23-04am01** *an ordinance of the Northwest Arctic Borough Assembly approving and adopting an amended line-item budget for Fiscal Year 2024.*

Mayor Moto summarized, recommending do pass.

Member Magdanz motion to adopt Ordinance 23-04am01, seconded by Member Haviland Lie; motion passed unanimously by roll call vote.

2. **Ordinance 24-07** *an ordinance of the Northwest Arctic Borough Assembly providing for the establishment and adoption of the line-item budget for Fiscal Year 2025.*

Mayor Moto summarized, recommending do pass.

Member McConnell made a motion to provide the NWABSD with an additional 1.5-million-dollars, seconded by Member Haviland-Lie; motion passed by majority roll call vote.

Member Magdanz made a motion to restore ten thousand dollars to fund the Arctic Issues-ICC account, seconded by Member McConnell; motion passed by majority roll call vote.

Member Magdanz motion to enact Ordinance 24-07, seconded by Member Haviland Lie; motion passed unanimously by roll call vote.

ASSEMBLY REPORTS

Member Magdanz reported that he was in Shungnak recently and had people talking to him about borough business which included that ADA planned to hold a large meeting with the community of Shungnak to pass a resolution in favor of the Ambler Road Development. He feels that ADA has no business to go around to split communities up with this controversy, said it was not something he wanted to see from a potential partner.

Member Haviland-Lie said he attended the planning commission meeting this month, and he encourages people to submit a letter of interest for the vacant seats.

Member McConnell said that there's no right or wrong way to feel about the Ambler Road Development, and whatever your preference it's okay. He said he felt proud of Nana when they cancelled their permit because Ambler Metals failed to give information about the project, he states that because of the little information received he was not for it. He also states to write letters of support to see what we can do to keep Red Dog under operation. President Hadley said that two weeks ago he was contacted by a reporter about Red Dog Mine, he states that he is concerned for the employees because that is their income for living. He also says he is not worried about the future of the borough even though we are going to be making cuts.

MAYOR'S REPORT

Mayor Moto says he feels privileged that we were able to pass the FY24 and FY25 budgets with funds still available to give support to the region, he sees a lot we can still do for the people that we serve.

Member Lincoln Carr mentions that we need to start putting “identification” on the NWAB equipment and vehicles, she feels the public deserves to know who is driving what and when.

TIME & PLACE OF NEXT MEETING

BAFWS on June 24, 2024, at 1 P.M. and regular meeting for June 25, 2024, at 9 A.M.

INTRODUCTION OF ORDINANCES

1. **Introduction of Ordinance 24-08** *an ordinance of the Northwest Arctic Borough Assembly providing for establishing and adoption of the line-item budget for the FY25 Village Improvement Fund.*

Public Services Director, Clara Jones, summarized the introduction of Ordinance 24-08, recommend do pass.

Member Magdanz made a motion to approve the introduction of Ordinance 24-08, seconded by Member Haviland-Lie; motion passed unanimously by roll call vote.

RESOLUTIONS

1. **Resolution 24-13** *a resolution of the Northwest Arctic Borough Assembly approving adoption of an amended Supplemental VPSO Employee Handbook, and for related purposes.*

Mayor Moto summarized the resolution, recommending do pass.

Member Lincoln Carr made a motion to approve Resolution 24-13, seconded by Member Magdanz; motion passed unanimously by roll call vote.

2. **Resolution 24-14** *a resolution of the Northwest Arctic Borough Assembly approving the unincorporated community of Noatak for participation in the FY25 Community Assistance program.*

Public Services Director Jones, summarized the resolution, recommend do pass.

Member Haviland-Lie made a motion to approve Resolution 24-14, seconded by Member Barr; motion passed unanimously by roll call vote.

3. **Resolution 24-15** *a resolution of the Northwest Arctic Borough Assembly approving an easement across Borough property in Deering to GCI Communications Corporation for installation of high-speed broadband, and for related purposes.*

Public Services Director, Clara Jones, summarized the resolution, recommending do pass.

Member Magdanz made a motion to approve Resolution 24-15, seconded by Member Sheldon; motion passed by majority roll call vote.

4. **Resolution 24-16** *a resolution of the Northwest Arctic Borough Assembly approving an easement across Borough property in Shungnak to the City of Shungnak for a Heat Recovery Project, and for related purposes.*

Planning Director Naylor, summarized the resolution, recommend do pass.

Member Haviland-Lie made a motion to approve Resolution 24-16, seconded by Member Lincoln Carr; motion passed unanimously by roll call vote.

5. **Resolution 24-17** *a resolution of the Northwest Arctic Borough Assembly approving an Assembly donation under the FY24 budget for Kotzebue Broadcasting, INC., and for related purposes.*

Public Services Director Jones summarized the resolution, recommend do pass.

Member McConnell made a motion to approve Resolution 24-17, seconded by

Member Haviland-Lie; motion passed by majority roll call vote.

OTHER BUSINESS

Member McConnell mentioned that he would like to see project budgets forthcoming. "If we have 15 projects, then we should have 15 budgets associated with that project."

EXECUTIVE SESSION

No executive session was held.

AUDIENCE COMMENTS

Sophie Foster attended to state that there was a miscommunication about the subsistence and commercial nets, and who is eligible to receive them last year (2024). She said that we need to be more informative and communicate better with the fishermen. She also said that the "wrong sized nets" were purchased and that we need to start purchasing "sturdy" equipment that will last a long time. Followed with "the community needs water assistance for the Swan Lake Loop because the water is still brown".

ASSEMBLY COMMENTS

Member Lincoln Carr starts off by thanking everyone that attended the Assembly meeting to let us know how we can improve. She wants to encourage the public to always feel free to attend future meetings to make comments, and always put stuff in writing to help our mayor and administration. She thanks Wendy Chamberlain for her report and being there to present it, commends the organizations that assisted the communities during the freeze up period. She hopes we all can work together during these budget cuts; she is appreciative for the mayor and administration of the NWAB to keep us stable.

Member Sheldon thanks the staff for all their hard work, he appreciates Wendy's report, he wishes everyone a safe Spring/Summer.

Member Cleveland said it was a good informative meeting, he is invited to go to Shungnak next week for the tribal meeting about the Ambler Road Development. He believes we need these developments to be able to survive for the future.

Member McConnell says that he feels good that the school district is going to be okay, and for helping KOTZ Radio because the state does nothing for them anymore. He thanks the mayor and staff for all the hard work they have done.

Member Haviland-Lie thanks the mayor and staff for all the hard work they have done, reminds the public that he encourages people to get involved with their local government.

Member Barr says she appreciates all the work that the administration is doing, especially during these budget cuts. "The sooner we start prioritizing what we plan to do with what revenue is left, the better."

Member Magdanz thanks the mayor and Borough staff for working so hard, he states the budget process is always a difficult one and we are putting in a lot more work during this time. He thanks everyone in the community, he appreciates when people tune in and pay attention because we need their ideas too. He is excited for the next year and working with Johnathan King, he is grateful we were able to provide support for the school district and KOTZ during this meeting. He congratulates all the students for completing another school year.

MAYORS COMMENTS

Mayor Moto thanks the accounting department for making sure we passed the audit this year. He is thankful they keep us in line when it comes to spending and financials, he welcomes Jade Hill as our interim treasurer. He thanks the staff and directors for providing the budgets, he feels we have been doing a lot of work lately but can do more with these budget cuts. He is thankful to the Assembly for approving financial support to the school district and KOTZ radio station. He welcomes Paeton Schaeffer as the new deputy clerk at the NWAB.

ADJOURNMENT

Member Haviland-Lie made a motion to adjourn, Member Barr seconds the motion; meeting adjourned at 2:58 P.M.

DRAFT

Northwest Arctic Borough

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May 31, 2024

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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
 May 31, 2024

	General Fund	Contingency Reserve	Sustainability	TOTAL	VIF
General Fund & VIF Balance Sheets					
PILT Receivables	-	-	-	-	-
Tobacco Receivable	44,266	-	-	44,266	-
Interest Receivable	109,100	16,784	6,979	132,863	4,489
Cash and Investments	53,484,579	-	-	53,484,579	45,435,585
Contingency Reserve	-	9,722,769	-	9,722,769	-
Sustainability Investment	-	-	53,604,732	53,604,732	-
Due from other funds	1,107,220	260,447	2,969,979	4,337,646	-
Prepaid Expenses	17,144	-	-	17,144	-
Total Assets	54,762,309	10,000,000	56,581,690	121,343,999	45,440,074
Liabilities					
Accounts Payable	-	-	-	-	11,052
Payroll related liabilities	202,197	-	-	202,197	-
Due to other funds	11,324,590	-	-	11,324,590	-
Total Liabilities	11,526,787	-	-	11,526,787	11,052
Fund Balance					
Nonspendable	17,144	-	-	17,144	-
Financial Contingency Reserve	-	10,000,000	-	10,000,000	-
Sustainability Investment	-	-	-	-	34,484,020
Assigned to Public Services	-	-	56,581,690	56,581,690	-
Undesignated/Unreserved	43,218,378	-	-	43,218,378	10,945,002
Total Fund Balance	43,235,522	10,000,000	56,581,690	109,817,212	45,429,022
Total Liabilities and Fund Balance	54,762,309	10,000,000	56,581,690	121,343,999	45,440,074
	-	-	-	-	-
	-	-	-	-	-

Northwest Arctic Borough
General Fund Revenue and Expenditure Totals
 May 31, 2024

Revenue (alphabetical order)	Actual	Budget	% Remaining
Community Revenue Sharing	410,709	335,415	-22%
Federal PILT Revenue	-	1,100,062	100%
Indirect Cost Recovery	104,078	80,000	-30%
Investment Earnings Available For Ops	1,256,294	300,000	-319%
Land Permit Revenue	10,000	14,000	29%
Miscellaneous Revenue	284,843	75,000	-280%
NWABSD Land Lease	3,197,930	4,263,906	25%
PILT Revenue	26,234,440	25,000,000	-5%
Tobacco & Marijuana Excise Tax	510,553	600,000	15%
TOTAL Revenue	32,008,847	31,768,383	101%
Expenditures (alphabetical order)			
Administration & Finance	1,045,636	1,171,273.00	11%
Assembly	1,296,618	2,155,502.00	40%
Community & Economic Dev. Commission	15,032	25,669.00	41%
Community & Economic Development	1,245,860	3,547,898.00	65%
Local Education Contribution	4,983,833	6,645,111.00	25%
Mayor's Office	1,145,256	1,492,414.00	23%
Planning & Community	191,736	909,047.00	79%
Planning Commission	6,465	36,803.00	82%
Public Safety Dept	874,803	1,369,109.00	36%
Public Safety Commission	32,805	25,592.00	-28%
Public Services	1,714,912	1,571,678.00	-9%
Transfer out - Bond Debt Service	908,963	1,649,513.00	45%
Transfer out - Investment Contribution	-	7,500,000.00	100%
Legal Reserve	-	-	N/A
Transfer out - Sulianich	-	28,500.00	100%
Water and Sewer Subsidy	2,066,485	2,450,000.00	16%
TOTAL Expenditures	15,528,404	30,578,109.00	49%
Revenues less Expenditures	16,480,443		

Northwest Arctic Borough
Special Projects
 May 31, 2024

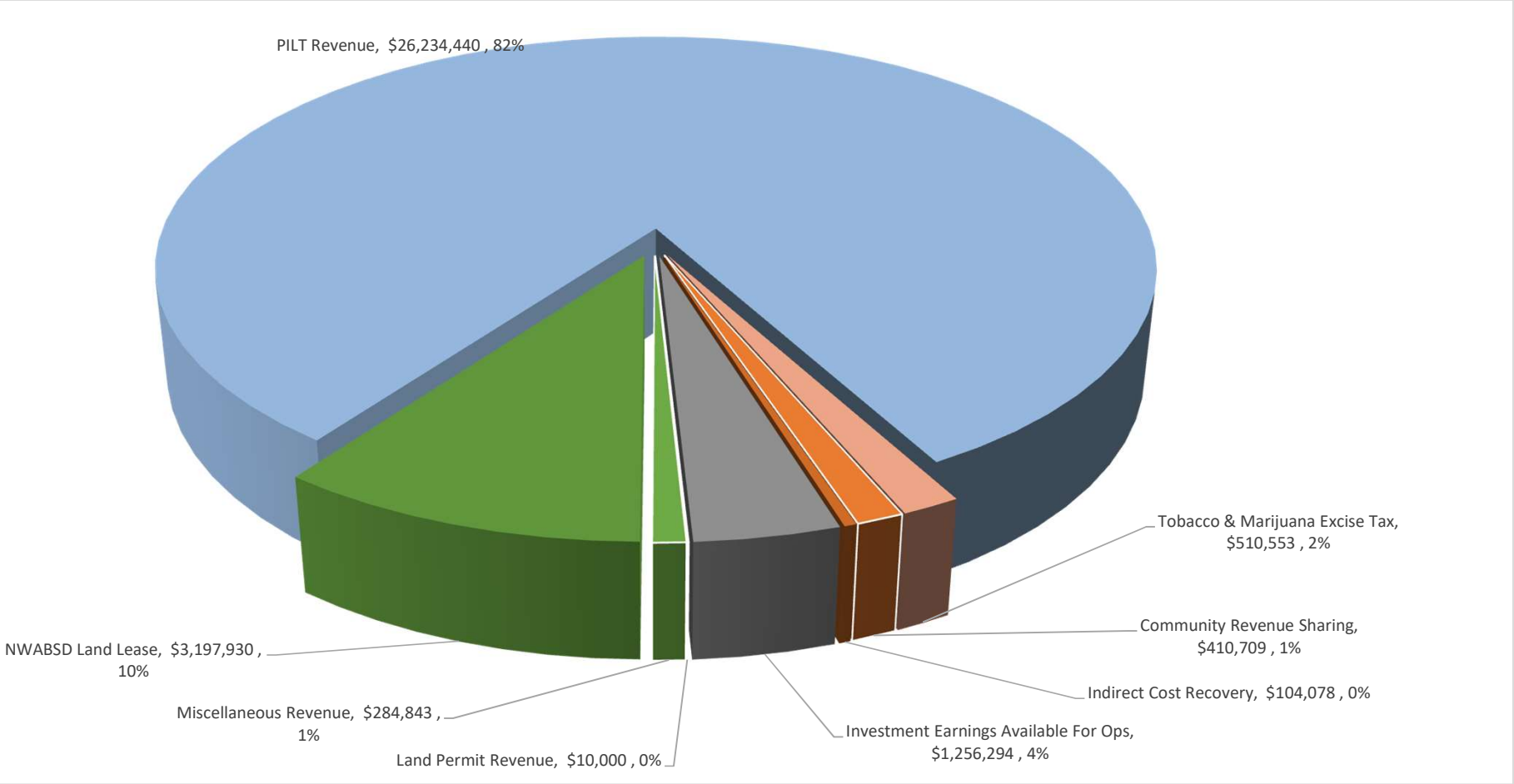
VILLAGE IMPROVEMENT FUND	ACTUAL	BUDGET	% of Total
Revenues	\$ 7,348,961	\$ 4,100,000	179%
Operational Expenditures	\$ 339,446	\$ 452,940	75%
Village Project Expenditures	\$ 4,920,299	\$ -	0%
Net Revenue Over Expenditures	\$ 2,089,216	\$ 4,552,940	

IPP (Energy Funds) SHUNGNAK / KOBUK	ACTUAL	BUDGET	% of Total
Fund Balance	\$ 121,762		
Revenues	\$ 39,876	\$ -	#DIV/0!
Operational Expenditures	\$ 24,414	\$ -	#DIV/0!
Net Revenue Over Expenditures	\$ 15,461	\$ -	

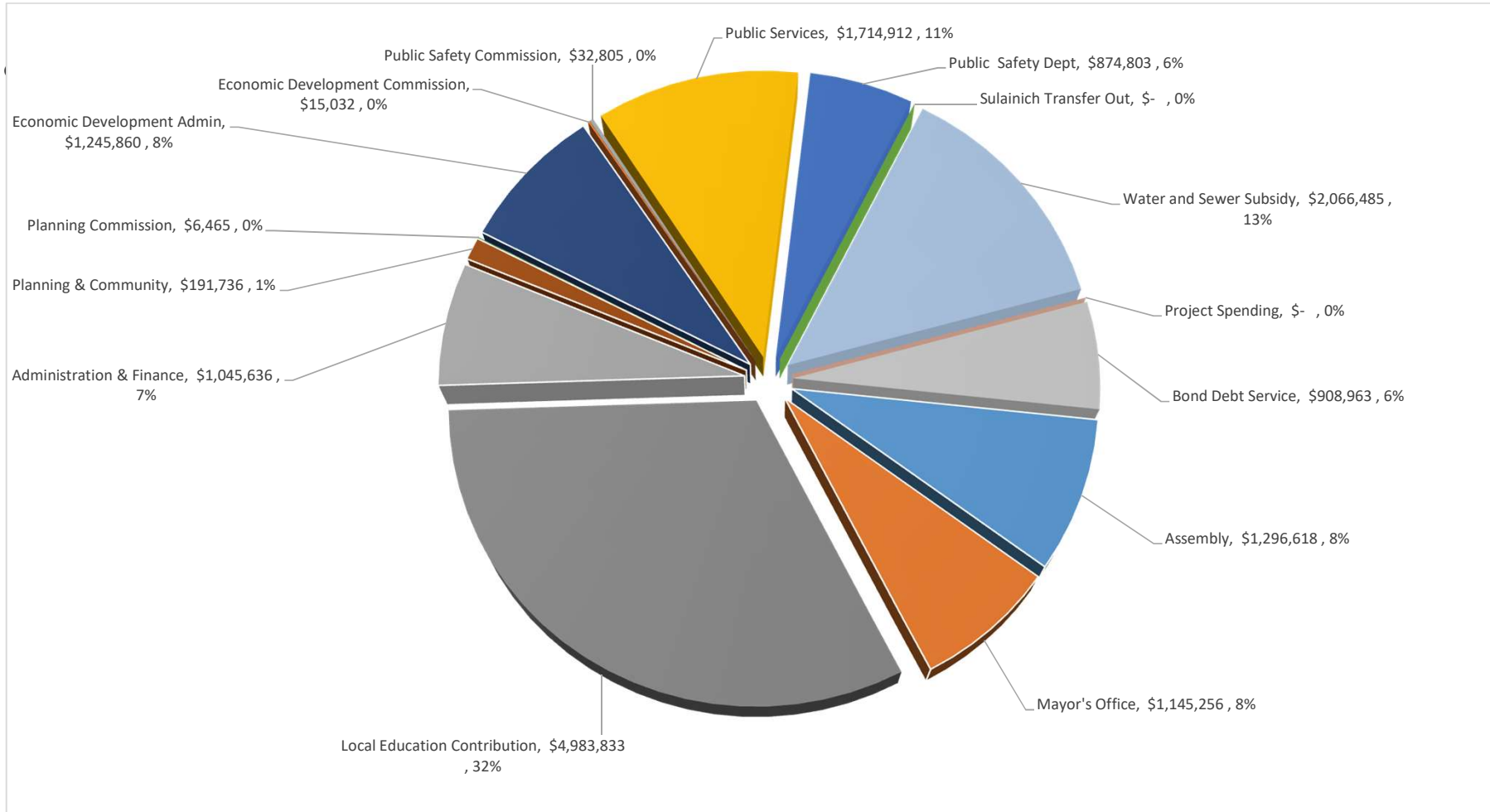
IPP (Energy Funds) NOATAK	ACTUAL	BUDGET	% of Total
Fund Balance	\$ -		
Revenues	\$ -	\$ -	#DIV/0!
Operational Expenditures	\$ 942	\$ -	#DIV/0!
Net Revenue Over Expenditures	\$ (942)	\$ -	

REGIONAL ELDER BOILER MAINTENANCE PGM	ACTUAL	BUDGET	% of Total
Project Contributions	\$ -	\$ 350,000	0%
General Fund Expenses	\$ 198,908		0%
Contractor Payments	\$ 426,565	\$ 700,000	61%
Net Revenue Over Expenditures	\$ (625,473)		

**Northwest Arctic Borough
General Fund Year-to-date Revenues
May 31, 2024**



**Northwest Arctic Borough
General Fund Year-to-date Expenditures
May 31, 2024**



Northwest Arctic Borough
Cash and Investment Report
May 31, 2024

Institution	General Fund Accounts	Face Value of Investment	% of Total
Wells Fargo	Main GF Checking	\$ 27,312,083	46%
Wells Fargo	Checking-Sulianich	\$ 1,413,146	2%
Wells Fargo	Money Market Trust for GO Bonds	\$ 6,463,777	11%
AMLIP	AMLIP	\$ 24,750,558	41%
AMLIP	NAB CARES	\$ 575	0%
Merrill Lynch	Investment in Teck Stock	\$ 8,217	0%
Total General Fund Operating Accounts		\$ 59,948,356	100%

Institution	GF Contingency Reserve Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 2,764,821	28%	
APCM	Fixed Income	\$ 6,469,727	67%	
APCM	Cash and Cash Equivalents	\$ 488,220	5%	
Total GF Contingency Reserve Portfolio		\$ 9,722,768	100%	\$ 487,467

Institution	Sustainability Fund Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 22,076,566	41%	
APCM	Fixed Income	\$ 29,877,006	56%	
APCM	Cash and Cash Equivalents	\$ 1,651,160	3%	
Total GF Sustainability Portfolio		\$ 53,604,732	100%	\$ 3,345,346

Institution	VIF Accounts	Face Value of Investment	% of Total
Wells Fargo	VIF Checking	\$ 4,424,856	40%
AMLIP	VIF AMLIP	\$ 6,526,709	60%
Total VIF Operating Accounts		\$ 10,951,565	100%

Institution	VIF Sustainability Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 14,201,955	41%	
APCM	Fixed Income	\$ 19,219,932	56%	
APCM	Cash and Cash Equivalents	\$ 1,062,133	3%	
Total VIF Sustainability Portfolio		\$ 34,484,020	100%	\$ 2,861,404

Total Borough Cash and Investments

\$ 168,711,441

**Northwest Arctic Borough
Grant Schedule
Fiscal Year 2024**

Grant Funds Summary

Description	FY24	Award Dates
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STATE GRANTS

AEA - Abl, Ian, Orv, Wlk Solar PV & Battery	\$590,000	<i>July 2022 - Jan 2024</i>
AEA - Selawik Solar PV	\$1,134,500	<i>July 2023 - Dec 2025</i>
AK DOT Airport Vegetation and Brushing	\$160,000	<i>end June 2024</i>
AEA - Ambler Tank Farm	\$650,000	<i>Mar 24 - Mar 25</i>
Alaska DOT Safe Ice Roads	\$300,000	<i>end April 2024</i>
EECBG	\$75,270	
SOA TORA Ice Roads	\$100,000	<i>end April 2024</i>
SOA Designated Legislative Grant (KVL Bus Barn/BKL HVAC)	\$2,000,000	<i>July 19 - June 2024</i>
SOA Designated Legislative Grant (Public Safety)	\$1,500,000	<i>April 22- June 2027</i>
SOA VPSO	\$1,834,468	<i>annual</i>
SOA VPSO CIP	\$2,980,000	<i>July 21 - June 26</i>

TOTAL STATE GRANTS **\$11,324,238**

FEDERAL GRANTS

Denali Commission Noatak Solar Array	\$134,079	<i>Closed</i>
Dept of Health & Human Services	\$127,862	<i>June 23 - May 24</i>
EPA - Climate Pollution Reduction (TCC)	\$143,809	<i>July 23- Sept 25</i>
HUD - Ambler Search & Rescue	\$1,500,000	<i>Apr 24 - Aug 31</i>
Dept of Energy - Ambler TEDO	\$2,700,000	
Dept of Energy - City Ambler Solar heat	\$54,811,907	
Dept of Energy - Ambler	\$2,100,000	
Dept of Energy - Ambler Tank Farm	\$650,000	<i>Mar 24 - Mar 25</i>
DOE Noatak High Penetration & Battery	\$2,008,765	<i>Jan 22 - Dec 23</i>
Dept of Treasury ARPA	\$1,478,046	
LATCF (Local Assistance & Tribal Consistency)	\$4,536,000	<i>Mar 21 - Dec 26</i>
Local Govt Lost Revenue ARPA	\$1,923,945	<i>Mar 21 - Dec 24</i>
REPP Selawik Solar Array & Battery	\$1,998,820	<i>Jan 23 - Jan 25</i>

TOTAL FEDERAL GRANTS **\$74,113,233**

OTHER FUNDING

Teck	\$310,000
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TOTAL OTHER GRANTS **\$ 310,000**

TOTAL GRANTS \$ 85,747,471

Northwest Arctic Borough
General Fund Revenue & Expenditures Narrative Report
 May 31, 2024

As of the end of May 2024, the fiscal year is 92% complete.

We are providing explanation for the items highlighted on the accompanying Revenue/Expense report that appear to be in significant variance within the budget.

Account Name	
All General Fund Revenues	
PILT	

General Fund Expenditures

Account Name	
01-Assembly Department	Nothing significant to note.
02-Mayor Department	Nothing significant to note.
03-Administration & Finance	Nothing significant to note.
04-N/A	Nothing significant to note.
05-Planning & Community	Nothing significant to note.
06-Planning Commission	Nothing significant to note.
07-Economic Development Admin	Nothing significant to note.
08-Economic Development Comm.	Nothing significant to note.
09-Public Services Department	Nothing significant to note.
10-Public Safety Commission	Nothing significant to note.
11-Public Safety Department	Nothing significant to note.

NORTHWEST ARCTIC BOROUGH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
01-00-4000-00	18,734,440.00	26,234,440.00	25,000,000.00	(1,234,440.00)	104.9
01-00-4010-00	.00	.00	1,100,062.00	1,100,062.00	.0
01-00-4020-00	.00	3,197,929.50	4,263,906.00	1,065,976.50	75.0
01-00-4050-00	45,633.64	465,346.72	540,000.00	74,653.28	86.2
01-00-4075-00	.00	45,206.09	60,000.00	14,793.91	75.3
01-00-4099-00	.00	284,843.16	75,000.00	(209,843.16)	379.8
01-00-4220-00	.00	410,709.43	335,415.00	(75,294.43)	122.5
01-00-4400-00	.00	104,078.28	80,000.00	(24,078.28)	130.1
01-00-4550-00	115,010.48	1,256,293.67	300,000.00	(956,293.67)	418.8
01-00-4600-00	.00	10,000.00	14,000.00	4,000.00	71.4
TOTAL SOURCE 00	18,895,084.12	32,008,846.85	31,768,383.00	(240,463.85)	100.8
TOTAL FUND REVENUE	18,895,084.12	32,008,846.85	31,768,383.00	(240,463.85)	100.8

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-00-6390-00 BANK FEES	117.66	82.66	.00	(82.66)	.0
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	26,875.00	908,962.50	1,649,513.00	740,550.50	55.1
01-00-9004-00 TRANSFER OUT - LOCAL ED	.00	4,983,833.25	6,645,111.00	1,661,277.75	75.0
01-00-9005-00 CREDIT CARD CLEARING ACCOUNT	9,546.11	49,821.38	.00	(49,821.38)	.0
01-00-9007-00 WATER & SEWER SUBSIDY	.00	.00	2,450,000.00	2,450,000.00	.0
TOTAL DEPARTMENT 00	36,538.77	5,942,699.79	18,273,124.00	12,330,424.21	32.5

ASSEMBLY

01-01-6000-00 SALARIES	8,424.39	167,494.34	191,000.00	23,505.66	87.7
01-01-6010-00 WAGES, TEMPORARY	.00	8,265.00	10,000.00	1,735.00	82.7
01-01-6110-00 FICA	443.51	15,032.20	6,143.00	(8,889.20)	244.7
01-01-6111-00 SOA ESC	51.89	1,623.23	6,617.00	4,993.77	24.5
01-01-6115-00 MEDICAL	.00	133,237.68	316,267.00	183,029.32	42.1
01-01-6120-00 WORKER'S COMP	5.40	300.28	.00	(300.28)	.0
01-01-6125-00 PERS	1,930.37	39,531.86	62,669.00	23,137.14	63.1
01-01-6210-00 AIR TRANSPORTATION	2,000.38	48,996.09	100,000.00	51,003.91	49.0
01-01-6220-00 GROUND TRANSPORTATION	537.84	14,049.52	10,000.00	(4,049.52)	140.5
01-01-6230-00 LODGING	11,574.03	98,943.24	95,000.00	(3,943.24)	104.2
01-01-6240-00 MEETING FEES	4,200.00	167,770.00	200,000.00	32,230.00	83.9
01-01-6250-00 PER DIEM	1,493.12	48,981.02	50,000.00	1,018.98	98.0
01-01-6320-00 PRINTING & PUBLICATIONS	245.00	539.00	10,000.00	9,461.00	5.4
01-01-6370-00 DUES & SUBSCRIPTIONS	2,546.03	17,993.59	35,000.00	17,006.41	51.4
01-01-6399-00 MISCELLANEOUS	1,985.75	12,837.74	17,000.00	4,162.26	75.5
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	10,155.36	40,000.00	29,844.64	25.4
01-01-7000-00 REVENUE SHARING GRANTS	46,114.24	298,982.56	335,415.00	36,432.44	89.1
01-01-7050-00 CHARITABLE DONATIONS	120,000.00	195,000.00	450,000.00	255,000.00	43.3
01-01-7200-00 ELECTION EXPENSE	726.00	16,885.49	24,000.00	7,114.51	70.4
TOTAL ASSEMBLY	202,277.95	1,296,618.20	2,024,111.00	727,492.80	64.1

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAYOR'S OFFICE</u>					
01-02-6000-00 SALARIES	25,866.62	275,093.97	325,000.00	49,906.03	84.6
01-02-6110-00 FICA	372.45	4,521.86	10,764.00	6,242.14	42.0
01-02-6111-00 SOA ESC	168.13	2,294.45	5,363.00	3,068.55	42.8
01-02-6115-00 MEDICAL	.00	25,278.28	97,313.00	72,034.72	26.0
01-02-6120-00 WORKER'S COMP	126.20	1,671.00	.00	(1,671.00)	.0
01-02-6125-00 PERS	5,690.66	58,546.23	70,553.00	12,006.77	83.0
01-02-6210-00 AIR TRANSPORTATION	7,571.04	51,871.38	48,000.00	(3,871.38)	108.1
01-02-6220-00 GROUND TRANSPORTATION	297.36	8,087.38	9,000.00	912.62	89.9
01-02-6230-00 LODGING	4,593.99	23,339.32	20,000.00	(3,339.32)	116.7
01-02-6250-00 PER DIEM	1,287.00	13,860.00	15,000.00	1,140.00	92.4
01-02-6300-00 SUPPLIES	2,413.58	18,440.11	22,000.00	3,559.89	83.8
01-02-6370-00 DUES & SUBSCRIPTIONS	264.00	2,226.16	4,000.00	1,773.84	55.7
01-02-6380-00 TRAINING	2,495.00	4,253.96	5,000.00	746.04	85.1
01-02-6399-00 MISCELLANEOUS	15,618.45	30,701.71	20,000.00	(10,701.71)	153.5
01-02-6400-00 CONSULTANTS	13,333.32	125,961.36	170,000.00	44,038.64	74.1
01-02-6450-00 LEGAL	16,364.58	135,187.47	235,000.00	99,812.53	57.5
01-02-6825-00 NW LEADERSHIP TEAM	.00	.00	5,000.00	5,000.00	.0
01-02-6830-00 ARCTIC ISSUES	.00	.00	5,000.00	5,000.00	.0
01-02-7050-00 CHARITABLE DONATIONS	25,785.98	132,469.05	140,000.00	7,530.95	94.6
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
01-02-7600-04 IAN EMERGENCY DISTASTER RELIEF	.00	25,000.00	.00	(25,000.00)	.0
01-02-7600-05 KVL EMERGENCY DISTASTER RELIEF	.00	48,539.95	.00	(48,539.95)	.0
01-02-7600-06 OBU EMERGENCY DISTASTER RELIEF	.00	1,358.00	.00	(1,358.00)	.0
01-02-7600-07 OTZ EMERGENCY DISTASTER RELIEF	.00	63,666.13	.00	(63,666.13)	.0
01-02-7600-10 WLK EMERGENCY DISTASTER RELIEF	.00	84,226.47	.00	(84,226.47)	.0
TOTAL MAYOR'S OFFICE	122,248.36	1,145,255.84	1,406,993.00	261,737.16	81.4

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION & FINANCE</u>					
01-03-6000-00 SALARIES	21,605.31	276,617.07	356,063.00	79,445.93	77.7
01-03-6110-00 FICA	311.97	4,498.14	5,455.00	956.86	82.5
01-03-6111-00 SOA ESC	86.28	1,915.20	5,875.00	3,959.80	32.6
01-03-6115-00 MEDICAL	.00	25,302.08	72,985.00	47,682.92	34.7
01-03-6120-00 WORKER'S COMP	38.40	148.38	.00	(148.38)	.0
01-03-6125-00 PERS	4,753.17	59,039.20	77,296.00	18,256.80	76.4
01-03-6210-00 AIR TRANSPORTATION	1,243.82	5,342.81	12,000.00	6,657.19	44.5
01-03-6220-00 GROUND TRANSPORTATION	.00	206.68	2,500.00	2,293.32	8.3
01-03-6230-00 LODGING	.00	6,579.04	14,000.00	7,420.96	47.0
01-03-6250-00 PER DIEM	.00	2,574.00	8,910.00	6,336.00	28.9
01-03-6300-00 SUPPLIES	3,747.93	22,093.89	28,000.00	5,906.11	78.9
01-03-6310-00 POSTAGE AND FREIGHT	316.74	10,026.17	15,000.00	4,973.83	66.8
01-03-6320-00 PRINTING & PUBLICATIONS	138.32	2,688.06	30,000.00	27,311.94	9.0
01-03-6330-00 UTILITIES	5,243.12	81,658.65	125,000.00	43,341.35	65.3
01-03-6340-00 TELEPHONE	1,740.14	23,917.22	44,000.00	20,082.78	54.4
01-03-6365-00 GAS & OIL EXPENSE	2,706.74	17,467.75	28,000.00	10,532.25	62.4
01-03-6370-00 DUES & SUBSCRIPTIONS	40.00	5,432.81	5,000.00	(432.81)	108.7
01-03-6380-00 TRAINING	.00	.00	5,000.00	5,000.00	.0
01-03-6390-00 JANITORIAL EXPENDITURE	.00	27,602.79	36,000.00	8,397.21	76.7
01-03-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	12,411.30	185,115.61	200,000.00	14,884.39	92.6
01-03-6600-00 INSURANCE	.00	237,506.69	250,000.00	12,493.31	95.0
TOTAL ADMINISTRATION & FINANCE	54,383.24	995,732.24	1,321,084.00	325,351.76	75.4
<u>PLANNING & COMMUNITY</u>					
01-05-6000-00 SALARIES	5,380.16	113,015.26	172,000.00	58,984.74	65.7
01-05-6110-00 FICA	76.71	1,628.25	2,635.00	1,006.75	61.8
01-05-6111-00 SOA ESC	29.13	981.35	2,838.00	1,856.65	34.6
01-05-6115-00 MEDICAL	.00	16,330.78	72,985.00	56,654.22	22.4
01-05-6120-00 WORKER'S COMP	41.43	624.31	.00	(624.31)	.0
01-05-6125-00 PERS	1,183.63	24,863.38	37,339.00	12,475.62	66.6
01-05-6210-00 AIR TRANSPORTATION	.00	374.20	5,000.00	4,625.80	7.5
01-05-6220-00 GROUND TRANSPORTATION	.00	246.43	2,000.00	1,753.57	12.3
01-05-6230-00 LODGING	.00	2,071.98	5,000.00	2,928.02	41.4
01-05-6250-00 PER DIEM	.00	891.00	5,000.00	4,109.00	17.8
01-05-6300-00 SUPPLIES	30.00	6,967.46	10,000.00	3,032.54	69.7
01-05-6370-00 DUES & SUBSCRIPTIONS	73.84	73.84	3,000.00	2,926.16	2.5
01-05-6400-00 CONSULTANTS	.00	16,167.58	100,000.00	83,832.42	16.2
01-05-7120-00 PLANNING GRANTS	.00	7,500.00	75,000.00	67,500.00	10.0
01-05-7400-00 TITLE 9 MONITORING	.00	.00	75,000.00	75,000.00	.0
TOTAL PLANNING & COMMUNITY	6,814.90	191,735.82	567,797.00	376,061.18	33.8

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING COMMISSION</u>					
01-06-6110-00 FICA	76.52	191.30	1,163.00	971.70	16.5
01-06-6210-00 AIR TRANSPORTATION	.00	1,341.00	10,200.00	8,859.00	13.2
01-06-6230-00 LODGING	.00	996.00	9,000.00	8,004.00	11.1
01-06-6240-00 MEETING FEES	1,000.00	2,500.00	8,500.00	6,000.00	29.4
01-06-6250-00 PER DIEM	891.00	1,287.00	5,940.00	4,653.00	21.7
01-06-6300-00 SUPPLIES	.00	150.00	2,000.00	1,850.00	7.5
TOTAL PLANNING COMMISSION	1,967.52	6,465.30	36,803.00	30,337.70	17.6

<u>COMMUNITY & ECONOMIC DEVELOPME</u>					
01-07-6000-00 SALARIES	41,150.50	440,138.70	567,239.00	127,100.30	77.6
01-07-6110-00 FICA	594.12	6,488.23	8,690.00	2,201.77	74.7
01-07-6111-00 SOA ESC	342.79	3,173.28	9,359.00	6,185.72	33.9
01-07-6115-00 MEDICAL	.00	46,988.12	128,859.00	81,870.88	36.5
01-07-6120-00 WORKER'S COMP	81.58	542.46	.00	(542.46)	.0
01-07-6125-00 PERS	9,053.11	96,368.62	123,140.00	26,771.38	78.3
01-07-6210-00 AIR TRANSPORTATION	4,913.10	27,226.40	27,000.00	(226.40)	100.8
01-07-6220-00 GROUND TRANSPORTATION	343.98	6,817.29	9,000.00	2,182.71	75.8
01-07-6230-00 LODGING	3,061.55	14,648.19	20,000.00	5,351.81	73.2
01-07-6250-00 PER DIEM	891.00	6,534.00	13,000.00	6,466.00	50.3
01-07-6300-00 SUPPLIES	68.45	8,015.61	10,000.00	1,984.39	80.2
01-07-6320-00 PRINTING & PUBLICATIONS	.00	390.92	1,000.00	609.08	39.1
01-07-6370-00 DUES & SUBSCRIPTIONS	695.00	4,600.27	5,000.00	399.73	92.0
01-07-6380-00 TRAINING	.00	3,117.92	5,000.00	1,882.08	62.4
01-07-6400-00 CONSULTANTS	.00	16,295.37	26,000.00	9,704.63	62.7
01-07-7100-00 SCHOLARSHIPS	15,366.70	297,708.90	302,000.00	4,291.10	98.6
01-07-7110-00 SMALL BUSINESS GRANTS	2,805.89	15,182.63	18,000.00	2,817.37	84.4
01-07-7130-00 FISHING GRANTS	4,200.00	78,205.26	90,000.00	11,794.74	86.9
01-07-7135-00 CEDA PROJECTS	15,948.50	173,418.21	2,195,000.00	2,021,581.79	7.9
TOTAL COMMUNITY & ECONOMIC DEVELOP	99,516.27	1,245,860.38	3,558,287.00	2,312,426.62	35.0

<u>COMMUNITY & ECONOMIC DEV COMMI</u>					
01-08-6110-00 FICA	.00	114.78	669.00	554.22	17.2
01-08-6210-00 AIR TRANSPORTATION	1,361.40	4,339.40	6,500.00	2,160.60	66.8
01-08-6230-00 LODGING	189.00	3,190.52	6,000.00	2,809.48	53.2
01-08-6240-00 MEETING FEES	.00	1,500.00	4,000.00	2,500.00	37.5
01-08-6250-00 PER DIEM	.00	2,871.00	2,500.00	(371.00)	114.8
01-08-6300-00 SUPPLIES	.00	3,016.70	6,000.00	2,983.30	50.3
TOTAL COMMUNITY & ECONOMIC DEV COM	1,550.40	15,032.40	25,669.00	10,636.60	58.6

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SERVICES</u>					
01-09-6000-00 SALARIES	30,583.30	344,499.89	405,384.00	60,884.11	85.0
01-09-6110-00 FICA	646.76	6,803.20	6,210.00	(593.20)	109.6
01-09-6111-00 SOA ESC	210.77	2,240.01	6,689.00	4,448.99	33.5
01-09-6115-00 MEDICAL	.00	38,168.52	97,313.00	59,144.48	39.2
01-09-6120-00 WORKER'S COMP	170.81	2,115.02	.00	(2,115.02)	.0
01-09-6125-00 PERS	6,002.34	70,648.00	88,003.00	17,355.00	80.3
01-09-6210-00 AIR TRANSPORTATION	9,640.77	40,079.78	35,000.00	(5,079.78)	114.5
01-09-6220-00 GROUND TRANSPORTATION	.00	.00	6,000.00	6,000.00	.0
01-09-6230-00 LODGING	538.00	11,780.96	13,000.00	1,219.04	90.6
01-09-6250-00 PER DIEM	198.00	7,326.00	12,350.00	5,024.00	59.3
01-09-6300-00 SUPPLIES	455.80	16,763.91	20,000.00	3,236.09	83.8
01-09-6310-00 POSTAGE AND FREIGHT	897.58	23,792.40	25,000.00	1,207.60	95.2
01-09-6335-00 NOATAK AIRPORT LEASE - YEARLY	.00	.00	11,000.00	11,000.00	.0
01-09-6345-00 INFORMATION TECHNOLOGY	22,098.19	259,075.49	250,000.00	(9,075.49)	103.6
01-09-6360-00 PUBLIC SERVICES PROJECTS	84,163.49	888,662.18	550,000.00	(338,662.18)	161.6
01-09-6370-00 DUES & SUBSCRIPTIONS	.00	350.00	3,000.00	2,650.00	11.7
01-09-6399-00 MISCELLANEOUS	78.26	2,606.38	8,000.00	5,393.62	32.6
TOTAL PUBLIC SERVICES	155,684.07	1,714,911.74	1,536,949.00	(177,962.74)	111.6
<u>PUBLIC SAFETY COMMISSION</u>					
01-10-6110-00 FICA	.00	1,032.76	842.00	(190.76)	122.7
01-10-6210-00 AIR TRANSPORTATION	1,716.21	5,757.71	6,228.00	470.29	92.5
01-10-6230-00 LODGING	2,766.40	6,028.40	3,668.00	(2,360.40)	164.4
01-10-6240-00 MEETING FEES	.00	13,500.00	8,800.00	(4,700.00)	153.4
01-10-6250-00 PER DIEM	.00	4,356.00	4,554.00	198.00	95.7
01-10-6300-00 SUPPLIES	.00	2,130.06	1,500.00	(630.06)	142.0
TOTAL PUBLIC SAFETY COMMISSION	4,482.61	32,804.93	25,592.00	(7,212.93)	128.2

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-11-6000-00 SALARIES	32,872.40	327,903.68	376,489.00	48,585.32	87.1
01-11-6010-00 WAGES - TEMP TRAIL STAKERS	200.00	27,242.25	36,000.00	8,757.75	75.7
01-11-6110-00 FICA	828.27	8,440.36	11,609.00	3,168.64	72.7
01-11-6111-00 UNEMPLOYMENT INSURANCE	399.16	2,856.73	6,806.00	3,949.27	42.0
01-11-6115-00 MEDICAL	.00	37,959.22	97,313.00	59,353.78	39.0
01-11-6120-00 WORKERS COMP	194.17	2,317.22	.00	(2,317.22)	.0
01-11-6125-00 PERS	5,294.61	64,448.03	81,730.00	17,281.97	78.9
01-11-6210-00 AIR TRANSPORTATION	11,304.77	35,120.99	28,000.00	(7,120.99)	125.4
01-11-6220-00 GROUND TRANSPORTATION	910.59	8,220.23	6,000.00	(2,220.23)	137.0
01-11-6230-00 LODGING	5,633.96	26,946.36	20,000.00	(6,946.36)	134.7
01-11-6250-00 PER DIEM	990.00	15,302.00	14,000.00	(1,302.00)	109.3
01-11-6300-00 SUPPLIES	804.84	19,080.55	20,000.00	919.45	95.4
01-11-6310-00 AIR FREIGHT	30.00	3,517.79	5,000.00	1,482.21	70.4
01-11-6370-00 DUES & SUBSCRIPTIONS	5,023.00	6,047.00	4,000.00	(2,047.00)	151.2
01-11-6399-00 MISCELLANEOUS	664.13	7,962.60	8,000.00	37.40	99.5
01-11-6400-00 CONSULTANTS	.00	.00	2,500.00	2,500.00	.0
01-11-7150-00 WINTER TRAILS	20,282.50	85,591.87	120,000.00	34,408.13	71.3
01-11-7155-00 EMERGENCY MANAGEMENT	3,028.00	3,028.00	2,800.00	(228.00)	108.1
01-11-7160-00 PUBLIC SAFETY SUMMIT	.00	.00	15,000.00	15,000.00	.0
01-11-7500-00 VPSO HOUSE UTILITIES	.00	6,698.72	10,000.00	3,301.28	67.0
01-11-8002-00 SEARCH & RESCUE SUPPLIES	6,161.15	32,530.78	60,000.00	27,469.22	54.2
01-11-8003-00 S&R EQUIPMENT	761.68	7,172.89	.00	(7,172.89)	.0
01-11-8004-00 SEARCH & RESCUE STIPENDS	.00	61,020.00	98,500.00	37,480.00	62.0
01-11-8500-00 FIRE TRAVEL	.00	1,179.00	.00	(1,179.00)	.0
01-11-8501-00 FIRE EQUIPMENT, REPAIRS, MAINT	11,437.82	52,344.19	75,000.00	22,655.81	69.8
01-11-8506-00 BATALION CHIEF STIPENDS	.00	31,604.00	77,000.00	45,396.00	41.0
01-11-8507-00 BATALION CHIEF MEETINGS	.00	268.34	.00	(268.34)	.0
TOTAL PUBLIC SAFETY DEPARTMENT	106,821.05	874,802.80	1,175,747.00	300,944.20	74.4
<u>WATER AND SEWER SUBSIDY</u>					
01-12-6400-00 W&S COORDINATOR/TRAINING	80,134.51	200,284.53	.00	(200,284.53)	.0
01-12-6400-01 AMBLER SUBSIDY	51,338.34	178,147.82	.00	(178,147.82)	.0
01-12-6400-02 BUCKLAND SUBSIDY	37,552.68	131,309.66	.00	(131,309.66)	.0
01-12-6400-03 DEERING SUBSIDY	20,982.46	129,612.84	.00	(129,612.84)	.0
01-12-6400-04 KIANA SUBSIDY	78,201.25	149,560.72	.00	(149,560.72)	.0
01-12-6400-05 KIVALINA SUBSIDY	22,747.05	137,323.53	.00	(137,323.53)	.0
01-12-6400-06 KOBUK SUBSIDY	30,774.21	69,365.82	.00	(69,365.82)	.0
01-12-6400-07 KOTZEBUE SUBSIDY	.00	450,084.00	.00	(450,084.00)	.0
01-12-6400-09 NOORVIK SUBSIDY	81,532.72	290,356.59	.00	(290,356.59)	.0
01-12-6400-10 SELAWIK SUBSIDY	35,722.93	216,795.75	.00	(216,795.75)	.0
01-12-6400-11 SHUNGNAC SUBSIDY	41,845.01	113,644.09	.00	(113,644.09)	.0
TOTAL WATER AND SEWER SUBSIDY	480,831.16	2,066,485.35	.00	(2,066,485.35)	.0
TOTAL FUND EXPENDITURES	1,273,116.30	15,528,404.79	29,952,156.00	14,423,751.21	51.8

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	17,621,967.82	16,480,442.06	1,816,227.00	(14,664,215.06)	907.4

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
02-00-4100-00 REVENUE	4,000,000.00	8,000,000.00	4,000,000.00	(4,000,000.00)	200.0
02-00-4500-00 INVESTMENT INCOME	38,425.31	1,368,410.85	.00	(1,368,410.85)	.0
02-00-4501-00 UNREALIZED GAIN/(LOSS)	857,533.27	1,624,719.15	.00	(1,624,719.15)	.0
02-00-4550-00 INVESTMENT INC. AVAIL. FOR OPS	29,278.64	355,830.51	100,000.00	(255,830.51)	355.8
TOTAL SOURCE 00	4,925,237.22	11,348,960.51	4,100,000.00	(7,248,960.51)	276.8
TOTAL FUND REVENUE	4,925,237.22	11,348,960.51	4,100,000.00	(7,248,960.51)	276.8

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-00-6000-00 SALARIES	10,841.87	133,423.80	159,417.00	25,993.20	83.7
02-00-6110-00 FICA	310.26	4,205.42	5,372.00	1,166.58	78.3
02-00-6111-00 SOA ESC	31.43	1,132.33	3,004.00	1,871.67	37.7
02-00-6115-00 MEDICAL	.00	12,804.90	27,075.00	14,270.10	47.3
02-00-6120-00 WORKERS COMP	.00	152.75	.00	(152.75)	.0
02-00-6125-00 PERS	2,385.21	29,353.23	35,072.00	5,718.77	83.7
02-00-6210-00 TRANSPORTATION	774.00	25,199.74	35,000.00	9,800.26	72.0
02-00-6220-00 GROUND TRANSPORTATION	.00	1,627.59	3,000.00	1,372.41	54.3
02-00-6230-00 LODGING	.00	25,991.72	27,500.00	1,508.28	94.5
02-00-6240-00 MEETING FEES	2,000.00	29,750.00	40,000.00	10,250.00	74.4
02-00-6250-00 PER DIEM	.00	12,177.00	23,000.00	10,823.00	52.9
02-00-6300-00 SUPPLIES	706.94	28,667.83	20,000.00	(8,667.83)	143.3
02-00-6320-00 PRINTING & PUBLICATIONS	.00	.00	7,500.00	7,500.00	.0
02-00-6390-00 BANK FEES	10.14	10.14	.00	(10.14)	.0
02-00-6400-00 CONSULTANTS	3,431.41	3,643.91	30,000.00	26,356.09	12.2
02-00-6450-00 LEGAL	288.00	19,304.00	25,000.00	5,696.00	77.2
02-00-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	.00	12,000.00	12,000.00	.00	100.0
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 DEPARTMENT 00	20,779.26	339,444.36	4,100,000.00	3,760,555.64	8.3
 <u>AMBLER VIF</u>					
02-01-6400-09 DESIGN - CITY TANK FARM	.00	6,404.70	.00	(6,404.70)	.0
TOTAL AMBLER VIF	.00	6,404.70	.00	(6,404.70)	.0
 <u>BUCKLAND VIF</u>					
02-02-6400-05 BKC EQUIP/MAINT	.00	207,051.60	.00	(207,051.60)	.0
TOTAL BUCKLAND VIF	.00	207,051.60	.00	(207,051.60)	.0
 <u>DEERING VIF</u>					
02-03-6400-07 ELECTRICAL GRID PHASE 3	.00	156,950.00	.00	(156,950.00)	.0
02-03-6400-08 IPNATCHIAQ POLE	.00	377,875.00	.00	(377,875.00)	.0
TOTAL DEERING VIF	.00	534,825.00	.00	(534,825.00)	.0
 <u>KIANA VIF</u>					
02-04-6400-04 OPT IN PROJECT	.00	164,308.00	.00	(164,308.00)	.0
TOTAL KIANA VIF	.00	164,308.00	.00	(164,308.00)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>KIVALINA VIF</u>					
02-05-6400-05 KVL WASTE PROJECT	.00	780,538.00	.00	(780,538.00)	.0
02-05-6400-06 KVL WELLNESS	.00	223,143.48	.00	(223,143.48)	.0
TOTAL KIVALINA VIF	.00	1,003,681.48	.00	(1,003,681.48)	.0
<u>KOBUK VIF</u>					
02-06-6400-07 COMMUNITY BLDG	.00	1,973,016.61	.00	(1,973,016.61)	.0
TOTAL KOBUK VIF	.00	1,973,016.61	.00	(1,973,016.61)	.0
<u>KOTZEBUE VIF</u>					
02-07-6400-11 KOTZ ER RESP	.00	280,000.00	.00	(280,000.00)	.0
02-07-6400-12 CAR CRUSHER	.00	275,000.00	.00	(275,000.00)	.0
02-07-6400-13 EMERGENCY	.00	25,000.00	.00	(25,000.00)	.0
02-07-6400-14 OTZ GRAVE EQUIP	.00	201,011.32	.00	(201,011.32)	.0
TOTAL KOTZEBUE VIF	.00	781,011.32	.00	(781,011.32)	.0
<u>SELAWIK VIF</u>					
02-10-6400-02 WATER&SEWER PROJECT	.00	250,000.00	.00	(250,000.00)	.0
TOTAL SELAWIK VIF	.00	250,000.00	.00	(250,000.00)	.0
TOTAL FUND EXPENDITURES	20,779.26	5,259,743.07	4,100,000.00	(1,159,743.07)	128.3
NET REVENUE OVER EXPENDITURES	4,904,457.96	6,089,217.44	.00	(6,089,217.44)	.0

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

IPP SPECIAL REVENUE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
03-00-4100-00 REVENUE	(39,875.68)	.00	.00	.00	.0
TOTAL SOURCE 00	(39,875.68)	.00	.00	.00	.0
TOTAL FUND REVENUE	(39,875.68)	.00	.00	.00	.0

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

IPP SPECIAL REVENUE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
03-00-6330-00 UTILITIES	(22,468.37)	.00	.00	.00	.0
TOTAL DEPARTMENT 00	(22,468.37)	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	(22,468.37)	.00	.00	.00	.0
NET REVENUE OVER EXPENDITURES	(17,407.31)	.00	.00	.00	.0

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

ENERGY DEPARTMENT GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
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05-07-4200-00 STATE GRANT REVENUE	21,469.25	21,469.25	.00	(21,469.25)	.0
TOTAL SOURCE 07	21,469.25	21,469.25	.00	(21,469.25)	.0
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<u>SOURCE 08</u>					
05-08-4250-00 FEDERAL GRANT REVENUE	260.39	260.39	.00	(260.39)	.0
TOTAL SOURCE 08	260.39	260.39	.00	(260.39)	.0
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TOTAL FUND REVENUE	21,729.64	21,729.64	.00	(21,729.64)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

ENERGY DEPARTMENT GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
05-07-6000-00 SALARIES	14,714.18	14,714.18	.00	(14,714.18)	.0
05-07-6110-00 FICA	211.61	211.61	.00	(211.61)	.0
05-07-6111-00 SOA ESC	21.93	21.93	.00	(21.93)	.0
05-07-6125-00 PERS	3,237.11	3,237.11	.00	(3,237.11)	.0
05-07-6210-00 AIR TRANSPORTATION	396.00	396.00	.00	(396.00)	.0
05-07-6400-00 CONSULTANTS	283,803.01	388,765.36	.00	(388,765.36)	.0
TOTAL DEPARTMENT 07	302,383.84	407,346.19	.00	(407,346.19)	.0
<u>DEPARTMENT 08</u>					
05-08-6000-00 SALARIES	39,495.79	39,495.79	.00	(39,495.79)	.0
05-08-6110-00 FICA	572.09	572.09	.00	(572.09)	.0
05-08-6111-00 SOA ESC	510.67	510.67	.00	(510.67)	.0
05-08-6115-00 MEDICAL	.00	5,434.26	.00	(5,434.26)	.0
05-08-6120-00 WORKERS COMP	272.71	272.71	.00	(272.71)	.0
05-08-6125-00 PERS	8,689.09	8,689.09	.00	(8,689.09)	.0
05-08-6210-00 AIR TRANSPORTATION	1,437.39	1,437.39	.00	(1,437.39)	.0
05-08-6230-00 LODGING	779.52	779.52	.00	(779.52)	.0
05-08-6400-00 CONSULTANTS	18,756.25	18,756.25	.00	(18,756.25)	.0
TOTAL DEPARTMENT 08	70,513.51	75,947.77	.00	(75,947.77)	.0
TOTAL FUND EXPENDITURES	372,897.35	483,293.96	.00	(483,293.96)	.0
NET REVENUE OVER EXPENDITURES	(351,167.71)	(461,564.32)	.00	461,564.32	.0

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

NAB SUSTAINABILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
10-00-4500-00 INVESTMENT INCOME	59,724.19	1,998,453.10	.00	(1,998,453.10)	.0
10-00-4501-00 UNREALIZED INVESTMENT INCOME	1,333,015.32	2,654,403.24	.00	(2,654,403.24)	.0
TOTAL SOURCE 00	1,392,739.51	4,652,856.34	.00	(4,652,856.34)	.0
TOTAL FUND REVENUE	1,392,739.51	4,652,856.34	.00	(4,652,856.34)	.0
NET REVENUE OVER EXPENDITURES	1,392,739.51	4,652,856.34	.00	(4,652,856.34)	.0

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

NAB CONTINGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
11-00-4500-00 INVESTMENT INCOME	13,984.49	398,344.05	.00	(398,344.05)	.0
11-00-4501-00 UNREALIZED GAIN/(LOSS)	183,042.40	318,935.34	.00	(318,935.34)	.0
TOTAL SOURCE 00	197,026.89	717,279.39	.00	(717,279.39)	.0
TOTAL FUND REVENUE	197,026.89	717,279.39	.00	(717,279.39)	.0

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

NAB CONTINGENCY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
11-00-6390-00 BANK FEES	21,960.53	259,944.40	.00	(259,944.40)	.0
TOTAL DEPARTMENT 00	21,960.53	259,944.40	.00	(259,944.40)	.0
TOTAL FUND EXPENDITURES	21,960.53	259,944.40	.00	(259,944.40)	.0
NET REVENUE OVER EXPENDITURES	175,066.36	457,334.99	.00	(457,334.99)	.0

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

CARES ACT - COVID RESPONSE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
19-00-4550-00 INVESTMENT INC AVAIL FOR OPS	568.95	593.09	.00	(593.09)	.0
TOTAL SOURCE 00	568.95	593.09	.00	(593.09)	.0
TOTAL FUND REVENUE	568.95	593.09	.00	(593.09)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

CARES ACT - COVID RESPONSE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 03</u>					
19-03-6350-01 FEDERAL ARPA - EQUIP FIRE RESP	13,490.47	114,864.79	100,000.00	(14,864.79)	114.9
TOTAL DEPARTMENT 03	13,490.47	114,864.79	100,000.00	(14,864.79)	114.9
<u>DEPARTMENT 05</u>					
19-05-6350-03 SOA ARPA- KVL ROAD MAINTENANCE	15,638.11	307,946.47	.00	(307,946.47)	.0
19-05-6360-01 SOA ARPA KVL CITY BLDG RENOVAT	.00	206,987.50	.00	(206,987.50)	.0
19-05-6360-02 SOA ARPA NAB BLDG HEAT SYSTEM	.00	154,800.00	.00	(154,800.00)	.0
19-05-6360-03 SOA ARPA BKL ROCK REVETMENT	.00	3,899.78	.00	(3,899.78)	.0
TOTAL DEPARTMENT 05	15,638.11	673,633.75	.00	(673,633.75)	.0
<u>DEPARTMENT 06</u>					
19-06-6350-01 LATCF KVL EQUIPMENT	.00	309,998.44	.00	(309,998.44)	.0
19-06-6350-02 LATCF NAB TRUCK	.00	66,303.78	.00	(66,303.78)	.0
TOTAL DEPARTMENT 06	.00	376,302.22	.00	(376,302.22)	.0
TOTAL FUND EXPENDITURES	29,128.58	1,164,800.76	100,000.00	(1,064,800.76)	1164.8
NET REVENUE OVER EXPENDITURES	(28,559.63)	(1,164,207.67)	(100,000.00)	1,064,207.67	(1164.8)

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

DEBT SERVICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>						
20-00-4015-00	STATE DEED REIMBURSEMENT	.00	638,662.50	.00	(638,662.50)	.0
20-00-4903-00	TRANSFER FROM GENERAL FUND PRO	26,875.00	908,962.50	.00	(908,962.50)	.0
TOTAL SOURCE 00		26,875.00	1,547,625.00	.00	(1,547,625.00)	.0
TOTAL FUND REVENUE		26,875.00	1,547,625.00	.00	(1,547,625.00)	.0

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
20-00-6900-00 DEBT PAYMENTS - PRIN	.00	2,453,125.00	.00	(2,453,125.00)	.0
20-00-8900-00 DEBT PAYMENTS - INT	26,875.00	775,500.00	.00	(775,500.00)	.0
TOTAL DEPARTMENT 00	26,875.00	3,228,625.00	.00	(3,228,625.00)	.0
TOTAL FUND EXPENDITURES	26,875.00	3,228,625.00	.00	(3,228,625.00)	.0
NET REVENUE OVER EXPENDITURES	.00	(1,681,000.00)	.00	1,681,000.00	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

PUBLIC SAFETY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION & FINANCE</u>						
30-03-7300-00	SEARCH & RESCUE EXPENSES	.00	5,736.36	.00	(5,736.36)	.0
	TOTAL ADMINISTRATION & FINANCE	.00	5,736.36	.00	(5,736.36)	.0
	TOTAL FUND EXPENDITURES	.00	5,736.36	.00	(5,736.36)	.0
	NET REVENUE OVER EXPENDITURES	.00	(5,736.36)	.00	5,736.36	.0

NORTHWEST ARCTIC BOROUGH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
32-00-4100-00 REVENUE	.00	18,889.00	.00	(18,889.00)	.0
TOTAL SOURCE 00	.00	18,889.00	.00	(18,889.00)	.0
<u>SOURCE 04</u>					
32-04-4100-00 REVENUE NOATAK SOLAR	.00	525,372.17	.00	(525,372.17)	.0
TOTAL SOURCE 04	.00	525,372.17	.00	(525,372.17)	.0
<u>SOURCE 06</u>					
32-06-4000-00 REVENUE	55,799.11	55,799.11	.00	(55,799.11)	.0
TOTAL SOURCE 06	55,799.11	55,799.11	.00	(55,799.11)	.0
<u>SOURCE 07</u>					
32-07-4000-00 REVENUE AEA GRANT	(21,469.25)	(21,469.25)	.00	21,469.25	.0
TOTAL SOURCE 07	(21,469.25)	(21,469.25)	.00	21,469.25	.0
<u>SOURCE 08</u>					
32-08-4000-00 WLK REPP GRANT REVENUE	(260.39)	(260.39)	.00	260.39	.0
TOTAL SOURCE 08	(260.39)	(260.39)	.00	260.39	.0
<u>SOURCE 09</u>					
32-09-4000-00 REVENUE SOA \$1.5M GRANT	.00	104,238.76	.00	(104,238.76)	.0
TOTAL SOURCE 09	.00	104,238.76	.00	(104,238.76)	.0
TOTAL FUND REVENUE	34,069.47	682,569.40	.00	(682,569.40)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
32-00-6400-00 CONSULTANTS	.00	43,657.19	.00	(43,657.19)	.0
TOTAL DEPARTMENT 00	.00	43,657.19	.00	(43,657.19)	.0
<u>ICE ROAD</u>					
32-02-6000-00 SALARIES	.00	840.00	.00	(840.00)	.0
32-02-6110-00 FICA	.00	19.62	.00	(19.62)	.0
32-02-6125-00 PERS	.00	158.40	.00	(158.40)	.0
32-02-6400-01 ICE ROAD TESTING	.00	667.98	.00	(667.98)	.0
32-02-6400-02 ICE ROAD MOA - OTZ	39,573.94	39,573.94	.00	(39,573.94)	.0
32-02-6400-04 ICE ROAD MOA - IAN	3,075.00	3,075.00	.00	(3,075.00)	.0
TOTAL ICE ROAD	42,648.94	44,334.94	.00	(44,334.94)	.0
<u>SOA \$2M LEGISLATIVE GRANT</u>					
32-03-6400-01 CONSULTANTS- KVL BUS BARN	.00	257,999.96	.00	(257,999.96)	.0
32-03-6400-02 CONSULTANTS- BKL HVAC	.00	761,798.25	.00	(761,798.25)	.0
TOTAL SOA \$2M LEGISLATIVE GRANT	.00	1,019,798.21	.00	(1,019,798.21)	.0
<u>NOATAK SOLAR ARRAY GRANT</u>					
32-04-6000-00 SALARIES	118.75	3,074.31	.00	(3,074.31)	.0
32-04-6110-00 FICA	1.69	44.25	.00	(44.25)	.0
32-04-6111-00 SOA ESC	.04	2.09	.00	(2.09)	.0
32-04-6125-00 PERS	26.13	676.36	.00	(676.36)	.0
32-04-6210-00 AIR TRANSPORTATION	.00	1,087.65	.00	(1,087.65)	.0
32-04-6400-00 CONSULTANTS	.00	761,499.23	.00	(761,499.23)	.0
TOTAL NOATAK SOLAR ARRAY GRANT	146.61	766,383.89	.00	(766,383.89)	.0
<u>DEPARTMENT 06</u>					
32-06-6300-00 SUPPLIES	.00	20,752.40	.00	(20,752.40)	.0
32-06-6310-00 FREIGHT	.00	2,322.37	.00	(2,322.37)	.0
32-06-6400-01 ABL AIRPORT	.00	18,467.47	.00	(18,467.47)	.0
32-06-6400-08 WTK AIRPORT	.00	7,706.00	.00	(7,706.00)	.0
32-06-6400-11 SHG AIRPORT	.00	17,992.81	.00	(17,992.81)	.0
TOTAL DEPARTMENT 06	.00	67,241.05	.00	(67,241.05)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 07</u>					
32-07-6000-00 SALARIES - AEA GRANT	(14,714.18)	(6,277.31)	.00	6,277.31	.0
32-07-6110-00 FICA	(211.61)	(90.31)	.00	90.31	.0
32-07-6111-00 SOA ESC	(21.93)	(18.08)	.00	18.08	.0
32-07-6125-00 PERS	(3,237.11)	(1,381.01)	.00	1,381.01	.0
32-07-6210-00 AIR TRANSPORTATION	(396.00)	(396.00)	.00	396.00	.0
32-07-6400-00 CONSULTANTS	(283,803.01)	(13,306.54)	.00	13,306.54	.0
TOTAL DEPARTMENT 07	(302,383.84)	(21,469.25)	.00	21,469.25	.0
<u>DEPARTMENT 08</u>					
32-08-6000-00 SALARIES - WLK REPP GRANT	(34,245.79)	(210.97)	.00	210.97	.0
32-08-6110-00 FICA	(495.97)	(3.00)	.00	3.00	.0
32-08-6111-00 SOA ESC	90.82	510.67	.00	(510.67)	.0
32-08-6120-00 WORKER'S COMP	(742.96)	(510.67)	.00	510.67	.0
32-08-6125-00 PERS	(7,534.09)	(46.42)	.00	46.42	.0
32-08-6210-00 AIR TRANSPORTATION	(376.84)	565.55	.00	(565.55)	.0
32-08-6230-00 LODGING	(779.52)	.00	.00	.00	.0
32-08-6400-00 CONSULTANTS	(18,756.25)	.00	.00	.00	.0
TOTAL DEPARTMENT 08	(62,840.60)	305.16	.00	(305.16)	.0
<u>DEPARTMENT 09</u>					
32-09-6000-00 SALARIES - SOA \$1.5M GRANT	13,699.54	154,269.71	.00	(154,269.71)	.0
32-09-6110-00 FICA	198.65	3,849.33	.00	(3,849.33)	.0
32-09-6111-00 SOA ESC	120.43	2,007.24	.00	(2,007.24)	.0
32-09-6115-00 MEDICAL	.00	7,793.68	.00	(7,793.68)	.0
32-09-6120-00 WORKER'S COMP	78.05	762.23	.00	(762.23)	.0
32-09-6125-00 PERS	3,013.90	31,598.55	.00	(31,598.55)	.0
32-09-6210-00 AIR TRANSPORTATION	.00	10,078.13	.00	(10,078.13)	.0
32-09-6250-00 PER DIEM	1,188.00	4,158.00	.00	(4,158.00)	.0
32-09-6300-00 SUPPLIES	9,681.69	41,674.29	.00	(41,674.29)	.0
32-09-6350-00 EQUIPMENT	.00	1,200.00	.00	(1,200.00)	.0
32-09-6400-00 CONSULTANTS	.00	114,703.56	.00	(114,703.56)	.0
TOTAL DEPARTMENT 09	27,980.26	372,094.72	.00	(372,094.72)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 10</u>					
32-10-6000-00 SALARIES	.00	907.61	18,014.00	17,106.39	5.0
32-10-6110-00 FICA	.00	13.08	.00	(13.08)	.0
32-10-6125-00 PERS	.00	199.68	.00	(199.68)	.0
32-10-6300-00 SUPPLIES	.00	.00	40,000.00	40,000.00	.0
32-10-6310-00 FREIGHT	.00	.00	4,000.00	4,000.00	.0
32-10-6345-00 IT SERVICES	1,955.00	6,893.00	48,000.00	41,107.00	14.4
32-10-6350-00 EQUIPMENT	.00	96,684.00	.00	(96,684.00)	.0
32-10-6351-00 OTHER	.00	.00	9,200.00	9,200.00	.0
32-10-6400-00 CONSULTANTS	.00	17,016.00	.00	(17,016.00)	.0
32-10-8000-00 INDIRECT	.00	.00	11,921.00	11,921.00	.0
TOTAL DEPARTMENT 10	1,955.00	121,713.37	131,135.00	9,421.63	92.8
TOTAL FUND EXPENDITURES	(292,493.63)	2,414,059.28	131,135.00	(2,282,924.28)	1840.9
NET REVENUE OVER EXPENDITURES	326,563.10	(1,731,489.88)	(131,135.00)	1,600,354.88	(1320.

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

SULIANICH ART'S CENTER

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
40-00-4100-00 REVENUE	18,530.18	251,108.72	.00	(251,108.72)	.0
TOTAL SOURCE 00	18,530.18	251,108.72	.00	(251,108.72)	.0
TOTAL FUND REVENUE	18,530.18	251,108.72	.00	(251,108.72)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

SULIANICH ART'S CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40-00-6300-00 SUPPLIES	66.06	2,487.87	5,500.00	3,012.13	45.2
40-00-6330-00 UTILITIES	443.62	12,672.48	23,000.00	10,327.52	55.1
40-00-6390-00 BANK FEES	4,000.00	4,144.00	.00	(4,144.00)	.0
40-00-7800-00 ART PURCHASES	30,680.40	213,791.28	500,000.00	286,208.72	42.8
TOTAL DEPARTMENT 00	35,190.08	233,095.63	528,500.00	295,404.37	44.1
TOTAL FUND EXPENDITURES	35,190.08	233,095.63	528,500.00	295,404.37	44.1
NET REVENUE OVER EXPENDITURES	(16,659.90)	18,013.09	(528,500.00)	(546,513.09)	3.4

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

VPSO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
45-00-4200-00 STATE GRANT REVENUE	.00	1,144,861.01	.00	(1,144,861.01)	.0
TOTAL SOURCE 00	.00	1,144,861.01	.00	(1,144,861.01)	.0
TOTAL FUND REVENUE	.00	1,144,861.01	.00	(1,144,861.01)	.0

NORTHWEST ARCTIC BOROUGH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING MAY 31, 2024

VPSO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VPSO</u>					
45-00-6000-00 SALARIES	54,084.52	450,889.53	1,150,947.00	700,057.47	39.2
45-00-6110-00 FICA	778.47	6,858.85	.00	(6,858.85)	.0
45-00-6111-00 SOA ESC	553.71	5,021.40	.00	(5,021.40)	.0
45-00-6115-00 MEDICAL	.00	38,052.31	.00	(38,052.31)	.0
45-00-6120-00 WORKER'S COMP	416.46	3,471.84	.00	(3,471.84)	.0
45-00-6125-00 PERS	11,898.60	99,195.67	.00	(99,195.67)	.0
45-00-6210-00 TRAVEL	41,915.00	179,542.82	243,876.00	64,333.18	73.6
45-00-6300-00 SUPPLIES	144,837.43	646,019.76	362,600.00	(283,419.76)	178.2
45-00-6400-00 CONSULTANTS	725.00	2,405.08	25,080.00	22,674.92	9.6
45-00-8000-00 INDIRECT	.00	104,078.28	151,965.00	47,886.72	68.5
TOTAL VPSO	255,209.19	1,535,535.54	1,934,468.00	398,932.46	79.4
<u>DEPARTMENT 02</u>					
45-02-6300-00 SUPPLIES	.00	74,802.06	.00	(74,802.06)	.0
45-02-6400-00 CONSULTANTS - ORV CIP	.00	197,859.00	.00	(197,859.00)	.0
TOTAL DEPARTMENT 02	.00	272,661.06	.00	(272,661.06)	.0
TOTAL FUND EXPENDITURES	255,209.19	1,808,196.60	1,934,468.00	126,271.40	93.5
NET REVENUE OVER EXPENDITURES	(255,209.19)	(663,335.59)	(1,934,468.00)	(1,271,132.41)	(34.3)

NORTHWEST ARCTIC BOROUGH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

SHUNGNAK/OBU IPP FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
70-00-4100-00 REVENUE	39,875.68	39,875.68	.00	(39,875.68)	.0
TOTAL SOURCE 00	39,875.68	39,875.68	.00	(39,875.68)	.0
TOTAL FUND REVENUE	39,875.68	39,875.68	.00	(39,875.68)	.0

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

SHUNGNAK/OBU IPP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
70-00-6210-00 TRANSPORTATION	420.00	420.00	.00	(420.00)	.0
70-00-6330-00 UTILITIES	23,994.34	23,994.34	.00	(23,994.34)	.0
TOTAL DEPARTMENT 00	24,414.34	24,414.34	.00	(24,414.34)	.0
TOTAL FUND EXPENDITURES	24,414.34	24,414.34	.00	(24,414.34)	.0
NET REVENUE OVER EXPENDITURES	15,461.34	15,461.34	.00	(15,461.34)	.0

NORTHWEST ARCTIC BOROUGH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 11 MONTHS ENDING MAY 31, 2024

NOATAK IPP FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
71-00-6330-00 UTILITIES	941.57	941.57	.00	(941.57)	.0
TOTAL DEPARTMENT 00	941.57	941.57	.00	(941.57)	.0
TOTAL FUND EXPENDITURES	941.57	941.57	.00	(941.57)	.0
NET REVENUE OVER EXPENDITURES	(941.57)	(941.57)	.00	941.57	.0

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
*			04/30/2024 (04/24) Balance	.00	.00	106,683.07
05/02/2024*	AP	13.0001	BUCKLAND NATIVE STORE	473.24	.00	107,156.31
05/02/2024*	AP	36.0001	MILES CLEVELAND	75.00	.00	107,231.31
05/02/2024*	AP	47.0001	NATIVE VILLAGE OF NOATAK	500.00	.00	107,731.31
05/02/2024*	AP	109.0001	HELEN LOON	75.00	.00	107,806.31
05/02/2024*	AP	117.0001	MERLE SNYDER	75.00	.00	107,881.31
05/02/2024*	AP	123.0001	RICHARD GOODRO	75.00	.00	107,956.31
05/02/2024*	AP	124.0001	LARISSA KAISER	75.00	.00	108,031.31
05/02/2024*	AP	131.0001	TYRA COFFIN-NAZURUK	75.00	.00	108,106.31
05/02/2024*	AP	136.0001	WAYNE CLEVELAND	75.00	.00	108,181.31
05/02/2024*	AP	139.0001	FREDRICK BERRY	75.00	.00	108,256.31
05/02/2024*	AP	147.0001	FRED SUN	300.00	.00	108,556.31
05/02/2024*	AP	148.0001	JACK REED	75.00	.00	108,631.31
05/07/2024*	AP	41.0001	DOUGLAS FIELDS	75.00	.00	108,706.31
05/07/2024*	AP	79.0001	DELBERT WARD	300.00	.00	109,006.31
05/07/2024*	AP	99.0001	MARY DOUGLAS	75.00	.00	109,081.31
05/07/2024*	AP	100.0001	IRMA MITCHELL	75.00	.00	109,156.31
05/07/2024*	AP	113.0001	CARLOS HAWLEY	75.00	.00	109,231.31
05/07/2024*	AP	120.0001	CYRUS HARRIS	75.00	.00	109,306.31
05/07/2024*	AP	122.0001	JOSEPHINE THOMAS	75.00	.00	109,381.31
05/07/2024*	AP	126.0001	NELLIE WESLEY	75.00	.00	109,456.31
05/07/2024*	AP	127.0001	HANNAH COFFIN	75.00	.00	109,531.31

Amount type: Actual
 Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
05/07/2024*	AP	135.0001	HERBERT WALTON	75.00	.00	109,606.31
05/07/2024*	AP	140.0001	NELLIE SHELDON	75.00	.00	109,681.31
05/07/2024*	AP	149.0001	AMY CURTIS	75.00	.00	109,756.31
05/07/2024*	AP	150.0001	Teddy Reed	75.00	.00	109,831.31
05/07/2024*	AP	151.0001	IRIQTAAQ HAILSTONE	75.00	.00	109,906.31
05/09/2024*	AP	194.0001	ALVIN ASHBY	75.00	.00	109,981.31
05/09/2024*	AP	216.0001	ENOCH SHEIDT	75.00	.00	110,056.31
05/09/2024*	AP	232.0001	ALICE MOTO	75.00	.00	110,131.31
05/09/2024*	AP	237.0001	INA RALSTON	75.00	.00	110,206.31
05/09/2024*	AP	238.0001	ELLA LEAVITT	75.00	.00	110,281.31
05/09/2024*	AP	253.0001	BESSIE BARGER	75.00	.00	110,356.31
05/09/2024*	AP	260.0001	DONITA JONES	75.00	.00	110,431.31
05/09/2024*	AP	273.0001	ROBERT HARRIS	75.00	.00	110,506.31
05/09/2024*	AP	274.0001	CLARENCE SNYDER SR	75.00	.00	110,581.31
05/09/2024*	AP	275.0001	ANTHONY TICKETT	75.00	.00	110,656.31
05/09/2024*	AP	277.0001	KIMBERLY BALDWIN	75.00	.00	110,731.31
05/09/2024*	AP	278.0001	KIMBERLY BALDWIN	75.00	.00	110,806.31
05/09/2024*	AP	279.0001	KIMBERLY BALDWIN	75.00	.00	110,881.31
05/09/2024*	AP	280.0001	KIMBERLY BALDWIN	75.00	.00	110,956.31
05/09/2024*	AP	283.0001	THOMAS SOURS	75.00	.00	111,031.31
05/09/2024*	AP	288.0001	AMIL CARTER, SR.	75.00	.00	111,106.31
05/09/2024*	AP	293.0001	AGNES SAGE	75.00	.00	111,181.31

Amount type: Actual

Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
05/09/2024*	AP	294.0001	MARTIN CLEVELAND	75.00	.00	111,256.31
05/09/2024*	AP	296.0001	LENA KOENIG	300.00	.00	111,556.31
05/09/2024*	AP	299.0001	CHELSEA ADAMS	75.00	.00	111,631.31
05/09/2024*	AP	300.0001	LOUISA HAWLEY	75.00	.00	111,706.31
05/14/2024*	AP	195.0001	LESLIE BURNS	300.00	.00	112,006.31
05/14/2024*	AP	255.0001	GERALD GREIST	75.00	.00	112,081.31
05/14/2024*	AP	269.0001	MARY ANN WILSON	75.00	.00	112,156.31
05/14/2024*	AP	281.0001	GUS NELSON SR	75.00	.00	112,231.31
05/14/2024*	AP	284.0001	JOSIE HENSLEY	75.00	.00	112,306.31
05/14/2024*	AP	287.0001	SUSIE BALLOT	300.00	.00	112,606.31
05/14/2024*	AP	302.0001	DAVID MONROE	75.00	.00	112,681.31
05/16/2024*	AP	256.0001	RYAN AIR	13,600.00	.00	126,281.31
05/16/2024*	AP	304.0001	ELVIS THOMAS	75.00	.00	126,356.31
05/21/2024*	AP	323.0001	BERING AIR	280.50	.00	126,636.81
05/21/2024*	AP	331.0001	FRANK DOWNEY	75.00	.00	126,711.81
05/21/2024*	AP	335.0001	LULA SHELDON	75.00	.00	126,786.81
05/21/2024*	AP	338.0001	ROY WILLOCK	75.00	.00	126,861.81
05/21/2024*	AP	342.0001	POLLY DOWNEY	75.00	.00	126,936.81
05/21/2024*	AP	343.0001	MICHAEL BROWN	75.00	.00	127,011.81
05/23/2024*	AP	357.0001	HENDY BALLOT	300.00	.00	127,311.81
05/23/2024*	AP	358.0001	JIMMY EVAK	75.00	.00	127,386.81
05/23/2024*	AP	361.0001	BERING AIR	42.00	.00	127,428.81

Amount type: Actual
 Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
05/23/2024*	AP	370.0001	JANE CLEVELAND	75.00	.00	127,503.81
05/23/2024*	AP	372.0001	MINA GREIST	75.00	.00	127,578.81
05/23/2024*	AP	377.0001	ISABELLE WESLEY	75.00	.00	127,653.81
05/23/2024*	AP	379.0001	MARGARET NELSON	300.00	.00	127,953.81
05/23/2024*	AP	380.0001	RENEE COOK	75.00	.00	128,028.81
05/23/2024*	AP	381.0001	MARY K WILLIAMS	75.00	.00	128,103.81
05/23/2024*	AP	382.0001	POLLY COMMACK	75.00	.00	128,178.81
05/23/2024*	AP	383.0001	NEAL SHELDON	75.00	.00	128,253.81
05/23/2024*	AP	388.0001	AUGUSTINA SHANNON	75.00	.00	128,328.81
05/23/2024*	AP	389.0001	LEO SHELDON	75.00	.00	128,403.81
05/23/2024*	AP	390.0001	LYDIA HENRY	300.00	.00	128,703.81
05/23/2024*	AP	391.0001	FLORA CARTER	75.00	.00	128,778.81
05/23/2024*	AP	392.0001	SONYA PIRTLE	75.00	.00	128,853.81
05/23/2024*	AP	393.0001	SONYA PIRTLE	300.00	.00	129,153.81
05/23/2024*	AP	394.0001	BEULAH TICKET	75.00	.00	129,228.81
05/24/2024*	AP	378.0001	ETHEL BALLOT	75.00	.00	129,303.81
05/24/2024*	AP	384.0001	ALICE MELTON-BARR	75.00	.00	129,378.81
05/24/2024*	AP	386.0001	CLARENCE THOMAS	75.00	.00	129,453.81
05/24/2024*	AP	387.0001	TONI RAE JOHNSON	75.00	.00	129,528.81
05/28/2024*	AP	405.0001	JULIA STALKER	75.00	.00	129,603.81
05/28/2024*	AP	408.0001	DOROTHY BROWN	75.00	.00	129,678.81
05/28/2024*	AP	409.0001	TOMMY REED	75.00	.00	129,753.81

Amount type: Actual

Display: Reference detail

Date	Journal	Reference	Description	Debit Amount	Credit Amount	Balance
05/28/2024*	AP	410.0001	BEULAH TICKET	75.00	.00	129,828.81
05/30/2024*	AP	421.0001	LEE BALLOT SR	75.00	.00	129,903.81
05/30/2024*	AP	429.0001	CARLOS HAWLEY	75.00	.00	129,978.81
05/30/2024*	AP	430.0001	SOPHIE FOSTER	75.00	.00	130,053.81
05/30/2024*	AP	434.0001	HENRY DOUGLAS	75.00	.00	130,128.81
05/30/2024*	AP	436.0001	ROSE WOOD	75.00	.00	130,203.81
05/30/2024*	AP	437.0001	MARTIN CLEVELAND	75.00	.00	130,278.81
05/30/2024*	AP	438.0001	MYRA DOWNEY	75.00	.00	130,353.81
05/30/2024*	AP	441.0001	LEON TOOMER	75.00	.00	130,428.81
05/30/2024*	AP	442.0001	MARILYN EVANS	75.00	.00	130,503.81
05/30/2024*	AP	443.0001	RAY SHELDON	75.00	.00	130,578.81
05/31/2024	JE	1.0015	3CC AC SHG EASTER	376.14	.00	130,954.95
05/31/2024	JE	2.0052	4CC ASAP CUSTOM SHIRTS JNES BALL	1,514.10	.00	132,469.05
*			05/31/2024 (05/24) Period Totals ***	25,785.98	.00	132,469.05

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
ORDINANCE 24-08**

**AN ORDINANCE OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY PROVIDING FOR ESTABLISHING
AND ADOPTION OF THE LINE-ITEM BUDGET FOR THE
FY25 VILLAGE IMPROVEMENT FUND.**

WHEREAS: on April 25, 2017, the Borough approved execution of a Payment in Lieu of Taxes (PILT) Agreement and a Memorandum of Commitment (MOC) Agreement with Teck Alaska; and

WHEREAS: the MOC Agreement and Chapter 11.08 of the Borough Code established a separate Village Improvement Fund (VIF) dedicated for Borough village improvements, services, and capital projects; and

WHEREAS: the MOC Agreement and Chapter 11.08 of the Borough Code also established the Village Improvement Commission (VIC) as an advisory body to identify village service and capital improvement needs, plan and implement capital improvement and public service programs, and oversee investment of the VIF; and

WHEREAS: the VIC is also responsible for presenting an annual project and service funding request budget to the Borough Administration; and

WHEREAS: upon recommendation from the VIC, this ordinance will establish the FY25 line-item budget for the Village Improvement Fund.

NOW THEREFORE BE IT ENACTED: the Northwest Arctic Borough Assembly hereby adopts the FY25 line-item budget for the Village Improvement Fund.

PASSED AND ADOPTED THIS ____ DAY OF _____ 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS ____ DAY OF _____ 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS ____ DAY OF _____ 2024.

Stella Atoruk, Borough Clerk

ATTEST:

First Reading: _____

Second Reading: _____

**Northwest Arctic Borough
Village Improvement Fund
Budget Ordinance 24-____
June 30, 2025**

02-00 Village Improvement Fund

Account #	REVENUE	Proposed FY25	Approved FY24 Budget	\$ Variance Favorable/ (Unfavorable)	% Variance Favorable/ (Unfavorable)
4000	VIF Revenue	\$ 4,000,000	\$ 4,000,000	\$ -	0%
4550	Investment Income - available for operations		\$ 300,000	\$ (300,000)	-100%
TOTAL REVENUE		\$ 4,000,000	\$ 4,300,000	\$ (300,000)	-7%

Account #	OPERATIONAL EXPENSES	Proposed FY25 Budget	Approved FY24 Budget	\$ Variance Favorable/ (Unfavorable)	% Variance Favorable/ (Unfavorable)
6000	WAGES - VIF	\$ 120,490	\$ 159,417	\$ 38,927	24%
6110	FICA	\$ 2,364	\$ 5,372	\$ 3,008	56%
6111	ESC (Unemployment insurance)	\$ 3,004	\$ 3,004	\$ -	0%
6115	MEDICAL	\$ 33,600	\$ 27,075	\$ (6,525)	-24%
6130	PERS	\$ 35,867	\$ 35,072	\$ (795)	-2%
6210	AIR TRANSPORTATION	\$ 28,039	\$ 39,000	\$ 10,961	28%
6220	GROUND TRANSPORTATION	\$ 3,000	\$ 3,000	\$ -	0%
6230	LODGING	\$ 21,920	\$ 32,000	\$ 10,080	32%
6240	MEETING FEES	\$ 39,000	\$ 38,000	\$ (1,000)	-3%
6250	PER DIEM	\$ 19,060	\$ 21,000	\$ 1,940	9%
6300	SUPPLIES	\$ 25,000	\$ 26,000	\$ 1,000	4%
6320	PRINTING & PUBLICATIONS	\$ 7,500	\$ 7,500	\$ -	0%
6400	CONSULTANTS	\$ 30,000	\$ 30,000	\$ -	0%
6450	LEGAL	\$ 25,000	\$ 25,000	\$ -	0%
6460	ACCOUNTING/AUDITING	\$ 10,000	\$ 12,000	\$ 2,000	17%
Total Operational Expenditures		\$ 403,844	\$ 463,439	\$ 59,596	13%

Account #	OTHER APPROPRIATIONS	Proposed FY25 Budget	Approved FY24 Budget	\$ Variance Favorable/ (Unfavorable)	% Variance Favorable/ (Unfavorable)
VARIOUS	VILLAGE ACCOUNTS		\$ 2,636,561	\$ 2,636,561	100%
9002	SUSTAINABILITY FUND	\$ 1,200,000	\$ 1,200,000	\$ -	0%
Total Other Appropriations		\$ 1,200,000	\$ 3,836,561	\$ 2,636,561	69%
TOTAL EXPENDITURES		\$ 1,603,844	\$ 4,300,000	\$ 2,696,156	63%
Excess (Deficiency) of revenue over expenditures		\$ 2,396,156	\$ -	\$ 2,396,156	#DIV/0!

**Northwest Arctic Borough
Village Improvement Fund
Budget Ordinance 24-____
June 30, 2025**

The following summarizes the FY25 proposed budget:

Village Improvement Fund Revenue:

Revenue is budgeted at \$4,000,000 for fiscal year 2025. Please note, given the production climate, the VIF should anticipate a minimum payment. The budget can be adjusted after Teck's annual audit.

*A special note: the revenue received under the signed Memorandum of Commitment (MOC) is based on Teck Alaska Incorporated's Earning Before Income Taxes (TAI EBIT). TAI's fiscal year ends December 31. The EBIT value is finalized upon completion of their annual audit, which usually happens every March/April. Therefore, revenue each year will be budgeted at \$4,000,000 which is the **minimum payment** required under the MOC. The revenue will be adjusted every March/April based on the final EBIT value reported on TAI's audited financial statements.*

Investment income - available for operations is budgeted at

Village Improvement Fund Expenditures:

Wages - VIF is budgeted at \$120,490 a decrease of \$38,927 with the removal of 2 positions within the department.

Fringe is budgeted at decrease removing the administrator position and a decrease in medical costs anticipated.

Air Transportation is decreased by \$10,961 by changing the number of meetings a year to 4 and decreasing the amount of travel for staff.

Lodging is decreased by \$10,080 with anticipated changes in meetings and staff.

Meeting Fees is increased by \$1,000 to match FY24 actuals.

Per diem is decreased by \$1,940 with anticipated changes in meetings and staff.

Supplies is decreased by \$1,000 to match FY24 totals.

**Northwest Arctic Borough
Village Improvement Fund
Budget Ordinance 24-____
June 30, 2025**

The following summarizes the FY25 proposed budget con't:

Accounting is decreased by \$2,000 to match FY24 totals.

Village Accounts is budgeted at

Sustainability Fund is budgeted at \$1,200,000. Consistent with prior year. The VIF program was created as a result of the Borough's efforts in PILT (Payment in Lieu of Taxes) negotiations. The agreement has a clearly defined end date (2026) with the option to extend another five years.

The goal of this line item is to invest funds so that the VIF program can attempt to operate after the expiration of that agreement. The funds are invested in government grade investments that are diversified to hedge against risk.

Meeting	Location	# Attendees	# Trip	# Days	Airfare/trip
Regular Quarterly Meetings					
Upriver VIC Members	Kotzebue	3	4	2	\$ 531
Closer Village VIC Members	Kotzebue	7	4	2	\$ 342
Kotzebue VIC Member	Kotzebue	1	4	2	\$ -
Village Meeting Meeting Fee					
All Villages	11	22	1	4	
VIF Staff Travel					
Capital Projects Manager	Upriver	1	3	3	\$ 531
Capital Projects Manager	Closer Villages	1	7	3	\$ 342
Administrator	Upriver	1		2	\$ 531
Administrator	Closer Villages	1		2	\$ 342

TOTAL

Adjustments

UPDATED TOTAL

			\$99		
	7012	7014	7013	7015	
Lodging rate	Transportation	Lodging	Per Diem	Meeting Fees	Total
\$ 229	6,372	2,748	\$ 2,376	\$ 9,000	20,496
\$ 229	9,576	6,412	\$ 5,544	\$ 21,000	42,532
\$ -	-	-	\$ -	\$ 2,000	2,000
				\$ 22,000	22,000
\$ 100	1,593	600	\$ 891	0	3,084
\$ 100	2,394	1,400	\$ 2,079	\$ -	5,873
\$ 100	-	-	\$ -	\$ -	-
\$ 100	-	-	\$ -	\$ -	-
	\$ 19,935	\$ 11,160	\$ 10,890	\$ 54,000	\$ 95,985
	\$ 8,104	\$ 10,760	\$ 8,170	\$ (15,000)	\$ 12,034
	\$ 28,039	\$ 21,920	\$ 19,060	\$ 39,000	\$ 108,019

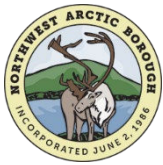
1 Ambler	Upriver
2 Shungnak/Kobuk	Upriver
1 Noorvik/Kiana	Closer Villages
2 Noatak/Kivalina	Closer Villages
3 Buckland/Deering	Closer Villages
4 Selawik	Closer Villages

		FT	1950			39,500
			103%		7.65%	
					1.45%	3.83%
Department	Position	FY25	FY24	Difference	Fica	ESC
VIF	VIF CAPITAL PROJECTS MANAGER	\$120,490	\$124,105	\$3,615	\$1,800	\$1,513
VIF	VIF ADMINISTRATOR		\$0	\$0	\$0	\$0
VIF	VIF Grant Writer		\$38,927	\$38,927	\$564	\$1,491
		\$120,490	\$163,032	\$42,542	\$2,364	\$3,004

21660

Position	FY21	FY22	Difference
VIF CAPITAL PROJECTS MANAGER	\$120,490	\$124,105	(\$3,615)
VIF ADMINISTRATOR	\$73,827	\$0	\$73,827
OVERTIME FOR THE DEPARTMENT	\$6,173	\$0	\$6,173
GRANT WRITER (50% VIF & 50% GF)	\$ -	\$ 38,927	\$ (38,927)
	\$200,490	\$163,032	\$37,458

22.00%	0.77%	\$2,800	
Pers	W/C	Medical	Total Loaded
\$27,303	\$956	\$33,600	\$189,276
\$0	\$0		\$0
\$8,564	\$300		\$49,846
\$35,867	\$1,255	\$33,600	\$239,122



Northwest Arctic Borough

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

DATE: June 13, 2024
TO: Dickie Moto, Mayor
FROM: Fritz Westlake, Director of Community & Economic Development

ASSEMBLY DEPARTMENT REPORT 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.

DAILY OPERATIONS REPORT BY PROGRAM:

FRANK R. FERGUSON MEMORIAL SCHOLARSHIP PROGRAM – Erin Stephens

SMALL BUSINESS GRANT PROGRAM – Erin Stephens

C&ED COORDINATOR REPORT – Hannah Sheldon

C&ED

- Worked with SEF Piguqtuq to get supplies for conference.
- Public Notices posted for both Fishing grant and Lemonade Day.
- Opened the Subsistence Fishing grant application period.
- Subsistence fishing net orders were placed through vendors for applicants.
- Meeting with Lemonade Day Corp.
- Small Business Applicant purchases were made.
- Assisted front desk with travel arrangements for borough.
- Worked with Alpar Alaska for Village Spring clean up program.
- Worked on getting information out to EVA Harvey for Teck Report.
- Prepared and attended VIC Special Meeting.
- Process of making and purchasing merchandise order with CED/NAB logos.

SULIANICH

- Supplies purchased.
- Training of employee for coverage.

Volunteer Work

- Started and coordinated Kotzebue's first Summer Saturday Market @ATC.

GRANTS ADMINISTRATORS REPORT – Erin Stephens

VIF PROJECT MANAGER REPORT – Hiram Walker

Ambler:

- No projects for this quarter (5-31-2024)

Buckland:

- The rock revetment is not in progress currently. There is no access to gravel. This is being worked on.
- Nov. 14th 2023, VIF will be holding on to Erosion Control funding until project is complete. The NANA gravel pit is not open..
- The Rock revetment project has one lot next to river that will need authorization to go on to make project possible. I am working with NANA on gravel pit issues for the project. (January 2024)
- The Rock revetment project on hold for land issues and revetment material issues with the gravel pit. (March 7, 2024)
- The Rock revetment project is on hold for land issues and revetment material issues with the gravel pit. (May 31-2024)

Deering:

- Ipnatchiaq Electric Ph. 4 Pole riser project has drawn down there funding for this project. (March 7, 2024)
- The contractor for Ipnatchiaq Electric, Ph. 4 has ordered all the parts for the upcoming project. (April 2024)
- Ipnatchiaq Electric Ph. 4 will be on hold tell the first barge gets to Deering. (May 31-2024)

Kiana:

- Kiana Manganese removal project will continue the next construction season.
- Kiana Community building close out. .
- 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
- Nov. 16th 2023, Contractor is doing construction on the Opt-In building.
- Cit Manganese filer system project will continue summer of 2024. (Jan. 2024)
- City Manganese filter system project will continue this summer 2024 (March 7, 2024)
- City of Kiana community building water and sewer funding is being used for reimbursement to ANTHC for water and sewer work. This project will be closing out after final report is turned in. (April 2024)
- Making arrangements to get reimbursement of funds for water and sewer to community building that was put in last summer. (May 31 2024)
- The city Manganese filter system will continue construction this summer. (May 31-2024)

Kivalina:

- Nov. 16th 2023, working with the Kivalina IRA on Wellness program agreement.
- Dec. 06-2023, received Wellness program agreement and working on funding draw down for Kivalina IRA.

- Funds for the Kivalina IRA wellness program have been drawing down. I will start receiving reports from the wellness program at the end of February. (Jan. 2024)
- I am waiting for a progress and financial report for the IRA on this program. (March 7, 2024)
- Worked with the Kivalina IRA Program manager on wellness program reporting to VIF staff. (April 2024)
- The Kivalina IRA wellness program continues to open the doors for young adults and children. (May 31-2024)

Kobuk:

- Nov. 16th, 2023, Buildings have been delivered and are being constructed. The city has not sent in a report on any of the projects for this month.
- Nov. 16th, 2023, The city of Kobuk Drain Field has been put back for next summer and has not sent a report to this date.
- Dec. 06, 2023, City of Kobuk reported that they will get up to date on reporting on all projects through December. I will be hold all funding until then.
- The city of Kobuk community building is getting close to being completed with project contactor giving the city a completion date of end of March. (2024)
- Kobuk Drain Field will be back in progress in the summer of 2024.
- The city of Kobuk community building has a delay and construction will continue on tell the end of April or maybe into May. (March 7, 2024)
- The city of Kobuk's contactor is finishing the interior of community building. (April 2024)
- No activity for city of Kobuk's Drain Field improvements. (April 2024)
- The city of Kobuk is working with ANTHC on Drain Field can not find heavy equipment to start project. (May 31 2024)

Kotzebue:

- Dec. 05th, 2023, Working with the City of Kotzebue on the Car Crusher award agreement.
- The funds were drawn down for the city of Kotzebue's Car Crusher. (Jan. 2024)
- Working on reporting of Swan Lake Water loop Emergency Disaster. The amount is 25K for the emergency.(March 8, 2024)
- Car Crusher was reported no and city will have to have there own shipping funding for this project. (March 8, 2024)
- Waiting on reports from the city of Kotzebue (April 2024)
- Waiting on reports from the city of Kotzebue (May 31-2024)

Noatak:

- Sent award agreement to Noatak IRA for the Solar and Batter Project and have not gotten it back at this time.
- The Noatak IRA Solar project Dec. 05th, 2023, Waiting on award agreement to be signed for the Solar and Batter project
- Award Agreement has been signed and working with Borough finance.
- No projects currently. (May 31-2024)

Noorvik:

- 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.
- 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.
- Nov. 16th 2023, The Noorvik IRA has not sent finance and progress reports in on the road maintenance program. Looking forward to reports there is a new transportation planner that has been hired.
- The Noorvik has not sent in financial and progress reports in to this date on the road maintenance program. I am willing to work with the IRA in helping with getting the tribe up to date on reporting. (Jan. 2024)
- The Native Village of Noorvik has not reported on the Road Maintenance program to date. (March 8, 2024)
- Waiting on reports from Noorvik IRA for the Road Maintenance program. (May 31-2024)

Selawik:

- 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.
- 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.
- Selawik home water and sewer project had an engineering firm go to Selawik to start the evaluation on project.
- 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..
- No activity in Feb. 23 The Selawik IRA has got 2 two proposals for Gravel Access Study and will be ork worked with VIF staff on proposals. (Jan. 2024)
- I have not expended the funds for the Selawik Solar PV & Battery system. I Will wait on a request from the Tribe.(March 8, 2024)
- Worked with engineering on Gravel Access study. (April 2024)
- The Selawik City is working with ANTHC and Dowl engineering data collection for water and sewer infrastructure for a feasibility study. (May 31-2024)

- Selawik IRA is working with ANTHC on a Gravel Access study.
- The funding for has not gone out to the Selawik IRA for the Solar PV & Battery system. This project will not get started until next year.

Shungnak:

- No open projects or programs currently. (Jan. 2024)
- Working with the Tribe and ANTHC on funding of Shungnak Heat Recovery Expansion. (March 8, 2024)
- Work with engineering on Heat Recovery Expansion this project is with Shungnak IRA. (April 2024)
- The work on the Heat Recovery Expansion project has begun in Shungnak. (May 31-2024)

Regional:

- NIHA has drawn down funding for the Housing Assessment for all 11 communities.
- NIHA will be reporting to VIC and the Feb. meeting on Community household survey. (Jan. 2024)
- Invited NIHA to give report on Housing Assessment for June meeting. (April 2024)
- The NIHA housing assessment report will be given at the next VIC Meeting (May 31-2024)

ENERGY DEPARTMENT - Ingemar Mathiasson

Conferences

The Governors Sustainable Energy Conference took place 20-23rd May 2024. I attended and participated in several panels. My presentations were well received.

The conference was as usual very valuable for networking and meeting up with Energy professionals. The Governor is focusing on trying to find a way to market the stranded natural gas on the slope, but also may encourage expansion of Usibelli coal mine to try to find a way to produce electricity for the railbelt with “clean coal” proposals.

The Cook inlet gasfield is getting depleted and cost of heating and electricity is starting to go up on the railbelt. This will negatively impact on us in the Borough as our PCE availability balance against the railbelt. If the electricity for railbelt customers go up, then our Households will also experience an increase Alaska wide.

Nuclear power was also discussed as an option for producing Electricity in Alaska.

The Rural Energy Conference has been announced to take place in Fairbanks 2-4 Oct. 2024

Energy Cost remains high for fuel and electricity, and no changes are expected until July barges comes in.

I will also representing NAB in discussions under the Clean Energy Group, <https://www.cleanegroup.org/>, in June.

Discussing advancing equitable Energy Climate Solutions.

Alaska Energy-shed update

Funding Agency: U.S. Department of Energy - Office of Energy Efficiency and Renewable Energy

Grant Recipient: Launch Alaska

Project Management Organizations: Launch Alaska & Alaska Municipal League

Project Partners: Northwest Arctic Borough & Atautchikun

Contractors: DeerStone Consulting, Kartorium, Veckta, Southeast Conference

Project Summary:

The Alaska Energyshed aims to identify and develop at least three clean energy projects across the Northwest Arctic and Southeast Alaska regions to help save money, reduce costs and environmental impacts from climate change, and improve local economies. By combining these projects the intent is to accelerate the development process, improve the project economics, and spread the benefits widely among stakeholders. Clean energy projects can include wind, solar, batteries, power plant and powerline upgrades, energy efficiency, heat pumps, and other activities.

Project Activities and Proposed Timeline:

Select 12 participating communities January 2024 – Complete

Collect power system data & imagery May 2024 – October 2024 – In Progress

Develop virtual computer tools June 2024 – February 2025

Identify clean energy projects March 2025 – May 2025

Prioritize and design projects March 2025 – March 2026

Secure clean energy project funding March 2025 – August 2026

Project Updates in the Northwest Arctic/NANA Region:

Community Selection: Communities were notified of the project at the most recent Energy Steering Committee meeting in April 2024 as well as through direct outreach. Communities who wanted to participate were asked to submit a letter of interest. All six communities in the region that applied were selected. The selected communities are Ambler, Buckland, Deering, Kotzebue, Selawik, and Shungnak.

Collect Power System Data & Imagery:

Deering – May 16 - 18: Representatives from DeerStone Consulting and Kartorium collected detailed power system asset data onsite in Deering. The team worked closely with the power plant operators, utility manager, and met with the Native Village of Deering and the City of Deering to discuss the project.

Kotzebue – June 3 - 7: Representatives from DeerStone Consulting and Kartorium collected detailed power system asset data onsite in Kotzebue. The team worked closely with the power plant operators, linemen, and

utility engineer at Kotzebue Electric Association, and met with the Native Village of Kotzebue and the City of Kotzebue to discuss the project. Kikiktagruk Inupiat Corporation was not available to meet.

Next Steps – July through October 2024:

In the coming months, representatives from DeerStone Consulting and Kartorium plan to travel to the communities of Buckland, Selawik, Ambler, and Shungnak to collect power system asset data. The upcoming trip schedule is in process of being finalized.

Additional Information: For additional information, please contact Leah Olsen at DeerStone Consulting. DeerStone consulting is on contract with Launch Alaska to support community engagement in the NWAB for this project and Leah Olsen is the project lead. Leah@DeerStoneConsulting.com | 541-639-6333

New Grant requests

Ambler Solar Battery project

234kw PV and 384kw LFP BESS/30kw heating loop

We wrote a TEDO (DOE tribal grants) proposal for Ambler for 2023-24, to construct a Solar PV and Battery solution for them. It's a request for \$ 2.7Mil with an inkind of \$300K.

DOE has notified us of intent to fund this and the last paperwork has been completed including the environmental NEPA requirements. The proposed Solar array would be placed behind the existing church and the Battery in front of the AVEC plant. Engineering has been completed through e separate AEA grant and this project is looking for a construction during the summer fall of 2025.

- Documents for this project are almost completed, and a grant award is likely before the end of June.

OCED Project

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. KEA in Kotzebue will also get a large BESS to accommodate being able to turn off their generators for periods of time. Additionally a new Intertie between Shungnak and Kobuk will be built to new specifications. The expected construction cost for the proposed project is \$68,514,884.00. Negotiations with DOE-OCED is ongoing.

Status of Current projects under way

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.
- Currently at 95% design
- Project completed work 31th Dec. 2023.
- The funds will be also supporting the construction of Solar/Bess projects in Selawik and Ambler in 2025-26.

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,
- Grant agreement in place. And we have started engineering and is now at 100%.
- Construction scheduled for 2025-26.
- We will be generating an RFP in June 2024.

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

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. The grant has been awarded and this funding will be added to the REPP grant above.

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 2023.

- 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 \$ 650K needed to construct the project. That will fully fund the project and can conceivably be completed by summer 2024.
- Grant agreements are now in place.
- Construction can proceed this summer/fall, I am waiting for a timeline and contract for Summit Construction to proceed.

Ambler Firehall/Search and Rescue

- Initially started with \$ 150K VIF funds in 2019, this project was awarded to Kuna in 2020-21 to do the engineering and NEPA requirements that was completed fall of 2021.
- And in January 2022 the City of Ambler made a request to Murkowski's office for \$ 1.5 Mil to fund a fire hall/Search and Rescue bldg. that was needed.
- The proposed project, aimed at establishing a Firehall/Search and Rescue Facility facility in Ambler, Alaska, envisions a comprehensive and functional single building of approximately 1,200 square feet designed to support emergency response operations and fire suppressing equipment. The project is intended to be constructed as a design-build construction, with a focus on accommodating various search and rescue activities and community-owned fire equipment. This approach will enhance maintenance and operational capabilities, thereby improving overall response effectiveness for SAR/Fire response activities.
- The project has been awarded the \$ 1.5 Mil and Engineering of the building can now proceed to 100% with construction scheduled for 2025

Regional Solar PV projects operating status

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 has over \$ 130K in their Energy fund from proceeds of selling electricity to AVEC.

Noatak Solar Battery IPP (updated)

280.6 Kw Solar with a 460Kwh Battery

The Energy group wrote a TEDO (DOE tribal grants) proposal for Noatak for 2020-21, to build a 280.6 Kw Solar PV and Battery solution for them. The project was commissioned in the week of 17th Aug. 2023.

- Some connection problems is being worked on by AVEC to go to full production likely in June 2024.



PIGUQTUQ ENTREPRENUERSHIP REPORT – Georgianna Phillips

- The project continues to reach out to individuals and businesses to provide support.
- Completed work on logo, which presented to the EDC, and was an acceptable logo by the commission.
- Continuous monitoring of the Piguqtug Facebook page for the project using this method to promote the project as well as giving the ability to reach out and invite those that may have an interest in our services.
- Reviewing and researching calendars of events for the region for use in promoting the project. Continuously researching and updating for outreach purposes.
- Repost of brochure highlighting the services provided for the project.
- Collaborating with clients on their projects.
- Attended the Saturday Market held at ATC. The first two held had a good turnout of vendors and those attending. It highlights the ATC business of Kuupiaqtugvik and boosts sales and customer base.

SULIANICH

Sales by calendar year (January – December)

2021

Total Sales = \$189,632.77

In store = \$167,317.27

Online = \$22,315.50

2022

Total Sales = \$253,098.19

In store = \$229,694.80

Online = \$23,403.39

2023

Total Sales = \$275,764.69

In store = \$239,753.46

Online = \$36,011.23

2024 (To Date)

Total Sales = \$91,021.81

In store = \$75,891.45

Online = \$15,130.36

Shungnak IPP MONTHLY REPORT

May 2024

Solar PV Power Generated: 33,997 kWh

Revenue: \$30,568.58

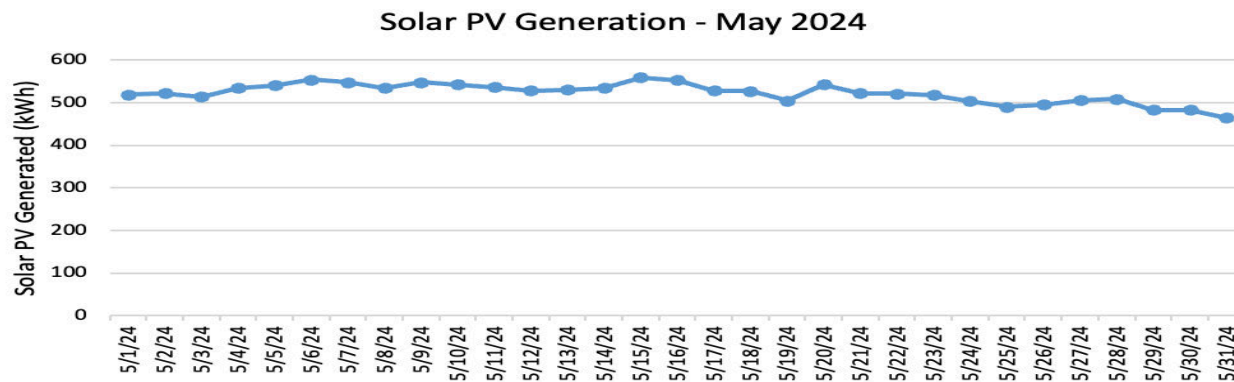
FY 2024

Solar PV Power Generated: 153,190 kWh

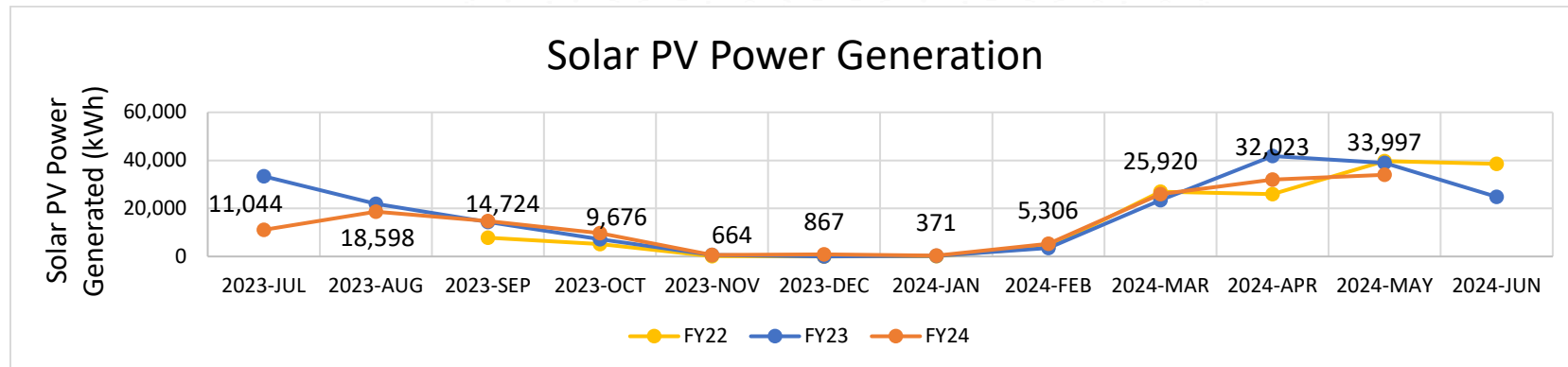
Revenue: \$89,417.59

Diesels Off Hours: 501.8 hours

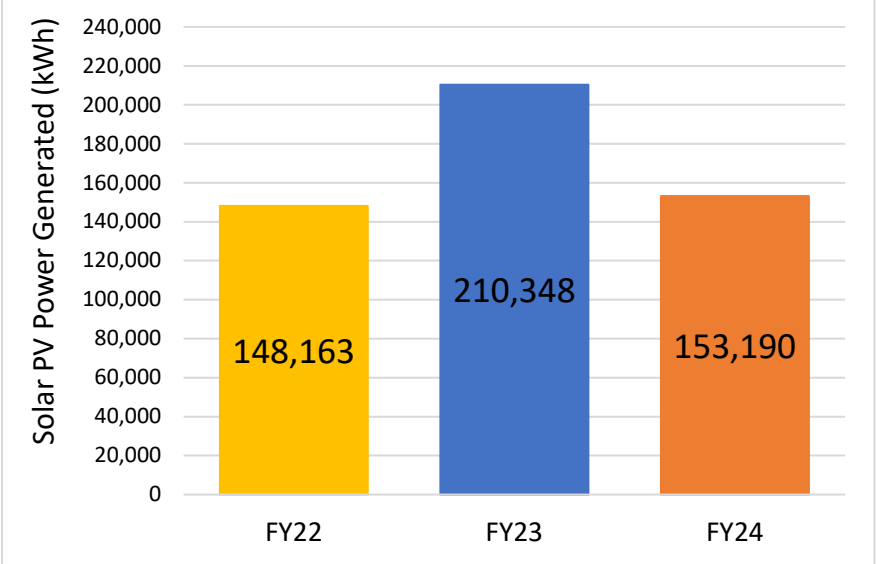
POWER GERATION:



Solar PV generation in May was consistently high with many clear days and long daylight hours.



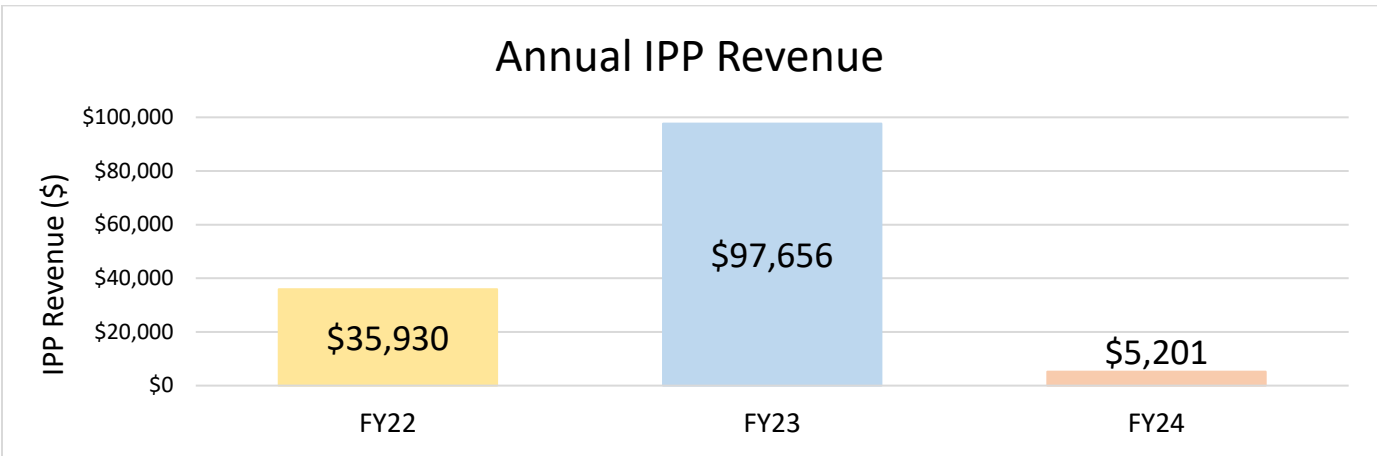
Annual Solar PV Generation



In FY24 solar PV generation in May was lower than in previous years.

IPP REVENUE:

Annual IPP Revenue



IPP revenue was low for FY22 because the system was not commissioned until mid-August. Given the low power generation in July, revenue for FY24 may be lower than FY23. Most of the revenue is generated during the spring and early summer months when the solar availability is the highest.

Noatak IPP MONTHLY REPORT

SUMMARY:

May 2024

Solar PV Power Generated: 45,638 kWh

Revenue: \$30,568

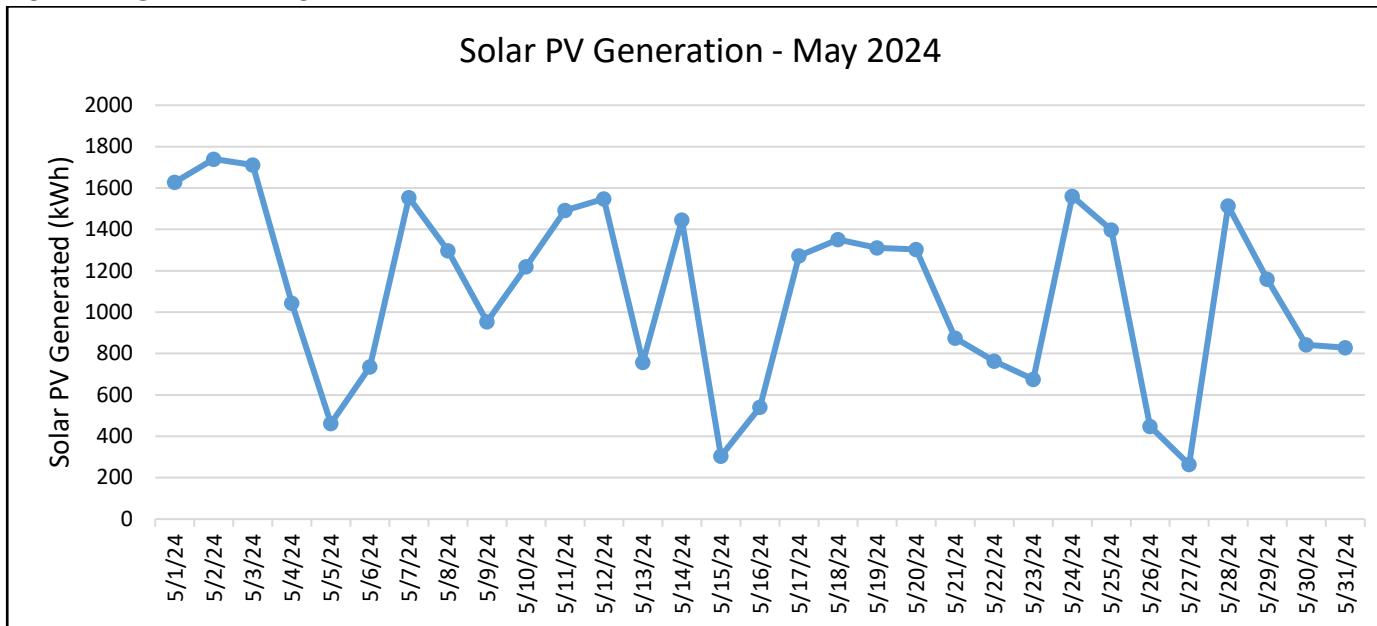
FY 2024

Solar PV Power Generated: 110,706 kWh

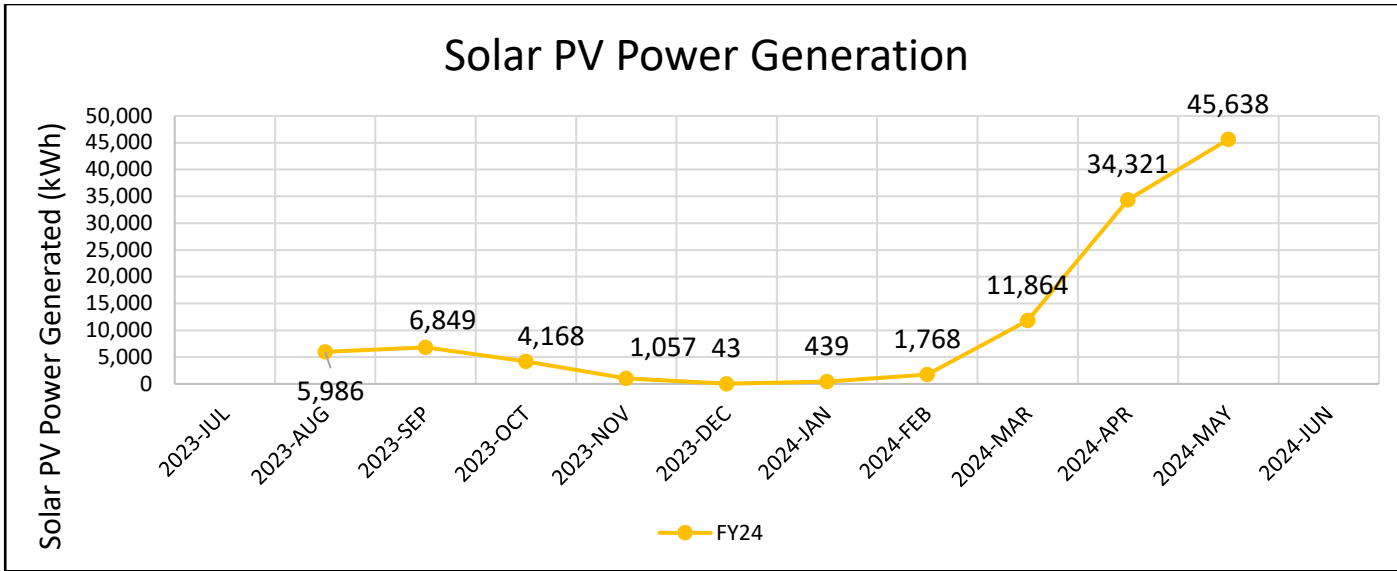
Revenue: \$67,843

Diesels Off Hours: 27.8 hours

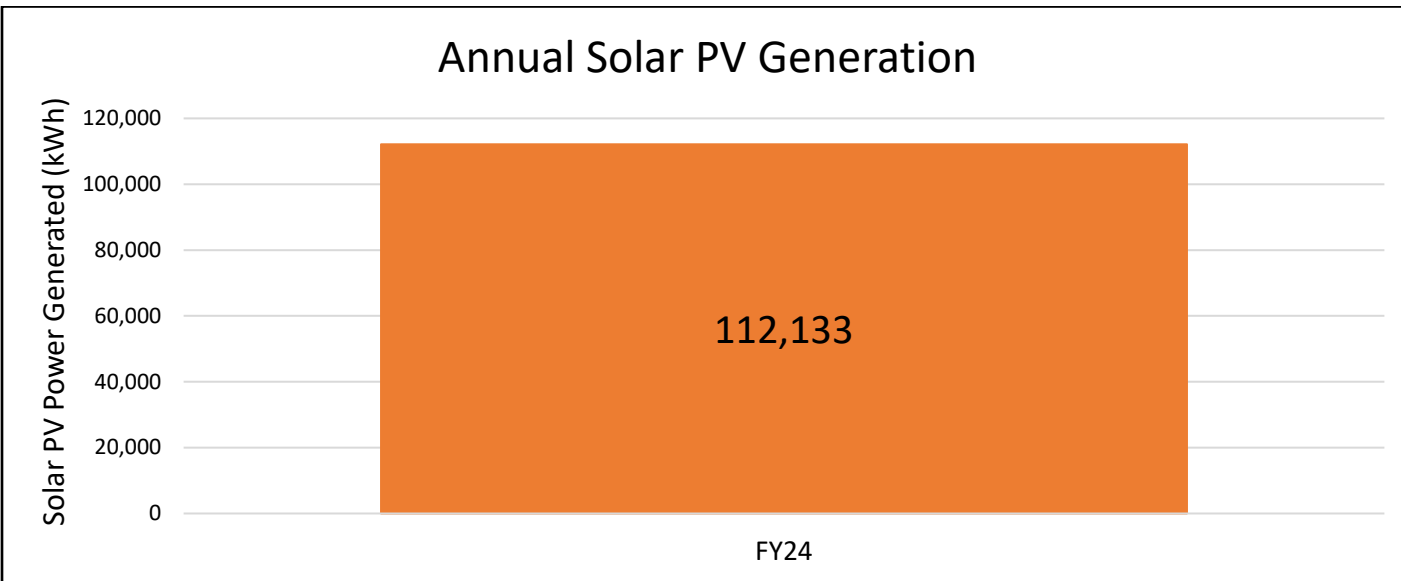
POWER GENERATION:



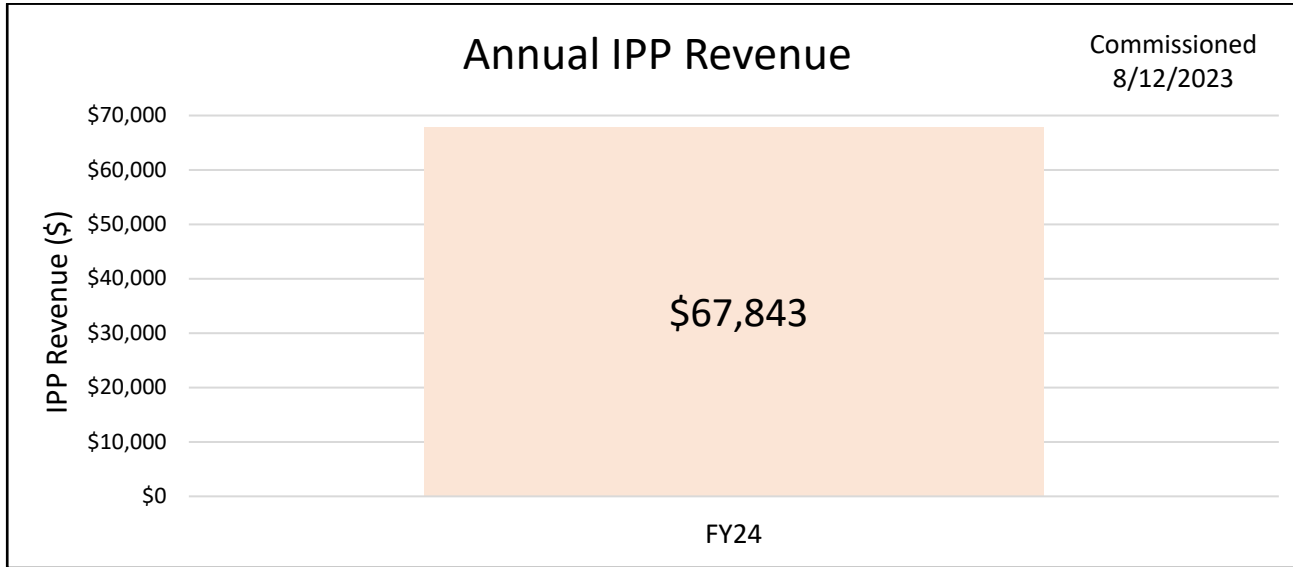
Differences in daily solar PV generation this month are primarily due to differences in local weather, resulting in varied irradiance levels.



The solar PV generation is still climbing in May due to the clear skies and long daylight hours.



IPP REVENUE:



The majority of the IPP revenue in FY24 were generated in the spring months because the system was commissioned in late August. The magnitude of IPP revenue will increase when more solar power is generated and when the cost of fuel in Noatak increases.



Northwest Arctic Borough

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

DATE: June 12, 2024
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.

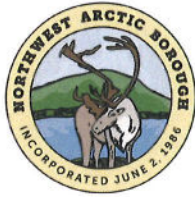
Public Safety Director, Chris Hatch **June 2024 Report**

We have been working with our legal team and industry professionals to revamp our RFP processes to hopefully increase the number of responses when we publish, in the past we have often had one or fewer bidders.

The VPSO house, office, and holding cell project is complete. We scheduled an open house and community picnic for June 14 in Noorvik. We intend to meet with the city council to discuss site control of the lot next to the VPSO house for the purpose of building a Fire Hall. If we come to an agreement with the city, we will have all emergency services located in Noorvik.

The Office of Emergency Management held a Public Safety Commission and LEPC meeting on June 5 and 6. During this meeting we discussed plans for a K-9 search dog for the VPSO program. The commission decided to support this idea and wrote a resolution in support that is attached to this report.

We were able to install smoke alarms in Selawik on June 13. This effort was complemented by a community picnic, (serving over 500 hot dogs and 500 hamburgers), which served as a platform for fostering community engagement and awareness. We were fortunate to have the support of the Alaska State Troopers in Selawik, 6 Maniilaq Volunteers, and the NAB team including Mayor Moto, Jade, Ally, Georgiana, Dominic, Ellen, Hans, Josh, VPSO Autaubo, VPSO Rizzi, VPSO Petzoldt, and me.



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The following is a representative list of priority projects we are working on to have completed this month.

- Fire Department long range plan to meet the strategic priorities and help our community with fire response abilities.
- The Office of Emergency Management has been the focus of improvements having met with a team from Louisiana State University about training in incident and emergency management in the region.
- Planning for Public Safety summit in July.
- Recruitment, retention and Hiring of VPSO (currently working with 6 applicants).
- Goldeneye media has created several new videos and static advertisements that have continued to increase the average number of VPSO recruitment contacts. We are currently receiving around 7-10 contacts a week, with 6 full applications in the past seven days.
- RFP and contracting for Selawik and Buckland.
- Preplanning PS building projects for Noorvik, Kivalina, Kobuk, Noatak, and Deering.

Winter Trails:

Stakes were ordered for delivery this summer to perform overland trail maintenance and staking.

Search and Rescue Coordinator, Jimmy Brown June 2024 Report

- For the month of May we had a total of 4 SAR calls.
 - 2 from Buckland which were self-resolved
 - 2 from Selawik which were also self-resolved
- We had crews pull the winter trail stakes beginning May 3, and all stakes were pulled by May 10.
- Frank Lane and I went to Aqthla cabin to stack the stakes on pallets.
- Most of the 2x2's are in winter trail sleds, prepared for re-use next year.
- On the 23rd I started cleaning and disinfecting the SAR shop due to black mold. Ordered KILZ paint and painted the building.
- Tom Dublin serviced the SAR 4-wheeler, preparing it for summer season use if needed.



Northwest Arctic Borough

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VPSO Program Coordinator, Joshua Harville June 2024 Report

- All VPSO Grant reporting is current, including the completion of our yearly review. End of year closeout of the FY24 budget is in progress.
- A notable milestone: VPSO Coordinator Harville has been officially armed as a VPSO with NAB. We are in the process of arming all NAB VPSOs and will continue to progress accordingly. Firearms have been shipped and should arrive before the end of June.
- We have successfully renewed Memo of Agreements (MOAs) with all regional communities except Kotzebue.
- Our VPSO program actively supported and participated in the Selawik smoke alarm install day, the open house in Noorvik, and Basic Life Support training in Kivalina and Deering this past month.
- We have initiated upgrades to internet connectivity in VPSO housing and office units across the borough, opting for commercial Starlink. This enhancement is aimed at improving operational efficiency, supporting upcoming Body Camera implementation, and boosting the morale of our VPSOs.

Fire Safety Coordinator, Hans Nelson June 2024 Report

During this reporting period, Fire Safety Coordinator received ARPA spend down financials from Finance Department. The breakdown spreadsheet and pie chart is still pending to show an accurate picture of what spending has taken place. There are four ATVs waiting to ship out to Shungnak, Kiana, Deering, and Noatak. Other equipment purchases have been sent out to each community; However, we still have a vacant chief position for Shungnak, Noatak, and Selawik. Some of this equipment is pending in sending anything new until we can establish a good point of contact or new chief. We have provided recruitment flyers to the local tribal offices and continue to advertise on KOTZ Radio. We have also posted a recruitment flyer and message on the NAB Facebook page. Also, will be working with the new chiefs from Deering and Kiana for fire department onboarding and providing them with a binder for any of their reporting and response needs.

The Fire Department had one fire incident **reported** during the month of April 2024 in the Community of Kivalina. The fire incident report is pending from Kivalina Volunteer Fire Department and will be provided to ANFIRS. No injuries or fatalities reported.



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The following measurable outcomes occurred during the reporting period:

Fire Prevention Activity

- Provided a fire prevention message with KOTZ Radio and discussed the importance of smoke alarms in the home and reminding residents to ensure they are installed and testing their device at least every week and cleaning them at least once a month.
- Continuing fire extinguisher distribution but waiting on more supplies to be provided to the Noatak.
- Smoke Alarm Installation Project is underway with a comprehensive plan and received the 1,000 smoke alarm units on April 5 and began advertising for volunteers. Volunteers from SFMO secured with five individuals and at least four from NAB.

Fire Training Activity

- No operational training activities were conducted for the reporting period.
- Received local volunteer interests for upcoming June 1-4 AKDFLS training in Palmer. Secured four individuals from different volunteer fire departments in Ambler, Kobuk, and Kiana.

Fire Department Correspondence and Community Relations

- Reaching out to volunteer fire departments to secure dates for seasonal fire training in their perspective community this summer.s
- Participated face to face in BCK Flood Meeting on April 29.

**NORTHWEST ARCTIC BOROUGH
PUBLIC SAFETY COMMISSION
RESOLUTION 24-01**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH PUBLIC SAFETY COMMISSION SUPPORTING
ESTABLISHMENT OF A CANINE UNIT FOR THE BOROUGH
VPSO PROGRAM, AND FOR RELATED PURPOSES.**

WHEREAS: Section 12.08.005 of the Borough Code establishes the Northwest Arctic Borough Public Safety Commission to improve all aspects of public safety and law enforcement for the people of the Borough by identifying public safety needs, identifying available resources, and establishing and implementing strategies and comprehensive plans to meet those needs; and

WHEREAS: the transport of illegal drugs into Borough communities is a continuing public safety and health threat without an adequate means to curb the unlawful transport of drugs into the Borough; and

WHEREAS: illegal drug use is a catalyst for larger public safety and health risks that often result in serious injuries and even death to Borough residents; and

WHEREAS: illegal drug use also contributes to domestic violence, mental health problems, suicide, and a range of criminal activities; and

WHEREAS: the utilization of trained canines to interdict the flow of illegal drugs into Borough communities is the single most effective external mechanism to stop the flow of illegal drugs into the Borough; and

WHEREAS: a trained canine can also help with search and rescue efforts; and

WHEREAS: the State of Alaska Department of Public Safety does not have the resources or a program to provide a trained canine for the region; and

WHEREAS: the Public Safety Commission supports the establishment of a canine unit for the Borough's VPSO Program and recommends adoption of such a program to the Borough Administration and Assembly.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Public Safety Commission supports the Borough's establishment of a canine unit for the Borough VPSO Program in order to provide meaningful interception of illegal drugs into Borough communities and assistance with search and rescue efforts.

PASSED AND ADOPTED THIS 6th DAY OF JUNE 2024.

, Chair

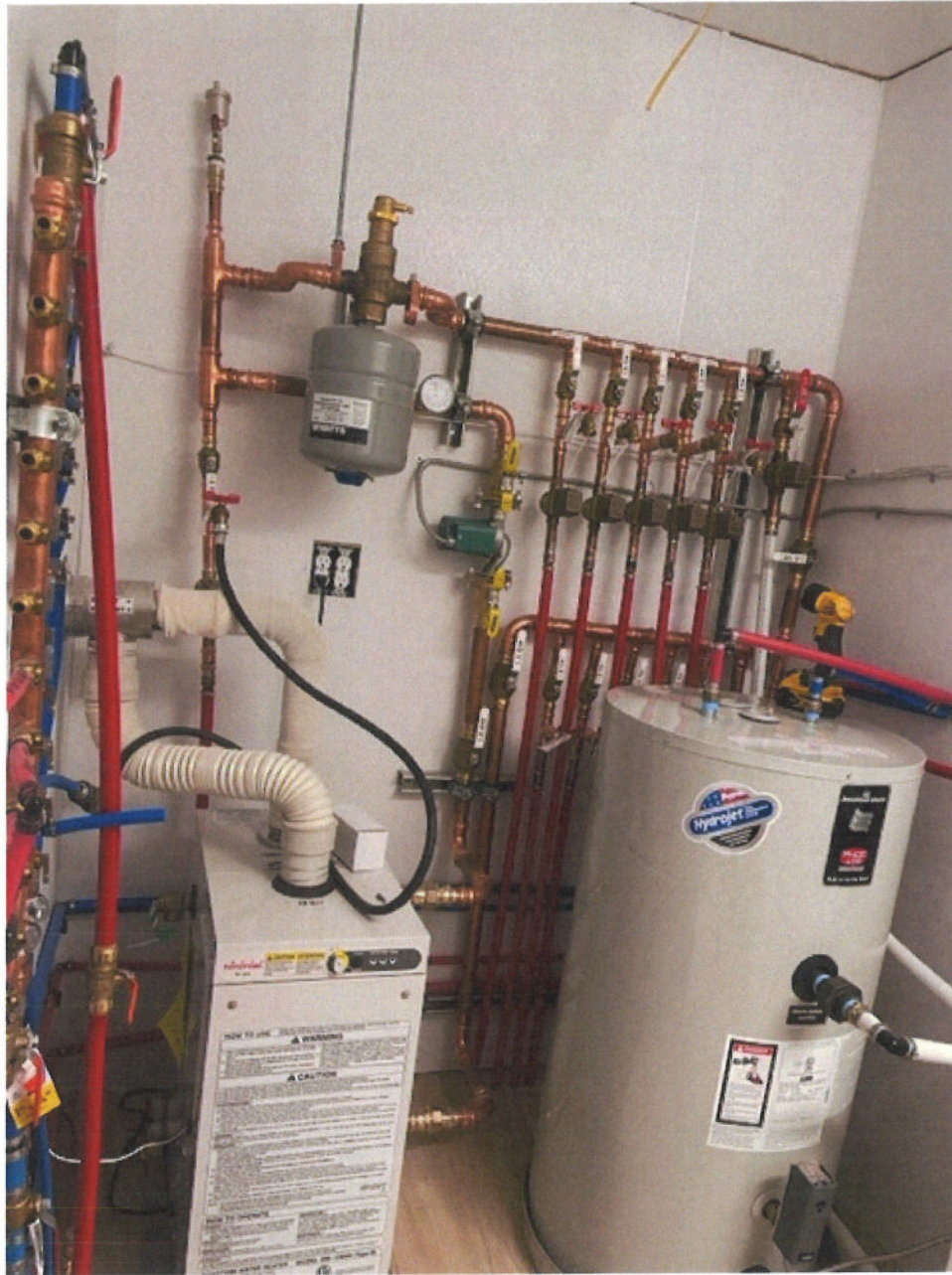
SIGNED AND ATTESTED TO THIS 6th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:











Northwest Arctic Borough

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

DATE: June 13, 2024

TO: Dickie Moto, Mayor

FROM: Clara Jones, Public Services Director

SUBJECT: DEPARTMENT REPORT TO ASSEMBLY THRU THE MAYOR

Thank you for the opportunity to provide an update regarding the activities of the Public Services Department. Our team has been involved in a variety of activities and services this report period.

Since my last report I've been busy complying with and requesting reimbursement for projects we are doing in our department. Working with Finance department on reimbursements and grant reporting. The State of Alaska for the DOT Brush Cutting (\$70,603.10), ICE Road (\$46,364.77), FY24 CAP (\$410,709.43) and Elder Boiler Maintenance project (\$350,000.00). Received reimbursements from DOT and ICE Road (UpToDate \$116,967.87). Finance will work with NANA on getting reimbursement of \$350,000.00 for the Elder Boiler Maintenance Project and the FY24 CAP.

Dominic has been busy with a variety of tasks and duties this report period. Victor Stalker has been a great fill in for Chip Fields as he continues to heal up. Chip has made a few visits to the building over the past few weeks and each time he pops in he looks like he is moving around easier and less pain. Victor has been busy with little projects. He repainted Hannah Sheldon's office. Kept himself busy with reorganizing/doing inventory in the shops.

Sulainich: we have made some progress in the preparation of renovating the main entrance at Sulainich. Dominic has contacted NANA on the proper actions to take to get this work approved, as they are the building's owners. We will continue to follow the steps required to get this done this summer.

Casket/grave digging tools: Dominic was tasked with replenishing the tools needed for Kivalina. You might recall that a couple of community buildings caught fire this spring. As a result, all the tools used to build caskets were lost. A list was compiled from the previous tools project that the assembly was kind enough to do for the entire borough. So, he was able to place an order. As of the writing of this report roughly 85% of the order has been received. It has been inventoried and is on a pallet in our garage. Once

the entire order has been received, it will be wrapped with shrink wrap and brought to Ryan Air to be sent to Kivalina.

Connexs: our dept. is currently searching for connexs to purchase to keep our materials/equipment in out of the elements. Our hope is to have two forty-foot containers purchased and secured on our lot by the last barge.

Chuck Schaeffer is on personal leave until he can get to the shelter cabin sites to put the prefab cabins up. He will resume work after the ice break up.

Quick update from Cliff Johnson on the Elder Boiler Project. We have completed about a dozen boilers in Kiana and had to take a break (due to housing availability in Kiana) we have about 6 more and a few Toyo lasers to do. While we are waiting for housing to free up in Kiana, our guys came over to Noorvik and completed the initial assessments and did a parts order (they are on the way) and completed a few boilers and several Toyo lasers.

Next week we are going back to Kiana to get them wrapped up. Then back to Noorvik, then probably KVL then Buckland,

STATUS OF PUBLIC SERVICES ACTIVE PROJECTS

FY25 COMMUNITY ASSISTANCE PROGRAM

Community	Funding Available	Funding Received
<ul style="list-style-type: none">• Ambler• Buckland• Deering• Kiana• Kivalina• Kobuk• Noatak• Noorvik• Selawik• Shungnak		

Total:

Applied with the State of Alaska for the FY25 CAP funding for the villages we serve. Turning in all the required paperwork and funding should be available in July. Waiting for reimbursement from the State of Alaska for \$410,000.00.

Project Name: Elders Regional 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

Just a quick update for Northern Contractors- Cliff Johnson on the Elder Boiler Project. We have completed about a dozen boilers in Kiana and had to take a break (due to housing availability in Kiana) we have about 6 more and a few Toyo lasers to do. While we are waiting for housing to free up in Kiana, our guys came over to Noorkik and completed the initial assessments and did a parts order (they are on the way) and completed a few boilers and several Toyo lasers.

Next week we are going back to Kiana to get them wrapped up. Then back to Noorvik, then probably KVL then Buckland.

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.

L90 Loader: The CMI tech made it out to Kivalina the week of June 3rd. He is closer to narrowing down the issue with this loader. This work as of this report is still being completed as "Warranty Work". Cost for this trip was covered impart with the school districts work that was done by them as well.

Fuel farm: We are in the works with the KIC mechanic to have him evaluate our fuel farm. Our goal here is before the end of summer we will ensure that the fuel line to the building is capped, making sure that no fuel goes anywhere. We also want to have a new pump and meter system implemented. We will also secure the pump area with the fencing that is there. Our end goal is to make fueling up the equipment and transfer of fuel to our shop more efficient. With the meter, we are hoping to really dial in the amount of fuel needed from year to year.

Fuel Delivery: Dominic was able to arrange 10K gallons of fuel to be delivered by Crowley Fuels. This fuel will be delivered later this summer. Last season we made

arrangements to have 15K gallons of fuel delivered. As each season comes we will hope to have a better idea of how much fuel is needed between heating the shop and the equipment.

Fuel transfer system: we are currently working on developing a more efficient way of getting fuel between the fuel farm and the shop. As of right now we have to pump fuel into 55-gallon drums (between 2 and 4 drums at a time). We have done some preliminary research and there are fuel tanks that are designed to allow for a loader to transport 300 – 500 at a time. These tanks for specifically made with interior walls to prevent fuel from swashing back and forth and side to side. We can also have a pump permanently installed on the tank.

Loader swap: Dominic has made arrangements per the mayors direction to swap kotzebue's L70 loader with Kivalina's L90. The goal is to ensure that Kivalina has a loader that we know has little to no issues in Kivalina for the winter. This will also make getting a CMI technician to the L90 easier if it is here in Kotzebue vs Kivalina where we all know weather can very much hamper travel for the technician to Kivalina. This will happen on the first barge.

Shop man door: we will be working with the city if Kivalina to get their approval to install a man door on the city side of the shop. We intend to completely seal the wall between the two halves. This will add security to the building and not allow anyone to access our side of the building from the city side.

Storage tent: NWAB has acquired a large storage tent from ASRC. It will need some repairs before we can store anything in it. Our dept. is looking at possible solutions for the "end caps". We will either need to order new ones, or we will have to use wood and build up the ends. We are weighing both options. A over head garage door will also be needed. As it is our construction season, our goal is to have this completed before snow fall.

Swing Gate: our dept. was finally able to locate a company that makes a 40 foot swing gate for the gravel pit near the school. It has been ordered and should be installed before first snow fall.

Project Name: Shelter Cabin Construction & Renovation
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: Chuck Schaeffer is on personal leave until he can get to the shelter cabin sites to put the prefab cabins up. He will resume work after the ice break up.

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 received an estimate quote for the swing gate from DF Supply, INC. For the Kivalina gravel pit. We were finally able to locate a company that makes a 40-foot swing gate for the gravel pit near the school. It has been ordered and should be installed before first snow fall.

June report:

Kivalina:

L90 Loader: The CMI tech made it out to Kivalina the week of June 3rd. He is closer to narrowing down the issue with this loader. This work as of this report is still being completed as "Warranty Work". Cost for this trip was covered impart with the school districts work that was done by them as well.

Fuel farm: We are in the works with the KIC mechanic to have him evaluate our fuel farm. Our goal here is before the end of summer we will ensure that the fuel line to the building is capped, making sure that no fuel goes anywhere. We also want to have a new pump and meter system implemented. We will also secure the pump area with the fencing that is there. Our end goal is to make fueling up the equipment and transfer of fuel to our shop more efficient. With the meter, we are hoping to really dial in the amount of fuel needed from year to year.

Fuel Delivery: Dominic was able to arrange 10K gallons of fuel to be delivered by Crowley Fuels. This fuel will be delivered later this summer. Last season we made arrangements to have 15K gallons of fuel delivered. As each season comes we will hope to have a better idea of how much fuel is needed between heating the shop and the equipment.

Fuel transfer system: we are currently working on developing a more efficient way of getting fuel between the fuel farm and the shop. As of right

now we have to pump fuel into 55 gallon drums (between 2 and 4 drums at a time). We have done some preliminary research and there are fuel tanks that are designed to allow for a loader to transport 300 - 500 at a time. These tanks for specifically made with interior walls to prevent fuel from swashing back and forth and side to side. We can also have a pump permanently installed on the tank.

Loader swap: Dominic has made arrangements per the mayors direction to swap kotzebue's L70 loader with Kivalina's L90. The goal is to ensure that Kivalina has a loader that we know has little to no issues in Kivalina for the winter. This will also make getting a CMI technician to the L90 easier if it is here in Kotzebue vs Kivalina where we all know weather can very much hamper travel for the technician to Kivalina. This will happen on the first barge.

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Swing Gate: our dept. was finally able to locate a company that makes a 40 foot swing gate for the gravel pit near the school. It has been ordered and should be installed before first snow fall.

Kotzebue:

Victor Stalker has been a great fill in for Chip Fields as he continues to heal up. Chip has made a few visits to the building over the past few weeks and each time he pops in he looks like he is moving around easier and less pain. Vic has been busy with little projects. He repainted Hannah Sheldons office. Kept himself busy with reorganizing/doing inventory in the shops.

Sulainich: we have made some progress in the preparation of renovating the main entrance at Sulainich. Dominic has reached out to NANA on the proper actions to take to get this work approved as they are the owners of the building. We will continue to follow the steps required to get this done this summer.

Casket/grave digging tools: Dominic was tasked with replenishing the tools needed for Kivalina. You might recall that a couple of community building caught fire this spring. As a result all the tools used to build caskets were lost. A list was compiled from the previous tools project that the assembly

was kind enough to do for the entire borough. So he was able to place an order. As of the writing of this report roughly 85% of the order has been received. It has been inventoried and is on a pallet in our garage. Once the entire order has been received, it will be wrapped with shrink wrap and brought to Ryan Air to be sent to Kivalina.

Connexs: our dept. is currently searching for connexs to purchase to keep our materials/equipment in out of the elements. Our hope is to have two, forty foot containers purchased and secured on our lot by the last barge.

This concludes my report.

Dominic Ivanoff



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

DATE: June 13th, 2024
TO: Dickie Moto, Mayor
FROM: Noah Naylor, Planning Director
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:

Plats

Kivalina Playground NWABSD lease: I continue to look for this paperwork. Apparently a plat was submitted to the Borough a while back that outlined the Kivalina Playground. That plat was not sent back, so I will be spend time looking for the plat in our office. I am currently still looking for this plat. I will need to spend sometime cleaning the office next to mine, as it has become storage for the borough.

Permitting Process

I continue to work with Goldeneye Media to revise the permitting application process. After several permits I believe that we can streamline the application process using new technologies. I envision a permitting application that can draft a permit and other related documents. We are lucky that Corey at Goldeneye is knowledgeable in this field. I believe that this process can be adapted to many of our other borough applications.

I am also reviewing the Borough's code to see what changes can be made to improve the permitting process. I will work with Matt Mead to review the code and discuss any changes.

Permits

I reviewed and amended a permit for NANA's office building in Ambler. The Original permit was approved in FY 2022.

I approved the a permit for Shungnak's Heat recovery project. This project will add heat to the health clinic, cookhouse community center, VPSO housing and the community store.

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 24-18**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH
ASSEMBLY SUPPORTING ESTABLISHMENT OF A CANINE UNIT
FOR THE BOROUGH VPSO PROGRAM, AND FOR RELATED
PURPOSES.**

WHEREAS: Section 12.08.005 of the Borough Code established the Northwest Arctic Borough Public Safety Commission to improve all aspects of public safety and law enforcement for the people of the Borough by identifying public safety needs, identifying available resources, and establishing and implementing strategies and comprehensive plans to meet those needs; and

WHEREAS: on June 6, 2024, the Public Safety Commission passed Resolution 24-01 supporting establishment of a canine program for the Borough's VPSO Program in order to help suppress the flow of illegal drugs into Borough communities and to assist with search and rescue efforts; and

WHEREAS: the transport of illegal drugs into Borough communities is a continuing public safety and health threat without an adequate means to curb the unlawful transport of drugs into the Borough; and

WHEREAS: illegal drug use is a catalyst for larger public safety and health risks that often result in serious injuries and even death to Borough residents; and

WHEREAS: illegal drug use also contributes to domestic violence, mental health problems, suicide, and a range of criminal activities; and

WHEREAS: the utilization of trained canines to interdict the flow of illegal drugs into Borough communities is the single most effective external mechanism to stop the flow of illegal drugs into the Borough; and

WHEREAS: a trained canine can also help with search and rescue efforts; and

WHEREAS: the State of Alaska Department of Public Safety does not have the resources or a program to provide a trained canine for the region; and

WHEREAS: the Borough Assembly supports the establishment of a canine unit for the Borough's VPSO Program and recommends adoption of such a program to the Borough Administration.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly supports the Borough’s establishment of a canine unit for the Borough VPSO Program in order to provide meaningful interception of illegal drugs into Borough communities and assistance with search and rescue efforts.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 24-19**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT FOR FY25 WITH WENDY
CHAMBERLAIN DBA LEGISLATIVE CONSULTANTS IN
ALASKA FOR LOBBYING, AND FOR RELATED PURPOSES.**

WHEREAS: the Northwest Arctic Borough has utilized the lobbying services of Wendy Chamberlain for many years and has benefited from her experience and expertise; and

WHEREAS: the Borough Assembly wishes to continue utilizing the services of Wendy Chamberlain and enter into a professional services agreement with Legislative Consultants in Alaska in an amount not to exceed \$85,000 for FY25; and

WHEREAS: the Borough budgeted funds for this contract under the Mayor's Department Fund 01-02, Account #6400.

NOW THEREFORE BE IT RESOLVED: that the Northwest Arctic Borough Assembly approves a professional services agreement in an amount not to exceed \$85,000 for FY25 with Legislative Consultants in Alaska, and authorizes the Mayor to execute any necessary documents required to execute the agreement.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:

PROFESSIONAL SERVICES AGREEMENT
Between Contractor and the NORTHWEST ARCTIC BOROUGH

Contract No.: FY25-01 Effective Date: July 1, 2024
NAME OF CONTRACTOR: Legislative Consultants, LLC
EIN# is 85-2860898 Business License #: 2113070

Purpose of Contract: Contractor will perform lobbying services for the Alaska State Legislature that will be coordinated with the NAB Assembly and the Borough Mayor.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, an Alaska Municipal corporation (“NAB”), whose address is P.O. Box 1110, Kotzebue, Alaska 99572, and LEGISLATIVE CONSULTANTS, LLC (the “Contractor”), whose mailing address 224 4th Street, Juneau, Alaska 99801.

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 Contract Manager. 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 Contract Manager, 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 Contract Manager. 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 Contract Manager 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 authorized under this Agreement 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 Contract Manager. 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.

4. INDEPENDENT CONTRACTOR

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained in this Agreement or otherwise communicated 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 under this Agreement, 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 Project without NAB's prior written approval.

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 Project, 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 Project; 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 \$75,000 or less and within the current fiscal year the Mayor executes this Agreement on behalf of the 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 seven (7) 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 this 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 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 on the Project 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 under this Agreement 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 vendor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contract Manager 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 funds 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 in writing first to the Contract Manager for written review. If the Contractor disputes a decision of the Contract Manager, the Contractor may request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contract Manager’s decision, whether the decision is communicated informally or in writing. The Contract Manager shall issue his or her decision, or reconsideration decision, within 30 days of receiving the written request for review or reconsideration.

13.9.2 Unless the Mayor is the Contract Manager, any request for review of the Contract Manager’s decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contract Manager’s final 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.

13.10 Execution in Counterpart and Facsimile. This Agreement may be executed in counterpart and by electronic signature. When executed by all parties the counterparts shall be considered a single document and all electronic signatures considered as originals.

Approved this _____ day of _____ 2024.

NAB: NORTHWEST ARCTIC BOROUGH

P.O. Box 1110
Kotzebue, AK 99752

By: _____
Dickie Moto, Sr., Mayor

Date: _____

CONTRACTOR: LEGISLATIVE CONSULTANTS, LLC

224 4th St.
Juneau, AK 99801

By: _____
Wendy Chamberlain

Date: _____

CONTRACT MANAGER:

Position/Title: Mayor
Full Name: Dickie Moto, Sr.

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

- (1) SCOPE OF SERVICES. Contractor shall provide lobbying services to the NAB Assembly as further outlined below in Section 2, and perform additional services as requested by NAB on an as-needed basis.
- (2) SCHEDULE. The work to be performed under this Agreement shall be commenced on July 1, 2024, and shall be completed not later than June 30, 2025.

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.

Description and Schedule for Deliverables:

Contractor is responsible for the following:

- **Monthly Written Reports.** Contractor shall provide monthly written reports prior to scheduled Assembly meetings and verbal reports in person or via teleconference as requested by the Assembly. Reports should detail specific issues that Contractor addressed on behalf of the Assembly and report on other issues relevant to NAB. Contractor shall identify, review, and analyze all State Legislative bills, resolutions, ballot issues, ballot questions, journals, votes, fiscal notes, and all relevant discourse pertaining to NAB.
- **Legislative Advice and Advocacy.** Contractor shall advise the Assembly on legislative matters, provide strategic analysis of matters affecting NAB interests, and advocate on behalf of NAB as authorized by NAB. Contractor shall provide assistance in establishing strategy, obtaining sponsors and cosponsors in each house for matters designated by NAB, and establishing and maintaining successful working relationships with the State legislative leadership.
- **Time-Sensitive Reporting.** In addition to monthly reports, Contractor shall monitor and immediately advise NAB of any activity deemed to be important to NAB's interests and shall provide adequate notice of all such matters as may require a timely response, by phone, email, or other efficient means.
- **Lobbying Reports.** Contractor shall be responsible for filing all lobbying reports, registrations, disclosures, or similar documents required under state or federal law, and timely advising NAB of any such documents that it must file in compliance with such laws.

- **Requested Updates.** Contractor will report on progress of the initiatives and issues for which it represents NAB as requested by the Assembly or designated NAB staff. These progress reports may be oral or written as from time to time directed by the Assembly or its designee. Contractor will work under the direction of the Borough Assembly and the Mayor.
- **Coordinated Lobbying.** Contractor shall coordinate its lobbying services with the Assembly and Mayor.

Time extensions or variations from this schedule must be requested from the Contract Manager 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 Contract Manager.

(3) CONTRACTOR’S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

- Contractor is not authorized to terminate for convenience.
- Contractor may terminate this Agreement on 30 days’ written notice of 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 Contractor the following fees as compensation for services actually rendered:

A. FIXED FEE PER TASK

Deliverable, Task or Phase _____ Fixed Fee
Comprehensive website design and build with full functionality, spectrum of pages references in Communications Audit, and content assistance to be completed by January 31, 2013.

Task Total: \$0,000.00 _____

~~A.1~~—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) WITH CAP

<u>Type of Service</u>	<u>Hourly Billing Rate</u>	<u>Est. # Hours</u>
	\$/hr	00

_____ Estimated Hourly Rate Total: \$0,000.00

_____ NOT TO EXCEED AMOUNT FOR SERVICES: \$0,000.00

~~B.1~~ All chargeable hours must be reasonable in light of the 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 increments no greater than 1/4 hour.

~~B.2~~ Estimated hours 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 to perform work not requested or authorized by the Contract Manager.

~~B.3~~ The hourly rate includes overhead and profit of Contractor. 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

<u>Monthly Rate</u>	<u># of periods to which rate applies</u>
\$6,666.66	12 Months

Monthly Fee Total: \$80,000.00

C.1 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 Contract Manager.

C.2 The monthly rate includes all overhead and profit of Contractor.

2. REIMBURSABLE COSTS.

~~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 hereunder, if this Section 2 is designated as applicable, as follows: (NOT APPLICABLE)~~

~~Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement. (NONE)~~

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

2.1 Category: Travel

√ If Authorized	TYPE OF COST	RESTRICTIONS
√	Commercial air fare	Lowest available fare
	Charter air travel	
	Local Village travel	
√	Hotel	NAB will arrange government rate

	Car rental	
--	------------	--

2.2 Category: Miscellaneous support and supplies

<input checked="" type="checkbox"/> If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	
<input checked="" type="checkbox"/>	Meals	
	Printer or commercial copy center costs	
	OTHER:	
	OTHER:	

Not to Exceed Subtotal this Category: \$5,000.

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>
N/A	N/A	N/A

4. TOTAL NOT TO EXCEED AMOUNT. Unless and until a Change Order is signed by Contractor and the Contract Manager, 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:

\$85,000.00

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. The invoice shall legibly be itemized by task. 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, and hourly rate. 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 30 days after Contractor's invoice is received by the Contract Manager 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.

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

	Insurance	Limit	Deductible Limit
8.1	Professional Liability	N/A	\$N/A
8.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$ N/A	\$ N/A
8.3	Statutory Workers' Compensation Protection	As required by law	N/A
8.4	Auto Liability	N/A	

7. TERMINATION AND SUSPENSION PAYMENTS

7.1 Suspension or Termination for Convenience. 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 the Contractor under this Agreement as of the effective date of suspension or termination. This amount may be prorated. 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.

7.2 Final Invoice. 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.

<<<< 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 24-20**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY APPROVING AN FY25
PROFESSIONAL SERVICES AGREEMENT WITH
GOLDENEYE MEDIA ALASKA, AND FOR RELATED
PURPOSES.**

WHEREAS: the Borough has benefited from the assistance and expertise of Goldeneye Media Alaska and wishes to contract for continuing media and public relations services for FY25; and

WHEREAS: the Borough budgeted funds for this contract under the Mayor's Department Fund 01-02, Account #6400.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves a professional services agreement for FY25 with Goldeneye Media Alaska in an amount not to exceed \$70,000 in fees, and \$10,000 in reimbursable costs, for a total not to exceed contract amount of \$80,000, and authorizes the Mayor to execute any necessary documents required to execute the agreement.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:

PROFESSIONAL SERVICES AGREEMENT
Between Contractor and the NORTHWEST ARCTIC BOROUGH

Contract No.: FY25-02 Effective Date: July 1, 2024
NAME OF CONTRACTOR: Corey Mulder dba Goldeneye Media Alaska
EIN# 47-4036394 Business License # 1016633

Purpose of Contract: Contractor will provide general media and public relations consulting services to NAB as detailed in this Agreement.

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, an Alaska Municipal corporation (“NAB”), whose address is P.O. Box 1110, Kotzebue, Alaska 99572, and COREY MULDER DBA GOLDENEYE MEDIA ALASKA (the “Contractor”), whose address is 224 4th Street, Juneau, Alaska 99801.

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 Contract Manager. 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 Contract Manager, 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 Contract Manager. 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 Contract Manager 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 authorized under this Agreement 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 Contract Manager. 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.

4. INDEPENDENT CONTRACTOR

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained in this Agreement or otherwise communicated 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 under this Agreement, 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 Project without NAB's prior written approval.

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 Project, 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 Project; 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 \$75,000 or less and within the current fiscal year the Mayor executes this Agreement on behalf of the 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 seven (7) 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 this 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 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 on the Project 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 under this Agreement 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 vendor for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB”, it includes NAB or the Contract Manager 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 funds 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 in writing first to the Contract Manager for written review. If the Contractor disputes a decision of the Contract Manager, the Contractor may request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contract Manager’s decision, whether the decision is communicated informally or in writing. The Contract Manager shall issue his or her decision, or reconsideration decision, within 30 days of receiving the written request for review or reconsideration.

13.9.2 Unless the Mayor is the Contract Manager, any request for review of the Contract Manager’s decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contract Manager’s final 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.

13.10 Execution in Counterpart and Facsimile. This Agreement may be executed in counterpart and by electronic signature. When executed by all parties the counterparts shall be considered a single document and all electronic signatures considered as originals.

Approved this _____ day of _____ 2024.

NAB: NORTHWEST ARCTIC BOROUGH

P.O. Box 1110
Kotzebue, AK 99752

By: _____
Dickie Moto, Sr., Mayor

Date: _____

CONTRACTOR: COREY MULDER DBA GOLDENEYE
MEDIA ALASKA

224 4th Street
Juneau, AK 99801

By: _____
Corey Mulder

Date: _____

CONTRACT MANAGER:

Position/Title: _____

Full Name: _____

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

- (1) SCOPE OF SERVICES. Contractor shall provide media and public relations consulting services on an as-needed basis.

Contractor is responsible for the following:

- **Monthly Written Reports.** Contractor shall provide verbal reports in person or via teleconference as requested by NAB. Reports should detail specific issues that Contractor is addressing on behalf of the Assembly and report on other issues relevant to NAB.
- **Media Advice and Advocacy.** Contractor shall advise NAB on all media-related issues, provide strategic analysis of matters affecting NAB interests, and advocate on behalf of NAB as authorized by NAB. Contractor shall provide a media strategy plan to the Mayor for approval prior to commencement of any media messaging. Contractor will update the Assembly monthly on any feedback (positive and negative) received from the messaging efforts.
- **Time-Sensitive Reporting.** In addition to reports, Contractor shall monitor and immediately advise the Assembly of any activity deemed to be important to NAB's interests and shall provide adequate notice of all such matters as may require a timely response, by phone, email, or other efficient means.
- **Website Updates.** Contractor will work with NAB staff to keep the NAB website updated and provide regular Facebook updates.

- (2) SCHEDULE. The work to be performed under this Agreement shall be commenced on July 1, 2024, and shall be completed not later than June 30, 2025.

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.

Time extensions or variations from this schedule must be requested from the Contract Manager 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 Contract Manager.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

- Contractor is not authorized to terminate for convenience.
- Contractor may terminate this Agreement on 30 days' written notice of 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 Contractor the following fees as compensation for services actually rendered:

~~A. FIXED FEE PER TASK~~

~~Deliverable, Task or Phase _____ Fixed Fee~~

~~**A.1** 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) WITH CAP

<u>Type of Service</u>	<u>Hourly Billing Rate</u>	<u>Est. # Hours</u>
Videography	\$150/hr	
Editor	\$180/hr	
Graphic Designer	\$130/hr	
Corey (general oversight and consulting)	\$88/hr	

Estimated Hourly Rate Total: \$70,000

NOT TO EXCEED AMOUNT FOR SERVICES: \$70,000

B.1 All chargeable hours must be reasonable in light of the 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 increments no greater than ¼ hour.

B.2 Estimated hours 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 to perform work not requested or authorized by the Contract Manager.

B.3 The hourly rate includes overhead and profit of Contractor. 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

Monthly Fee Total: \$0,000.00

~~C.1~~ 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 Contract Manager.

~~C.2~~ The monthly rate includes all overhead and profit of Contractor.

2. REIMBURSABLE COSTS.

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 hereunder, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

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

2.1 Category: Travel

√ If Authorized	TYPE OF COST	RESTRICTIONS
√	Commercial air fare	Lowest available fare
	Charter air travel	
√	Local Village travel	
√	Hotel	Pre-authorized government rate
	Car rental	

2.2 Category: Miscellaneous support and supplies

<input checked="" type="checkbox"/> If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	
<input checked="" type="checkbox"/>	Meals	Individual meals
	Printer or commercial copy center costs	
	OTHER:	
	OTHER:	

Not to Exceed Subtotal this Category: \$10,000.00.

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>
N/A	N/A	N/A

4. TOTAL NOT TO EXCEED AMOUNT. Unless and until a Change Order is signed by Contractor and the Contract Manager, 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: **\$80,000.00**

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. The invoice shall legibly be itemized by task. 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, and hourly rate. 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 30 days after Contractor’s invoice is received by the Contract Manager 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.

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

	Insurance	Limit	Deductible Limit
8.1	Professional Liability	N/A	N/A
8.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$100,000.00	N/A
8.3	Statutory Workers’ Compensation Protection	As required by law	N/A
8.4	Auto Liability	N/A	N/A

7. TERMINATION AND SUSPENSION PAYMENTS

7.1 Suspension or Termination for Convenience. 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 the Contractor under this Agreement as of the effective date of suspension or termination. This amount may be prorated. 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.

7.2 Final Invoice. 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.

<<<< 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
RESOLUTION 24-21**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY AUTHORIZING AN FY25
PROFESSIONAL SERVICES AGREEMENT WITH ESPELIN
& ASSOCIATES LLC TO PROVIDE ACCOUNTING
SERVICES, AND FOR RELATED PURPOSES.**

WHEREAS: the Borough’s FY24 contract with its accounting service provider, Espelin & Associates LLC (Sarah D. Espelin), expires on June 30, 2024; and

WHEREAS: the Borough has benefited from the assistance and expertise of Espelin & Associates for several years and wishes to contract for ongoing accounting support services; and

WHEREAS: the Borough budgeted funds for this contract under Administrative/Finance Department Fund 01-03, Account #6460; and

WHEREAS: the Borough wishes to execute a contract with Espelin & Associates LLC to provide accounting services for FY25.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract with Espelin & Associates LLC in substantially the same form as accompanies this resolution for accounting services in an amount not to exceed \$110,000 in fees and \$10,000 in reimbursable costs, for a total not to exceed contract amount of \$120,000.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:

PROFESSIONAL SERVICES AGREEMENT
Between Contractor and the NORTHWEST ARCTIC BOROUGH

Contract No.: FY25-03 Effective Date: July 1, 2024
NAME OF CONTRACTOR: Espelin & Associates LLC
EIN#: 20-8836304 BUSINESS LICENSE #: 99105

SCOPE OF SERVICES: To provide accounting services for the Northwest Arctic Borough Finance Department 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, ESPELIN & ASSOCIATES LLC, whose address is PO Box 11370, Trapper Creek, Alaska 99683, (the “Contractor”).

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 \$75,000 or less and within the current fiscal year the Mayor executes this Agreement on behalf of the 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 _____ 2024.

NORTHWEST ARCTIC BOROUGH

CONTRACTOR
Espelin & Associates LLC

By: _____
Mayor Dickie Moto, Sr.

By: _____
Sarah D. Espelin

Date: _____

Date: _____

CONTRACTING OFFICER:

Position/Title: Finance Director

Full Name: Jade Hill

EXHIBIT A

SCOPE OF SERVICES AND SCHEDULE

(1) SCOPE OF SERVICES. The work which the Contractor is required to perform consists of the following tasks as directed by NAB:

The Contractor will coordinate with the Finance Director and will perform accounting/finance tasks as assigned by the Finance Director. These tasks may include, but are not limited to such as the following:

- Perform or review monthly/quarterly/annual grant reports.
- Prepare monthly financial report for the Mayor and Assembly.
- Reconcile all investments monthly and prepare the monthly Journal Entries for investments.
- Review and/or prepare monthly bank reconciliations.
- Prepare and/or review monthly/quarterly/annual contract and/or grant reports and perform drawdowns.
- Assist and prepare annual financial statement audit preparations.
- Assist and/or prepare annual General Fund budget and/or any amendments during the year.
- Provide assistance to the Finance Director and other Borough staff as directed or requested.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced effective on the 1st day of July 2024, and shall be completed not later than the 30th day of June 2025.

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:

Date Description of Deliverable

Not Applicable

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~~

Deliverable, Task Or Phase _____ Fixed Fee

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

- CPA: \$180/hr. in office; \$190/hr. on site in KOTZ.
- Staff: \$90/hr. in office; \$100/hr. on site in KOTZ.

- Travel time: \$90/hr. for 1 hour before flight time to/from ANC/KOTZ to hotel/office arrival time.

- All direct travel expenses such as airfare, lodging, airport parking, cab fare and per diem (\$75/day) will be billed to the Borough under this Agreement for all on site trips and addressed in Section 2 below.

Estimated Contract Amount: \$110,000

B.1 All chargeable hours and fees must be reasonable in light of the 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 financial management 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: \$ _____

~~C.1~~ 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.

~~C.2~~ 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:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

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

2.1 Category: Travel

√ If Authorized	TYPE OF COST	RESTRICTIONS
✓	Commercial air fare	Anch: (1 @ \$650 ea.) Other:

		– lowest available fare.
	Charter air travel	N/A
	Local Village travel	N/A
✓	Hotel	# nights at \$240 each
	Car rental	# days at \$ _____ per day

2.2 Category: Miscellaneous support and supplies

✓ If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	
	In-house copies	at _____ cents per copy
	Printer or commercial copy center costs	
✓	OTHER: per diem \$75/day	
✓	OTHER: parking and cab fare	

Not to Exceed Subtotal this Category: \$ 10,000.

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	N/A	N/A

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: **\$120,000.**

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

	Insurance	Limit	Deductible Limit
6.1	Professional Liability	\$500,000	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 the 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
RESOLUTION 24-22**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY AUTHORIZING AN FY25
PROFESSIONAL SERVICES AGREEMENT FOR LEGAL
SERVICES WITH LANDYE BENNETT BLUMSTEIN LLP,
AND FOR RELATED PURPOSES.**

WHEREAS: Section 2.11(3) of the Northwest Arctic Borough Home Rule Charter provides that: “There shall be a Borough Attorney appointed by the Mayor and be subject to confirmation by the Assembly”; and

WHEREAS: Section 2.20.010 of the Borough Code provides that the Borough Attorney is appointed by the Mayor subject to confirmation by the Assembly; and

WHEREAS: Landye Bennett Blumstein LLP is the Borough Attorney, duly appointed and confirmed pursuant to the Borough Charter and Code; and

WHEREAS: the Mayor has determined that renewing the Borough Attorney contract on similar terms and conditions as the previous fiscal year is in the Borough’s best interest; and

WHEREAS: The FY25 Borough legal services budget and proposed contract reflect an appropriation for the work of the Borough Attorney to be divided in the contract as follows:

General Fund Legal Fees:	\$210,000
Village Improvement Fund:	\$ 15,000
<u>Reimbursable Expenses:</u>	<u>\$ 15,000</u>
NOT TO EXCEED	\$240,000

WHEREAS: the Borough budgeted funds for this contract under the Mayor’s Department Fund 01-02, Account #6450 and the Village Improvement Fund 02-00, Account #6450.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract in substantially the same form as accompanies this resolution for legal services with Landye Bennett Blumstein LLP for the 2025 Fiscal Year, for a total not to exceed contract amount of \$240,000.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST:

PROFESSIONAL SERVICES AGREEMENT
Between Contractor and the NORTHWEST ARCTIC BOROUGH

Contract No.: FY25-04 Effective Date: July 1, 2024
NAME OF CONTRACTOR: Landye Bennett Blumstein LLP
EIN#: 93-0659437 BUSINESS LICENSE #: 302337

SCOPE OF SERVICES: To provide legal services to the Northwest Arctic Borough in connection with the general business of the Borough, and to represent the Northwest Arctic Borough as its general counsel.

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 Landye Bennett Blumstein LLP, doing business in Alaska, whose address is 701 West Eighth Ave., Suite 1100, Anchorage, Alaska 99501, (the “Contractor”).

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, 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 sub-Contractors or subcontractors in conjunction with the Project 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 Project, 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 Project; 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 \$75,000 or less and within the current fiscal year the Mayor executes this Agreement on behalf of the 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 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 and where otherwise permitted by the Alaska Rules of Professional Conduct for attorneys.

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 on the Project 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 herein, 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 supercedes 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 hereunder 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 his 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.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, and delivered by facsimile or other electronic transmission, each of which, when executed, will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

Approved this ___ day of _____ 2024.

NORTHWEST ARCTIC BOROUGH

P.O. Box 1110
Kotzebue, AK 99752

By: _____
Dickie Moto, Sr.
Date: _____

LANDYE BENNETT BLUMSTEIN LLP

701 W. Eighth Ave., Suite 1100
Anchorage, AK 99501

By: _____
Matt Mead
Date: _____

CONTRACTING OFFICER:
Position/Title: Mayor
Full Name: Dickie Moto, Sr.

EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE

(1) SCOPE OF SERVICES. The work that the Contractor is required to perform consists of the following:

Provide legal services to the Northwest Arctic Borough in connection with the general business of the Borough, including additional work for the Village Improvement Commission, and to represent the Northwest Arctic Borough as the Borough Attorney and its general counsel. Contractor may also be hiring third-party consultants to assist the Borough while maintaining attorney-client confidentiality.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced effective on the 1st day of July 2024, and shall be completed not later than the 30th day of June 2025.

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.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

Contractor is not authorized to terminate for convenience.

Contractor may terminate this Agreement upon 15 days' written notice of convenience consistent with the Alaska Rules of Professional Conduct for attorneys.

<<<< 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 TASK**~~

~~Deliverable, Task Or Phase _____ Fixed Fee~~

~~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)

Matt Mead will be the attorney with primary responsibility for providing legal services to NAB and representing NAB as its general counsel. Contractor will provide services at the following rate:

Attorney	Rate
Mead, Matt	\$250
Need, Leslie	\$250
Iverson-Kaufman, Karl	\$250
Dunn, Kim	\$250
Blumstein, Phil	\$250
Other Partners	\$240
Associates	\$205

Matt Mead’s normal hourly rate for other clients is \$425 per hour. From time to time, it will be necessary for other individuals (partner attorneys, associates, or paralegals) to work on NAB matters. In that event, NAB will be charged at that attorney or paralegal’s lower hourly rate. Other attorneys in the Borough Attorney’s law firm may provide specialized advice at higher rates on a limited basis. The hourly rates of individual attorneys are subject to change in the ordinary course of business, but total fees will not exceed the amount specified below, subject to change order.

Contractor expects that it may be necessary for the Borough Attorney to engage economists, mining consultants, and other professionals to assist NAB. Contractor will obtain the Mayor’s preapproval for any third-party expenses.

<u>Type of Service</u>	<u>Estimated Blended Hourly Billing Rate</u>	<u>Estimated Total Fees</u>
General Direct Legal Services (Estimated Blended Rate)	\$225.00	\$210,000
Village Improvement Fund	\$225.00	\$ 15,000
	Estimated Contract Amount:	<u>\$225,000</u>
	NOT TO EXCEED AMOUNT FOR SERVICES:	<u>\$225,000</u>

B.1 All chargeable hours must be reasonable in light of the 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 1/10 hour increments.

B.2 Estimated fees and costs 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 to perform work not requested or authorized by the Contracting Officer.

B.3 The hourly rate includes overhead and profit of Contractor. 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: \$ _____

~~C.1 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.~~

~~C.2 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 hereunder, if this Section 2 is designated as applicable, as follows: Only the categories of expenses that are specifically authorized below shall be eligible for reimbursement.

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

2.1 Category: **Travel**

√ If Authorized	TYPE OF COST	RESTRICTIONS
✓	Commercial air fare – lowest available fare	Lowest available fare
	Charter air travel	N/A
	Local Village travel	N/A
✓	Hotel	Arranged by NAB
	Car rental	# days at \$ _____ per day

2.2 Category: **Miscellaneous support and supplies**

√ If Authorized	TYPE OF COST	RESTRICTIONS
	Long distance telephone	N/A
	In-house copies	N/A
✓	Extraordinary phone, copy and delivery	\$15
	Other Contractual Expert Advice	N/A

Not to Exceed Subtotal this Category: \$ 15,000

Contractor will charge NAB for actual costs of transportation, food, and lodging while Contractor is on NAB business, as well as extraordinary costs for postage,

photocopying, teleconferencing, express delivery, and third-party or other extraordinary services. Contractor will not charge NAB for ordinary costs of routine postage, telephone, and copying.

Direct fees for the services of the Borough Attorney are estimated at \$225,000. Third-party consultant fees may be variable and will be deducted out of the fee estimate. Reimbursable travel expenses and costs are estimated at \$15,000.

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. 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:

TOTAL NOT TO EXCEED AMOUNT: \$240,000

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

5.1 Invoice. A statement of fees and costs will be sent to NAB monthly. The statement of fees and costs shall legibly itemize the tasks or deliverables addressed or completed and itemized reimbursed costs.

5.2 Payment due date. NAB agrees to pay valid invoices from Contractor within 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 Advance payment. NAB will not be required to make any advance payment of fees for general legal services. However, from time to time it may be necessary for NAB to make advance payments in order to pay extraordinary, unexpected fees and costs, such as may be necessary prior to any trial or to defray extraordinary transportation costs.

5.4 Contractor's delay. Any claim for payment for services or expenses submitted more than 60 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.

5.5 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. In the unlikely event there is difficulty in paying Contractor’s billings, or Contractor billings exceed the amount approved by NAB, Contractor would contemplate meeting with either the Mayor or Assembly as these circumstances require to discuss the issue. If questions of payment of Contractor’s billings cannot be resolved, Contractor reserves the right to withdraw from representation consistent with the Alaska Rules of Professional Conduct for attorneys. If that were to become necessary, NAB agrees to cooperate and to execute any documents necessary to permit Contractor’s withdrawal.

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

	Insurance	Limit	Deductible Limit
6.1	Lawyers Professional Liability	\$10,000,000	\$ 50,000
6.2	General Liability	\$2,000,000	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 the 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. The 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. The 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.

3. Contractor may from time to time communicate with NAB by email to provide timely and responsive service. The Alaska Bar Association requires Contractor to advise NAB that the confidentiality of unencrypted email is not assured. If NAB prefers, Contractor will communicate by more traditional means. NAB shall notify Contractor of its communication preference as circumstances may require.

4. The hourly rates of individual attorneys are subject to change in the ordinary course of business.

5. Notwithstanding any other provisions of this Agreement, NAB shall have the right to resolve any dispute regarding fees as permitted under the Alaska Bar Association Rules for Fee Dispute Resolution.

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 24-23**

**A RESOLUTION OF THE NORTHWEST ARCTIC
BOROUGH ASSEMBLY PROVIDING FOR A
SUPPLEMENTAL FY25 LOCAL CONTRIBUTION TO
EDUCATION.**

WHEREAS: as a home rule borough, the Northwest Arctic Borough is required to provide a local contribution to education; and

WHEREAS: the State of Alaska requires that the Borough contribute a minimum of \$2,304,357 toward education for FY25 based on 2.65 mils of the Borough's full-value determination; and

WHEREAS: under Resolution 24-10, the Northwest Arctic Borough established an initial contribution in support of education with a total general fund appropriation in the amount of \$6,568,263 for FY25; and

WHEREAS: following adoption of the Borough's FY25 budget under Ordinance 24-07, the Northwest Arctic Borough established an additional contribution in support of education in an amount of \$1,500,000 with a total general fund appropriation in the amount of \$8,068,263 for FY25.

NOW THEREFORE BE IT RESOLVED: that the Northwest Arctic Borough Assembly hereby establishes the total local contribution in aid of education in the amount of \$8,068,263 for FY25.

PASSED AND ADOPTED THIS 25th DAY OF JUNE 2024.

Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JUNE 2024.

Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JUNE 2024.

Stella Atoruk, Borough Clerk

ATTEST: