

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: November 15, 2024

NUMBER: 25-039

FM: Office of the Superintendent

SUBJECT: Approval of FY-25
Contract; J & H Consulting

STRATEGIC PLAN/BOARD GOAL:

Support student-centered learning environments.

ABSTRACT:

Contracts exceeding \$50,000 requires Board approval.

ISSUE:

At issue is the approval of the FY-25 lobbyist contract with J & H Consulting in the amount not to exceed \$75,000.

BACKGROUND AND/OR PERTINENT INFORMATION:

The NWABSD has contracted with J & H Consulting, Reggie Joule and Christine Hess, to assist administration with NWABSD lobbying and legislative priorities during the legislative session. Critical issues to be addressed include adequate funding for possible construction, coordination of the legislative fly-ins and the legislative priorities of the NWABSD. Administration believes it is crucial that the school district maintain a presence with Juneau year-round to assist our representatives and lobbyists with district issues.

The contracted amount for services and related expenses is a total not to exceed \$75,000. Contract to begin January 1, 2025 – December 31, 2025.

ALTERNATIVES:

1. Approve the FY-25 lobbyist contract J & H Consulting in the amount not to exceed \$75,000.00 as presented;
2. Disapprove the FY-25 lobbyist contract with J & H Consulting as presented;
3. Take no action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the FY-25 lobbyist contract with J & H Consulting in the amount not to exceed \$75,000.00 as presented.

Instructions for Completing MOA Form

1. You should have all of the information needed before completing and submitting the MOA. Please review the two-page MOA and if you have questions, contact Brad Eisel at 907-442-1822 or beisel@nwarctic.org.
2. If you are not the budget authority (BA) for this MOA, please get the BA's approval as shown by their signature on page 1, prior to submitting for approvals.
3. In the "Contractor Agrees To" section, please be as detailed as possible in describing the services to be provided by the Contractor, such as number of training days, type of service, etc.
4. In the "District Agrees To" section, list in detail what the District is to provide the Contractor for their services, such as reimbursement of air travel, lodging, ground transportation, per diem, miscellaneous costs (i.e. copies and faxes), and cost of services, such as daily rate, flat fee, etc. Do not enter Payment terms in this section.
5. In the "Payment Terms" section, detail the instructions for the payment(s) to the Contractor (i.e. to be paid in 4 installments as work is performed and invoice is provided, or one payment at the completion of services when invoice is presented).
6. The MOA Control # is filled in on page 1 and on page 2 Section B, after MOA has all required approvals.
7. Remember to give yourself plenty of time to complete the MOA form and get the necessary approvals and signatures prior to having the services performed by the Contractor.
8. This contract may be terminated by either party with a 30-day written notice.

Northwest Arctic Borough School District

P. O. Box 51 Kotzebue, AK 99752

MEMORANDUM OF AGREEMENT (MOA)

MOA's for more than \$50,000 must be approved by the School Board prior to start of Contract

In a fiscal year MOA's to the same Contractor totaling more than \$50,000 must be approved by the School Board prior to start of Contract

Remember to follow federal procurement regulations when using federal funds to support the MOA

TAB BETWEEN FIELDS

Contractor: J&H Consulting LLC.

Name of Company

MOA Control #:

Contact Brad Eisel for #

Address: PO BOX 23293

Street or POB

JUNEAU

City

AK

State

99802

Zip + four

907

Area Code

350-5057

Phone #

-

Fax #

E-mail Address

Federal ID #:

Enter without Dashes

Or

Soc. Sec. #:

Enter without Dashes

Alaska Business License #:

01/01/2024

Start Date (mmddyy)

12/31/2025

End Date (mmddyy)

☐ W-9 Attached

☐ W-9 Submitted Previously

Verify with Brad Eisel

Contractor Agrees To: SEE ATTACHED STATEMENT

If additional space is needed, indicate here ☐ **See attachment**

District Contact Person: Terri Walker

Phone #: 907-442-1802

Ext

Email Address: twalker@nwarctic.org

Fax #: (907)442-2246

District Agrees To: Provide information as requested in order for the contractor to perform his services as District Lobbyist and Consultant.

If additional space is needed, indicate here ☐ **See attachment**

Payment Terms: Payable upon completed work and submission of invoice(s).

Pay reimbursement as appropriate for any travel relevant to District needs as requested by the Superintendent.

If additional space is needed, indicate here ☐ **See attachment**

Enter Account Code as: XXX.XXX.XXX.XXX.XXX

Amount

Account #: 100.099.511.012.410

\$ 75,000.00

Account #:

\$

Total:

\$ 75,000.00

MOA Not to Exceed: \$ 75,000.00

Budget Authority Approval: _____

Additional Conditions/Provisions

A - GENERAL INFORMATION

1. All associated costs, not limited to fees and reimbursables, must be included in the MOA. All MOA's for more than \$50,000 require prior School Board approval before Contractor provides any service. (BP 3312)
2. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to Brad Eisel. It is important to verify funds are available before submitting.
3. Prior to the starting date of the contracted services and/or activities, the Contractor and NWABSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have approved and signed the MOA.
4. The District Contact Person will be responsible for obtaining the Contractor's signature and submitting the original MOA to Brad Eisel along with a W-9 for tax purposes.
5. The District Contact Person must approve for payment all Contractor invoices and verify receipts and backup documentation prior to submission for payment to the Accounting Department.
6. The Contractor must pay all expenses, and submit receipts for reimbursement, (airline receipt, hotel receipt, other travel related expenses). Mileage tickets are not eligible for reimbursement.
7. MOA's cannot be used for employee contracts or work agreements.
8. Any NWABSD employee who authorizes services prior to the required approvals may be subject to disciplinary action up to and including termination. (BP 4118, 4218)

B - CONTRACTOR RESPONSIBILITIES

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named as the Contact Person.
2. In accordance with the payment terms set forth on page 1, the Contractor shall submit a detailed invoice with the dates the services were provided and the appropriate documentation (copies of itineraries, airline tickets, hotel bills, ground transportation, etc.) to the District Contact Person for approval of payment. This **MOA Control #:** must be on the invoice.
3. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
4. A W-9 must be on file with the NWABSD or submitted with this MOA.
5. The Contractor must provide proof of any liability insurance coverage required on page 1 of this MOA.
6. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NWABSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.
7. This contract may be terminated by either party with a 30-day written notice.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN.

Any changes in the terms of this MOA must be on an ADDENDUM FORM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

Natalie Dickey

Business Office Manager of Administrative Services Fiscal
Approval

Business Office Manager's Signature

Date (mm/dd/yy)

Terri Walker

Superintendent –Authorized Signer NWABSD

Superintendent's Signature

Date (mm/dd/yy)

Contractor

Contractor's Signature

Date (mm/dd/yy)

**PROPOSAL FOR
NORTHWEST ARCTIC SCHOOL DISTRICT AND BOARD
LOBBYING SERVICES
Legislative Session 2025**

**J&H Consulting, LLC
P.O. Box 23293
Juneau, AK 99802
and
P.O. Box 673
Kotzebue, AK 99752**

Contact: Reggie Joule (907) 350-5057

Greetings,

First, we would like to thank the Northwest Arctic Borough School District, all of the Board members, administration and Superintendent Walker for the opportunity to work with you the last seven years, it has been a pleasure. In fact, J&H Consulting is very proud that the NWABSD was one of our first clients. Our firm's objective is to work with our clients as partners in achieving your goals and objectives. We work with our clients in telling their unique story in such a way that targeted organizations want to assist our clients in reaching their goals. Luckily, the Northwest Arctic Borough School District (NWABSD) has a great story to tell with the district and Board successfully using innovative approaches for education delivery. For those of you that don't know us very well, the J&H principals are Christine Hess and Reggie Joule. Christine is an attorney, real estate developer, and lobbyist with extensive experience in state and local government. Reggie Joule served eight terms in the Alaska state legislature representing District 40, and one term as Mayor of the Northwest Arctic Borough. John Walsh has been lobbying many years and has roots in rural Alaska. The firm continues to maintain a wide network of relationships in the state capital and executive branch that provides access to timely information. J&H is one of the few lobbying firms that has lobbying experience on three levels: from within the legislature, from within a local government, and on behalf of private clients. This experience helps J&H effectively advance our clients' priorities.

We appreciate you taking the time to review our proposal.

Best Regards,

Reggie Joule and Christine Hess

Reggie Joule and Christine Hess, Partners
J&H Consulting LLC

J&H uses a variety of methods and approaches to effectively lobby for our clients. First and foremost, we have established a large network within the legislature, the governor's office, and executive branch agencies, many of whom we have worked with for over twenty years. The J&H team has a reputation for working across party lines and meeting and respecting both the minority and majority caucuses, regardless of how political winds shift. We are known for finding common ground and building bridges between diverse groups and political positions to find commonsense solutions to problems. This work history brings the J&H team significant good will in Juneau. We have a history of working quietly behind the scenes to get results. We respect and pay attention to people at all levels of the political process, including the most junior staffers and even building staff, and we often gain unexpected access to information from this network. We utilize our network to help advance our clients' priorities.

J&H also believes that an important part of lobbying is effective messaging. Working with our clients, we analyze the client's history, priorities, and achievements, and then develop a clear message. We develop printed materials supporting the message and use these materials as tools during visits to the Capitol, leaving them in legislative offices to reinforce our face-to-face communications.

During session, J&H arranges client visits with legislators and the administration both in and out of the Capitol building. With our office location less than a block from the Capitol, informal sidewalk and coffee shop meetings have always enhanced our effectiveness. We work with our clients to reemphasize the developed message, maintain focus on client priorities, and to repeat the message as often as possible to decision makers. Throughout the session we maintain frequent contact with key legislators, the administration and our clients. We monitor all bills and budget items important to our clients.

J&H Consulting approaches the session in three quarters. For the upcoming year and legislative session, J&H Consulting proposes the following approach and strategy to accomplish its priorities:

Phase One - Preliminary Start, December 15th to January 30th. During phase one of the legislative session, J&H will work with the school district to accomplish the following:

- Establish priorities and goals, and meet with the NWABSD to ensure that we have a firm understanding of your needs;
- Establish a written and oral communication schedule with the NWABSD for the legislative session;
- Determine if there are any partners to work with in achieving the NWABSD's priorities like NWALT, conduct outreach, set up meetings to advance the client's interest;
- Develop a strategy to advance awareness of the NWABSD's accomplishments, priorities, and funding needs;
- Review all bills, including the operating and capital budgets, and flag bills to monitor and review with the school NWABSD. Determine whether bill amendments are needed, or legislation needs to be introduced and draft any needed language. Find sponsors to advance legislation or needed changes;

- Schedule an initial round of legislative and administrative visits to advance the NWABSD's priorities;
- Notify the school district of any meetings it should attend or chances to testify or provide written comments as appropriate, and assist with any written material as requested;
- Work with the representatives from the school district and board on advancing the NWABSD's priorities;
- Ensure the NWABSD's capital projects are included in the legislative budget database or are on DEED's capital construction and maintenance lists;
- Advocate on all levels for the NWABSDs outlined priorities;
- Attend relevant meetings and report to the NWABSD;
- Provide written and oral updates to client, maintaining a close working relationship with the NWABSD;
- When needed, engage in outreach and communication with the administration, state agencies, or other entities;
- Touch bases with legislative leadership on the strategy and plans for the legislative session; and
- Seek alliances with other organizations with similar priorities and perform outreach.

Phase Two - Middle Zone, February 1st to March 1st: This period is the monitoring period, when it is necessary to ensure that any legislation, including budgets, are making steady progress through the committee process. If any legislation is being held up, J&H will work to resolve problems and move the legislation forward. Adjustments to strategy may occur as needed and in consultation with the NWABSD. If a first round of visits did not occur by January 30th, it is essential that legislative and administrative visits take place at this point. If visits did take place, a second round of visits may occur to follow up on questions and to meet with a different group of legislators. During this phase, J&H will continue performing the tasks outlined above and also perform the following:

- Monitor all targeted bills and budget items and notify NWABSD of any progress;
- Bring any newly relevant introduced legislation to the NWABSD's attention. Propose, draft and find sponsors for any needed amendments;
- Attend relevant meetings and report to NWABSD. Provide written and oral updates to NWABSD;
- Schedule needed meetings with legislators or administration officials to keep priority legislation moving through the process, with a focus on committee members that are hearing or will hear priority legislation;
- Notify the NWABSD of any meetings it should attend or chances to testify or provide written comments as appropriate, and assist with any written material as requested;
- Revise legislative strategy as needed with client;
- Advocate for the NWABSD's priorities on all levels;
- Touch basis with legislative leadership on the strategy and plans for the legislative session;
- Continue to build relationships and alliances with legislators, the administration, and other organizations; and
- Provide written and oral updates to the client and maintain a close working relationship with the NWABSD.

End Game, March 1st to End of Session: This final phase of session requires a daily physical presence in the Capitol and active monitoring of all legislation and budgets, as legislation can change quickly and with little notice, especially after the 24-hour rule goes into effect. J&H will actively keep in contact with the NWABSD and any legislator carrying legislation or a capital or operating item that is a client priority, as well as checking in frequently with the leadership offices on the end game strategy. Any last-minute strategy adjustments will be made in consultation with the NWABSD. A final round of legislative visits may be arranged with a select group of key legislators or the administration as needed to get legislation passed. Contact with the NWABSD will be significantly increased during this period. All of the work outlined above will continue on an accelerated schedule. All work performed under the scope of work will be conducted with frequent client consultation. After session concludes, J&H Consulting will provide a final written presentation and an in-person presentation summarizing the legislative session. J&H would perform the same services for any special sessions.

Toward the end of session, planning for a legislative trip should begin. If the NWABSD wants J&H Consulting can work with other local organizations to arrange a legislative and administrative visit to the region.

Capital Budget Strategy:

With the exception of last year, capital budgets recently have been small and comprised mainly of projects that are federally funded, requiring only a state match. It is important to recognize this factor when planning strategies. It will be important to provide legislators with a detailed and persuasive explanation of any proposed capital projects, and how it will benefit the NWABSD and State over the long term. Working with the NWABSD, we would develop a strong argument for any proposed capital project and how it will positively benefit both the economy of the area and of the State of Alaska as a whole. Next, working with the NWABSD, we would neatly package the information in a pamphlet or brochure that can be left with legislators and other staff. The same information will be used to input any projects into the capital legislative database, as projects must be in this database in order to be funded. Next, J&H Consulting will work with the NWABSD to inform key legislators and legislative leadership about the importance of funding the project. We would advocate funding the project through either the capital budget or any general obligation bond legislation. The last bond package was in 2012, and there has been discussion on advancing a bond package over the last several years. J&H Consulting will push for a bond package or a larger capital budget as a way to stimulate the economy and create jobs as Alaska bounces back from the pandemic.

Another possibility of funding for any capital projects could be through grants or federal legislation. J&H Consulting will monitor proposed federal legislation that may impact schools and possible grant opportunities from the federal government and other entities. J&H Consulting will be ready to forward funding opportunities from these potential sources to the NWABSD team. This strategy would be for any capital items that aren't included on DEED's school construction and maintenance lists that determine the order of funding for certain school projects. Advocacy for any DEED listed school construction or maintenance projects for the NWABSD will include advocating for enough funding that some of the school districts projects are included in the funding which happened last year for 2 of NWABSD projects!

Federal Visit: If requested by the client, J&H Consulting can arrange a visit to Washington, DC with the federal delegation, Department of Education, and other organizations. This would include setting up all visits, assisting with priorities and any written materials, meeting preparation, and accompanying the NWABSD team members on the visits. J&H Consulting would not be directly lobbying but assisting in the federal process.

Fee Proposal: We would propose a fee of \$70,000.00 for the year and direct reimbursement for airfare and hotel for any trips to Washington, D.C., Anchorage or Kotzebue for a legislative tour with a not to exceed amount of \$5,000.00. J&H Consulting will be fully responsible for paying our subcontractor, John Walsh.

Conclusion:

J&H is one of the few lobbying firms with experience on three levels: from within the state legislature as an elected official and chief of staff; from a local government perspective as a mayor, attorney, and government affairs director; and as a lobbying firm lobbying for the interests of private clients. Reggie has a total of 20 years of experience in advocacy or lobbying work on behalf of his constituents and clients. Christine has a total of 17 years of advocacy or lobbying work on behalf of constituents and clients, and a number of years of experience as an attorney advocating for the education community. John brings more years of experience and roots in rural Alaska. Many of our combined years of advocacy have been focused on the Northwest Arctic region. J&H Consulting is a small firm with a strong commitment to working with our clients to achieve their priorities. J&H Consulting thanks the NWABSD and Board for the opportunity to submit this proposal. We have really enjoyed working with the NWABSD and Board over the years. Together we have accomplished many of our goals!

Best regards,

Christine Hess, John Walsh and Reggie Joule