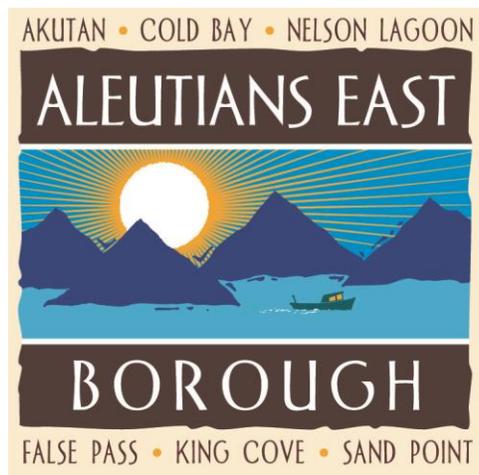


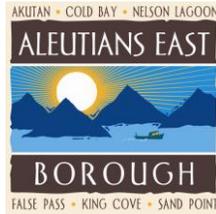
Aleutians East Borough Assembly Meeting



Meeting: Friday, May 27, 2016 – 11:00 a.m.

Roll Call & Establishment of a Quorum

Adoption of Agenda



Agenda
Assembly Special Meeting
(packet available on website www.aleutianseast.org)

Date: Friday, May 27, 2016

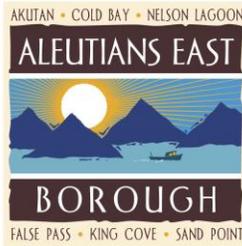
Time/Location: Meeting: 11:00 a.m. - By teleconference in each community location below:
King Cove AEB office False Pass city office
Sand Point – AEB office Akutan city office
Nelson Lagoon Corp. Cold Bay city office - library
office
AEB Anchorage office (3380 C St)

ASSEMBLY MEETING AGENDA

All communities will be provided with conference calling information for the designated location in your community. Public comments on agenda items will take place immediately after the adoption of the agenda.

1. Roll Call & Establishment of Quorum.
2. Adoption of the Agenda.
3. Community Roll Call and Public Comment on Agenda Items.
4. Resolution 16-17, authorizing the Borough Mayor to enter into a Memorandum of Agreement with the City of King Cove for the King Cove Access Project.
5. Resolution 16-18, Authorizing to participate in the FY17 Community Revenue Sharing Program.
6. Next Meeting Date and Time.
7. Adjournment.

Community Roll Call & Public Comment on Agenda Items



RESOLUTION No. 16-17

A RESOLUTION OF THE ALEUTIANS EAST BOROUGH AUTHORIZING THE BOROUGH MAYOR TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CITY OF KING COVE FOR THE KING COVE ACCESS PROJECT.

WHEREAS, the Aleutians East Borough (“Borough”) and the City of King Cove (“City”) have been working together for many years to build a safe, reliable road from the City of King Cove to the Cold Bay Airport for the community of King Cove; and

WHEREAS, with the help of the State of Alaska, approximately 20 miles of the road has been constructed and approximately 11 miles of road still needs to be constructed and the Borough and the City are currently working with Senator Murkowski in developing legislation that will transfer the property needed for the road through the Izembek Wildlife Refuge to the State of Alaska for the construction of a single, gravel lane road to complete the road from King Cove to the Cold Bay Airport; and

WHEREAS, the Borough Code, 45.05.060 allows the Borough pursuant to Alaska Statute 29.35.210(b)(1) the power to acquire, construct, maintain, regulate and operate roads, vessels, and vehicles, including passenger, marine, and vehicle terminals and all related equipment and facilities that are necessary or appropriate for the construction, maintenance, regulation and operation of roads, vessels and vehicles that comprise a transportation system that interconnects cities and communities within the Borough; and

WHEREAS, the Borough has been working diligently to provide safe, reliable transportation for the residents in King Cove to access the airport in Cold Bay; and

WHEREAS, the US Congress approved the land exchange and the President signed the bill in 2009, subject to an Environmental Impact Statement (EIS) and a finding from the Secretary of Interior that the road was in the public interest. The EIS was completed in 2013 and Secretary Jewel made a decision on December 23, 2013 that the road was not in the public’s interest; and

WHEREAS, the Borough and the City continue to advocate for a safe, reliable road to the Cold Bay Airport; and

WHEREAS, the attached MOA and associated documents show that the Borough and the City have been working together to construct the existing road and to obtain the additional 11 miles of road through the Izembek Wildlife Refuge to complete the transportation system from the City of King Cove to the Cold Bay Airport; and

WHEREAS, the MOA provides for reimbursement to the City for prior expenditures and current expenditures related to the road project known as the King Cove Access Project.

NOW, THEREFORE, BE IT RESOLVED THAT the Aleutians East Borough hereby authorizes the Borough Mayor to enter into a Memorandum of Agreement with the City of King Cove for the King Cove Access Project.

PASSED AND APPROVED BY THE ASSEMBLY OF THE ALEUTIANS EAST BOROUGH on this 12th day of May, 2016.

IN WITNESS THERETO:

By: _____
Stanley Mack, Mayor

ATTEST: _____
Tina Anderson, Borough Clerk

LEVESQUE LAW GROUP, LLC

Joseph N. Levesque
Shane E. Levesque, Of Counsel

3380 C Street, Suite 202
Anchorage, Alaska 99503

Phone: (907) 261-8935
Fax: (206) 309-0667
Email: shane@levesquelawgroup.com

May 23, 2016

Rick Gifford
Aleutians East Borough
3380 C Street, Ste. 205
Anchorage, Alaska 99503

RE: KCAP MOA
Our File No. 200-1504.4

Dear Mr. Gifford:

Per your request, I have reviewed the draft Memorandum of Agreement (“MOA”) that the City of King Cove (“City”) has proposed to govern the relationship between it and the Aleutians East Borough (“Borough”) with respect to the King Cove Access Project (“KCAP”). As is reflected in the version that I have attached to this letter, I have suggested several revisions to the MOA that I believe will serve to best protect the Borough, and clarify the respective pledges of the parties.

As an initial matter, it is important to note that that MOA as presented to the Borough appears more akin to a formal contract, as opposed to a simple memorialization of the parties’ respective contributions toward a collaborative partnership arrangement. Specifically, the original version as presented to the Borough included a provision in Section 5.0, which governs how disputes are to be resolved, stating:

In the event such dispute resolution is not agreed upon or unsuccessful, either Party may apply to a court of competent jurisdiction for the enforcement of this Agreement.

In my opinion, such a provision is quite unusual for Memoranda of Agreement, which are generally used to serve as an administrative tool to promote parity of understanding between parties, or as a supplement to a formal contract that already exists between parties. As presented, the MOA purports to provide a specific right of enforcement; therefore, I have proposed removing the “right of enforcement” provision in its entirety. If it is contemplated by the parties that the MOA is meant to be legally enforceable and binding, the Borough should instead consider negotiating a formal contract that includes all such provisions that are necessary to best protect the Borough’s interests with respect to the

KCAP MOA – PRIVILEGED AND CONFIDENTIAL

May 23, 2016

Page | 2

KCAP.

In addition, the draft MOA Section 3.0 also appeared to grant the City almost total discretion with respect to the costs that it incurred in conjunction with its administration of the KCAP that amounted to less than \$5,000.00. Although it did generally require the City to share its proposed actions with the Borough, I felt it best to proposed revisions that more clearly provided that, if the Borough disagrees with a particular action, it may refuse to reimburse the City for those costs incurred in conjunction with that action.

Further, I have proposed revisions to Section 4.1 clarifying that the Borough will reimburse the City for costs that it can demonstrate that it incurred in connection with the KCAP between FY07 and FY15. Specifically, my proposed revisions clarify that the Borough only intends to reimburse the City for those KCAP costs that it can *demonstrate* were incurred, up to a total reimbursement of \$625,000.00.

Finally, Section 4.3 includes several proposed revisions that are intended to provide for the payment of those reimbursement amounts that are intended to be paid from revenues resulting from the Borough's sale of the SUNA-X. Under this section, if the SUNA-X has not been sold by September 2016, the Borough must identify alternate funding sources for the reimbursement amount. It also provides that the Borough will pay any reimbursement requests that are supported by appropriate documentation by an as-of-yet unspecified date certain that must still be determined by the Borough; however, if the Borough wishes to maintain greater discretion as to when it can be reasonably expected to be prepared to make such payments, it may elect to reinstate the language proposed by the City in its most recent draft.

Should you have any questions, or require any additional revisions, please do not hesitate to contact me. I remain available to assist you with this or any other matter.

Sincerely,

LEVESQUE LAW GROUP, LLC



Shane E. Levesque

Memorandum of Agreement
between
Aleutians East Borough and City of King Cove
for
King Cove Access Project (KCAP)

1.0 Purpose – This Memorandum of Agreement (Agreement) documents the provisions and terms between the Aleutians East Borough (AEB) and City of King Cove (City). AEB and City are the only two “Parties” to this Agreement.

This Agreement is for the King Cove Access Project (KCAP). This project has also been commonly referred to as the Izembek Land Exchange and Road Project, since 2006. Both project titles represent the same project objective of connecting the City of King Cove with a road to the Cold Bay Airport.

This Agreement sets out certain provisions and terms for KCAP project oversight and management responsibilities and terms of partial reimbursement.

There are two major sections to this Agreement, including:

- A. Project oversight and management responsibilities and authorities for FY16 (July 1, 2015 through June 30, 2016) and FY17 (July 1, 2016 through June 30, 2017); and,
- B. Cost reimbursement provisions allocated into three funding categories/sources covering the periods between: 1) FY07 through FY15, which is specifically defined from January 1, 2007 through June 30, 2015; 2) FY16, which is specifically defined as July 1, 2015 through June 30, 2016; and, 3) -FY17, which is specifically defined as July 1, 2016 through June 30, 2017.

2.0 Background Information – Four documents are hereby referenced in this MOA as the primary source of assumptions and expectations for the MOA. These documents include:

- City Resolution 16-06, dated October 21, 2015;
- Letter to the AEB Assembly from Mayor Henry Mack, dated August 17, 2015;
- Letter to the AEB Assembly from Mayor Stanley Mack, dated June 9, 2015; and,
- City Resolution 15-14, dated February 20, 2016-5.

Per these documents, it is noted that various statements and expectations contained in the two City resolutions have not been officially endorsed by AEB in writing.

However, there have been numerous verbal discussions between AEB and City regarding these statements and expectations and there are no known significant conflicting opinions.

AEB and City acknowledge the good-faith offer and willingness of the City to prepare this Agreement in draft and final form. The City further acknowledges that the timing of achieving a final Agreement has been repeatedly delayed by the City's inability to prepare and deliver a draft and final MOA. However, even in the absence of this Agreement, both Parties acknowledge that the City has continued to responsibly and timely function as the lead local government organization managing and directing the KCAP.

3.0 Project Oversight and Management Responsibilities and Authorities

Agreement Provisions

- A. The City, represented by Gary Hennigh (Administrator) through Mayor Henry Mack, will continue be the lead, local government organization responsible for managing and coordinating the KCAP through FY16 and FY17, which is specially defined as June 1, 2015 through June 30, 2017. This includes all major KCAP actions and responses to ongoing or new federal and state government legislative requests, procedures, cost decisions, and miscellaneous technical issues, including external communications and media activities
- B. The AEB, represented by Rick Gifford (Administrator) through Mayor Stanley Mack, will be provided timely information about any prospective actions regarding the KCAP, so that it may ~~and ideas to~~ discuss, review, submit comments, and make recommendations regarding such actions, as appropriate, prior to any project actions taken by the City in fulfilling above paragraph A.
- C. In the unlikely event of any significant unresolved legislative, political, procedural, or otherwise technical disagreements between the City and AEB regarding project oversight and management activities in furtherance of the KCAP, both Parties agree that the City has the final authority to make any final decisions, provided, however, that where AEB has advised City of its disagreement with such proposed project oversight and management activity, AEB may refuse to reimburse the City for the costs related to such activity, pursuant to any request by the City to AEB for reimbursement under Agreement sections 4.2 and 4.4 for such activity of this Agreement, will be subject to challenge by AEB.

4.0 Cost Reimbursement Agreement

The Parties acknowledge that the City has expended substantial funds in pursuit of this mutually beneficial KCAP. The Parties intend by this Agreement to confirm their prior understandings and set out further agreements for reimbursements by AEB of a portion of the expenses incurred by the City in advancing the KCAP up to the caps-limits and according to the terms set out below.

This Agreement has four Cost Provision Agreements, including:

4.1 - Cost Provision Agreement #1 - As a partial payment (cost reimbursement), AEB will reimburse the City \$625,000 ~~in-for~~ documented KCAP project costs incurred by the City between FY07 and FY15. A second and final payment (cost reimbursement) of KCAP project costs of up to \$825,000 for FY07 and FY15 will also be paid at a later time as documented in following Section 4.3.

Upon receiving from the City proper cost documentation of its expenditures between FY07 and FY15 related to the KCAP, AEB will reimburse the City up to \$625,000 no later than 60 days after the appropriate documentation has been provided subsequent to both parties signing this Agreement. Proper cost documentation will consist of either/or copies of paid invoices and payment checks.

Funding for reimbursing these initial \$625,000 costs incurred by the City between FY07 to FY15 has been appropriated and available in AEB's FY16 operating budget.

These cost reimbursements will fully or partially cover costs previously paid by the City to federal lobbyists for project advocacy, KCAP legal advice in developing legislative/political strategies, technical & scientific consultants, State of Alaska costs, media consultants & communications, and selected travel costs, including field trips to Washington, DC and National Congress of American Indian meetings for non-City employees.

The City, where appropriate and possible, will recommend to AEB if any of the above cost reimbursements are eligible for reimbursement through AEB's existing grant entitled "*Completion of the King Cove to Cold Bay Access Project, Including Potential Litigation Support*". However, where State grant cost reimbursements are achieved, the grant reimbursement request to AEB will not be deemed to reduce the available FY16 AEB \$625,000 in approved reimbursement funding. Any portion of the approved FY16 AEB \$625,000 for KCAP reimbursement that is offset by state grant funds shall be available for reimbursement to the City as part of Cost Provision Agreement 4.3.

The City requested in December 2015 that AEB approve a 25% advance payment of the \$625,000. AEB agreed to this request and issued a payment of \$156,250 in December. The City acknowledges that the cost

documentation for this advance payment is also still required and must be included with the second and final payment application for \$468,750 under this Cost Provision Agreement #1.

AEB and City expects the second and final invoice, including all proper/required documentation, to be submitted within 30 days of the execution of this final Agreement being approved by both Parties.

4.2 - Cost Provision Agreement #2 - AEB's approved FY16 budget has an allocation of \$100,000 for "ongoing expenditures for FY16 that would be incurred by the Borough and/or the City of King Cove" (see above Section 2.0 - Letter to the AEB Assembly from Mayor Stanley Mack, dated June 9, 2015).

AEB and City acknowledge that all ~~/~~ or most KCAP expenditures incurred in FY16 in fulfilling the project oversight and management responsibilities defined in above section 3.0 of this Agreement are anticipated to be paid and/or reimbursed with this funding, including the continuing federal lobbyist/legal representation, technical consultants, media/communication costs, and selected travel costs. To the extent the City incurs KCAP costs in excess of \$100,000 (and including any deduction for FY16 KCAP directly paid by AEB costs and concurred with by the City) for FY16 KCAP activities, the City agrees not to look to AEB for reimbursement for such costs.

AEB and City agree that all significant costs and/or reimbursements (i.e. costs over \$5,000) for which reimbursement is sought under this Cost Provision Agreement #2 will be discussed and deemed mutually agreeable to both Parties.

It is further acknowledged that due to the timing of the MOA, the City has incurred and paid significant FY16 costs of approximately \$70,000, which have not yet been formally approved by AEB. However, the City represents all of these costs to be in compliance with fulfilling the project oversight and management responsibilities listed in Section 3.0.A.

In consideration of these cost/reimbursement provisions, as presented in the above paragraphs, AEB and City will mutually review, discuss, and in good faith attempt to agree upon (possibly requiring some negotiated solutions) the reimbursable KCAP FY16 costs already incurred from July 2015 through the date of this Agreement. Unresolved disputes over the reimbursement of KCAP costs under this Cost Provision Agreement #2 shall be submitted to dispute resolution under Section 5.0.

It is also acknowledged and agreed to by both Parties that no FY16 personnel or travel costs for any AEB or City elected officials or employees are eligible cost reimbursements under this particular source of funding for Cost Provision Agreement #2.

4.3 - Cost Provision Agreement #3 - The Parties acknowledge that the reimbursements made to the City for KCAP costs under Section 4.1 will not fully reimburse the City for all of its FY07 through FY15 KCAP costs. ~~By no later than the September 2016 AEB Assembly meeting, the AEB Administration will identify options for making this~~ Within 90 days of the City submitting the required documentation for these costs per this Agreement, AEB and City, if necessary, agree to meet and confer to discuss opportunities for final payment considerations and date(s) for cost reimbursement to the City from AEB for of up to \$825,000 if the hovercraft is not sold by that time.

This second reimbursement request covering partial costs between FY07 and FY15 will ideally not be submitted to AEB prior to the sale of the hovercraft SUNA-X. However, if the sale and revenue from the hovercraft does not occur before December 30, 2016 ~~in a reasonable time frame~~, then the City will expect AEB to pay this request through other budget means by April 30, 2017<DATE>. To ensure its ability to do so, AEB will by its September 2016 regular Assembly meeting identify other options for making such payment under this section.

Formatted: Indent: Left: 0.5"

The same cost documentation required for the initial \$625,000 payment as described in Section 4.1 will be provided for Section 4.3.

These cost reimbursements will fully or partially cover costs paid by the City to federal lobbyists, legal advice, technical & scientific consultants, State of Alaska costs, media consultants & communications, and travel (field trips, including to Washington, DC). No City personnel or travel costs are part of the reimbursement per this section of the Agreement.

4.4 - Cost Provision Agreement #4 -- ~~Either/or~~ AEB's approved FY17 operating budget or pending grant amendment language for AEB's State grant discussed in Section 4.1 (5th paragraph) are anticipated to have at least a minimum allocation of \$100,000 for ongoing expenditures for FY17 to continue KCAP. FY17 cost reimbursements would be similar to the cost reimbursements items listed in Section 4.2 including the continuing federal lobbyist/legal representation, technical consultants, media/communication costs, and selected travel costs.

AEB and City agree that all significant costs and/or reimbursements (i.e. costs over \$5,000) for which reimbursement is sought under this Cost Provision Agreement #4 will be discussed and deemed mutually agreeable to both Parties.

5.0 Dispute Resolution - In the event of any disputes per this Agreement, both parties agree to a reasonable dispute resolution process to be determined and

RESOLUTION 16-18

A RESOLUTION APPROVING CERTAIN UNINCORPORATED COMMUNITIES AND THEIR RESPECTIVE NATIVE VILLAGE COUNCIL AND/OR UNINCORPORATED NONPROFIT ENTITY FOR PARTICIPATION IN THE FY 17 COMMUNITY REVENUE SHARING PROGRAM.

WHEREAS, AS 29.60.865 und 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Revenue Sharing Program eligibility criteria established under AS 2960.865, AS 29.60.879. and 3 AAC 180.110, and

WHEREAS, the unincorporated community has either a Native village council or incorporated nonprofit entity that will agree to receive and spend the Community Revenue Sharing payment for the public benefit of the unincorporated community; and

WHEREAS, the unincorporated community has 25 or more residents residing as a social unit; and

WHEREAS, at least three of the following services; fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue; are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality;

NOW THEREFORE BE IT RESOLVED THAT: The Assembly by this resolution hereby certifies that the following unincorporated communities and their respective Native village council or incorporated non-profit entity are eligible for funding under the FY17 Community Revenue Sharing Program:

Unincorporated Community:

Native village council or nonprofit entity:
Nelson Lagoon Village Council

PASSED AND APPROVED by a duly constituted quorum of the Assembly of the Aleutians East Borough (AEB) this _____ day of May, 2016.

SIGNED: _____
Stanley Mack, Mayor

ATTEST: _____
Tina Anderson, Clerk

FY 2017 Community Revenue Sharing Program

APPLICATION FORMS

Filing Deadline: June 1, 2016



State of Alaska
Bill Walker, Governor

Department of Commerce, Community,
and Economic Development
Chris Hladick, Commissioner

Division of Community and Regional Affairs
Katherine Eldemar, Director



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.4733
Programs fax: 907.465.4761

January 15, 2016

Dear Municipal Official:

The Division of Community and Regional Affairs (DCRA) is pleased to provide you with the attached FY 17 Community Revenue Sharing Program application. To participate in the FY 17 Community Revenue Sharing Program, this application must be completed and returned to the Department, **postmarked no later than June 1, 2016.**

The application consists of three pages. Page one, or the cover sheet, provides several questions that must be answered in order to determine whether the borough meets the minimum qualifications for funding as required by law. Page one also provides a "certification and assurances" statement that must be signed by the mayor, manager or administrator of the borough. Page two is a FY 17 Community Revenue Sharing Program proposed budget form. The budget form, which provides an estimate of the borough's FY 17 Community Revenue Sharing payment, must be completed and returned with the application cover sheet. Page three is a sample resolution for use by the borough assembly to identify to the DCRA the unincorporated communities located within the borough it determines to be eligible for funding under the Community Revenue Sharing Program. We have attached the pertinent statutes and regulations to assist the borough in making its eligibility determinations.

In addition to the completed application, each borough must submit to the DCRA a copy of its approved FY 17 borough budget (2016 budget for boroughs operating on a calendar fiscal year) and FY 15 audit. Note: The budget and audit are not due by the June 1, 2016, application deadline. They may be submitted at a later date.

Important FY 17 Information – Please Read

Please be aware that the funding level for the FY 17 Community Revenue Sharing (CRS) Program has not yet been determined. The payment amount listed on the enclosed Community Revenue Sharing budget form is an estimate based on the statutorily required distribution of one third of the anticipated June 30, 2016 CRS fund balance. The payment estimate does not take into consideration any possible increases to the funding level through either the FY16 supplemental budget or other legislative appropriations. Community Revenue Sharing payment amounts will be updated after June 30, 2016 at www.commerce.alaska.gov/dcra/eGrantsOnLine/Pages/RevenueSharing.aspx to reflect actual award amounts.

FY 2017
COMMUNITY REVENUE SHARING PROGRAM
APPLICATION COVER SHEET

Aleutians East Borough

05/16/2016

Name of Municipality

PO Box 49

Date

(907)497-2588

Mailing Address

King Cove, Alaska 99612

Phone

(907)497-2386

City, State, Zip Code

Roxann Newman - Finance Director

Fax

rnewman@aeboro.org

Printed Full Name of Designated Contact for CRS Program

Contact E-Mail Address

"Minimum Qualifications"

	Yes	No	Not Applicable
a. Did your municipality successfully conduct its most recently scheduled local regular election?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are regular meetings of the governing body held in accordance with local code and a record of the proceedings maintained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Have your municipality's ordinances been codified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. If the municipality levies and collects property taxes, has the municipality provided the Taxpayer Notice required by AS 29.45.020?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. If the borough levies and collects only a sales and use tax, has the borough provided the Taxpayer Notice required by AS 29.45.660?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

"Certification and Assurances"

The applicant certifies that to the best of my knowledge and belief, the information contained in this application is true and correct and the applicant agrees to comply with the laws and regulations which are used to administer Community Revenue Sharing Program funds.

Stanley Mack

 Mayor, Manager or Administrator
 Printed Name, Title

 Mayor, Manager or Administrator
 Signature

RESOLUTION # _____
APPROVING UNINCORPORATED COMMUNITIES
FOR PARTICIPATION IN THE
FY 17 COMMUNITY REVENUE SHARING PROGRAM

A RESOLUTION APPROVING CERTAIN UNINCORPORATED COMMUNITIES AND THEIR RESPECTIVE NATIVE VILLAGE COUNCIL AND/OR INCORPORATED NONPROFIT ENTITY FOR PARTICIPATION IN THE FY17 COMMUNITY REVENUE SHARING PROGRAM.

WHEREAS, AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Revenue Sharing Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

WHEREAS, the unincorporated community has either a Native village council or incorporated nonprofit entity that will agree to receive and spend the Community Revenue Sharing payment for the public benefit of the unincorporated community; and

WHEREAS, the unincorporated community has 25 or more residents residing as a social unit; and

WHEREAS, at least three of the following services; fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue; are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying Native village council or incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality;

NOW THEREFORE BE IT RESOLVED THAT: The Assembly by this resolution hereby certifies that the following unincorporated communities and their respective Native village council or incorporated nonprofit entity are eligible for funding under the FY17 Community Revenue Sharing Program:

Unincorporated Community

Native village council or nonprofit entity

PASSED AND APPROVED by a duly constituted quorum of the Assembly of the _____

_____ this _____ day of _____, 20_____

SIGNED: _____
(Mayor)

ATTEST: _____
(Clerk)

Eligibility Requirements for Unincorporated Communities Located Within Boroughs and Unified Municipalities

Alaska Statutes AS 29.60.865 – .879, and

Alaska Administrative Code 3 AAC 180.070

Sec. 29.60.865. Eligibility requirements for reserves and communities.

(a) The department, with advice from the Department of Law, shall determine whether there is in each community or reserve an incorporated nonprofit entity or a Native village council that will agree to receive and spend the community revenue sharing payment. If there is more than one qualified entity in a reserve or community in the unorganized borough, the department shall pay the money to the entity that the department finds most qualified to receive and spend the money on behalf of the reserve or community. The department may not make a community revenue sharing payment to a Native village council unless the council waives immunity from suit for claims arising out of activities of the council related to the payment. A waiver of immunity from suit under this section must be on a form provided by the Department of Law. If there is no qualified incorporated nonprofit entity or Native village council in a reserve or community that is willing to receive the community revenue sharing payment and use the payment on behalf of that reserve or community, the payment for that reserve or community may not be paid. Neither this section nor any action taken under it enlarges or diminishes the governmental authority or jurisdiction of a Native village council.

(b) The department may make a community revenue sharing payment on behalf of a community in a borough or unified municipality only to the municipality for payment by the municipality to an incorporated nonprofit entity or Native village council that has been approved by the assembly and meets the requirements of (a) of this section. The department shall have written evidence of the assembly approval. If there is more than one qualified entity in a community in a borough or unified municipality, one of the entities may receive the entire payment, or the payment may be shared between two or more of the qualified entities, as determined by the assembly.

(c) A community in a borough or unified municipality is eligible for a community revenue sharing payment only if at least three of the following services are generally available to all residents of the community and each of the three services, in any combination, are provided by one or more qualifying incorporated nonprofit entities or a Native village council or are substantially paid for by the residents of the community through taxes, charges, or assessments levied or authorized by the borough or unified municipality:

- (1) fire protection;
- (2) emergency medical;
- (3) water and sewer;
- (4) solid waste management;
- (5) public road or ice road maintenance;
- (6) public health;

(7) search and rescue.

Sec. 29.60.879. Definitions.

(1) "community" means a place in the unorganized borough, in a borough, or in a unified municipality that is not incorporated as a municipality, that is not a reserve, and in which 25 or more individuals reside as a social unit;

3 AAC 180.070. Standards for payment on behalf of communities located within boroughs and unified municipalities

A borough or unified municipality shall submit to the division a resolution adopted by the assembly that clearly identifies

(1) the communities it has determined meet the eligibility criteria under AS 29.60.865, 29.60.879, and 3 AAC 180.110; and

(2) the Native village council or incorporated nonprofit entity located within each community listed under (1) of this section that it has approved as the recipient of the community revenue sharing payment.

Date & Location of Next Meeting

Adjournment