

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

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

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

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

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

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

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

PASSED AND APPROVED THIS 27th DAY OF AUGUST 2024.



Nathan Hadley, Jr., Assembly President

PASSED AND ADOPTED THIS 27th DAY OF AUGUST 2024.



Dickie Moto, Sr., Mayor

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



Stella Atoruk, Borough Clerk

ATTEST:





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Public Safety

VILLAGE PUBLIC SAFETY OFFICER DIVISION
Office of the Director

5700 East Tudor Road
Anchorage, Alaska 99507
Main: 907.334.2243
Fax: 907.375.6416

July 15, 2024

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

Dear Mayor Moto:

I am pleased to award the Village Public Safety Officer (VPSO) grants for the state fiscal year 2025. Enclosed is NAB's VPSO grant amount of \$1,639,001.00 for FY 2025.

Over the past two years, substantial progress has been made to enhance the VPSO programs across the state. The Legislature's VPSO Working Group and the efforts of the Rural Legislators, culminating in the passage of Senate Bill 81 (SB81), have been pivotal in implementing crucial changes and increasing the program's flexibility.

Under Commissioner Cockrell's leadership, the Department of Public Safety (DPS) has demonstrated its commitment to rural Alaska by creating the VPSO division and appointing a division director. Together we have accomplished an increase the number of funded VPSO positions from 75 to 85, implemented the Rural Public Safety Officer position across the state, and successfully advocated for and received approval in this year's budget for an additional \$2.50 per hour raise for VPSOs. Each respective program has shown successes, utilizing the flexibility in their grants to address the specific needs of their regions and communities.

The VPSO program has experienced a revitalization of its collaborative spirit, fostering open discussions and innovative ideas to enhance public safety in rural Alaska. This renewed cooperation has already yielded successes in hiring, supporting, retaining, recruiting, and training officers. For 45 years, the VPSO program has been a model of innovation, prioritizing strong relationships and collaboration between tribes, villages, grantee organizations, and the department. These partnerships are the cornerstone of the program's success.

I am committed to further strengthening this collaborative spirit to ensure continued progress and effectiveness, and to supporting you in any way possible to enhance our service to the communities through this vital public safety initiative.

Quyana,

A handwritten signature in blue ink, appearing to read "James Hoelscher".

James Hoelscher, Division Director
Village Public Safety Officer Operations

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



**VILLAGE PUBLIC SAFETY OFFICER
PROGRAM GRANT AGREEMENT**

TO

Northwest Arctic Borough

FOR STATE FISCAL YEAR 2025

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

State of Alaska

Department of Public Safety

Village Public Safety Officer Program Grant Recitals

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

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

GRANTEE

James Hoelscher
Director, VPSO Division

Dickie Moto
Mayor, Northwest Arctic Borough

Date

Date

DEPARTMENT OF CORRECTIONS

Dusty Dumont
Director, Division of Probation and Parole

Date

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

A. GENERAL PROVISIONS

1.0 Definitions

1.1 In this Grant Agreement, unless the context requires otherwise,

- 1.1.1 “Alaska State Trooper Command Staff” or “AST” means commissioned members of the Alaska State Troopers.
- 1.1.2 “Commissioner” means the Commissioner of the Department of Public Safety.
- 1.1.3 “Department” means the Village Public Safety Officer Division, Department of Public Safety (DPS).
- 1.1.4 “Director” means the Director of the Village Public Safety Officer Division within the Department of Public Safety.
- 1.1.5 “DPS VPSO Program Coordinator” means the Department’s statewide program coordinator.
- 1.1.6 “DPS VPSO Training Manager” means the person assigned by the Department to coordinate officer training and support for the VPSO Division.
- 1.1.7 “Governing body” means the elected city council, tribal council, or elders council that the state or Grantee recognizes as having governmental functions.
- 1.1.8 “Grantee” means a Nonprofit regional corporation, Alaska Native organization, organized borough or municipal government granted funds for a Village Public Safety Officer program under AS 18.65.
- 1.1.9 “Grantee’s region” or “its region” means the participating villages that the Grantee serves.
- 1.1.10 “Oversight or Support Trooper” – Trooper designated by the local detachment to the village supporting said VPSO.
- 1.1.11 “SOP” or “SOP manual” refers to the VPSO Standard Operating Procedures Manual.
- 1.1.12 “Scope of Work” means the appointment, training, supervising, and retaining of persons to serve as a VPSO to provide protection of life and property in rural areas and provide probation and parole supervision, as defined under AS 18.65.670.
- 1.1.13 “State” means the State of Alaska, and includes its departments, agencies, employees, agents and officials.
- 1.1.14 “VPSO” means a person employed by the Grantee as a Village Public Safety Officer under AS 18.65.672 and this Grant.
- 1.1.15 “VPSO Coordinator” means a person employed by the Grantee who supervises the VPSOs and manages the VPSO Grant.
- 1.1.16 “VPSO Program” means a Village Public Safety Officer Program established under AS 18.65.670.

A. GENERAL PROVISIONS

2.0 Limitation

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

3.0 Term and Termination

- 3.1 The term of this Grant Agreement begins July 1, 2024, and ends June 30, 2025.
- 3.2 The term of this Grant Agreement may be extended for additional periods by written agreement of the Parties.
- 3.3 The Department may terminate this Grant Agreement, in whole or in part, in accordance with AS 18.65.670 in Appendix D.
- 3.4 In the event of termination, the Department is liable to the Grantee for payment for services rendered by the Grantee up to the effective date of termination.
- 3.5 The Grantee may terminate this Grant Agreement upon 60 days written notice provided to the State.

4.0 Assignment and delegation

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

5.0 No reimbursement for additional services

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

6.0 No employment relationship

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

A. GENERAL PROVISIONS

7.0 Compliance with laws

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

AS 18.65.670-688, Village Public Safety Officers Program.

13 AAC 96, Village Public Safety Officer Program.

2 AAC 45.010, State of Alaska Audit Requirements.

AS 18.80.200, Unlawful Employment Practices.

8.0 Inspection of premises, records, and reports

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

9.0 Retention of records

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

10.0 Dispute Resolution

- 10.1 Any dispute relating to this Grant Agreement that is not resolved by mutual agreement between the DPS VPSO Program Coordinator and the Grantee's VPSO Coordinator shall be submitted to the Director of the Village Public Safety Officer Division. The Director's decision shall be in writing and shall be issued within 10 days of the date the dispute is submitted.

A. GENERAL PROVISIONS

- 10.2 The Grantee may appeal the Director's decision in writing to the Commissioner within 30 days from the date of receipt of the Director's decision. Pending the Commissioner's decision, the Grantee will continue to perform services under this Grant Agreement in accordance with the Director's decision.
- 10.3 The Commissioner shall issue a written decision within 30 days of the date the appeal is submitted. The Commissioner's decision is the final administrative decision of the Department and may be appealed in accordance with applicable court rules.
- 10.4 The Superior Court for the State of Alaska, Third Judicial District at Anchorage, shall have jurisdiction and venue over an appeal of a decision by the Commissioner.
- 10.5 The provisions of this Grant Agreement shall be construed in accordance with the laws of the State of Alaska.

A. GENERAL PROVISIONS

11.0 Notices

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

11.1.1 For the Department, the DPS VPSO Program Coordinator:

Dianna Thornton

DPS VPSO Program Coordinator 2

Village Public Safety Officer Division

5700 E. Tudor Road

Anchorage, Alaska 99507

11.1.2 For the Grantee, the VPSO Coordinator:

Joshua Harville

VPSO Program Coordinator

Northwest Arctic Borough (NAB)

PO Box 1110

Kotzebue, AK 99752

B. SCOPE OF WORK

1.0 Responsibilities of Grantee

- 1.1 The Grantee shall, in accordance with AS 18.65.670 and 13 AAC 96.040 and subject to funds allocated to the Grantee under this Grant Agreement, administer a VPSO program to communities and villages in the region or regions for which it is responsible. The Grantee will determine which communities/villages within its region are provided with a VPSO, taking into consideration the need of the village and its willingness and ability to support VPSO activities under 13 AAC 96.040.
- 1.2 The Grantee shall enter into agreements with villages under 13 AAC 96.050 and shall employ VPSOs qualified in accordance with AS 18.65.672.
- 1.3 The Grantee shall make written notification to the Department within 3 working days when a VPSO is hired, transfers to another community, or separates from their program per AS 18.65.670.
- 1.4 Upon notification to the Department, the Grantee may:
 - 1.4.1 Assign a VPSO from one community/village to another, within the region in which it administers a VPSO program;
 - 1.4.2 Employ a VPSO to work an alternate work schedule, including but not limited to a week on week off, or a 2 week on and off, or a rover schedule;
 - 1.4.3 Designate, or deploy as needed, a VPSO on special assignment outside of the VPSO's assigned community/village for law enforcement related activities (Field Training, Search and Rescue, additional Law Enforcement, or public safety presence). When feasible, these activities will be coordinated before the event with the Grantee's AST detachment point of contact either by verbal or written communication. The intent is to ensure effective use of logistical support, accommodating the community's public safety needs.
 - 1.4.4 Temporarily assign a VPSO, when requested by another Grantee to the requesting Grantee's region.
- 1.5 The scope of this Grant is to provide funding to appoint, train, supervise, support, and retain persons to serve as VPSOs, per AS 18.65.670. Under 13 AAC 96.010, a grant recipient may provide participating villages with public safety, including VPSO and supporting positions, services, equipment, and facilities that advance rural public safety.
 - 1.5.1 Funding for the Grantee will be based on this scope of work, approved activities, and the budget submitted with the Grant application.
 - 1.5.2 Purchases related to the scope of work are to follow the Grantee's procurement policies and may be delegated by the Grantee to the VPSO Coordinator.

B. SCOPE OF WORK

- 1.6 The Grantee may permit a VPSO meeting the qualifications under AS 18.65.678 to carry a firearm in the performance of their duties. The Grantee shall:
 - 1.6.1 Notify the Department and submit a written report within 3 working days about an incident where a VPSO points a firearm in the direction of any person or discharges a firearm while on duty or in uniform;
 - 1.6.2 Provide, for Department review, the name of each VPSO that is authorized to carry a firearm.
- 1.7 The salary schedules for VPSO positions, included within Appendix A to this Grant Agreement, will be reviewed annually. The Grantee will not be reimbursed under this Grant Agreement for any VPSO salary greater than provided in the schedule, and must comply with the other provisions of Appendix A. It will be the decision of the Grantee to determine what benefits will be provided to the Village Public Safety Officers. The total benefit package will not be less than that which is provided to regular employees of the Grantee.
- 1.8 The Grantee may expense the salary for a VPSO that is placed on paid administrative leave for up to five (5) days with funds allocated under this Grant Agreement. Additional paid administrative leave days may be expensed to the grant after consultation with the DPS VPSO Program Coordinator.
- 1.9 A Department background investigation conducted under AS 18.65.674, which includes criminal investigations and criminal history records, is criminal justice information. The Grantee shall not release or confirm the existence or nonexistence of criminal justice information to any person, not authorized to receive the information, per AS 12.62.160 and the FBI Security Policy.
- 1.10 Disclosure by the Grantee of an ongoing criminal investigation could jeopardize an investigation; therefore, the Grantee agrees to keep any criminal justice information or knowledge of a criminal investigation including an investigation into a VPSO or VPSO Coordinator confidential and will not disclose any information related to an investigation or criminal justice information received from the Department.
- 1.11 The individual designated by the Grantee to review the results of an investigation conducted by the Department shall not store, retain, share, or disseminate in any manner the results of a Department investigation which includes criminal justice information.
- 1.12 The Grantee may employ a VPSO Coordinator to serve as the primary liaison with the Department. The Grantee may use funds from this Grant Agreement, to pay the salary of a VPSO Coordinator for activities that are related to the management of the Grantee's VPSO Program.
 - 1.12.1 The VPSO Coordinator or Grantee designee must obtain a criminal justice information security clearance from the Department to review the result of the background investigation if the Department conducts one on a VPSO applicant as authorized under AS 18.65.674.

B. SCOPE OF WORK

- 1.12.2 The VPSO Coordinator or their designee will make every reasonable effort to attend all required program meetings scheduled by the Department.
- 1.12.3 The VPSO Coordinator or their designee may be required by the Department to attend trainings, workshops, or other professional development activities. Any expenses for such activities shall be paid by the Department either directly or may be expensed to the budget given under this Grant Agreement. This does not prevent the VPSO Coordinator from attending other professional development activities to be paid under this Grant Agreement.
- 1.13 The Grantee may authorize leave without pay. During leave without pay in circumstances governed by state or federal law, including but not limited to Family Medical Leave Act (FMLA) or Alaska Family Leave Act (AFLA), health insurance and other insurance coverage, will be paid following state or federal law. For all other leave without pay circumstances all benefits will cease being covered by this Grant Agreement. In circumstances not mandated by state or federal law, health or other insurance coverage will not be reimbursed beyond the end of the month during which the leave without pay began. This does not restrict the Grantee from using other funds not related to this Grant Agreement.
- 1.14 The Grantee shall make progress reports in the manner and at the times the Department reasonably requires.
- 1.15 The Grantee shall retain sufficient documentation to allow an annual detailed financial and program review of its performance of this Grant Agreement. Upon request and when given reasonable time to respond, the Grantee shall provide such documentation to the Department.
- 1.16 The Grantee shall provide, for the Department's review, annual financial audits that satisfy the requirements of 2 AAC 45.010. This report will be due the earlier of 30 days after the Grantee receives its audit report, or nine months after the initial expiration date of the previous grant period, unless a later report is permitted by the Department in conformance with 2 AAC 45.010(b). Single audits do not entirely eliminate the possibility that additional audit work may be required. The Department may, under certain conditions, conduct or request a program evaluation. However, in no event shall a Grantee be subject to additional audit(s) for periods preceding the most recent Grant Agreement end.
- 1.17 Before employing a VPSO under this Grant Agreement, the VPSO Coordinator shall provide to the Department, documents required by the Department including the Department background clearance documentation, personal medical forms, completed application, proof of age, citizenship status, education, and fingerprints for VPSO applicants. These documents will be used by the Department to verify the eligibility of the applicant and to perform a fingerprint-based Criminal Justice Security Clearance as required under AS 18.65.674.

B. SCOPE OF WORK

- 1.18 The Grantee will ensure, with the cooperation of the Department, that VPSOs employed for the Grantee will adhere to the Department of Public Safety Operating Procedures Manual, the VPSO certification training, other approved training received, and the VPSO Standard Operating Procedure (SOP) manual, included as Appendix C to this Grant Agreement.
- 1.19 The SOP manual contains standard procedures relevant to the VPSOs duties and responsibilities as Peace Officers in relation to their public safety responsibilities and law enforcement actions.
 - 1.19.1 The SOP manual is a procedural document for VPSOs, VPSO Coordinator, and the Department, and shall not supersede or override laws or regulations.
 - 1.19.2 The SOP manual is designed to provide standardized guidance and instructions to the VPSO related to the performance of their duties. Each VPSO is responsible to understand and follow the intent and spirit of the SOP manual.
 - 1.19.3 Violations of the SOP manual may form the basis for administrative action by the Grantee and may result in disciplinary action, up to and including dismissal. Violations may also result in revocation of VPSO certification by the Department.
 - 1.19.4 The SOP manual shall be updated or changed only after consultation with the participating Grantees. The SOP manual or sections of the manual will be reviewed annually by the Department and the Grantees. Suggestions and recommendations from either the Department or Grantees may be considered throughout the year for adoption into the SOP manual. Until revisions are adopted into a new SOP manual, the most recent SOP manual shall remain applicable. The recommendations will be made to the Department and Grantees for final review and adoption by mutual consent between the Grantees and Department.
 - 1.19.5 The Grantee will ensure, with the cooperation of the Department, that armed VPSOs will adhere to the qualifications and training standards in the approved SOP manual.
 - 1.19.6 Emergency changes to the SOP manual due to changes in law or best practice will only be made after consultation and notification is provided in writing to the Grantee.
 - 1.19.7 Due to the unique nature and activities of a VPSO program the SOP manual ensures compliance with law enforcement and public safety procedures and best practices. The procedures contained in the SOP manual apply to all VPSOs.
- 1.20 Due to the nature and activities of a VPSO program the Grantee will coordinate non-Department provided training with the DPS VPSO Training Manager to ensure compliance with State law and training practices.

B. SCOPE OF WORK

- 1.21 The Grantee will ensure that the VPSO attempts to make a minimum of one monthly contact with the designated Oversight or Support Trooper.
- 1.22 The Grantee will notify the Department within 24 hours of any criminal complaints against a VPSO or VPSO Coordinator received by the Grantee.
- 1.23 VPSOs attending the VPSO academy training will be required to meet any minimum physical fitness standards for enrolling in and graduating from VPSO certification training.
- 1.24 The Grantee shall execute a memorandum of understanding (MOU) with the State of Alaska Department of Law regarding the disclosure of *Brady/Giglio* materials in accordance with *State v. Stacy*, 500 P.3d 1023 (Alaska App. 2021). The Grantee recognizes that the Alaska Department of Law will not accept cases for prosecution unless the Grantee has executed a *Brady/Giglio* MOU.

2.0 Responsibilities of the Department

- 2.1 The Department shall coordinate with the Grantee for the timely processing of VPSO applications.
 - 2.1.1 If a VPSO applicant is denied by the Department clearance to criminal justice information, due to a misdemeanor criminal conviction which does not disqualify the applicant from eligibility as a VPSO, after consultation with the VPSO Coordinator, the Department may seek a waiver except where the applicant has been convicted of a crime involving dishonesty, moral turpitude or theft. Under no circumstances shall the Department seek a waiver for the conviction of a felony.
- 2.2 The Department will consult with and provide operational oversight to VPSOs and provide technical assistance and advice on matters relating to public safety and law enforcement.
 - 2.2.1 An Alaska State Trooper acting in the capacity of an Oversight or Support Trooper may conduct a minimum of two (2) on-site visits per year with each VPSO. The Trooper may at a minimum make monthly contact with the VPSO. Travel will be coordinated to the maximum extent possible with visits by the VPSO Coordinator.
 - 2.2.2 The Trooper may report the observations of each VPSO's performance to the VPSO Coordinator within 5 working days of the on-site visit and, as appropriate, make suggestions for improvement and report positive performance and information.
 - 2.2.3 If the Department believes a VPSO is not performing satisfactorily, or by the standards of AS 18.65.686, the Department shall notify the VPSO Coordinator as soon as reasonably possible.
 - 2.2.4 Disagreements concerning the employment of a VPSO are subject to the dispute resolution provisions of Part A. General Provisions of this grant agreement.

B. SCOPE OF WORK

- 2.3 The Department shall provide certification training for VPSOs meeting the requirements of AS 18.65.676 and 18.65.678.
- 2.3.1 Upon request from the VPSO Coordinator the Department may provide initial field training and mentoring to VPSOs.
 - 2.3.2 The Department may provide continuing training to VPSOs, both on-site in the villages and in regional or state population centers in consultation with the VPSO Coordinator.
 - 2.3.3 Travel arrangements made by the Department shall comply with the State of Alaska rules on travel expenses and per diem.
 - 2.3.4 Training by or through the Department will be coordinated with the VPSO Coordinator.
 - 2.3.5 During training provided by the Department, the VPSO shall adhere to the rules of the training facility, the SOP manual, the OPM and the Department. Violation of a training rule may be grounds for expulsion from the training.
 - 2.3.6 If a VPSO who is directed to participate in training fails to show up for that training, refuses to participate, is discharged from the training or terminates the training without cause; disciplinary action may be recommended to the Grantee, and the Department may seek reimbursement of any training costs from the Grantee.
 - 2.3.7 The Department will make a reasonable effort to consult with the VPSO Coordinator to discuss any training concerns regarding a VPSO. The Department and the Grantee will jointly determine a resolution through the consultation process.
 - 2.3.8 The Department will notify the Grantee about an incident where a VPSO points any firearm in the direction of any person or fires any firearm while on duty.
 - 2.3.9 The Department will notify the Grantee within 24 hours of any criminal arrest or charges filed against a VPSO or VPSO Coordinator forwarded by the Department. The Department may notify the Grantee of a criminal investigation involving a VPSO or VPSO Coordinator as a suspect dependent upon the investigative nature and status of the incident.
- 2.4 If the Department acts under AS 18.65.684 to deny or revoke a VPSO certificate held by a VPSO while an employee of the Grantee, the Department shall provide the Grantee with written notice of the denial or revocation of a VPSO certificate.

3.0 Equipment

- 3.1 The Department will issue accountable and sensitive property, when requested by the VPSO Coordinator, to a VPSO as outlined in the Standard Operating Procedure (SOP) manual, and OPM.

B. SCOPE OF WORK

- 3.1.1 Each VPSO is responsible for keeping all Department-issued supplies and equipment secure and in good condition.
- 3.1.2 The Department, in consultation with the Grantee, may require the VPSO to reimburse the Department for supplies or equipment lost or damaged due to gross negligence, unless the Grantee chooses to reimburse the Department.
- 3.1.3 The Department will provide an inventory of accountable property issued to a VPSO at the request of the VPSO Coordinator.
- 3.2 The VPSO Coordinator shall assist the Department in conducting an annual inventory of Department-issued accountable property and provide that information to the Department prior to December 31 each year.
- 3.3 The Department may verify the inventory of Department-issued supplies or equipment during on-site visits to the villages. All discrepancies will be addressed to the VPSO and VPSO Coordinator for resolution.
- 3.4 Upon a VPSO separating from employment, the VPSO Coordinator is responsible to return to the Department all accountable property issued to the VPSO unless the Department agrees to alternative arrangements.
- 3.5 Program supplies and equipment not directly issued by the Department, shall become the property of the Grantee, with all rights and responsibilities associated with ownership of the equipment, with limitations as noted in Sections 4.0 and 5.0 below.
- 3.6 Grantee will maintain an inventory of all equipment purchased under this Grant Agreement and make it available for review by the Department.
- 4.0 Motorized vehicles and other conveyances
 - 4.1 Motorized vehicles and other conveyances, such as all-terrain vehicles, motorcycles and water vessels of any size, purchased under this Grant Agreement, are to be used for official business in support of a VPSO program or by Grantee policies.
 - 4.2 Except for emergencies, motorized vehicles used in support of the VPSO Program shall not be rented, leased or loaned to another person or organization without written approval from the Department.
 - 4.3 The operation of motorized vehicles used in support of a VPSO Program is limited to VPSOs, or Grantee employees who are performing duties that are directly in support of the VPSO mission.

B. SCOPE OF WORK

- 4.3.1 Motorized vehicles and other conveyances may be equipped with warning lights compliant with state law and visible markings to include decals or other devices designating the vehicle as a VPSO response vehicle.
- 4.3.2 Motorized vehicles and other conveyances that are clearly designated as VPSO response equipment as noted in paragraph 4.3.1 with visible markings and or lighting are to be operated only by uniformed VPSO or Alaska State Troopers, except in an emergency.
- 4.4 All motorized vehicles shall be operated in compliance with all appropriate laws, and by the manufacturer's recommendations for safe operation. The VPSO shall wear all required safety gear, to include seat belts, harnesses, helmets, protective eye wear, and flotation devices.
- 4.5 A motorized vehicle assigned to a VPSO may be taken home at night and on weekends for the convenience and/or security of the vehicle, or for after-hours response.
- 4.6 In the furtherance of this agreement the Alaska State Troopers during official state business are allowed to operate the Grantee's VPSO motorized vehicles and conveyances when available and in coordination with the VPSO and/or the VPSO Coordinator.
 - 4.6.1 Any damages or liability issues arising from Alaska State Troopers' use of the VPSO equipment will be covered by the State of Alaska self-insurance process or applicable policies and procedures.
- 5.0 Replacement and disposal of motorized vehicles and other conveyances
 - 5.1 Motorized vehicles and other conveyances shall be replaced, subject to available budget, when they are at the end of their economic life or are no longer safe or reliable to perform their intended function.
 - 5.1.1 Economic life is that point where the cost to continue to use the vehicle or conveyance, including time loss to users (downtime), cost of repairs and maintenance, and other costs, exceeds the cost of replacement and maintenance of another unit.
 - 5.1.2 Warning lights and visible markings including decals or other devices will be removed from all VPSO response vehicles before disposal.

C. INDEMNIFICATION AND INSURANCE

1.0 Indemnification

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

2.0 Insurance

- 2.1 The Grantee is required in AS 18.65.670 to maintain insurance, independently, or with the assistance of the Department, which includes coverage for premiums as follows:
 - 2.1.1 Workers' compensation insurance as required under AS 23.30;
 - 2.1.2 Comprehensive general liability insurance, including professional practice insurance for police with
 - 2.1.2.1 A limit not less than \$1,000,000; and
 - 2.1.2.2 The state, including an officer, employee, or agent of the state, listed as an additional named insured.
- 2.2 If the Department aids the Grantee in the coordination of a police liability policy:
 - 2.2.1 Before July 1 of this grant period, the Grantee shall provide the Department a written list of communities served under this Grant Agreement.
 - 2.2.2 The Department shall ensure the Grantee is provided a copy of the current certificate of insurance evidencing such coverage issued by an insurer licensed to transact the business of insurance under AS 21.
- 2.3 Without limiting the Grantee's indemnification, it is agreed the Grantee may purchase from funds provided under this Grant Agreement and will maintain in force at all times during the period of this agreement comprehensive Automobile Liability Insurance covering vehicles used in the performance of services under this Grant Agreement, with coverage limits not less than \$100,000 per person and \$300,000 per occurrence bodily injury, and \$50,000 property damage.
- 2.4 Certificates of Insurance must be furnished to the Department and must provide for a 30-day prior notice of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Grant Agreement.

D. GRANT FUNDS

1.0 Grant Agreement Amount

- 1.1 The Department hereby grants \$1,639,001.00 to support the specific work as outlined in the grant application submitted by the Grantee to appoint, train, supervise, support, and retain persons to serve as village public safety officers, AS 18.65.670(a).

2.0 Payments

- 2.1 The Department will make payments to the Grantee based upon the following schedule:
 - 2.1.1 Upon execution of the Grant Agreement, the Department will make an advance equal to 50 percent of the total amount outlined under Part D. 1.1.
 - 2.1.2 Upon approval of the second quarter expense report, the Department will advance a payment equal to 40 percent of the total amount, less any advanced funds not expended from the prior advance payment.
 - 2.1.3 Final payment will be made once the Department has received and approved the final expenditure report and the Grantee has met all conditions of the Grant agreement.
- 2.2 The Grantee may claim indirect costs based on an approved federal Indirect Rate Agreement as long as the average of all Grantee rates does not exceed 35% approved by State law. The approved Indirect Rate Agreement must be submitted to the Department as part of the grant application. If the Grantee does not have an approved federal Indirect Rate, the Grantee may request funding for administrative costs associated with administering a VPSO program. The Grantee may request a modification to their Indirect rate after the award of the grant through the grant amendment process.
- 2.3 The Grantee shall only be reimbursed for the hours that the VPSO Coordinator is directly engaged in working as the VPSO Coordinator as outlined in 1.12 of the Scope of Work.
- 2.4 The Grantee shall reimburse the Department for payment(s) made to the Grantee to the extent that the Grantee does not expend or properly obligate the money before the end of the grant period.
- 2.5 The Grantee may request a budget modification or funding increase to this Grant Agreement through written request on forms provided by the Department.

3.0 Reporting Requirements

- 3.1 **MONTHLY PROGRAM REPORT:** The Grantee shall submit a Monthly Program Report to the Department in the format prescribed by the Department. The Monthly Program Report is due to the Department on the 10th of every month beginning August 10, 2024. If the 10th of month falls on a weekend or holiday, the report shall be due the following business day.

D. GRANT FUNDS

3.2 QUARTERLY EXPENDITURE REPORT: The Grantee shall submit a Quarterly Expenditure Report to the Department in the format prescribed by the Department on the schedule outlined in 3.4. The expenditures reported must agree with the Grantee's accounting system records. A summary of the budget line categories (i.e. supply, travel) and expenditure detail from the Grantee accounting system must be attached to the Quarterly Expenditure Report.

3.3 QUARTERLY EXPENDITURE SCHEDULES:

1st Quarter Expenses – July 1, 2024 to Sept 30, 2024 Due on or before 10/30/24

2nd Quarter Expenses – Oct 1, 2024 to Dec 31, 2024 Due on or before 01/30/25

3rd Quarter Expenses – Jan 1, 2025 to March 31, 2025 Due on or before 04/30/25

4th Quarter Expenses – April 1, 2025 to June 30, 2025 Due on or before 07/30/25

3.4 Approval of the final Expenditure Report shall constitute a waiver of all future claims, except those previously made in writing by the Grantee as unsettled at the time of submission of the final report.

3.5 Failure to submit correct Expenditure Reports on or before the deadlines stated above may result in delay and or denial of payment to the Grantee.

3.6 No part of the Grantee's duty to return excess funds or funds that are determined by audit to have been improperly expended is affected by 3.5. The Grantee will return all such excess funds to the Department upon submission of the final expenditure report on or before July 30, 2025, or immediately upon later determination that a refund is due.

4.0 Budget modifications

4.1 The Grantee may reallocate funds between budget categories, subject to the following limitations:

4.1.1 The Grantee shall notify the Department in writing by means of the quarterly expenditure report when a reallocation of funds between cost categories is necessary.

4.1.2 Prior written approval from the Department is required when cumulative changes between cost categories affect the total award amount by more than 20 percent (increase or decrease).

4.1.3 The Grantee may request a revision of the amount earmarked for Indirect costs on forms provided by the Department. The request must include the approved federal Indirect Rate Agreement and relevant supporting documentation.

5.0 General stipulations relating to grant funds.

D. GRANT FUNDS

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

E. AMENDMENTS

1.0 Amendments

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

APPENDIX A

SALARY SCHEDULE

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

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

1. A VPSO hired at Step A shall receive up to a three-step increase in pay upon completion of all training and one year of service needed for VPSO certification under AS 18.65.672.
2. A VPSO hired at Step B shall receive up to a two-step increase in pay upon completion of all training and one year of service needed for VPSO certification under AS 18.65.672.
3. VPSO hired at Step C or above shall receive a one-step increase in pay upon completion of all training and one year of service needed for VPSO certification under AS 18.65.672.
4. Upon promotion to Sergeant or First Sergeant, the officer will transfer to the corresponding pay scale and keep the same step. For example, a VPSO Step F promoted to Sergeant will now be paid Sergeant Step F.

C. A VPSO shall receive salary increase for the following reasons:

1. If hired before 7/1/2024 on the anniversary of their hire.
2. If hired after 7/1/2024, on the anniversary of their hire or VPSO certification.
3. On the anniversary of their promotion to Sergeant or First Sergeant.

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

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

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

APPENDIX A

SALARY SCHEDULE

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

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

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

APPENDIX A

SALARY SCHEDULE

FY24 VPSO Salary Schedule

1950 Hours

| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J | Step K | Step L | Step M | Step N | Step O | Step P | Step Q | Step R | Step S |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Monthly | \$ 5,490.88 | \$ 5,653.38 | \$ 5,824.00 | \$ 5,999.50 | \$ 6,181.50 | \$ 6,370.00 | \$ 6,566.63 | \$ 6,769.75 | \$ 6,981.00 | \$ 7,206.38 | \$ 7,447.88 | \$ 7,706.50 | \$ 7,983.88 | \$ 8,280.28 | \$ 8,425.63 | \$ 8,700.25 | \$ 8,983.00 | \$ 9,277.13 | \$ 9,582.63 |
| Yearly | \$ 65,890.50 | \$ 67,840.50 | \$ 69,888.00 | \$ 71,994.00 | \$ 74,178.00 | \$ 76,440.00 | \$ 78,799.50 | \$ 81,257.00 | \$ 83,772.00 | \$ 86,444.50 | \$ 89,174.50 | \$ 91,962.00 | \$ 94,906.50 | \$ 97,948.50 | \$ 101,107.50 | \$ 104,403.00 | \$ 107,960.00 | \$ 111,725.50 | \$ 114,991.50 |
| Hourly | \$ 33.79 | \$ 34.79 | \$ 35.84 | \$ 36.92 | \$ 38.04 | \$ 39.20 | \$ 40.41 | \$ 41.66 | \$ 42.96 | \$ 44.31 | \$ 45.71 | \$ 47.16 | \$ 48.67 | \$ 50.23 | \$ 51.85 | \$ 53.54 | \$ 55.28 | \$ 57.09 | \$ 58.97 |
| Sgt. Monthly | | | | \$ 6,370.00 | \$ 6,566.63 | \$ 6,769.75 | \$ 6,981.00 | \$ 7,203.38 | \$ 7,427.88 | \$ 7,665.50 | \$ 7,908.88 | \$ 8,162.38 | \$ 8,425.63 | \$ 8,700.25 | \$ 8,983.00 | \$ 9,277.13 | \$ 9,582.63 | \$ 9,899.50 | \$ 10,227.75 |
| Sgt. Yearly | | | | \$ 76,440.00 | \$ 78,799.50 | \$ 81,257.00 | \$ 83,772.00 | \$ 86,404.50 | \$ 89,174.50 | \$ 91,962.00 | \$ 94,906.50 | \$ 97,948.50 | \$ 101,107.50 | \$ 104,403.00 | \$ 107,960.00 | \$ 111,725.50 | \$ 114,991.50 | \$ 118,794.00 | \$ 122,733.00 |
| Sgt. Hourly | | | | \$ 39.20 | \$ 40.41 | \$ 41.66 | \$ 42.96 | \$ 44.31 | \$ 45.71 | \$ 47.16 | \$ 48.67 | \$ 50.23 | \$ 51.85 | \$ 53.54 | \$ 55.28 | \$ 57.09 | \$ 58.97 | \$ 60.92 | \$ 62.94 |

2080 Hours

| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J | Step K | Step L | Step M | Step N | Step O | Step P | Step Q | Step R | Step S |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Monthly | \$ 5,856.93 | \$ 6,020.27 | \$ 6,212.27 | \$ 6,399.47 | \$ 6,593.60 | \$ 6,794.67 | \$ 7,004.40 | \$ 7,221.07 | \$ 7,446.40 | \$ 7,680.40 | \$ 7,923.07 | \$ 8,174.40 | \$ 8,436.13 | \$ 8,706.53 | \$ 8,987.33 | \$ 9,280.27 | \$ 9,581.87 | \$ 9,895.60 | \$ 10,221.47 |
| Yearly | \$ 70,283.20 | \$ 72,363.20 | \$ 74,547.20 | \$ 76,793.60 | \$ 79,123.20 | \$ 81,536.00 | \$ 84,052.80 | \$ 86,652.80 | \$ 89,356.80 | \$ 92,164.80 | \$ 95,076.80 | \$ 98,092.80 | \$ 101,233.60 | \$ 104,478.40 | \$ 107,848.00 | \$ 111,363.20 | \$ 114,982.40 | \$ 118,747.20 | \$ 122,657.60 |
| Hourly | \$ 33.79 | \$ 34.79 | \$ 35.84 | \$ 36.92 | \$ 38.04 | \$ 39.20 | \$ 40.41 | \$ 41.66 | \$ 42.96 | \$ 44.31 | \$ 45.71 | \$ 47.16 | \$ 48.67 | \$ 50.23 | \$ 51.85 | \$ 53.54 | \$ 55.28 | \$ 57.09 | \$ 58.97 |
| Sgt. Monthly | | | | \$ 6,794.67 | \$ 7,004.40 | \$ 7,221.07 | \$ 7,446.40 | \$ 7,680.40 | \$ 7,923.07 | \$ 8,174.40 | \$ 8,436.13 | \$ 8,706.53 | \$ 8,987.33 | \$ 9,280.27 | \$ 9,581.87 | \$ 9,895.60 | \$ 10,221.47 | \$ 10,559.47 | \$ 10,909.60 |
| Sgt. Yearly | | | | \$ 81,536.00 | \$ 84,052.80 | \$ 86,652.80 | \$ 89,356.80 | \$ 92,164.80 | \$ 95,076.80 | \$ 98,092.80 | \$ 101,233.60 | \$ 104,478.40 | \$ 107,848.00 | \$ 111,363.20 | \$ 114,982.40 | \$ 118,747.20 | \$ 122,657.60 | \$ 126,713.60 | \$ 130,915.20 |
| Sgt. Hourly | | | | \$ 39.20 | \$ 40.41 | \$ 41.66 | \$ 42.96 | \$ 44.31 | \$ 45.71 | \$ 47.16 | \$ 48.67 | \$ 50.23 | \$ 51.85 | \$ 53.54 | \$ 55.28 | \$ 57.09 | \$ 58.97 | \$ 60.92 | \$ 62.94 |

APPENDIX A

SALARY SCHEDULE

VPSO FY24 Salary Schedule - Training Pay

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

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

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

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

VPSO shall be paid as follows:

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

Pay on Travel Days:

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

Duration of Pay Status:

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

Example pay schedule:

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

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

Training Pay Workweek

APPENDIX B

DEPARTMENT OF CORRECTION ACTIVITIES

PROBATION, PAROLE, AND PRETRIAL SERVICES

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

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

APPENDIX C

STANDARD OPERATING PROCEDURES

The Standard Operating Procedures FY25 V5 are incorporated as part of this grant award and referenced specifically in Section **B Scope of Work**, Subsection **1.18 and 1.19** of this grant award.

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

STATUTES AND REGULATIONS

18.65.670. Village public safety officer program.

The village public safety officer program is created in the department, with funding appropriated to the department and disbursed by the commissioner through grants made under this section. The purpose of the program is to appoint, train, supervise, support, and retain persons to serve as village public safety officers.

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

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

STATUTES AND REGULATIONS

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

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

STATUTES AND REGULATIONS

section. The department shall provide to all grant recipients the results of the annual review and post the results on the Internet website of the department.

18.65.672. Village public safety officer qualifications

- (a) A grant recipient may employ a person as a village public safety officer if the individual
- (1) is at least 21 years of age;
 - (2) is a citizen of the United States or a resident alien;
 - (3) is of good moral character;
 - (4) has obtained a high school diploma or a general education development diploma or its equivalent;
 - (5) satisfies the physical requirements established in regulation by the department;
 - (6) has not been previously convicted
 - (A) of a felony;
 - (B) of a sex offense as defined in AS 12.63.100;
 - (C) of a misdemeanor crime involving domestic violence unless at least 10 years have passed since the date of the conviction, the conviction was not for an offense against an intimate partner, spouse, child, or parent, and the department grants a waiver allowing the individual to access the criminal justice information system;
 - (D) of a misdemeanor if less than five years have elapsed since the individual's date of conviction for the offense;
 - (E) two or more times of
 - (i) misdemeanor operating a vehicle, aircraft, or watercraft while under the influence of an alcoholic beverage, inhalant, or controlled substance under AS 28.35.030;
 - (ii) misdemeanor refusal to submit to a chemical test under AS 28.35.032; or
 - (iii) a combination of the offenses in (i) and (ii) of this subparagraph;
 - (F) of manufacturing, transporting, or delivering an alcoholic in violation of a local option under AS 04.11 or a municipal ordinance or a controlled substance, unless at least 10 years have elapsed; or
 - (G) of possession of a controlled substance as defined in AS 11.71.900, other than marijuana, unless the individual was under 21 years of age at the time of the possession and the possession occurred more than 10 years before the date of hire;
 - (7) has not been denied a village public safety officer certification or had a certification revoked; and
 - (8) has not been denied police officer certification, had a certificate revoked, or surrendered a certificate in this state or another jurisdiction.
- (b) A grant recipient may not use grant money to employ a village public safety officer for a period of more than 24 months unless the officer obtains a village public safety officer certificate from the department under AS 18.65.682. Upon written application from a grant recipient, the department may, in its discretion, extend this period up to six months to permit the officer to complete the training required under AS 18.65.676, if the officer is unable to do so in the first 24 months of employment because of an illness, injury, or emergency.
- (c) In this section,
- (1) "good moral character" means the absence of acts or conduct that would cause a reasonable person to have substantial doubts about an individual's honesty, fairness, and respect for the rights of others and for the laws of

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this state and the United States; for purposes of this section, a determination of lack of good moral character may be based on a consideration of all aspects of a person's character;

- (2) "previously convicted" means having been convicted of a crime described in (a) of this section or a law or ordinance of another jurisdiction with elements similar to the crimes listed in (a) of this section; a conviction for which the person received a suspended entry of judgment, suspended imposition of sentence, expungement, or pardon is a conviction for purposes of this section, unless the conviction was for a misdemeanor crime committed by the individual when the individual was under 21 years of age.

18.65.674. Background investigations.

- (a) Before employing an individual as a village public safety officer, a grant recipient shall
- (1) submit to the commissioner the individual's
 - (A) completed application and personal and medical history, on forms prepared by the department;
 - (B) proof of age, citizenship status, and education; and
 - (C) fingerprints, the fees required by the department under AS 12.62.160 for criminal justice information and a national criminal history record check, and other information sufficient to complete a background check consisting of a fingerprint check of national criminal records and criminal records of the state or states in which the individual has resided for the past 10 years; the department shall conduct a criminal justice information and national criminal history record check under AS 12.62;
 - (2) review the criminal justice information and national criminal history record check completed by the department; and
 - (3) review the results of the individual's physical examination and physician certification.
- (b) Personnel and training information that the department or a grant recipient receives about a village public safety officer is confidential and available only for review by a grant recipient, the department, or that officer. A village public safety officer or an individual who applies for employment as a village public safety officer may not review information that another individual supplied with the understanding that the information or its source would remain confidential, unless the information serves as the basis for a decision to deny or revoke a certificate under AS 18.65.684.

18.65.676. Training.

- (a) A village public safety officer basic training program must provide
- (1) a physical training program that includes instruction in physical methods of arrest, use of batons, use of chemical defensive weapons, and electronic control weapons;
 - (2) instruction in
 - (A) the state's criminal and procedural law;
 - (B) the state's criminal justice system;
 - (C) police procedures;
 - (D) disabilities training described under AS 18.65.220(3);
 - (E) domestic violence and sexual assault prevention and response procedures;

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- (F) emergency trauma technician training;
 - (G) search and rescue training;
 - (H) rural fire protection specialist training.
- (b) An individual seeking a village public safety officer certificate under AS 18.65.682 shall attend all sessions of the basic training required under (a) of this section, unless the director of the training program approves an absence. An individual who is absent for more than 10 percent of the total hours of instruction has not successfully completed basic training.
- (c) An individual who fails to comply with the attendance and performance requirements of the training program may be dismissed from the training. The department may not consider a dismissed individual to have successfully completed basic training.
- (d) If a village public safety officer receives training that the department did not provide and the entity conducting the training provides a description of the training to the department, the department may take that training into account in determining the completion of basic training and accept other police officer or firefighter training and experience that covers the subject matter required under (a) of this section.

18.65.678. Firearms training.

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

18.65.680. Regional public safety officers.

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

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

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(D) conducting local training programs in drug and alcohol awareness and prevention, water safety, and gun safety;

(4) perform other duties relating to public safety as directed by the commissioner.

18.65.682. Village public safety officer certification.

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

18.65.684. Denial, revocation, or lapse of certificate.

- (a) The department may deny an individual's application for a village public safety officer certificate or revoke a village public safety officer certificate in accordance with AS 44.62 (Administrative Procedure Act) if
- (1) the individual knowingly makes a false statement in an application or other document required for employment or certification; or
 - (2) after the date of hire, has
 - (A) been convicted of a
 - (i) felony;
 - (ii) misdemeanor crime involving domestic violence; or
 - (iii) misdemeanor crime of dishonesty, a crime that resulted in serious physical injury to another person, or of operating vehicle, aircraft, or watercraft while under the influence of an alcoholic beverage, inhalant, or controlled substance two or more times;
 - (B) illegally used, possessed, manufactured, transported, or delivered an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance or a controlled substance; or
 - (C) used, sold, cultivated, transported, manufactured, or distributed marijuana.
- (b) The department is not required to deny an individual's application for a certificate or revoke a certificate if the individual or holder of the certificate establishes by clear and convincing evidence that, in connection with a conviction for a misdemeanor crime involving domestic violence, the underlying conviction
- (1) has been expunged or set aside;
 - (2) is for an offense for which the officer has been pardoned; or
 - (3) is for an offense for which the officer has had civil rights restored that were lost upon the conviction.
- (c) The holder of a certificate shall immediately return the certificate to the department upon notification of the revocation.

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- (d) An individual who is denied a certificate or a holder whose certificate is revoked may appeal to the commissioner for reversal of the denial or revocation. The appeal must be received in writing within 30 days after the date of the notice of denial or revocation and must set out the reasons for the appeal. The commissioner or the commissioner's designee shall issue a written decision within 45 days after receipt of the appeal.
- (e) A certificate lapses if the holder is not employed as a full-time village public safety officer for a period of 12 consecutive months.
- (f) An individual may request reinstatement of a lapsed certificate after undergoing additional training as determined by the department and serving an additional probationary period of up to 12 months, at the discretion of the commissioner in consultation with the grant recipient. A certificate may not be reinstated if the certificate has lapsed for more than 10 years.

18.65.686. Powers and duties of village public safety officers.

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

18.65.688. Definitions.

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

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Article 1. Powers and duties of the Department.

13 AAC 96.010 Powers and duties of the department.

- (a) The provisions of this chapter apply to the award of grants to a grant recipient to provide participating villages with public safety, including village public safety officers and supporting positions, services, equipment, and facilities that advance rural public safety. For the purposes of this chapter, a "grant recipient" means a nonprofit regional corporation, an Alaska Native organization, or a regional municipality authorized to receive grant funds in AS 18.65.670(b).
- (b) The department will
 - (1) review proposals for regional grants to provide village public safety officer programs;
 - (2) monitor compliance with the terms of the grant agreements of the village public safety officer program and with the regulations in this chapter;
 - (3) in its discretion, allow grant recipients spending flexibility and discretion to achieve public safety objectives in the region;
 - (4) consult with a grant recipient and a village regarding village public safety officer programs and mediate disputes between the grant recipient and the village , if mediation is practical;
 - (5) consult with and provide operational oversight to village public safety officers and provide technical assistance and advice on matters relating to public safety and law enforcement;
 - (6) in its discretion, conduct background investigations into the qualifications and personal history of applicants for village public safety officer positions; and
 - (7) in its discretion, provide training and equipment to village public safety officers.

Article 2. Corporation and Village Participation.

13 AAC 96.020. Grant applications.

A regional corporation or Alaska Native organization may apply to participate in the village public safety officer program by submitting a written application to the department to provide village public safety officers as provided in AS 18.65.670. After at least one officer is assigned to one or more villages, either directly or by roving assignment, a grant recipient may apply for additional supporting positions, services, equipment, and facilities to support expansion of the program within the region that the grantee serves. The grant recipient shall submit a grant application annually.

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13 AAC 96.030. Department agreements with corporations.

The department will not provide grant money to a grant recipient until the grant recipient enters into a written agreement with the department. The agreement must include the following terms:

- (1) all of the terms as set out in AS 18.64.670(d)(1) - (4); and;
- (2) a provision by which the corporation agrees to indemnify and hold harmless the State of Alaska, and officers, employees, and agents of the State of Alaska, for an act or omission in the administration of the village public safety officer program or in the monitoring, assisting, or training of a village public safety officer.

13 AAC 96.040. Administration by grant recipient.

(a) In each community or village that maintains a village public safety officer, a grant recipient shall ensure that the village public safety officer has

- (1) office space;
- (2) a telephone, facsimile, or cellular service that includes long distance service; and a telephone with long distance service; and
- (3) a facility to temporarily hold individuals who are under arrest in a safe and secure manner.

(b) Expenses incurred under this section shall not be the responsibility of the officer.

13 AAC 96.050. Grant recipient agreements with villages.

A grant recipient may not use grant money to acquire, improve, or maintain facilities for a village public safety officer or employ such officers for a village unless the village through its governing body enters into a written agreement with the grant recipient. The agreement must

- (1) be comparable to agreements that the grant recipient has made with other villages in the region that the grant recipient serves;
- (2) require that the grant recipient and the village comply with this chapter and with state and federal law; and

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

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- (3) set out a public safety program objective and specific job descriptions for village public safety officers that include the duties and responsibilities that the grant recipient and the village expect an officer to perform.

13 AAC 96.060. Termination of grants.

- (a) The department may terminate a grant in whole or in part to a grant recipient before the end of the grant period if the grant recipient
 - (1) fails to comply with a provision of
 - (A) this chapter or with state or federal law; or
 - (B) an agreement relating to the village public officer program between the
 - (i) department and the grant recipient; or
 - (ii) grant recipient and the village; or
 - (2) has a village public safety officer position vacancies for an extended period during the contract period.
- (b) If terminating a grant in whole or in part, the department will provide 30-day written advance notice to the grant recipient and the affected village stating the reasons for the termination, the effective date, and, if the termination is partial, the portion of the grant to be terminated.
- (c) If a grant or portion of a grant is terminated under this section, the department is entitled to reimbursement of the grant money that covers the period following the termination.
- (d) A grant recipient may terminate a grant as provided by the terms of the grant or by the terms of the agreement between the grant recipient and the village.
- (e) After consultation with a grant recipient, the department may reappportion available unspent funds to support the other priorities within the program.

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Article 3. Minimum Standards, Training, and Certification.

13 AAC 96.080. Village Public Safety Officer Qualifications.

- (a) A grant recipient may not use grant money to employ an applicant as a village public safety officer unless the applicant
- (1) Meets the criteria as set out in AS 18.65.
 - (2) receives a physical examination from a licensed physician, advanced practice registered nurse, or physician assistant before attending a basic training program prescribed under AS 18.65.676 and submits, on a medical record form supplied by the department, a certification from that licensed physician, advanced practice registered nurse, or physician assistant that the applicant individual
 - (A) does not have a physical or hearing condition that would adversely affect the performance of the powers and duties of a village public safety officer;
 - (B) has normal color discrimination, normal binocular coordination, normal peripheral vision, and corrected visual acuity of 20/30 or better in each eye; and
 - (C) does not have a mental or emotional condition that would adversely affect the performance of the powers and duties of a village public safety officer;
 - (3) certifies the applicant has not been convicted, by a civilian court of this state, the United States, or another state or territory, or by a military court, of one or more of the following offenses, specified in AS 18.65.672, including an offense with substantially similar elements to such an offense under Alaska law;
 - (4) certifies the applicant has not been discharged, or resigned under threat of discharge, from employment as a village public safety officer, village police officer, or police officer in this state or any other state or territory for conduct that would cause a reasonable person to have substantial doubt about an individual's honesty, fairness, and respect for the rights of others and for the laws of this state and the United States or that is detrimental to the integrity of the police department where the police officer worked.

12 AAC 96.100. Village public safety officer basic training.

A village public safety officer basic training program must provide public safety related instruction as required by AS 18.65.67

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

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Article 4. Definitions.

13 AAC 96.900. Definitions

In this chapter, unless the context requires otherwise,

- (1) "department" means the Department of Public Safety;
- (2) "governing body" means the elected city council, traditional council, or elders council that the state recognizes as having governmental functions and enters into a memorandum of agreement with the grant recipient;
- (3) "grant recipient" means an organization identified under AS 18.65.670(b);
- (4) "regional corporation" means a nonprofit corporation, formed under Alaska law for the benefit of the people of a specific geographic or cultural region of the state;
- (5) "village" means a community with a population of less than 2,500 individuals based on the most recent federal census;
- (6) "village public safety officer program" means the efforts, including personnel, services, and infrastructure, intended to address public safety challenges encountered in rural Alaska villages, to include search and rescue and missing persons, structural and wildland fire prevention and suppression, parole and probation enforcement, public safety education, emergency medical services, law enforcement and other related functions necessary to preserve the public peace.

APPENDIX E

AUDIT REQUIREMENTS

2 AAC 45.010. Audit requirements

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

APPENDIX E

AUDIT REQUIREMENTS

findings and known questioned costs that exceed \$5,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited;

- (3) the entity's financial statements;
 - (4) the schedule of state financial assistance.
 - (5) the schedule of findings and questioned costs.
- (e) As part of the audit report required under this section, the entity must provide
- (1) written comments on any
 - (A) findings;
 - (B) known questioned costs;
 - (C) significant deficiencies, including material weaknesses; and
 - (D) recommendations contained in the audit report;
 - (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report;
 - (3) the status of the entity's implementation of any plans for corrective actions related to
 - (A) the audit reports required under this section for the fiscal year before the audit period; and
 - (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and
 - (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section.
- (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement.
- (g) An audit required by this section must cover the entire operations of the entity.
- (h) An entity shall provide the department with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The department will determine if auditing standards have been met and will forward a copy of the audit to the appropriate state agencies. The department will coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report.

APPENDIX E

AUDIT REQUIREMENTS

- (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work.
- (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$750,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed
- (k) Repealed 7/1/98.
- (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30
- (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section:
 - (1) community revenue sharing money provided under AS 29.60.850 - 29.60.879
 - (2) Repealed 3/31/2008;
 - (3) aviation fuel tax money provided under AS 43.40.010
 - (4) electric and telephone cooperative gross revenue tax refunds provided under AS 10.25.570
 - (5) alcoholic beverage license fee refunds provided under AS 04.11.610
 - (6) fisheries tax refunds provided under AS 29.60.450, AS 43.75.130, and AS 43.77.060
 - (7) PERS/TRS relief funding under money appropriated to pay employer unfunded liability attributable to the entity under AS 14.25 and AS 39.35;
 - (8) money expended for projects that are solely managed, supervised, and controlled by the Alaska Energy Authority under AS 44.83 and turned over to the grantee at the conclusion of the project
- (n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section.
- (o) Repealed 7/1/98.

APPENDIX F

UNLAWFUL EMPLOYMENT PRACTICES

AS 18.80.220 Unlawful employment practices; exception.

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

APPENDIX F

UNLAWFUL EMPLOYMENT PRACTICES

limitation, specification, or discrimination as to sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, color, or national origin, unless based upon a bona fide occupational qualification.

(b) The state, employers, labor organizations, and employment agencies shall maintain records on age, sex, and race that are required to administer the civil rights laws and regulations. These records are confidential and available only to federal and state personnel legally charged with administering civil rights laws and regulations. However, statistical information compiled from records on age, sex, and race shall be made available to the general public.

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

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

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

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

(1) less than 19 years old;

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

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

**VILLAGE PUBLIC SAFETY OFFICER PROGRAM
GRANT APPLICATION**

Application is hereby made to the Department of Public Safety, Village Public Safety Officer Division for funding made available through the state general funds to operate a Village Public Safety Officer Program.

| | |
|--|--|
| 1. Name of Applicant Agency: Northwest Arctic Borough | |
| 2. Street Address of Applicant Agency: 163 Lagoon St Kotzeube, Ak 99752 | 3. Main Telephone: 907 442 2500 Ext. |
| | 4. FAX: |
| 5. Mailing Address of Applicant Agency: PO Box 1110 Kotzeube, Ak 99752 | 6. Agency Web Site Address and Agency DUNS number: nwabor.org DUNS #: |
| 7. Communities Served: Ambler, Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, Shungnak | |
| 8. VPSO Program Coordinator Name: Joshua Harville Title: VPSO Coordinator | 9. Phone: 907 442-2500 Ext. 10. FAX: 907 442- 2930 11. Email: jharville@nwabor.org |
| 12. Applicant Agency Budget Period (for audit information) Beginning: July 1, 2024 Ending: June 30, 2025 | 13. Proposed State Budget Year and Funds Requested: FY2025 |
| 14. Type of Application (check one): <input type="checkbox"/> New (new project or 1 st year of application for funding) <input checked="" type="checkbox"/> Continuation (continuation application for funding) | 15. Type of Organization (check eligibility type): <input type="checkbox"/> Nonprofit (include proof of nonprofit status) <input type="checkbox"/> AK Native Tribe <input checked="" type="checkbox"/> Government |

CONTACT INDIVIDUALS

| | |
|---|--|
| 16. Authorizing Person Name: Dickie Moto Title: Mayor | Phone: 907 452 -2500 Ext. FAX: Email: dmoto@nwabor.org |
| 17. Financial Contact Name: Jade Hill Title: Controller | Phone: 907 442-2500 Ext. FAX: Email: jhill@nwabor.org |
| 18. Project Director: (If different than #8) Name: Title: | Phone: Ext. FAX: Email: |

CERTIFICATION

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| 19. The undersigned (authorized official signing for the applicant agency) certifies that the statements made in this application document and attached proposal are true, complete, and accurate to the best of his or her knowledge. | |
| Authorized Signature: <u><i>Dickie Moto</i></u> | Date: <u>6-9-24</u> |

PROJECT OVERVIEW:

The Northwest Arctic Borough (NAB) was formed in June 1986. Geographically, NAB encompasses over 40,000 square miles. The population is 7,523 (per 2010 census.) NAB government is comprised of a Borough Mayor and twelve (12) Borough Assembly Members. NAB serves eleven (11) communities of the eleven NAB communities; ten (10) are currently scheduled to be served by the VPSO program, with a total of six (6) officers.

NAB has some of the highest rates of violent crime in the country at 18.1% per capita. One of the largest challenges in combatting violent crime is the importation of alcohol to dry communities, which contributes to high rates of assault involving domestic violence, and sexual assault. Our communities are amongst the most remote in the state, which complicates our ability to improve public safety. Additionally, our communities are not linked by a major transportation highway system. Most of the day-to-day transportation is provided by small air carriers, and private transportation is limited to Snowmachine travel during the winter months and private watercrafts during the summer (or snow/ice free) months.

NAB has the highest costs of living in the state. Gasoline is \$18.00 per gallon in Ambler and almost \$12.00 dollars per gallon in Shungnak. Apart from Kotzebue, all of the following communities have been identified in the most recent Denali Commission reports as “distressed communities.”

Noorvik 2010, 2012, 2020

Buckland 2020

Kiana 2010, 2012, 2020

Ambler, 2010, 2012, 2020

Selawik 2010, 2011, and 2012, 2020

Shungnak 2011 and 2012, 2020

The state rates a community as “distressed” if one of the following conditions is met: its average market income was less than \$20,571 in 2019; more than 70 percent of residents 16 years or older earned less than \$20,571 in 2019; or less than 30 percent of residents 16 years and older worked all four quarters.

NAB is a home rule government and operates regionally. In addition to normal government operations, NAB provides search and rescue coordination, a regional fire department with local battalions in each outlying community as well as emergency management planning, response and recovery services for an array of events, e.g., severe storms, flooding, sea surges, etc. NAB is

Also, the government agency responsible for the local emergency planning committee who monitors hazardous spills and maintains an inventory of extremely hazardous materials in the region. NAB has provided VPSO program services since 2011.

NAB will continue to provide the best possible public safety service to area communities as afforded by the grant award. Currently we are scheduled to have six (6) VPSOs working by the end of June; one (1) in Noorvik, one (1) in Kiana, one (1) in Deering and one (1) in Noatak, (1) yet to be assigned. Additionally, we have one (1) position as a VPSO Coordinator/VPSO Rover who provides VPSO services when travelling to the outlying communities within the region. NAB will maintain these positions as well as looking to provide additional personnel to supplement these positions, NAB is currently in the process of Hiring two full time Regional Public Safety Officers. One (1) officer will be stationed in Anchorage and work out of the state Department of Public Safety VPSO Operations Office and assist in statewide program support, they will be conducting MMIP investigations and assist with program outreach and other duties assigned by the director. A MOU was signed between DPS and the NAB to facilitate this appointment. NAB will support this position with employment, travel, equipment and other necessities for the position to function. The other (1) RPSO will be assigned to Kotzebue and will serve as first line supervisor overseeing VPSO operations, conducting higher level investigations, and conducting public safety training.

NAB will continue to utilize a two week on, two weeks off rotational schedule to help alleviate the issues caused by lack of safe and adequate housing for VPSOs with families. Our planning efforts will continue to transition the rotational schedule to full-time schedule as safe and adequate housing becomes available within the communities. We currently have VPSO Memorandums of Agreement (MOAs) in all communities in the borough.

PROJECT NARRATIVE:

NAB has trained VPSO's to a minimum level of ETT so they can work in cooperation with their local health aides to provide a higher more responsive level of EMS service in the region. Continuing to update ETT training is a priority for NAB. It is a goal of NAB to provide first aid and CPR training in all our communities and will use VPSO's to accomplish this in their respective communities. Traditionally NAB will have its VPSOs patrol the established winter trails on Snowmachine and perform regular boating safety checks utilizing patrol boats, to help reduce the cases of alcohol importation to our communities. This activity is placed on hold until the VPSO office issues additional jurisdiction once granted back to VPSO's in the region.

Each position will also continue to provide the expected services as laid out in the state grant agreement and the MOA with each community pending successful awarding of grant funds.

NAB provides VPSOs with basic office supplies (e.g., printer ink and paper, pens, batteries, staples, paper clips, etc.), training, equipment/maintenance, heating fuel for living quarters, fuel for patrol vehicles. We also provide cellular phone services for each officer and a satellite phone for emergencies while traveling within the region but outside of cellular service coverage areas.

Scope of Work

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

Regional Narrative

Region

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

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

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

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

Crime in our region:

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

Housing needs:

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

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

Organization

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

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

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

VPSO Program

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

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

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

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

Regional Support of VPSO Program

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

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

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

