



CITY OF NORTH POLE
Regular Meeting
April 15, 2024
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, April 15, 2024
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Emily Braniff, CMC
907-488-8583

COUNCIL MEMBERS

Chandra Clack – Mayor Pro Tem	907-460-3767
Anton Keller – Deputy Mayor Pro Tem	907-987-2548
Larry Terch – Alt. Deputy Mayor Pro Tem	907-378-9233
Jeffrey Jacobson	907-460-7733
Benny Williams	907-388-5911
David Skippis	907-750-5106

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda
5. Approval of the Minutes from April 1, 2024
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
9. Communications from Department Heads and Borough Representative
10. Ongoing Projects Report
11. Unfinished Business
12. New Business
 - a. Ordinance 2024-05 – Acceptance of Grant Funds
 - b. Request to Council – Acceptance of Grant Funds from DHS&EM SHSP23-GY-23 - \$115,692.00

13. Council Comments

14. Adjournment



**Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, April 1st, 2024, in the North Pole City Hall Council Chambers.

CALL TO ORDER/ROLL CALL

Mayor Michael Welch called the regular City Council meeting of Monday, April 1st, 2024, to order at 7:00 p.m.

Present:

Mayor Welch
Chandra Clack – Mayor Pro Tem
Anton Keller – Deputy Mayor Pro Tem
Larry Terch – Alt. Deputy Mayor Pro Tem
Jeffrey Jacobson

Absent:

Benny Williams
David Skipps

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by City Clerk Emily Braniff

INVOCATION

Given by Mr. Terch

APPROVAL OF AGENDA

Mr. Keller *moved* to approve the agenda of April 1st, 2024

Seconded by Mr. Terch

Mr. Jacobson *moved* to amend the agenda to move item a. Request to Council – Accept Volunteer Fire Capacity (VFC) Grant Funds \$6,489.00, b. Appoint Bethany Spence as North Pole Representative FAST Project Enhancement Committee and c. Request to Council – Use Stantec the Engineer of Design for City Utilities Construction Standards Update to the Consent Agenda.

Seconded by Ms. Clack

UNFINISHED BUSINESS

NEW BUSINESS

- a. Request to Council – Accept Volunteer Fire Capacity (VFC) Grant Funds \$6,489.00
- b. Appoint Bethany Spence as North Pole Representative FAST Project Enhancement Committee
- c. Request to Council – Use Stantec the Engineer of Design for City Utilities Construction Standards Update

On the Agenda, as Amended

DISCUSSION

None

PASSED

Yes: Keller, Terch, Jacobson, Clack, Welch

No: 0

Absent: Williams, Skipps

On the Agenda

DISCUSSION

None

PASSED

Yes: Clack, Terch, Jacobson, Keller, Welch

No: 0

Absent: Skipps, Williams

APPROVAL OF MINUTES

Mr. Jacobson *moved to approve* the minutes from the March 18th, 2024, meeting.

Seconded *by* Ms. Clack

On the Minutes

DISCUSSION

None

PASSED

Yes: Terch, Keller, Jacobson, Clack, Welch

No: 0

Absent: Williams, Skipps

COMMUNICATIONS FROM THE MAYOR

Mayor Welch reported he submitted testimony to the Alaska Legislature regarding PFOS/PFOA. Mayor Welch shared events that will be upcoming to include the Veteran's Appreciation Banquet he and Ms. Clack and their spouses were planning to attend.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE

Fire Department, Chief Heineken

Chief Heineken spoke about the positive impact of having a quality staff at the Fire Department who was able to determine what was going on with one of their engines batteries and they were able to get it up and working again. Chief Heineken stated the engine is getting older and should be phased out in 2031 which is only seven years away and discussed how to save money for a new engine going forward. He spoke to a Medicaid reimbursement that was received from ambulance call outs, Mr. Jacobson asked if that money could be budgeted toward a new ambulance. Chief Heineken stated that he would love to see some revenue saved toward a future ambulance purchase.

Mayor Welch and Chief Heineken spoke about the expense of new equipment at the Fire Department, especially the fire trucks and ambulances. Mayor Welch spoke of the importance of the equipment the department uses and how much he values saving money toward their future purchases.

City Clerk, Emily Braniff

Ms. Braniff shared that North Pole City Hall will be a voting location for both the Primary Election, August 20th and for the General Election November 5th. She shared that North Pole City Hall will also host early voting 10 days prior to the May 7th Fairbanks North Star Borough Special Election. Ms. Braniff stated North Pole City Hall will also have early voting 2 weeks prior to the October 1st Municipal Election.

Mayor Welch asked Ms. Braniff how Maggie Kimmel Deputy Clerk/Human Resources Administrator was doing in her role; Ms. Braniff reported she is doing an exemplary job.

ON GOING PROJECTS

Mr. Jacobson stated the North Pole Economic Development Committee met for a second time, it was a robust working session they reviewed the strategic development plan in detail and started formulating an action plan going forward. He stated the next meeting will be held April 18th, 2024, at 7:00 p.m. in North Pole City Council Chambers.

Ms. Braniff pulled the North Pole City Website up on the monitor in Chambers and referenced the main banner bar reflecting information about the North Pole Economic Development Committee's next meeting.

Mayor Welch pointed out that there were only 267 shopping days left until Christmas, which is notated on the city website.

COUNCIL MEMBER COMMENTS

Mr. Keller wished everyone a happy Easter and shared that he is excited about the future of the North Pole Economic Development Committee and how it may help the community. Mr. Keller asked everyone to drive safely and to watch out for children who are now out on bikes since it is spring.

Mr. Terch thanked the City Services Department for clearing the sidewalks and asked everyone to be aware and watch out for motorcycles that are now out because of the increased sunshine.

Mr. Jacobson shared that he hoped everyone had a wonderful Easter weekend. Mr. Jacobson reported he handed out two handouts, one which spoke to the Legislative Priorities of the City of Fairbanks the other related to Clean Up Alaska Day coming up on May 11th. Mr. Jacobson highlighted the Make it Shine handout and shared his interest in the junk car portion of the event, he shared his hope that the Code Committee could meet to discuss. Mr. Jacobson stated the vehicles need to be cleaned out and drained of all liquids and then they would be recycled free of charge. Mr. Jacobson thanked Chief Heineken for the positive report from the Fire Department.

Ms. Clack stated she attended the Chamber Lunch at the Interior Gas Utility and she learned where they will be extending utility service to over the coming summer. Ms. Clack shared her excitement about people being able to have their junk cars removed in an economic manner from their properties.

Mayor Welch spoke to the history of the North Atlantic Treaty Organization (NATO) and the importance of the organization; he shared Iceland is the only member of NATO that does not have an Army but that they have big hearts.

ADJOURNMENT

Mr. Keller *moved* to adjourn.

Seconded *by* Mr. Terch

The regular meeting of Monday, April 1, adjourned at 7:42 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, April 15, 2024.

ATTEST:

Emily Braniff, CMC
City Clerk

1
2
3 **ORDINANCE 2024-05**
4 **AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE**
5 **2024 BUDGET TO ACCEPT GRANT FUNDS**

6 **WHEREAS**, changes to practices and policies is a continually changing
7 requirement; and
8

9 **WHEREAS**, the City of North Pole budget should be amended to conform to the
10 requirements of the City; and
11

12 **WHEREAS**, adjustment in the budget are necessary to remain compliant with
13 Council approved authorizations and budget management rules, and
14

15 **WHEREAS**, fiscal notes are the method prescribed by the code to amend a
16 budget; and
17

18 **WHEREAS**, fiscal notes have been reviewed by the Accountant and Mayor for
19 accuracy and will be recorded as amendments to the budget upon approval.
20

21 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole
22 that it approves changes as listed in the attached fiscal note accepting grant
23 funds from Volunteer Fire Capacity Grant Funds, totaling \$6,489.00 and State
24 of Alaska, Division of Homeland Security & Emergency Management for 2022
25 State and Local Cybersecurity Grant Program totaling \$31,460.00.
26

27 **Section 1.** This ordinance is of a general nature and shall not be codified.
28

29 **Section 2.** Effective date.

30 This ordinance shall become effective immediately upon passage.
31

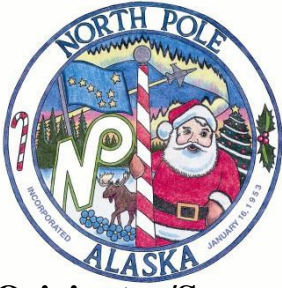
32 **ADOPTED THE ____ DAY OF MAY 2024.**
33
34

35 _____
36 Mayor: Michael W. Welch

37 ATTEST:
38
39

40 _____
41 Emily Braniff, CMC
42 City Clerk
43
44

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2024

Ordinance: 24-05

Originator/Sponsor: Chief Heineken and Robert Wallace

Date: April 11, 2024

Does the Ordinance or Resolution have a fiscal impact? Yes X

<u>Fund- Dept.</u>	<u>Account Description</u>	<u>Account #</u>	<u>Debit</u>	<u>Credit</u>	<u>Effect</u>
FD Grant Fund	Volunteer Fire Capacity Grant Expense	31-09-9-9000	6,489.00		Increase
FD Grant Fund	Volunteer Fire Grant Revenue	31-38-0100		6,489.00	Increase
UT Grant Fund	2022 State & Local Cybersecurity Exp	43-04-9-9050	31,460.00		Increase
UT Grant Fund	2022 State & Local Cybersecurity Rev	43-39-3150		31,460.00	Increase

Prepared By: Tricia Fogarty **Date:** April 11, 2024

Finance Approval: Tricia Fogarty **Date:** April 11, 2024



North Pole Police Department



Chief Steve Dutra
125 Snowman Ln.
North Pole, AK 99705
907-488-6902
Northpolepolice.org

April 9, 2024

To: Mayor Welch and North Pole City Council

Re: Acceptance of Grant Funds from DHS&EM

SHSP23 GY 23 - \$115,692.80

Honorable Council members:

The North Pole Police Department has received confirmation that we have been given a grant award from the State of Alaska DHS&EM in the amount of \$119,330.00 for upgrades to our body and some car cameras along with our server and software.

We were awarded \$119,330.00 but have sought a sole source approval from DHS&EM for \$115,692.80 in order to meet the current expectations and vehicle configurations. The remaining funds will be expended at a later date.

We have completed all the grant requirements for the use of these funds and are asking for sole source approval from the council in accordance with NPMC section 4.16.060 and 4.16.050. Motorola is also a NASPO approved contractor through the state of Alaska. A sole source is needed in order to maintain system compatibility and to maintain files and data storage configuration we have had for over a decade.

I am requesting the council accept these funds and allow us to formally send that request to the State of Alaska DHS&EM. As you know these funds will help significantly with supplementing our departments with much needed equipment that we would otherwise struggle to find in these tight budget cycles.

Thank you very much.

A handwritten signature in black ink, appearing to read "S. Dutra".

Chief Steve Dutra



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

March 29, 2024

The Honorable Michael Welch, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2023 State Homeland Security Program, EMW-2023-SS-00037-S01
State Program No.: 23SHSP-GY23
Amendment 1, Effective March 26, 2024

Mayor Welch:

Enclosed is the Award Amendment for the City of North Pole's 2023 State Homeland Security Program. This amendment removes Project 1 from Special Condition A, requiring submittal of an Environmental Historic Preservation (EHP) Statement of Work Request. After review of the project with the jurisdiction, there is no activity in the project which may have potential to impact EHP resources. This is an administrative action and does not require jurisdiction signature. All previous Grant Terms and Conditions, Grant Requirements, and Assurances and Agreements still apply.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document and file with your records.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at mva.grants@alaska.gov.


Sincerely,

A handwritten signature in black ink, appearing to read "Will A. Dennis".

William A. Dennis
Administrative Operations Manager

Enclosure(s): Obligating Award Document
Project Budget Details Report



cc: Stephen Dutra, Subrecipient Project Manager
Patricia Fogarty, Subrecipient Chief Financial Officer

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 1 <hr/> FEDERAL AWARD DATE August 24, 2023 <hr/> FEDERAL GRANT PROGRAM 2023 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER EMW-2023-SS-00037-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM:	October 1, 2023	AMENDMENT #:	1	AWARD AMOUNT \$193,330.00	
		TO:	September 30, 2025	EFFECTIVE DATE:	March 26, 2024		
		STATE PROGRAM NUMBER					
UEI Number	WFLFBAZG5SN9			FUNDING ALLOCATION			
EIN	92-6001585			PLANNING	\$35,000.00	EXERCISE	
METHOD OF PAYMENT	Electronic			TRAINING		EQUIPMENT	\$158,330.00
PURPOSE OF AWARD							
<p>This amendment removes Project 1 from Special Condition A, requiring submittal of an Environmental Historic Preservation (EHP) Statement of Work Request. After review of the project with the jurisdiction, there is no activity in the project which may have potential to impact EHP resources.</p> <p style="text-align: center;">Final Report Due: November 15, 2025</p>							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]							
All previous Grant Requirements and Program Terms and Conditions still apply							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
<p>(A) The City of North Pole shall not undertake any project having the potential to impact Environmental or Historic Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The City of North Pole must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the City of North Pole must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the City of North Pole will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. The City of North Pole must submit an Environmental Historic Preservation (EHP) Statement of Work Request for the following project(s):</p> <p style="text-align: center;">3. Public Works Backup Generator</p>							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	(907) 428-7000		
				FAX	(907) 428-7009		
STATE PROJECT MANAGER		PHONE	FAX	EMAIL			
Tiffany Peltier		(907) 428-7026	(907) 428-7009	mva.grants@alaska.gov			
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE	NOT REQUIRED			DATE
			3-28-2024				
FOR STATE USE ONLY							
GAE:	240003986	Vendor Number:	CNP84676	Date Returned			



Project Budget Details **2023 State Homeland Security Program** **North Pole, City of** **Reported Revision 0**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Other	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP	3/26/2024	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA	Federal:	\$119,330.00	\$0.00	\$119,330.00
Item: Camera System for Law Enforcement							
Description: Purchase and installation of new server, software, body worn cameras, and car systems that will link with our video servers for the North Pole Police Department.							
Investment: Strengthen Whole Community Preparedness							
2	Plan.Org	Conduct.Assessments	Emergency Management	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA	Federal:	\$35,000.00	\$0.00	\$35,000.00
Item: Physical Security Assessment							
Description: Hire an external organization to conduct a physical security assessment including water and sewer utility, Supervisory Control and Data Acquisition penetration testing, a physical security assessment of all City buildings and facilities, a detailed summary of findings, identified risks, and recommendations.							
Investment: Equipment and Capital Projects							
3	Equipment	Power	Emergency Management	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP		<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA	Federal:	\$39,000.00	\$0.00	\$39,000.00
Item: Public Works Backup Generator							
Description: Purchase and installation of a backup generator for North Pole's Public Works (PW) Department.							
Investment: Equipment and Capital Projects							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:				\$0.00	\$0.00	\$0.00	\$0.00
Federal:				\$193,330.00	\$193,330.00	\$0.00	\$193,330.00
Grand Total:				\$193,330.00	\$193,330.00	\$0.00	\$193,330.00

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 8	
						FEDERAL AWARD DATE	
						August 24, 2023	
						FEDERAL GRANT PROGRAM	
						2023 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER	
						EMW-2023-SS-00037-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of North Pole 125 Snowman Lane Noeth Pole, AK 99705		FROM:	October 1, 2023	AMENDMENT #:			
		TO:	September 30, 2025	EFFECTIVE DATE:			
		STATE PROGRAM NUMBER			23SH5P-GY23		
UEI NUMBER		WFLBAZG55N9		FUNDING ALLOCATION			
EIN		92-6001585		PLANNING	\$35,000.00	EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	\$158,330.00
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. See attached for continued Grant Requirements and Program Terms and Conditions.							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details.)							
See Attached							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	(907) 428-7000		
				FAX	(907) 428-7009		
STATE PROJECT MANAGER		PHONE	FAX	EMAIL			
Tiffany Peltier		(907) 428-7026	(907) 428-7009	mva.grants@alaska.gov			
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
		DATE	10-17-2023			DATE	11-20-23
				Mayor, City of North Pole, Alaska			
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	23SHSPNP	2SHSP2023	GYSHSP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, EHP, BABAA, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also, the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients under \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles
2 CFR Part 200 Subpart E Cost Principles
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](#)
3. Audit Requirements
2CFR Part 200 Subpart F Audit Requirements
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](#)
 - a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.

- b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
 - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
 - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving.

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance

If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition..

SHSP Program Terms and Conditions

The total allocation of the 2023 State Homeland Security Program awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$4,847,500.00, under *Federal Grant EMW-2023-SS-00037-S01, CFDA# 97.067*. The City of North Pole has been awarded \$193,330.00 which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. The instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2023 through September 30, 2025. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) **Changes to Award:** All change requests must be submitted in writing, or electronically to the DHS&EM Project Manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) **Reporting Requirements:** The City of North Pole shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <https://www.ready.alaska.gov/Grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/1/2023 - 12/31/2023	01/20/2024
2	1/1/2024 - 3/31/2024	04/20/2024
3	4/1/2024 - 6/30/2024	07/20/2024
4	7/1/2024 - 9/30/2024	10/20/2024
5	10/1/2024 - 12/31/2024	01/20/2025
6	1/1/2025 - 3/31/2025	04/20/2025
7	4/1/2025 - 6/30/2025	07/20/2025
8	7/1/2025 - 9/30/2025	10/20/2025
9	Final Report	11/15/2025

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. The *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) **Signatory Requirements:** The primary Signatory Official, Project Manager and Financial Officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the Project Manager, Signatory Official and the Financial Officer must be three different signatures.

(D) **Reimbursements:** Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g., copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report*, and documentation of payment must be included. Reimbursable expenses include:

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee's name, position, coded allocation to the project, and amount paid are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as

per the recordkeeping requirements in Section O. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.

- **Contracts:** All sole-source procurements, single vendor responses to a competitive bid, and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation is required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after the conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant-funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs, not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fundraising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* must be submitted to DHS&EM annually each June 20 with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without written approval from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) Build America, Buy America Act (BABAA): The City of North Pole must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(H) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

(I) **Contracts:** Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(J) **Use of DHS Seal, Logo, and Flags:** All subrecipients must obtain DHS&EM approval before using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(K) **Publications and Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security, or the State of Alaska.*

(L) **Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(M) **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17, for additional information and guidance.

(N) **False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with the requirements of 31 U.S.C. § 3729, which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

(O) **Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award or audit if required. Time, effort, personnel, and payroll records must be maintained for all individuals reimbursed under the award. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement, or transfer of the property and equipment.

(P) **Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified in the Quarterly Activities Plan
3. Percent measurable progress toward completion of the project
4. How funds have been expended during the reporting period, and explain expenditures related to the project

(Q) **Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of North Pole's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook.

(R) **Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of North Pole of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of North Pole must respond within five (5) days of receipt of notification:

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(S) **Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to the City of North Pole stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse the City of North Pole only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) **Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Commerce and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(U) **Project Implementation:** Due to the competitiveness of the 2023 State Homeland Security Program, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should notify DHS&EM of the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(V) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2023 State Homeland Security Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood, and accepted these documents as binding.

(W) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend a 2023 Grant Kick-Off Meeting to be held electronically in November 2023.

(X) The City of North Pole must complete a Quarterly Activities Plan by January 20, 2024. Information on this requirement will be emailed and provided at the 2023 Grant Kick-Off meeting.

(Y) The City of North Pole must attend the state's Multi-Year Integrated Preparedness Planning Workshop (IPPW), to be held in conjunction with the 2024 Preparedness Conference, and develop a local jurisdiction Multi-Year Integrated Preparedness Plan (IPP) to be submitted to DHS&EM by March 1, 2024.

(Z) The City of North Pole must complete/update the Alaska Assessment annually by September 30.

(AA) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2023, the Alaska Assessment will be required to report NIMS compliance for future preparedness award eligibility.

(BB) The City of North Pole must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2023. More information on this online self-assessment will be provided at the 2023 Kick-Off Meeting and can be found in the 2023 HSGP NOFO: [Fiscal Year 2023 Homeland Security Grant Program Notice of Funding Opportunity \(alaska.gov\)](#).


(CC) The City of North Pole must complete the quarterly THIRA/SPR surveys.

Special Conditions


(A) The City of North Pole shall not undertake any project having the potential to impact Environmental or Historic Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. The City of North Pole must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the City of North Pole must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the City of North Pole will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. The City of North Pole must submit an Environmental Historic Preservation (EHP) Statement of Work Request for the following project(s):

1. Camera System for Law Enforcement
3. Public Works Backup Generator

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.


Project Manager's Signature


Chief Financial Officer's Signature


Mayor, City of North Pole, Alaska
Signatory Official's Signature



Project Budget Details **2023 State Homeland Security Program** **North Pole, City of** **Reported Revision 0**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Other	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$119,330.00	\$0.00	\$119,330.00
Item: Camera System for Law Enforcement Description: Purchase and installation of new server, software, body worn cameras, and car systems that will link with our video servers for the North Pole Police Department. Investment: Strengthen Whole Community Preparedness							
2	Plan.Org	Conduct.Assessments	Emergency Management	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$35,000.00	\$0.00	\$35,000.00
Item: Physical Security Assessment Description: Hire an external organization to conduct a physical security assessment including water and sewer utility, Supervisory Control and Data Acquisition penetration testing, a physical security assessment of all City buildings and facilities, a detailed summary of findings, identified risks, and recommendations. Investment: Equipment and Capital Projects							
3	Equipment	Power	Emergency Management	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$39,000.00	\$0.00	\$39,000.00
Item: Public Works Backup Generator Description: Purchase and installation of a backup generator for North Pole's Public Works (PW) Department. Investment: Equipment and Capital Projects							
					Adjusted Grant Total	Total PBD Allocations	Summary Balance
					State:	\$0.00	\$0.00
					Federal:	\$193,330.00	\$193,330.00
					Grand Total:	\$193,330.00	\$193,330.00
						Total Expenses	
						\$0.00	

Procurement Method Report Sole Source / Inadequate Competition

Use this form for Procurements (purchases/orders) that are Sole Source or Inadequate Competition. (Note: this is not the same as a pre-bid contract, if the purchase is using a pre-bid contract, please use the appropriate form.)

Subrecipients shall accomplish **three (3)** requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager's signature is adequate certification that competition was done, and that the Subrecipient is complying with the most stringent procurement procedures-whether federal, state, or local).

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subrecipient: City of North Pole

Grant Award/Disaster Number: 2023-ss-00037 PBD/PW/PJ: 1

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

NOTE: DHS&EM will no longer approve (nor reimburse) this type of procurement after the purchase is made. E-mail to mva.grants@alaska.gov for approval

Sole Source/Inadequate Competition	
Vendor:	Motorola Solutions
Purchase Amount:	\$115,642.80
Justification for Vendor Selection – Provide justification for Vendor Selection in the below box. Please include any written supporting documents providing justification for vendor selection. Explanations of exemptions must contain findings of fact. Evidence must be included, consisting of material facts sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.	
<p>The North Pole Police Department currently has Watchguard video systems installed in all patrol cars and in a station interview room. All officers are equipped with Watchguard body cameras. Watchguard was recently acquired by Motorola Solutions. All video system upgrades must be backwards compatible with the current system already in use. The only vendor with a camera system that is compatible with the current system in use at NPPD is Motorola Solutions. Additional analysis during the project implementation has positively affected the purchase structure we are seeking within the scope of the grant. This resulted in a small deviation from the original project description.</p> <p>Motorola was able to confirm that our existing in-car systems (4RE) can be upgraded to the new EL5 software system and will uplink without any hardware replacement. This is a preferable outcome because it allows NPPD to utilize more existing hardware until end of life, extending expected service life significantly. This front-end cost savings will also allow us to purchase hardware licenses for all vehicle systems migrating to EL5, two extra V300 body cameras for use in NPPD interview rooms, an additional data transfer station and four new M500 in car camera systems to be installed in four new vehicles obtained in 2024 and 2025. These adjustments are being made based on new information received from the vender after the grant application was submitted. The hardware licenses, body cameras, and car systems all fall well within the scope of intent.</p>	
Send to DHS&EM for approval prior to purchase	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subrecipient Action	
<input checked="" type="checkbox"/>	1. Check System for Award Management (SAM) for debarment/suspension.
<input checked="" type="checkbox"/>	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.


Subrecipient Project Manager's Signature

1-3-24
Date

Chief Steve Dutra
Printed Name and Title

E-mail signed form to mva.grants@alaska.gov

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
<input type="checkbox"/> Returned for Further Justification	Date
SAA/GAR Point of Contact or Authorized Representative <u>Bill Dennis / Bill D</u>	Date <u>3-27-24</u>

Billing Address:
NORTH POLE POLICE
DEPARTMENT
125 SNOWMAN LN
NORTH POLE, AK 99705
US

Quote Date:01/04/2024
Expiration Date:06/30/2024
Quote Created By:
Christopher Rivera
Christopher.Rivera@
motorolasolutions.com

End Customer:
NORTH POLE POLICE DEPARTMENT
Jed Smith
Jsmith@northpolepolice.org
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
V300							
1	WGW00300-003	V300 NO FAULT WARRANTY	16	5 YEAR	\$1,081.25	\$865.00	\$13,840.00
2	WGB-0138A	V300 TRANSFER STATION II	3		\$1,868.75	\$1,495.00	\$4,485.00
3	WGB-0102A	V300 BODY WORN CAMERA, MOLLE MOUNT	16		\$1,243.75	\$995.00	\$15,920.00
4	WGP02614	V300, BATT, 3.8V, 4180MAH	16		\$125.00	\$100.00	\$1,600.00
5	WGP03085B	JACKET MAGNET MOUNT ASSEMBLY, V700	6		\$120.00	\$96.00	\$576.00
VideoManager EL & EX: Video Evidence Management							
6	WGA00421-117	SVR 16 HDD RAID 6 3U 11-25 5CAL GEN 4	1		\$10,368.75	\$8,295.00	\$8,295.00
7	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included	Included
8	WGA00422-1250	HD VIDEOMANAGER EL ON-PREM 12TB 6GB/S	6		\$1,012.50	\$810.00	\$4,860.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		7200 RPM 256MB ENT 4KN					
9	WGP02400-500	LICENSE,VIDEOMANAGE R EL ON-PREM SITE LICENSE KEY	1		\$1,250.00	\$1,000.00	\$1,000.00
10	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,- 217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,468.75	\$1,175.00	\$1,175.00
11	WGP02400-520	VIDEOMANAGER EL, BODY WORN CAMERA ANNUAL LICENSE & SUPPORT FEE	16	5 YEAR	\$1,218.75	\$975.00	\$15,600.00
12	WGP02400-510	VIDEOMANAGER EL, IN- CAR VIDEO SYSTEM ANNUAL LICENSE & SUPPORT FEE	15	5 YEAR	\$1,218.75	\$975.00	\$14,625.00
13	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$20,000.00	\$16,000.00	\$16,000.00
	M500						
14	WGW00502	M500 EXTENDED WARRANTY	2	5 YEAR	\$1,519.00	\$1,215.20	\$2,430.40
15	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	2		\$410.00	\$328.00	\$656.00
16	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	2		\$7,518.75	\$6,015.00	\$12,030.00
17	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	1		\$312.50	\$250.00	\$250.00
18	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	2		Included	Included	Included
	M500						
19	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	2		\$410.00	\$328.00	\$656.00
20	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	2		\$7,518.75	\$6,015.00	\$12,030.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
21	WGP02225-203-KIT	BRKT VISTA WIFI BASE OFFSET WITH SCREWS	2		\$31.25	\$25.00	\$50.00
	V300						
22	WGP02614	V300, BATT, 3.8V, 4180MAH	12		\$125.00	\$100.00	\$1,200.00
23	WGB-0181A	V300 WITH JACKET MAGNET MOUNT	1		\$1,243.75	\$926.40	\$926.40
24	WGP03088	V300 JACKET CLIP MOUNT, BLACK	4		\$98.75	\$79.00	\$316.00
25	Incentive	Expiration Date: 05/31/2024	1		-\$12,828.00	-\$12,828.00	-\$12,828.00

Grand Total

\$115,692.80(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$113,766.35	\$77,556.48
Year 2 Subscription Fee	\$11,917.60	\$9,534.08
Year 3 Subscription Fee	\$11,917.60	\$9,534.08
Year 4 Subscription Fee	\$11,917.60	\$9,534.08
Year 5 Subscription Fee	\$11,917.60	\$9,534.08
Grand Total System Price	\$161,436.75	\$115,692.80



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.

