

#### CITY OF NORTH POLE

Regular Meeting
May 20, 2024
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, May 20, 2024 Committee of the Whole: 6:30 PM Regular City Council Meeting: 7:00 PM

MAYOR <u>CITY CLERK</u>

Michael Welch Emily Braniff, CMC 907-488-8584 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 Skipps
 907-750-5106

- 1. Call to Order/Roll Call
- Pledge of Allegiance
- 3. Invocation
- 4. Approval of Agenda
- 5. Approval of the Minutes from May 6, 2024
- 6. Communications from the Mayor
  - a. Proclamation Student of the Month Jezamine Flayac
  - b. North Pole High School/Presidential Tree Ornament
- 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
  - a. Ordinance 2024-05 An Ordinance of the City of North Pole Amending the 2024 Police Department Budget

#### 12. New Business

- a. Annual Health Insurance Update Meritain
- b. Acceptance of Sole Source Bid and Contract from DHS & EM \$122,620.00
- c. Fairbanks North Star Borough & City of North Pole Emergency Medical Services and Ambulance Contract
- d. Stantec Professional Services Agreement Support to Three Bears Project

#### 13. Council Comments

14. Adjournment



#### Work Session – Acrisure Annual Health Care – 6:00 P.M. 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, May 6<sup>th</sup>, 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, May 6<sup>th</sup>, 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
Benny Williams
David Skipps

#### PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by City Clerk Emily Braniff

#### INVOCATION

Given by Mr. Williams

#### APPROVAL OF AGENDA

Mr. Jacobson moved to approve the agenda of May 20<sup>th</sup>, 2024

Seconded by Mr. Keller

a. Mr. Jacobson moved to amend the agenda to move item a. Ordinance 2024-04 An Ordinance of the City of North Pole Amending the 2024 Budget to Accept Grant Funds (Fire & Utilities) from Unfinished Business and items a. Ordinance 2024-05 An Ordinance of the City of North Pole Amending the 2024 Budget to Accept Grant Funds (Police) b. Request to Council – Pay for Backup Generator at Public Works – State Homeland Security Program (SHSP) Grant and c. Request to Council – TBEC Fire Station Grant Application \$12,820 from New Business to the Consent Agenda.

Seconded by Ms. Clack

Minutes

#### **UNFINISHED BUSINESS**

a. Ordinance 2024-04 An Ordinance of the City of North Pole Amending the 2024 Budget to Accept Grant Funds (Fire & Utilities)

#### **NEW BUSINESS**

- a. Ordinance 2024-05 An Ordinance of the City of North Pole Amending the 2024 Budget to Accept Grant Funds (Police)
- b. Request to Council Pay for Backup Generator at Public Works State Homeland Security Program (SHSP) Grant
- c. Request to Council TBEC Fire Station Grant Application \$12,820

#### On the Agenda, as Amended

#### **DISCUSSION**

None

#### **PASSED**

Yes: Terch, Keller, Skipps, Jacobson, Clack, Williams, Welch

No: 0 Absent: 0

#### On the Agenda

#### **DISCUSSION**

None

#### **PASSED**

Yes: Williams, Skipps, Clack, Jacobson, Terch, Keller, Welch

No: 0 Absent:

#### APPROVAL OF MINUTES

Ms. Clack moved to approve the minutes for the May 6<sup>th</sup>, 2024, meeting.

Seconded by Mr. Keller

#### On the Minutes

#### **DISCUSSION**

None

#### **PASSED**

Yes: Keller, Jacobson, Clack, Skipps, Williams, Terch Welch

No: 0 Absent: 0

#### COMMUNICATIONS FROM THE MAYOR

Minutes

Mayor Welch passed around to Council the book that he was given by the Italian Battalion that was in town for Red Flag Alaska. Mayor Welch spoke of events he had attended since the last Regular Council meeting including Tiger Team and the North Pole Economic Development Committee meeting. Mayor Welch stated he would be attending the Governor's Task Force in Anchorage the week of May 20, 2024. Mayor Welch stated there is a problem that is happening with rumors and gossip but that when the city puts in for a grant, it cannot be applied to anything else. Mayor Welch stated every time he turns around, he hears from a builder that they do not think the grant funds would be going to Brookside Park, he stated they can only go to Brookside Park. Mayor Welch and Council members discussed changing the date of the next meeting, but no definitive change was made.

#### **COUNCIL MEMBER QUESTIONS OF THE MAYOR**

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

Howard Rixie spoke to the North Pole Chamber of Commerce Make it Shine campaign to help Clean Up Alaska. Mr. Rixie spoke to the entities he has put together for recycled items located where the Chamber is proposed to be built. Mr. Rixie encouraged residents to investigate the Junk Car program that he has worked on with towing companies to dispose of cars that have become dilapidated. Mr. Jacobson asked if Mr. Rixie would share the contact for the towing companies, Mr. Rixie stated he would bring flyers to share that kind of content. Mayor Welch stated he would donate \$50 gift certificates to the Pagoda and Lanyards to the Firecracker Run on June 29, 2024.

#### COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE

#### Finance Department, Tricia Fogarty

Trisha Fogarty reported Finance has been having a lot of meetings with the Auditors and they have a lot of questions about the Moose Creek Project, but it is a new project, so it is understandable. Ms. Fogarty reported Ms. Braniff and Human Resources Administrator/Deputy City Clerk Maggie Kimmel had been working with the health care company and that none of the numbers reported at the Work Session are set in stone because the City of North Pole is self-funded. Ms. Fogarty reported the fund that was started under Mayor Bryce Ward is at a nice balance and if the city needs to tap into those funds they are there.

#### Police Department, Chief Steve Dutra

Chief Dutra reported body cameras, server and car cameras are all ordered and, on their way, and thanked Council for their approval for the ordering. Chief Dutra reported the Alaska Police Officers Association was held in the Interior and PSA Chris Illingsworth was awarded support person of the year. He spoke to the Police Memorial ceremony that will be held May 17<sup>th</sup> at 11:00 a.m. at the Trooper Gabe Rich and Trooper Scott Johnson Memorial Park event that is coming up. He reminded everyone that the Torch Run in support of the Special Olympics which will start at 10:00 a.m. at Chena Lakes on May 18<sup>th</sup>.

#### City Services, Danny Wallace

Mr. Wallace echoed Chief Dutra's kind statement about PSA Illingworth who has been a wonderful resource for the community. Mr. Wallace spoke to grants that he has been notified of award for drainage in the city. Mr. Wallace reported summer hires have started onboarding and they have a lot of work to get done over the short

Minutes

season and of the CDL program that will assist his department. Mr. Wallace reported there has been an increase in building permits including Three Bears and that Melanie Swanson, Account Specialist has earned credits to move to an Account Specialist II. Mr. Wallace shared the Middle School students have begun work on the Water Treatment Plant mural and reported it is a great project for the students and the community.

Mayor Welch asked when the mural would be finished and if he planned to advertise it, Mr. Wallace stated he has been taking pictures of the progress during the project.

Mr. Keller asked if the CDL Program was for CDL Class A, Mr. Wallace confirmed that to be correct. Mr. Keller asked if Ms. Swanson is up for promotion or completed the qualifications for her current position, Mr. Wallace stated it is for promotion. Mr. Jacobson and Mr. Wallace discussed the position, Mayor Welch referred the issue to Ms. Kimmel offline.

Mr. Terch asked if the city still had to pay for four slots of CDL training if they are only using three, Mr. Wallace assured him the city would not have to pay for the fourth unused spot.

#### Fire Department, Chief Chad Heineken

Chief Heineken was excused from the meeting, Mayor Welch read aloud his report. His department is busy preparing for the apprenticeship program, reminded everyone to come out for Clean Up Day on May 11<sup>th</sup> and to save the date for the Fire Department Open House scheduled for June 29<sup>th</sup>.

#### City Clerk, Emily Braniff

Ms. Braniff shared an article written by the Fairbanks Daily News Miner that was published in May about the North Pole Fire Department Apprenticeship Program. Ms. Braniff stated if anyone would like to read an uplifting story about the city that it would remain in Chambers to look at.

#### ON GOING PROJECTS

Mr. Jacobson stated the North Pole Economic Development Committee met and created a brainstormed list of ideas that would help better and/beautify the city. Mr. Jacobson stated the list has long-term and short-term goals and they would eventually like to develop a theme city concept but that it will take multiple years to make it happen.

Mayor Welch asked Mr. Wallace to come forward to speak on the Combined Heat and Power Project. Mayor Welch reported that he is going to host a Work Session on June 6<sup>th</sup> at 6:00 p.m. where stakeholders, builders, Legislator and the Army and Air Force will be attending. Mayor Welch stated the city needs to look long and hard at whether they should become invested in the project or not. Mayor Welch stated there are a lot of players at stake that will be attending and so there will need to be a meal provided. Mayor Welch state the Governors Office and possibly AIEDA will be attending, he reported Marathon Gas has donated 20 acres to the city to use for the project. Ms. Clack shared that it was her understanding that the project was not going to go forward, Mayor Welch stated here at Latitude 65 is the best place for this kind of power project to take place. Mayor Welch started the City Attorney works for Interior Gas Utility and would be unable to advise the city on the issue,

but he wanted to have a meeting to discuss if it was feasible moving forward.

Mr. Williams asked how long the meeting would last, Mayor Welch stated it should not last more than two hours and that is why food will be provided. Mayor Welch stated if anyone else has any other questions about the topic they can let himself or Mr. Wallace know.

Mr. Jacobson stated the Council does not have any information about the project, Mr. Wallace reported that nothing has changed and that the information sheet that was held last year is the most current information. Mr. Wallace asked Mayor Welch if it was only an information session only, Mayor Welch confirmed that was the case. Mayor Welch spoke to how cheap power can be purchased and sold to GVEA which will provide for North Pole and save the city a lot of money.

Mr. Williams asked if the city does not show interest, if that means the project goes away. Mayor Welch stated none of the Council has seen the presentation other that Ms. Clack and Mr. Jacobson, Mr. Keller stated he was present at the first meeting.

A member of the audience called out a question, Ms. Braniff called a point of order and asked if they were still on Ongoing Projects on the agenda. Mayor Welch stated they are speaking under Ongoing Projects and that he is trying to present to his Council some information.

#### **COUNCIL MEMBER COMMENTS**

Mr. Williams stated he attended the Red Cross Sound the Alarm event and that he was impressed with the project. Mr. Williams read some inspirational quotes to help people better reflect on things going on in their lives.

Mr. Terch asked everyone to remember to get out and vote one way or another in the Special Election the following morning. Mr. Terch asked everyone that will be out for Clean Up Day to wear the proper Personal Protective Equipment, rubber boots and high visibility vests. He also reminded everyone that motorcycles are out and to keep an eye out for them.

Mr. Jacobson spoke to the Sound the Alarm event and the importance of utilizing the program for safety of residents' homes. Mr. Jacobson shared his concern for the cost of weight loss drugs if the city should opt in for that kind of coverage, reiterating that it is extremely costly. Mr. Jacobson spoke to the ore hauling trucks and road conditions and shared he continues to have concern with the degrading surface of the road.

Mr. Keller echoed Mr. Jacobson's concern for the degradation of the roadway and spoke to hearing of the damage that is occurring on the haul path. Mr. Keller shared motorized vehicle traffic has increased and reminded everyone that all-terrain vehicles have to be registered vehicles if they are going to be on a roadway. Mr. Keller shared he chuckled a little in the morning when it snowed earlier in the day.

Mr. Skipps reminded everyone that North Pole High School Graduation is the following week and encouraged everyone to drive safely.

Ms. Clack thanked staff and Mr. Rixie for the good work they are doing for the City of North Pole. Ms. Clack

spoke about the events that would take place before the next City Council meeting.

Mayor Welch spoke to events that he would like to see Council members attend to include Military, Civilian and Senior that will be happening before the next meeting.

#### **ADJOURNMENT**

Mayor Welch moved to adjourn.

Seconded by Ms. Clack

The regular meeting of Monday, May 6<sup>th</sup>, adjourned at 8:28 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, May 20<sup>th</sup>, 2024.

ATTEST:		
Emily Braniff, CMC		
City Clerk		



5.13.010 Purpose and intent.

The purpose and intent of the Made in North Pole Program is to validate items made in North Pole, raise revenues, encourage local manufacturing production of handicrafts, further economic development and promote the uniqueness of the City of North Pole. (Ord. 13-03A § 2, 2013)

- 5.13.020 Administration of chapter.
- A. The City of North Pole hereby creates a Made in North Pole Program.
  - 1. The City of North Pole reserves all rights and privileges to the Made in North Pole emblem as outlined and approved by the North Pole City Council.
- B. The Mayor of the City of North Pole is responsible for management and administration of the provisions relating to the Made in North Pole emblem, including:
  - The supervision of the use of the emblem;
  - 2. The design, issuance, and control of emblem;
  - 3. The enforcement of NPMC 5.13.060 regarding the use of the emblem.
- C. The North Pole City Council shall establish forms and fees for the applications and permits to be used or issued under this section, the period for which the permits are valid, and the procedures for renewing the permits.
- D. The City of North Pole is responsible for maintaining the rights and privileges associated with the Made in North Pole Program. (Ord. 13-03A § 2, 2013)
- 5.13.030 Design of Made in North Pole emblem.

The official emblem for an article that is made in the North Pole area is a design approved by the North Pole City Council, that depicts a candy cane lined pole with a sign suspended from the side with the wording "Made in North Pole." (Ord. 13-03A § 2, 2013)

- 5.13.040 Utilization of Made in North Pole emblem.
- A. The permit holder may obtain Made in North Pole Alaska emblems from sources that conform to the requirements of this chapter. The representation of the emblem may be in the form of tags, stickers, rubber stamps, etc.
- B. A permit holder may use a representation of that emblem on labels, letterheads, business cards, instore and other advertising, and for other similar purposes.

- C. The Made in North Pole Alaska emblem or a representation of that emblem may not be sold as art or be used as a document or as a dominant feature of a product logo or label unless approved by the Mayor or North Pole Agent in writing and adhere to the Made in North Pole Permit Process Policy No. 13-01.
- D. A person may use the Made in North Pole Alaska emblem to identify an article that is made in the North Pole area. The emblem may not be used to identify an article made outside the North Pole area.
- E. The Made in North Pole Alaska emblem may only be used after paying all fees and receiving a use permit from North Pole City Hall. A person may report alleged violations of the Made in North Pole Alaska emblem to the Mayor or the North Pole City Council. (Ord. 13-03A § 2, 2013)
- 5.13.050 Eligibility Permit holder requirements.
- A. A permit to use the Made in North Pole Alaska emblem will be issued to an applicant who:
  - 1. Locates and maintains the handicraft or product making or manufacturing operation with the North Pole area as defined in NPMC <u>5.13.100</u>; or
  - 2. Produces a handicraft or a product in the State of Alaska for which value-added processes were accomplished in the North Pole area; or
  - 3. Uses North Pole area resources and materials in the manufacturing or production of the product or handicraft; and
  - 4. Has a current Alaska business license if required by AS 43.70; and
  - 5. Has a current North Pole City business license as required by NPMC 5.02.020; and
  - 6. Submits a completed application and the required annual fees; and
  - 7. Permits the inspection of the production or manufacturing site by the Mayor or a City of North Pole Agent; and
  - 8. Complies with the requirements of this chapter.
- B. A finished product that is only partially manufactured within the North Pole area may be authorized to use the Made in North Pole Alaska emblem if:
  - 1. The producer demonstrates that no manufacturing facility exists in the North Pole area with the capacity or expertise to do the work being accomplished outside the North Pole area; the Mayor or

City of North Pole Agent will not consider cost alone as a valid justification for using out-of-North Pole manufacturing facilities; and

- 2. The majority of the value-added processes are accomplished in the North Pole area.
- C. The printing industry is not eligible for a permit to use the Made in North Pole Alaska emblem for routine printing projects that involve printing or duplication of items or writings not created by the printer in the North Pole area. (Ord. 13-03A § 2, 2013)

#### 5.13.060 Prohibited conduct.

An individual or business may not:

- A. Knowingly or willfully alter, change, or counterfeit the Made in North Pole Alaska emblem.
- B. Knowingly or willfully sell, or offer to sell an article that is not made in the North Pole area but bears the Made in North Pole Alaska emblem.
- C. Knowingly or willfully use the emblem for an article that is not made in the North Pole area.
- D. Use the emblem authorized under this section in any fashion without paying all fees and receiving a Made in North Pole Alaska permit from North Pole City Hall. (Ord. 13-03A § 2, 2013)

#### 5.13.070 Penalties.

Penalties for the misuse of the Made in North Pole Alaska emblem seal are as follows:

- A. A person who knowingly or willfully alters, changes, or counterfeits the Made in North Pole Alaska emblem is guilty of a Class B misdemeanor.
- B. A person who knowingly or willfully sells, or offers to sell an article that is not made in the North Pole area but bears the Made in North Pole Alaska emblem is guilty of a Class B misdemeanor.
- C. A person who knowingly or willfully uses the Made in North Pole emblem for an article that is not made in the North Pole area is guilty of a Class B misdemeanor.
- D. An agent who has been authorized to issue a Made in North Pole use permit under this chapter is guilty of a Class B misdemeanor if the person knowingly or willfully issues a permit for an article that is not made in the North Pole area.
- E. A person who uses the Made in North Pole Alaska emblem without obtaining a use permit and paying all applicable fees is guilty of a Class B misdemeanor. (Ord. 13-03A § 2, 2013)

5.13.080 No cause of action against the City.

Any failure on the part of the City of North Pole to follow the provisions of this chapter shall not:

- A. Waive any rights of the City of North Pole;
- B. Give rise to any cause of action on behalf of the permit applicant or holder against the City of North Pole. (Ord. 13-03A § 2, 2013)

#### 5.13.090 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this chapter is held to be unconstitutional or in violation of law, then that holding shall not affect the validity of the remainder of this chapter. (Ord. 13-03A § 2, 2013)

#### 5.13.100 Definitions.

"Emblem" means the Made in North Pole Alaska emblem outlined in this chapter.

"Handicraft" means an object that is crafted by skilled hands and for the purpose of this chapter and policy include works of art.

"Knowingly" or "willfully" means with respect to conduct or to a circumstance described by a provision of law defining an offense when the person is aware that the conduct is of that nature or that the circumstance exists; when knowledge of the existence of a particular fact is an element of an offense, that knowledge is established if a person is aware of a substantial probability of its existence, unless the person actually believes it does not exist; a person who is unaware of conduct or a circumstance of which the person would have been aware had that person not been intoxicated acts knowingly with respect to that conduct or circumstance.

"Mayor" means chief administrative official of the City of North Pole or the Mayor's designee.

"North Pole Agent" is a City staff member or Council member given written authority to act as an administrative assistant for the Made in North Pole Program by the Mayor.

"North Pole area" means all of the incorporated City of North Pole, all land from the Moose Creek Dam to the Chena River following the Chena River north to where it intersects with the back side of Fort Wainwright bordering the Fairbanks City Line to the Tanana River Dike and following the Tanana River Dike south to where it intersects with the Moose Creek Dam.

"Product line" means a group of products, crafts or works of art, manufactured by a firm or by an artisan that are closely related in use and in production and marketing requirements.

"Work of art" means a creation or crafting of:

- A. A visual article, including a painting, a sculpture, a drawing, a mosaic, a photograph, an etching, a lithograph, and a serigraph; or
- B. Calligraphy; or
- C. Clay, textile, fiber, wood, metal, plastic, or glass, or a combination of these materials; or
- D. Traditional Alaska Native materials, including ivory, bone, grass, baleen, animal skins, wood, or furs; or
- E. A collage or combination of two or more of the categories identified in subsections (A) through (D) of this definition. (Ord. 13-03A § 2, 2013)

Sponsored by: Mayor Michael W. Welch Introduced: May 6, 2024 Second Reading: May15, 2024

1 **ORDINANCE 2024-05** 2 AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE 3 2024 POLICE DEPARTMENT BUDGET 4 5 **WHEREAS**, changes to practices and policies is a continually changing 6 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 moving \$20,000 from Wages to Building Maintenance in the 23 Police Department Budget. 24 25 **Section 1.** This ordinance is of a general nature and shall not be codified. 26 27 **Section 2.** Effective date. 28 This ordinance shall become effective immediately upon passage. 29 ADOPTED THE \_\_\_ DAY OF MAY 2024. 30 31 32 Mayor: Michael W. Welch 33 34 35 ATTEST: 36 37 38 39 Emily Braniff, CMC 40 City Clerk 41

PASSED/FAILED

Yes: No:

42

Absent:



## City of North Pole, Alaska

## Fiscal Note Year: 2024 Ordinance: 24-05

Originator/Sponsor: Chief Dutra

Date: May 2, 2024

Does the Ordinance or Resolution have a fiscal impact?

 $\mathbf{Yes} \qquad \qquad X$ 

Fund- Dept.	<b>Account Description</b>	Account #	<u>Debit</u>	Credit	<b>Effect</b>
GF - PD	Building Maintenance	01-53-7-7000	20,000.00		Increase
GF – PD	Wages – Full Time	01-53-1-0010		20,000.00	Increase

Finance Approval: <u>Tricia Fogarty</u> Date: <u>May 2, 2024\_</u>

The decisions that need to be made for the insurance renewal are the following.

#### 1. First Decision - Stop Loss Renewal

Combined Cost Summary – Alternative 1: Renewal & Organ Transplant Rider

- ${f \cdot}$  5% reduction on specific rates, estimated annual savings of 1% or \$13,116
- Fixed Cost: 4% or \$10,627 annually
- Expected/Maximum Claims Cost: 13% increase
- Fixed Cost + Expected Claims + Laser: 9% or \$81,585 annually
- Fixed Cost + Maximum Claims + Laser + Aggregating Specific

Deductible: 10% or \$98,824 annually

Combined Cost Summary – Alternative 2: Renewal & Organ Transplant Rider & Inclusion of Weight Loss Drugs

- 5% reduction on specific rates
- Fixed Cost: 4% or \$10,627 annually
- Expected/Maximum Claims Cost: 29% increase
- Fixed Cost + Expected Claims + Laser: 20% or \$173,630 annually
- Fixed Cost + Maximum Claims + Laser + Aggregating Specific Deductible: 21% or \$213,880 annually

### 2. Second Decision: Addition of Program

 Add: Pre-Admission and Post Discharge Counseling with an hourly rate of \$130.00 (charged if utilized by insured)

#### 3. Third Decision: Cost Structure Change

- Change: Maternity Management Case Rate of \$365 (charged if utilized by insured) Currently we pay \$.80
   PEPM (per employee per month)
- 4. Forth Decision Employee Deductions (26 annually) This can be any amount we want it to be.

- Current 2 tier structure: No change in the amount paid by employees.
  - o Employee: \$33.74 per pay period for employee only
  - Family: \$112.20 per pay period for employee and dependents
- Change to a 4 tier structure amount paid by the employee with a 25% increase.
  - o Employee: \$42.18 per pay period (\$8.44 increase)
  - Employee & Spouse: \$94.46 per pay period (\$17.74 decrease)
  - Employee & Child(ren): \$81.44 per pay period (\$30.76 decrease)
  - o Family: \$140.25 per pay period (\$28.05 increase)





# **City of North Pole** 2024 Renewal Decision Summary

	DECISION POINT	IMPACT	CLIENT DECISION
	Meritain Renewal, Plan F	Provisions, & Cost Containment Services	nUn
1	Accept Meritain Administrative Renewal at proposed fees.	No change to fees Medical & Dental Administration: \$58.95 PEPM	
2	Medical - Maintain current or adjust plan provisions (ded, co-pay, OOPM, etc).	Maintain current, no plan provision changes	
3	Pharmacy Pricing Update	Revised Traditional Rebates  Estimated 14% or \$6,683 Net Savings - Automatic Update	
4	Vision - Maintain or adjust plan design	Recommend to Maintain	
5	Dental - Maintain or adjust plan design	Recommend to Maintain	
6	FSA Administration - Healthcare & Dependent Care	\$4.00 PEPM - Recommend to Maintain	
		Active Programs	
7	Livongo Diabetes Management Program Diabetes Management Weight Management Whole Person Solution/ Now Whole Person Plus	Cost only if used. Participation intended to mitigate future, more catastrophic claims and drive behaviors. Changing to to \$80 PPPM regardless of anchor condition - only if used.  Program Change to Whole Person Plus / Recommend to adopt	
8	Maternity Management	Current: \$.80 PEPM  Recommend Case Rate: \$365 - Only pay if utilized  Program to help manage pregnancies to avoid high-cost claims.  Women aged 19-44 represent 14.2% of total population  Industry ROI for maternity management is 10:1	
	Available	Programs / Considerations	
9	Pre-Admission / Post-Discharge Counseling	Hourly Rate: \$130 - Only pay if utilized - Recommend to Adopt	
	Stop-Lo	ss Insurance Renewal	
10	Renew with incumbent carrier, IOA Re	Fixed Cost: 6% or \$17,181 annually Expected/Maximum Claims Cost: 13% increase	Renew, Option
10a	Renew "As is" 24/12; ISL: \$40,000; Aggregating Specific Deductible: \$15,000; \$42,000 Laser		
10b	(Alternate 1). "As is" 24/12; ISL: \$40,000; Aggregating Specific Deductible: \$15,000; \$42,000 Laser & Adding Organ Transplant Rider *Replaces curretn Aetna transplant program	\$6.62 per single employee + \$17.22 per family per month; provides 5% reduction to stop loss renewal; passthrough cost via Meritain (same as stop loss premiums) Fixed Cost: 4% or \$10,627 annually Expected/Maximum Claims Cost: 13% increase Recommended	

10c	(Alternate 2). "As is" 24/12; ISL: \$40,000; Aggregating Specific Deductible: \$15,000; \$42,000 Laser Adding Organ Transplant Rider & Weight Loss Drugs	\$6.62 per single employee + \$17.22 per family per month; provides 5% reduction to stop loss renewal; passthrough cost via Meritain (same as stop loss premiums) 5% reduction to stop loss renewal; Fixed Cost: 4% or \$10,627 annually Expected/Maximum Claims Cost: 29% increase	
	Colonial	Life Worksite Benefits	
11	Renew / Maintain	Employee Paid Benefits	Accept
		Deductions (26 annually)	
	CONSIDERATION: Historical increases - 2022 Decision - Increase Employee \$10 / Family \$20; 2023 Decision: 2% Increase to Deductions New Deduction: \$33.74 Employee / \$112.20, Increase of \$17.16 Employee and \$57.20 family annually	See options below	Please select one 12a-12e
12a	AS IS maintain 2-tier structure and current deductions	Current Employee: \$33.74 Family: \$112.20	
12b	Adopt 4-tier contribution structure - No change to current deductions	Proposed 4-tier structure - no change to current deductions Employee: \$33.74 Employee + Spouse: \$75.57 Employee + Child(ren): \$65.15 Family: \$112.20	
12c	Proposed 4-tier structure - <b>9% Increase</b> to Employee & Family Deductions, Create additional tiers with same contribution percent based on actuarial COBRA rates	Increase of \$78.95 Employee and \$262.55 family annually City collects -\$2,207.32 annually  Employee: \$42.18 per pay period (\$3.04 increase) Employee & Spouse: \$94.46 per pay period (\$29.83 decrease) Employee & Child(ren): \$81.44 per pay period (\$41.18 decrease) Family: \$140.25 per pay period (\$10.10 increase)	
12d	Proposed 4-tier structure - <b>20% Increase</b> to Employee & Family Deductions, Create additional tiers with same contribution percent based on actuarial COBRA rates	Increase of \$175.45 Employee and \$583.44 family annually City collects an additional \$8,230.01 annually  Employee: \$42.18 per pay period (\$6.75 increase) Employee & Spouse: \$94.46 per pay period (\$21.52 decrease) Employee & Child(ren): \$81.44 per pay period (\$34.02 decrease) Family: \$140.25 per pay period (\$22.44 increase)	
12e	Proposed 4-tier structure - <b>25% Increase</b> to Employee & Family Deductions, Create additional tiers with same contribution percent based on actuarial COBRA rates	Increase of \$219.31 Employee and \$729.30 family annually City collects an additional \$12,974.25 annually  Employee: \$42.18 per pay period (\$8.44 increase) Employee & Spouse: \$94.46 per pay period (\$17.74 decrease) Employee & Child(ren): \$81.44 per pay period (\$30.76 decrease) Family: \$140.25 per pay period (\$28.05 increase)	



#### North Pole Police Department



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

May 14, 2024

To: Mayor Welch and North Pole City Council

Re: Acceptance of Sole Source Bid and contract from DHS&EM

SHSP22 GY 22 - Long Technologies for \$122,620.00

Honorable Council members:

The North Pole Police Department has received a grant award from the State of Alaska DHS&EM in the amount of \$110,000.00 for cameras and door locks in the COVID Wing. We have received an approved EHP, and an approved PMR from DHS&EM to proceed. We also had \$10,226.00 moved from PBD#2 to PBD#1 to accommodate for price changes. Our final step is to submit this package to the council for approval of the contract and the sole source bid to Long Building technologies.

The \$110,000.00 also required a sole source approval from DHS&EM which we received. The remaining funds, to complete this project, will carried by the city of North Pole with the current budget amendment 2024-05.

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 sections 4.16.060 and 4.16.050. Long Building Technologies is also a NASPO-approved contractor through the state of Alaska. A sole source was 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 the quote and overall funding package and allow us to formally complete this project in the amount of \$122,620.00 of which \$110,000.00 is coming from the 2022 SHSP DHS&EM grant and an approximate \$12,620.00 will come from the city of North Pole.

Thank you very much.

**Chief Steve Dutra** 

## Environmental Planning and Historic Preservation Statement of Work Request

1. Name of Project: Security System &	2. Recipient Name and Ad City of North Pole	ldress:	3. Federal Gra EMW-2022-		4. Federal Fiscal Year: 2022	
Cameras for COVID Wing  125 Snowman Lane City of North Pole AK		C 99705	5. Point of Con Chief Steve 907-488-690			
6. Purpose or Scope of Project:			707 100 07.	7. Estimated Cost of Pro	oject:	
Purchase and install a seco	curity system and cameras fo	or the COVID Wing		¢110,000,00	1	
8. Precise Location of Project:				\$110,000.00  9. Visual Documentation	(Can attached)	
· · · · · · · · · · · · · · · · · · ·						
City of North Pole 125 Snowman Lane				Site/Structure Photo     □ Plans/Drawings	ographs	
City of North Pole AK 997	705			US Geological Sur	vey Topographic	
				Flood and Wetland Aerial Photographs		
				Other	•	
10. Description of Project:			W 5 7 2			
I his project is for the re-	ecently built addition to the	le Police Station in 2	021 and comp	oleted in January of	2022. This station	
facility has detention ce	ate for the COVID19 pand lls, interview rooms, priso	oner processing area	solate employ	ees from public/pris	oner contacts. This	
project will add video ca	ameras and card readers to	o this new wing. Thi	s, police locke	ith monitoring and t	entrances. The	
	STATE THOSE SECTIONS TO SECTION STATES AND SECTION OF THE SECTION		o iiii acciet	in monitoring and	iccess control.	
11. Special Elements of Project:		w west state	an 2011 as gr	-		
This system will allow u	is to monitor all access an	id limit access to aut	horized. There	e is no ground distur	bance.	
12. Year Affected Building/Stru-	icture Built: (If applicable)	13. Information about F	eatures, Resource	s, and Potential Adverse I	mnacts at or Near Site.	
2022		(Check all that apply, see	attached)	7,	implicio de ori recir circi	
14. Any Recent or Relevant Stud	dies, Reports, or Surveys:	☐ Water Bodies		Geologic features		
Yes (See attached)		Floodplains	1.0	Tribal Cultural and R	Religious Sites	
		Historic and Cultura Migratory Birds	al Resources			
Not Applicable		☐ Threatened and End	langered Species	and/or critical habitat	Soap	
		☐ Vegetation, includir☐ Special Areas	ng general types	of plants, trees, or lack the	hereof	
15. SAA Concurrence		opeciai / ii cao				
	A Point of Contact: (Name, Phor					
337	me: illiam A. Dennis, Administr	Phone: (907) 428-7		gnature:		
Op	perations Manager		7	All	-6	
SAA Comments: The SAA ha	s reviewed this submission	and determined it appo	ears there are no	significant effects or	1 the human	
environment and recommen	ids approval.				300000000000000000000000000000000000000	
(EHP) Policy Guidance; FEMA	equired. (FEMA Policy 108-02 A Instruction 108-1-1, Guidanc	ce on Implementation of I	ectorate Environ EHP Requiremer	mental Planning and His ats; DHS Instruction Mar	storic Preservation nual 023-01-001-01,	
Revision 1, implementation of	f the National Environmental Po	olicy Act)				
Send to FEMA for Further	EHP Review					

#### SECTION A. PROJECT INFORMATION

DHS Grant Award Number: EMW-2022-SS-00034

Grant Program: State Homeland Security Program

Grantee: Military and Veterans Affairs, Alaska Department of

Grantee POC: Tiffany Peltier

Mailing Address: PO Box 5750, JBER, AK 99505

E-Mail: mva.grants@alaska.gov

Sub-Grantee: City of North Pole

Sub-Grantee POC: Chief Steve Dutra

Mailing Address: 125 Snowman Lane City of North Pole 99705

E-Mail: sdutra@northpolepolice.org

Estimated cost of project: \$110,000.00

Project title: Security System & Cameras for COVID Wing

Project location (physical address or latitude-longitude): 125 Snowman Lane, North Pole, AK 99705

**Project Description.** Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

The North Pole Police Department built a new addition to their police station in 2021 and completed it in January of 2022. This station addition was designed to mitigate risks associated with the COVID19 pandemic by isolating employees from public/prisoner contacts. The addition includes detention cells, interview rooms, prisoner processing areas, police locker rooms and public entrances. In order to integrate the current building EOC and the new COVID wing we need to install a secure key card and camera security system that allows us to maintain physical and visual security in all areas of the building and perimeter. The new building was built with future expansion of the door lock and video camera system in mind and raceways and control boxes were pre-installed reducing overall costs to install the new systems.

Having secure key card access and a current video surveillance system that allows us to monitor this critical infrastructure to make it secure during normal operations and during a critical event is very important. The new COVID wing addition has 2 new access doors and multiple hallways and rooms that need monitoring by staff in real-time. Ensuring this facility is safe for personnel operating within the envelope will help in maintaining security. The project is ready to move forward with EHP review followed by a sole source request to make sure that our current system will integrate with the new system. We will then seek a bid and request city council approval and award based on well established procurement protocols.

There will be 13 key card readers on 9 different doorways and 14 security cameras installed. AEL #s 14SW-01-VIDA & 14SW-01-PACS

SI	SECTION B. PROJECT TYPE						
m	or mul ajor c	on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. Iti-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all components in the project description. If the project involves multiple sites, information for each site (such as age of structure, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.					
1.	X	Purchase of equipment. Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.					
2.		<b>Training and exercises.</b> Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.					
3.	X	Renovations/upgrades/modifications or physical security enhancements to existing structures. Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.					
4.		<b>Generator installation.</b> Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.					
5.		<b>New construction/addition.</b> Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.					
6.		Communication towers, antennas, and related equipment. Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.					
7.		Other. Projects that do not fit in any of the categories listed above. Complete Section C.7.					

SECTION C. PROJECT TYPE DETAILS					
Check the box that applies to the proposed project and complete the corresponding details					
1. Purchase of equipment. If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.					
a. Specify the equipment, and the quantity of each:	14 Cameras & 13 Key Card Readers				
b. Provide the Authorized Equipment List (AEL) number(s) (if known):	14SW-01-VIDA & 14SW-01-PACS				
c. Complete Section D.					
2. Training and exercises. If the training is classroom and discussion-based only, to be completed and submitted.	and is not field-based, this form does not need				
<ul> <li>Describe the scope of the proposed training or exercise (purpose, materials, and type of a activities required):</li> </ul>					
b. Provide the location of the training (physical address or latitude-longitude):					
c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with land use designations?	ed existing Yes No				
If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address):					
<ul> <li>If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates):</li> </ul>					
Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities?					
<ul> <li>If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope:</li> </ul>					
If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date):					
d. Would any equipment or structures need to be installed to facilitate training?					
If yes, complete Section D					
Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.					

4.		Generator installation.				
	а	Provide capacity of the generator (kW):	,			
	b	. Identify the fuel to be used for the generator (diesel/propane/natural gas)	:			
	C.	Identify where the fuel for the generator would be stored (e.g. stand-alon tank, above or below ground, or incorporated in generator):	e			
	d.	Complete Section D.				
5.		New construction/addition.				
	a.	Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc):				
	b.	Provide technical drawings or site plans of the proposed project:		☐ Attach	ed	
	C.	Complete Section D.				
6.		Communication towers, antennas, and related equipment.				
	a.	Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment):	i.			
	b.	Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment:				
A A STATE OF THE S						
		Complete items 6.c through 6.q below ONLY if this project invo communications tower. Otherwise cor			a new or replacemen	nt
			tinue to		a new or replacemer	nt
	C.	Provide the ground-level elevation (feet above mean sea level) of the site	tinue to		a new or replacemen	nt
	c. d.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed	tinue to		a new or replacemen	nt
	c. d.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted for greater than 199 feet above ground level, state why this is needed	d:		a new or replacement	nt
	c. d. e.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted for greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:	d:	Section D.		nt
	c. d. e. e. e	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted for greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:  Would the tower be free-standing or require guy wires?  If guy wires are required, state number of bands and the number of	d:	Section D.		nt
	c. d. e. e. f.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted for greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:  Would the tower be free-standing or require guy wires?  If guy wires are required, state number of bands and the number of wires per band:  Explain why a guyed tower is needed to meet the requirements of	d:	Section D.		nt.
	c. d. e. e. f.	Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower:  Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted for greater than 199 feet above ground level, state why this is needed to meet the requirements of the project:  Would the tower be free-standing or require guy wires?  If guy wires are required, state number of bands and the number of vires per band:  Explain why a guyed tower is needed to meet the requirements of his project:  What kind of lighting would be installed, if any (e.g., white strobe, red	d:	Section D.		nt.

<ul> <li>i. Provide a list of habitat types and land use at and adjacent to site (within ½ mile), by acreage and percentage of total (e.g., conifer forest, grassland, agriculture) water body, marsh:</li> </ul>	the tower woodland		
j. Is there evidence of bird roosts or rookeries present within $\frac{1}{2}$	mile of the proposed site?	☐ Yes	□ No
<ul> <li>Describe how presence/absence of bird roosts or rookeries w determined:</li> </ul>	as		
k. Identify the distance to nearest wetland area (e.g., forested s marsh, riparian, marine) and coastline if applicable:	ewamp, 		
I. Distance to nearest existing telecommunication tower:			
m. Have measures been incorporated for minimizing impacts to	migratory birds?	☐ Yes	□ No
• If yes, Describe:			
n. Has a Federal Communications Commission (FCC) registration	on been obtained for this tower?	☐ Yes	□ No
If yes, provide Registration #:			
• If no, why?			
o. Has the FCCE106 process been completed?		☐ Yes	□ No
p. Has the FCC Tower Construction Notification System (TCNS	process been completed?	☐ Yes	□ No
• If yes, Describe:	I <del></del>		
q. Would any related equipment or structures need to be installe generator and fuel source, communications shelter, fencing, or	ed (e.g., backup or security measures)?	☐ Yes	□ No
<ul> <li>If yes, explain where and how each installation would be done Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter:</li> </ul>	el		
r. Complete Section D.			
7. Other: Complete this section if the proposed project does no	t fit any of the categories above.		
a. Provide a complete project description:			
b. Complete Section D.			

EC	TI	ON D. PROJECT DETAILS			
om	ple	te all of the information requested below.			
	X	Project Installation			
	a.	Explain how and where renovations/upgrades/modifications would take place, installed:	or where equipr	ment/systems wi	ll be
	13 er	B Key card readers will be installed at multiple doors throughout the complex. 1 trances and at strategic points throughout the interior and exterior of the buildi	4 Video Camera ng.	s will also be ins	stalled at
	b.	Would ground disturbance be required to complete the project or training?		Yes	⊠ No
ì	F	f Yes, provide total extent (depth, length, and width) of each ground-disturbing For example, light poles and fencing have unique ground-disturbing activities (erenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 g	a.a., six light pole	s, 24" dia, x 4' d	leep:
		yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):			
(	c. \	Nould the equipment use the existing infrastructure for electrical distribution sy	stems?	X Yes	□ No
	• If	no, describe power source and detail its installation at the site:			
	X	Age of structure/building at project site			
	a. F	Provide the year existing building(s) or structure(s) on/in/nearest to the location nvolved in the proposed project was built:	2022		
•	si pr	the building or structure involved is over 45 years old and gnificant renovation, rehabilitation, or modification has occurred, ovide the year(s) modified and briefly describe the nature of e modification(s):			
t	). <i>A</i>	Are there any structures or buildings that are 50 years old or older in or adjacer area?	nt to the project	☐ Yes	⊠ No
•	ph	yes, provide the location of the structure(s), ground-level color notographs of the structure(s), and identify their location(s) on an erial map:			
C	1) H	s the project site listed in the National Register of Historic Places National Register), or in/near a designated local or National Register istoric District? The internet address for the National Register : http://nrhp.focus.nps.gov/		☐ Yes	⊠ No
۰	lf	yes, identify the name of the historic property, site and/or district id the National Register document number:			

3.	X	Site photographs, maps and drawings		
	a.	Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.		
	٠	Labeled, color, ground-level photographs of the project site:		ľ
	٠	Labeled, color photograph of each location where equipment would be attached to a building or structure:	⋉ Required	l
	•	Labeled, color aerial photographs of the project site:		
	•	Labeled, color aerial photographs that show the extent of ground disturbance (if applicable):	Attached	
	•	Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old):	☐ Attached	
	b.	Are there technical drawings or site plans available?		□ No
	•	If yes, attach:	X Attached	
		Appendix A has guidance on preparing photographs for EHP rev	view	
4.		Environmental documentation		
4.		Environmental documentation  Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?	Yes	□ No
4.		Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental	Yes Attached	□ No
4.	• b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?		□ No
4.	• b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State	☐ Attached	_
4.	• b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?	☐ Attached	_
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:	Attached  Yes Attached	□ No
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:  Was a NEPA document prepared for this project?	Attached  Yes Attached	□ No
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:  Was a NEPA document prepared for this project?  If yes, what was the decision? (Check one, and please attach):	Attached  Yes Attached	□ No
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:  Was a NEPA document prepared for this project?  If yes, what was the decision? (Check one, and please attach):  Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or	Attached  Yes Attached	□ No
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:  Was a NEPA document prepared for this project?  If yes, what was the decision? (Check one, and please attach):  Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or  Record of Decision (ROD) from an Environmental Impact Statement (EIS).	Attached  Yes Attached	□ No
4.	b.	Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?  If yes, attach documentation with this form:  Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?  If yes, attach documentation with this form:  Was a NEPA document prepared for this project?  If yes, what was the decision? (Check one, and please attach):  Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or  Record of Decision (ROD) from an Environmental Impact Statement (EIS).  Name of preparing agency:	Attached  Yes Attached	□ No



## You accepted an estimate from Lambert Home Solutions LLC

Estimate accepted May 7, 2024

Here is a quote that covers all labor and material to install 13 new CAT6 cabling runs from the existing telecommunications closet in room 131 out to their respective field locations that were identified on the provided floor

#### Show full details >

<b>Quote fo</b>	r Camera	Cabling
-----------------	----------	---------

Misc. materials \$1,700.00

**Labor** \$3,300.00

**Subtotal** \$5,000.00

Total \$5,000.00

#### **Lambert Home Solutions LLC**

143 E 6th Ave Unit A NORTH POLE, AK 99705

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May 16, 2023

To: Justin Starks, Preparedness Officer, GPD

From: Keith Walls, GPD Environmental Protection Specialist

Subject: EHP Review Completion for 2022-SS-00034 (46245) City of North Pole, AK

**Station Cameras** 

Documentation for the following project was submitted to the Grant Programs Directorate (GPD) for Environmental and Historic Preservation (EHP) review.

**Project Description: Installation of cameras and access controls.** 

Grant Recipient: Alaska Department of Military and Veterans Affairs

Project Location: 125 Snowman Lane, City North Pole, AK

Grant Number(s): 2022-SS-00034 Case Number: 2022-SS-00034.46245

**Grant Program: Homeland Security Grant Program** 

The materials submitted were reviewed according to the National Environmental Policy Act (NEPA) of 1969, the National Historic Preservation Act (NHPA) and other EHP laws, regulations, and Executive Orders.

After review of the documentation provided, the environmental review is now completed in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01. Please inform the recipient that because of this determination their project has been approved for EHP compliance, subject to the conditions outlined below. In addition, where subrecipients are involved, I request you remind the recipient of their responsibility to ensure subrecipients comply with these conditions.

**Special Conditions:** None

#### **Standard Conditions:**

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

EHP Completion Letter EHP Case Number: 2022-SS-00034.46245

- Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

This is official documentation and must be retained as part of the project record. A copy of this letter will be added to the grant file that includes this project.

If you have further questions please contact <a href="mailto:GPDEHPinfo@fema.dhs.gov">GPDEHPinfo@fema.dhs.gov</a>.



City of North Pole Police Department 125 Snowman Ln North Pole, AK 99705

Attn: Chief Steve Dutra

Date:	26 February 2024	
Proposal #:	AFG23-00XXX v3	
Expiration:	ation: 30 days from above date	
<b>Account Executive:</b>	Frank Gamboa	
Contact Number:	(907) 550-2137	

#### Project: DSX AND CCTV EXPANSION - CITY OF NORTH POLE POLICE DEPARTMENT

Thank you for the opportunity to submit a proposal for the requested work at the North Pole Police Department. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide to you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

#### A. SCOPE OF WORK - SECURITY

1. LONG will provide the addition to the existing Milestone CCTV and DSX Access Control systems into the new wing of the Police Department as per the City of North Pole Police Department and RFP design.

#### a. CCTV

- i. Headend:
  - 1. An additional server will be installed at the headend of the CCTV system for additional recording storage for the new CCTV Cameras.
  - 2. The switch will be connected to the CCTV network of the existing system.
    - a. The switch will be installed in the Comm Closet of the new wing.
    - b. The switch will connect to the headend utilizing existing provided fiber optic cable.
    - c. The switch will be connected to a UPS Power Supply.
- ii. Cameras
  - 1. All new cameras will be connected to a network switch located in the Comm Room of the new wing. (Closet 131) Please see map for location.
    - a. The switch will be connected to the CCTV network
  - 2. LONG will provide and install IP cameras for the new wing. Please see map for Camera locations.
    - a. Six (6) IP Cameras will be installed on the interior of the new wing.
    - b. Two (2) IP Cameras will be installed on the exterior of the new wing.
      - a. These cameras will be a multi lens camera to cover two views from the same point.
      - b. These cameras will be high resolution, fixed focal length cameras to capture as much detail as possible.

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- One (1) Exterior IP Camera will be installed on the NE Corner of City Hall.
- d. All camera placement and views will be approved by authorized personnel.

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#### iii. Programming

- 1. New server and cameras will be programmed for optimal performance.
- 2. The new server will be managed by the existing CCTV Server on site.
- 3. All necessary licensing will be applied.

#### iv. Cabling:

- 1. Cable is to have been installed from Comm Closet to each Camera location by General Contractor (Other).
  - a. In the event that cable has not been installed, a conversation will be had and a quote will be presented.
- 2. All cable to be terminated and tested by LONG Technicians.

#### v. Other:

1. Please note that in order to reduce costs on the project the option for adding audio recording has not been included in this quote.

#### b. Milestone Care+ SUPS

- i. The Milestone Care+ will be updated for existing CCTV system.
  - 1. This subscription will be active for two (2) years.

#### c. Access Control

- i. Headend:
  - 1. Two (2) DSX eight (8) Door Packages will be installed.
    - a. Package includes Panel, Power supply, and back-up batteries.
    - b. Head end to be installed in the Comm Closet of the new wing.
    - c. Please see map for location.

#### ii. Doors:

- 1. Access Control Doors will receive electrified hardware, Electric Power Transfer, door contact, and keypad card reader.
  - a. Electrified Hardware and Electric Power Transfer is to have been installed at all Access Control Doors by General Contractor (Other).
    - a. In the event that Electrified Hardware and Electric Power Transfer are not installed, a conversation will be had and a quote will be presented.
- 2. Access Control Doors are:
  - a. Door 114 Interview Room B
  - b. Door 115 Interview Room A
  - c. Door 116 Men's Locker Room
  - d. Door 117 Women's Locker Room
  - e. Door 118 B New Entry
    - a. Will receive an In Reader and an Out Reader
  - f. Door 118 A Hall to Hall
  - g. Door 119 Sally Port
    - a. Will receive an In Reader and an Out Reader
  - h. Door 120 Holding Cell
    - a. Will receive an In Reader and an Out Reader
  - i. Door 122 Training Room
  - j. Door 125 A Exterior to Waiting Room
  - k. Door 125 B Waiting Room to Hall
    - a. Will receive an In Reader and an Out Reader
  - I. Door 129 Exterior to Hall

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#### iii. Cabling

- 1. Cable management is to have been installed by General Contractor.
- 2. Cabling to be installed by LONG technicians.
- 3. LONG technicians will make all terminations and perform all testing

#### iv. Programming:

- 1. All necessary programming for the new wing will done to bring system in to full operation.
  - System operation and testing will be done by LONG technicians and approved by Authorized Peronnel.

#### 2. Equipment

- a. CCTV
  - i. Provide and install one (1) CCTV Server
  - ii. Provide and install one (1) Network Switch
  - iii. Provide and install one (1) UPS Power Supply
  - iv. Provide and install six (6) Interior IP Cameras
  - v. Provide and install two (2) Multi Lens IP Camera
  - vi. Provide and install one (1) Exterior IP Cameras
  - vii. Provide labor to terminate cable at headend equipment and cameras.
  - viii. Provide all necessary licensing.
- b. Milestone Care+ Software Update
  - i. Provide and install a full Milestone Care+ Update for the existing CCTV System.
- c. Access Control
  - i. Provide and install two (2) eight (8) door DSX Packages
  - ii. Provide and install sixteen (16) Keypad Card Readers
  - iii. Provide and install twelve (12) Door Contacts
  - iv. Provide labor to terminate all cable at the headend panels, power supplies, electrified hardware, and door contacts.

#### 3. General

- a. Provide all programming to Milestone and DSX Software
  - i. All camera views will be verified by authorized personnel
- b. Provide Red Lines Drawings.
- c. Provide all necessary miscellaneous materials, connectors, and freight.
- d. Provide all necessary commissioning.
- e. One-year warranty on all supplied materials and workmanship.
- f. Pricing does not include tax.

#### 4. Owner must provide the following to complete the project.

- a. Access to facility at agreed upon times.
- b. IT Support to allow systems on network.
- c. Access to CCTV Server for programming.
- d. Access to WINDSX for programming.

#### B. PRICE OF WORK

1.	CCTV Expansion	\$57,277.00
2.	Milestone Care+ Update	\$2,497.00
3.	Access Control Expansion	\$64,397.00
	GRAND TOTAL	\$124 171 00

This Proposal is subject to change based on unknown items that may occur as result of Supply Chain such as material delays, labor shortages, jobsite disruptions or governmental intervention. Even as the US is experiencing a wind-down, manufactures and production facilities are feeling the impacts limited international imports (such as chip shortages), health and safety concerns, as well as economic impacts to their business. Lead times and production may be extended without warning. Projects with critical completion schedules should be coordinated with your LONG salesperson. \_\_\_\_Initial

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#### C. SOFTWARE SUBSCRIPTION AGREEMENT

1. N/A

#### D. MAINTENANCE AGREEMENT:

1. N/A

#### E. INCLUSIONS:

- 1. LONG will provide all labor for this project during normal business hours. If overtime work is required, an additional proposal will be provided for that work.
- 2. LONG will coordinate work with Client to minimize disruption.
- 3. LONG will coordinate with Client for project start dates to allow for product arrival and completion of drawings (if needed). Additional charges will apply for site work starting earlier than the arranged project dates if additional cost is incurred for expedited/emergency installation.
- 4. LONG will provide and install all necessary components listed in Inclusions for a complete and operable system.
- 5. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a separate proposal for their repair/replacement will be provided upon request.
- 6. LONG will provide all necessary wire and cabling. (NOTE): Existing raceways will be utilized wherever possible.

#### F. EXCLUSIONS:

- 1. A 120VAC power source input hard-wired, non-receptacle for the power supplies is not included in this scope of work.
- 2. LONG does not include the required Host PC in this scope of work.
- 3. LONG will require IP address and network support to allow the systems on your network.
- 4. Customer is responsible for all access control cardholder programming.
- 5. All warranty for owner supplied or existing materials and workmanship.
- 6. All costs of bonds and permits
- 7. Code Upgrades
- 8. Demolition of any kind.
- 9. Power wiring or electrical panel modifications beyond what is included in this scope of work.
- 10. Hazardous material identification, abatement, or removal.
- 11. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
- 12. All trash removal from site.
- 13. All taxes and assessments related to this project.
- 14. Builders Risk Insurance.
  - ☐ Cutting, patching, painting of finishes
     ☐ Core drilling, saw cutting
     ☐ Trenching, tunneling
     ☐ Hazardous materials handling
     ☐ Provision of access doors
     ☐ Demolition
  - ☐ Bid bond ☐ Payment bond ☐ Performance bond ☐ Work outside normal business hours

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#### **G. PAYMENT OPTIONS:**

- 1. Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
- 2. Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings net 30, with a 1.5% per month service charge on past due invoices.

RESPONSIBILITY MATRIX	LOI	NG	Owi	ner	Elect	rical	LOI Subcon	_	Oth	ier
IVIAIRIA	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install
DSX Panels	X	Χ								
DSX Power Supply	X	Χ								
DSX Lan	Χ	Χ								
Backup Batteries	Χ	Χ								
ACS CABLING	Х	Χ								
Door Lock Hardware									X	X
Door Contacts	X	Χ								
Power Transfer									X	X
Card Readers	X	Х								
CCTV Client										
CCTV Server	X	Χ								
Network Switch	X	Χ								
UPS Power Supply	X	Χ								
IP Cameras	X	Χ								
Camera License	X	Χ								
Camera License Support Plan	X	Х								
Milestone Base License	X	Х								
CCTV CABLING									X	X
IP Addresses		Χ	X							
Commissioning	X	Χ								
120VAC power			X							
Host PC			X							

	Accepted for:	Submitted by:	LONG
AUTHORIZE	Accepted by:	Submitted by:	Frank Gamboa
皇	Title:	Title:	Security Account Executive
\U	Signature:	Signature:	Frank R. Gamboa
1	Date:	Date:	26 February 2024

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and, on the pages, attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

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#### **Terms and Conditions:**

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

- 1. **Scope of Work**. Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
- 2. **Invoicing & Payments**. LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
- 3. **Material Shortages**. If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
- 4. **Taxes**. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
- Delays. LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
- 6. **Compliance with Laws**. LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 7. **Disputes**. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 8. **Insurance**. Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
- 9. **Indemnity**. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 10. **Occupational Safety and Health**. The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
- 11. **Entire Agreement**. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
- 12. **Changes**. No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

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- 13. Limitations of Liability. Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
- 14. Warranty. LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
- 15. Asbestos-Containing Materials. LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
- 16. Other Hazards. Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.

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## **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 if 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 of 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: 23 SHSP-GY22 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.

Sole Source/Inadequa	ite Competition		
Vendor:	Long Technologies Security		A STATE OF THE STA
Purchase Amount:	\$110,000.00		
Justification for Vendowritten supporting docume fact. Evidence must be in true and accurate. Factual proving that the findings included or attached.  The City of North Polepartment. Both of the DSX systems is Lecontrols and security Department is also make a systems operation.	dor Selection — Provide justification for veneration providing justification for veneral facts of the vidence may consist of written do of fact are true and accurate. Itemize the has security door access systems need to be compared	tion for Vendor Selection in the below box. dor selection. Explanations of exemptions mus sufficient to independently determine that the focuments, records, supporting data, affidavits, o ed listings of findings of fact and material factures currently installed in both City Hall atible with the new addition systems and intain continuity of operations for all eleck The security camera system in the mail Long Technologies, this seamlessly integrated the continuity of the currently been to the currently been to the continuity of the currently been to the currentl	and the Police the only vendor for ctronic access in area of the Police tronic access in area of the Police rates with the
Send to DHS&EM for a	pproval prior to purchase		
E-mail to mva.grants@	alaska.gov for approval		
		eport is required for selected ve	endor
A STATE OF THE PROPERTY OF THE	Mandatory Subrecipient Action		
□ 1. Check System	for Award Management (SAM) for	r debarment/suspension.	THE PERSON NAMED OF THE PERSON
	2		
2. Print SAMS re	eport page and attach to this form.		
Certification			
Subrecipient Project Manage (hief & ruce Ov.	ger's Signature	s related to this procurement are on file and ava <u> ちーとマーマ3</u> Date	ilable upon request.
Printed Name and Title			
E-mail signed form to n	nva.grants@alaska.gov		
DI	VISION OF HOMELAND SECU	RITY AND EMERGENCY MANAGEMENT	
Approved	☐ Disapproved	☐ Returned for Further Justification	Date
SAA/GAR Point of Conta	ct or Authorized Representative		Date 5-3/-23
PMR Sole Source / Ina	dequate Competition 1 o	of 3	Parisad Juna 2019



# Fairbanks North Star Borough Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1481 • FAX 459-1119

## FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES AND AMBULANCE CONTRACT

#### Section 1. **Parties**

The parties to this Contract are the FAIRBANKS NORTH STAR BOROUGH ("Borough"), and the CITY OF NORTH POLE ("Contractor").

#### Section 2. **Duties of the Contractor**

The Contractor shall provide pre-hospital emergency medical and Α. ambulance services (EMS) within its Borough-assigned response area. The Contractor shall have a primary ambulance response area that includes the majority of the North Star Fire Service Area with the exception of the areas north of the Little Chena River.

The Borough may direct the dispatch of the closest staffed and available ambulance to emergency medical calls occurring outside the cities of Fairbanks and North Pole, irrespective of designated response areas.

Within its capabilities, the Contractor may respond outside its assigned ambulance response area at the request of any other ambulance service within the Borough. including providing mutual aid to the City of Fairbanks.

The Contractor shall provide these services 24 hours per day, 7 days per week. The Contractor shall maintain a valid state of Alaska EMS Provider Certification (AS 18.08) throughout the contract period.

- Employee Relations. The Contractor is responsible for employee hiring and promotion, employee discipline, and all other policies concerning employer and employees. The Contractor is solely responsible for recruiting, training, and other policies toward volunteers or paid staff. The Contractor is responsible for payment of wages and salaries to its employees, for timely and accurate submission of W-4 Forms and other information to the Internal Revenue Service, for payment of the Social Security employer's contribution, and for compliance with all other state and federal wage, hour, and tax laws.
- Privacy Laws. Contractor shall sign an agreement (attached as Appendix 1-BAA) with the Borough to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws. The

Contractor shall provide all patients a Borough approved Notice of Privacy Practices (NPP).

2. Dispatching. The Contractor shall be fully responsible for securing its emergency and non-emergency dispatch needs. The Contractor shall maintain the capability to be in radio communications with the emergency rooms of Fairbanks Memorial Hospital and Basset Army Hospital.

## 3. Training and Level of Service.

- a. The Contractor shall ensure no individual operating under its authorization performs any medical care or stabilization techniques on any patient unless the Contractor's personnel have received the appropriate medical training. All Emergency Medical Technicians, under the control of the Contractor, will be trained as specified in the Alaska Administrative Code.
- b. The Contractor shall ensure that its initially responding ambulance is staffed to the advanced life support level as defined in 7 AAC 26.230(b)(2)(i.e., must have an EMT-II or EMT-III, mobile intensive care paramedic, or other medical personnel certified or licensed to provide advanced life support (e.g., registered nurse, physician's assistant, or physician), and at least one other person trained to at least the EMT-I level when using a surface transportation vehicle, available to respond to emergency calls 24 hours a day). Likewise, the Contractor shall operate their ambulances under all response and medical protocols established by Alaska Administrative Code.
- c. The Contractor shall maintain a professional affiliation with a state-licensed physician as its individual medical director under whose medical protocols it functions. The Contractor shall ensure that their medical director reviews their emergency medical responses periodically.
- d. Within limitations of appropriations, the Borough shall coordinate initial and recertification training of the Contractor's EMT I + II + IIIs. The Contractor, or student, shall be responsible for all class books, lab fees, credit fees, National Registry fees, test fees and other miscellaneous costs.
- e. If the Contractor requests additional EMT training beyond what the Borough is financially able to provide or if the Contractor requires any additional medical training to fulfill the requirements of this contract, such additional medical training and related costs will be the sole responsibility of the Contractor.
- f. The Contractor shall maintain accurate records of the training certifications of all its personnel, including, but not necessarily limited to, driver's training, initial and recertification at the appropriate EMT level, and Contractor-approved continued medical education classes. An annual summary of personnel training qualifications will be provided to the Borough.
- g. When necessary, the Contractor may summon the assistance of the closest fire department that is authorized to perform such duties as may be required at the emergency scene. The contract amount is inclusive of all amounts necessary to reimburse any such fire department for these services.

## Section 3. Duties of the Borough

A. The Borough shall pay the Contractor for this contract the sum of \$811,841. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly.

The Borough will make a payment equal to 50% of the total contract amount to the Contractor on or about July 15th. Upon timely receipt of all reports listed in Section 7, the remainder of the contract will be paid in equal amounts (25% of the total contract amount) on or about January 15th and April 15th respectively.

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B. The Borough shall monitor the Contractor's compliance with this contract; however, the Borough shall not otherwise supervise or direct the Contractor. The Contractor is an independent contractor to the Fairbanks North Star Borough.

## <u>Section 4</u>. Contract Term, Renewal, Termination, Integration

- A. Term. This contract shall cover a period from July 1, 2024, unless otherwise notified by the Borough and shall terminate on June 30, 2025. The contract shall become effective on the date of signing.
- B. Renewal. This contract may be extended for four (4) additional one (1) year periods by mutual consent of the parties. Six (6) months prior to the annual termination date, the Borough and Contractor shall confer on the feasibility of exercising a renewal option.
- C.. Termination. This contract may be terminated by:
  - 1. Mutual written consent of the Borough and Contractor;
- 2. Written request by either party based on non-performance of the other party, after sixty (60) calendar day notice. This notification time shall permit resolution of any disagreements.
- 3. Abandonment by Contractor. If the Borough terminates this contract for nonperformance or abandonment, the Borough may have the services provided by another Contractor and may use funds originally allocated to the Contractor under this agreement. The Contractor under this agreement is responsible to return to the Borough any unused or unencumbered funds. Likewise, the Borough will retain any undistributed contract funds should termination of the contract occur.
- 4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

- D. Failure to object not a waiver. The failure of either party to object to non-performance of or to seek to complete performance of, any duty under this contract shall not constitute a waiver of any subsequent breach of the same, or of any different duty.
- E. Integration. This contract, its appendices, and the map of the primary response area constitute the entire agreement between the Borough and the Contractor and supersede all previous representations and agreements between the parties. This contract shall be binding upon the successors and assigns of each of the parties.
- F. Amendments. Any modifications, changes or additions to this contract shall be sequentially numbered and dated amendments with signatures of both the Borough and Contractor, specifying the scope of any changed duties and any monetary changes required by said amendments.
- G. Interpretation. This contract shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. All parties have been afforded the opportunity to review this contract prior to signing with the assistance of counsel. This contract shall not be interpreted against the drafter.
- H. Assignment. No benefit under this contract may be assigned, nor may any duty under this contract be delegated, without the prior written consent of the other party which shall not be unreasonably withheld.

## Section 5. Contract Representatives - Notices

- A. The Borough's representative for this contract shall be the Borough Emergency Operations Director.
- B. The Contractor's representative for this contract shall be the North Pole City Mayor.
- C. Any notices under this agreement shall be in writing, personally delivered, mailed or faxed, and addressed to the respective contract representative. Either party may change its contract representative or its address for notices by written notice to the other.

**BOROUGH** Emergency Operations Director

Fairbanks North Star Borough

P.O. Box 71267

Fairbanks, Alaska 99707

Tel: 459-1481 Fax: 459-1119

**CONTRACTOR** North Pole City Mayor

125 Snowman Lane North Pole, AK 99705

Tel: 488-2281 Fax: 488-3002

### Section 6. Financial Records

- A. The Contractor shall maintain its internal financial records in accordance with generally accepted accounting principles. All Contractor financial records, including any audit reports, shall be available upon reasonable request and at reasonable times for inspection by representatives of the Borough.
- B. An auditor selected by the Borough may conduct a special independent audit of the Contractor's records upon a finding by the Borough Mayor, in the Mayor's sole discretion, that such special audit is deemed appropriate. The Borough shall pay the cost of such audit. However, if such audit reveals that the Contractor has materially deviated from its fiscal responsibilities under terms of this contract, the Contractor will be billed for said audit.

## Section 7. Reporting Requirements

- A. The Contractor will adhere to all reasonable billing and response accountability procedures as requested by the Borough Emergency Operations Director, including complying with electronic reporting standards as adopted by the State of Alaska.
- B. The Contractor will collect and provide to the Borough data to allow the Borough to fulfill its reporting requirements to the Medicare Ground Ambulance Data Collection System..
- C. The Contractor will track the following response times:
  - 1. <u>Turnout time</u>: The time interval that begins when the emergency response unit is notified by receipt of an audible alarm over the dispatch frequency and ends when the response unit with the capability to address the emergency starts to drive.
  - 2. <u>Travel Time:</u> The time interval that begins when a unit is enroute to the emergency incident and ends when the unit arrives on scene (i.e. when the unit arrives at the incident location or is staged ready to take action when ordered or cleared to do so).
  - 3. <u>Initiating Action/Intervention Time:</u> The time interval from when a unit arrives on the scene to the initiation of emergency mitigation (e.g. "water on the fire" or "at patient").
  - 4. <u>In-Service Time:</u> When the unit is available after a response to be dispatched to another emergency call with the full capability to address the new emergency (e.g. "Clear of Call" or "Returning to Station" time).
- D. The Contractor shall provide the Borough Emergency Operations Director, by the 10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time,

Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patent transported).

- 1. The data set utilized for this report may be generated from the Imagetrend Elite program utilized by the contractor.
- 2. The Contractor shall maintain a change log of alterations made by the Contractor to the data contained in this report. The log shall include the date of the change, name of the individual responsible for the change, and a brief explanation of the reason the data was changed. The change log shall be provided to the Borough upon request.
- E. The Contractor agrees to allow access to the Contractor's ePCR system by the Borough for the purpose of verifying monthly run activity reports.
- F. At the time of the signing of the contract, the Contractor will communicate to the Director of Emergency Operations the current President of the Board of Directors and contact information for that individual. During the term of the contract, any changes to the President of the Board of Directors must be communicated in writing within 5 business days to the Director of Emergency Operations.

## Section 8. Insurance Requirements

- A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the Borough's risk manager.
  - <u>Commercial General Liability</u> coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence to include terrorism coverage.
  - Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
  - <u>Workers' Compensation</u> coverage including Employer's Liability with limits of not less than \$1,000,000. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.
  - <u>Professional Liability Medical</u> coverage with limits not less than \$2,000,000 per occurrence.
  - <u>Umbrella/Excess Liability</u> coverage, written on an occurrence basis, with limits of not less than \$10,000,000 combined single and aggregate limit.

- B. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.
- C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
- F. Before providing any services under this contract, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

## Section 9. Ownership of Records

All records kept by the Contractor in support of this contract (with the exception of Protected Heath Information which shall be handled in accordance with the agreement attached as Appendix 1) shall be the property of the Contractor but shall be made available to the Borough upon reasonable notice and at reasonable times and places. This power to review records continues for six (6) years after the termination of this contract, whether the contract is terminated by the parties or ends by its own terms.

## Section 10. Indemnification

- A. Subject to a specific appropriation by the City Council for this purpose, the Contractor agrees to indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the Contractor to use such skill, prudence, and diligence as other members of the Contractor's profession commonly possess and exercise. The Contractor's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Contractor has no duty to defend or indemnify the Borough against any claim or action alleging, arising from or based, on a wrongful or negligent act by the Borough. The duty of the Contractor to indemnify and defend the Borough extends to
  - 1. Claims for death, or for damage to persons or property,
  - 2. Claims for economic loss, and
  - 3. Claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that the Contractor has no appropriation currently available to it to indemnify the Borough under this provision and that enactment of an appropriation in the future to find a payment under this provision remains in the sole discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the City.

# CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT

## SIGNATURE PAGE

APPROVED:	_ DATE:
Mayor City of North Pole	
PRINTED NAME:	_
APPROVED:Bryce J. Ward, Mayor Fairbanks North Star Borough	DATE
REVIEWED:Fairbanks North Star Borough Legal Departmen	DATE:
ATTEST:April Trickey Fairbanks North Star Borough Clerk	DATE:

125 Snowman Lane North Pole, Alaska 99705 (907) 488-8593 (907) 488-3002 (fax) rwallace@northpolealaska.org

## City of North Pole Director of City Services

# Memo

To: City Council
From: City Services

Date: May 20, 2024

Subject: Stantec Consulting Engineering Support to the Three Bears Project

#### City Council:

Stantec Consulting has represented the City of North Pole in providing engineering support to the Three Bears utility planning and design effort. During a project review meeting with the Utilities supervisor (Paul Trissel), we identified the need for Stantec to oversee the Three Bears utilities linkage to the City water system. Using Stantec allows for dedicated and expert oversight to ensure that all Three Bears water utilities infrastructure conforms to City code and does not put our current water system at risk.

Stantec charges for this work is reimbursable to the City of North Pole – Stantec will perform the work and will bill the City. These charges will be added to the building permitting charges from the City.

Enclosed is our Master Services Agreement with Stantec and their service proposal.

We both recommend approving Stantec support to both the City and the Three Bears water utilities infrastructure project.

Respectfully,

Robert (Danny) Wallace Director of City Services

City of North Pole

## City of North Pole

125 Snowman Lane North Pole, AK 99705 907-488-2281

#### PROFESSIONAL SERVICES CONTRACT

#### MASTER SERVICE AGREEMENT

1. <u>PARTIES</u>. The parties to this contract are the CITY OF NORTH POLE ("CITY"), and STANTEC CONSULTING SERVICES INC. ("STANTEC").

#### 2. <u>DUTIES</u>.

- 2.1 The CITY shall issue individual Contract Task Orders (CTO) for specific civil engineering projects required by the CITY. STANTEC understands that the CITY makes no representation that it will look exclusively to STANTEC for the type of services requested. STANTEC will perform its duties under this agreement as an independent contractor.
- 2.2 STANTEC shall respond to each CTO with a professional services proposal detailing tasks, cost and time required to complete the work. The CITY and STANTEC may refine the proposal for clarification of the scope of service prior to the CITY issuing STANTEC a Notice to Proceed for the professional services agreement. Any approved STANTEC professional services proposal shall become part of this agreement as an attachment
- 2.3 The CITY shall not allow, or pay for, any claim for service other than those described in this section or approved professional services proposals; however, STANTEC may provide, at its own expense, any other services that are consistent with this contract.
- 3. <u>QUALITY OF WORK.</u> STANTEC will perform its duties pursuant to the specifications in the Professional Services Proposal. STANTEC will perform its duties in accordance with the professional standards of care.
- 4. FIXED <u>CONTRACT PRICE</u>. The CITY will pay STANTEC according to the values contained in an approved STANTEC professional services proposal.
- 5. <u>CONTRACT TERMS.</u> This contract becomes effective when both parties have signed this agreement, whichever is later. The initial agreement will continue until December 31, 2024.

#### CONTRACT RENEWAL OPTION.

- 6.1. The CITY reserves the option to renew this contract on an annual basis in increments of twelve (12) months upon written agreement of both parties.
- 6.2. However STANTEC, at least 120 days prior to the contract termination date, may request in writing, changes to the terms, conditions and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.

6.3. The approval of any change(s) is at the sole determination of the CITY.

#### 7. FACILITIES AND LICENSES.

- 7.1. STANTEC will provide all facilities, equipment, supplies, services, and personnel necessary to carry out its duties under this agreement.
- 8. OWNERSHIP OF DOCUMENTS. Upon full payment of all monies owed to STANTEC, CITY owns all specifications, proposals, notes, logs, photographs, and all other documents ("Work Product") that STANTEC develops in the performance of this agreement. The CITY may use these documents without additional compensation to STANTEC. For one year after the CITY final payment to STANTEC under this agreement, STANTEC will, at the request of the CITY, provide the CITY with any materials related to or developed in the performance of this agreement. The CITY will pay STANTEC for reasonable search and copying charges related to such requests. Stantec offers no warranty and accepts no liability for unauthorized reuse of Work Product.

#### INSURANCE REQUIREMENTS.

9.1 **Commercial General Liability:** STANTEC will maintain commercial general liability insurance covering all operations by or on behalf of STANTEC on an occurrence basis against claims for personal injury, bodily injury, death, and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

#### A. Minimum limits

- \$1,000,000 each occurrence
- \$1,000,000 personal & advertising injury
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

#### B. Coverages

- 1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
- 2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
- 3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
- 4. They policy shall provide for severability of interests.
- 5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
- 6. The general aggregate shall apply on a "per project" basis.
- 7. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.

- 8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
- 9. The policy shall be written to provide coverage on a primary and non-contributory basis.

Automobile Liability: STANTEC will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- A. Minimum Limits
  - 1. \$1,000,000 combined single limit each accident
- B. Coverages
  - 1. Additional insured endorsement
  - 2. Specific waiver of subrogation
  - 3. Contractual liability

Workers' Compensation: STANTEC will maintain workers' compensation and employer's liability insurance.

- A. Minimum Limits
  - 1. Workers' compensation statutory limit
  - 2. Employer's liability
    - a. \$1,000,000 bodily injury for each accident
    - b. \$1,000,000 bodily injury by disease for each employee
    - c. \$1,000,000 bodily injury disease aggregate
- B. Coverages
  - 1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under STANTEC's General Liability policy.

**Professional Liability:** When STANTEC'S work includes the provision of professional services, STANTEC will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this STANTEC and the commencement of STANTEC'S services in relation to the Project as follows:

- A. Minimum Limits: \$2,000,000 each claim /\$4,000,000 aggregate
- B. Coverages:
  - 1. Contractual Liability
  - 2. Personal Injury
  - 3. Bodily Injury
  - 4. Property Damage
  - 5. Contractor named Loss Payee
  - 6. Primary and noncontributory coverage
- 10. PERFORMANCE BOND. NA.

#### 11. NOT USED

#### 12. TERMINATION.

- 12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the CITY may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the CITY Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
- 12.2. In case of default by STANTEC, for any reason whatsoever, the CITY may procure the goods or services from another source and hold STANTEC responsible for any resulting excess cost or other remedies under law or equity.
- 12.3. If this contract is terminated, STANTEC has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the CITY has no further duty to pay STANTEC except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.
- 13. <u>IMPOSSIBILITY TO PERFORM.</u> STANTEC is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, STANTEC. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.
- 14. <u>EQUAL OPPORTUNITY</u>. STANTEC will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, STANTEC agrees to use practices that assure equal opportunity to companies owned by women and minorities.

#### 15. CONTRACT DOCUMENTS.

15.1. Contract Task Order: The following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.

16. <u>RELEASE</u>. The CITY assumes no responsibility for the loss or damage of STANTEC's property placed on or in CITY owned property to the extent such loss or damage is caused by the negligence of STANTEC and STANTEC hereby expressly releases and discharges the CITY from any and all liability for loss or damage to such property. The CITY shall have the sole right to collect and sell or otherwise dispose of all articles left by STANTEC in any CITY facility fifteen (15) days after the termination of this agreement.

#### 17. OTHER.

- 17.1. STANTEC may not assign any duties under this agreement without the prior written consent of the CITY.
- 17.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
- 17.3. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
- 17.4. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
- 17.5. This agreement may be amended only in writing.
- 17.6. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- 17.7. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.
- 18. <u>REPRESENTATIVES</u>. Each party may deliver notices under this agreement to the representative and address listed below:

CITY Representative:

Michael W Welch

Mayor

City of North Pole 125 Snowman Lane North Pole, AK 99705

Contractor Representative:

Dean Syta, P.E.

Stantec Consulting Services Inc 725 East Fireweed Lane Suite 200

Anchorage, AK 99503

FOR STANTEC CONSULTING SERVICES INC.

Authorized Representative (signature)

Dean Syta

Authorized Representative (print)

Title: Senior Principal

Date: 2/12/2022

FOR THE CITY OF NORTH POLE

Michael W. Welch, Mayor

Date: August 16, dod



May 14, 2024 File: 2073017000

Attention: Robert Wallace Director of City Services City of North Pole 125 Snowman Lane North Pole, AK 99705

Project: City of North Pole - Three Bears North Pole, Alaska

Subject: Professional Services Proposal - Construction Support Services

Dear Mr. Wallace,

Stantec Consulting Services Inc (Stantec) is pleased to provide the City of North Pole (CONP, City) this proposal to provide a design review of the subject project.

The development of the site is anticipated to begin in summer 2024. The CONP and has requested Stantec provide a current fee proposal for construction administration and inspection services.

#### **SCOPE OF SERVICES**

Stantec proposes to provide the following services to support CONP. Services will be limited to water mains and service construction. Stantec and the City of North Pole are not inspecting or approving other elements of the development such as earthwork, pavements or structures.

#### 1. Construction Support Services (T&M)

Construction support services includes the following sub-tasks:

#### Submittal Review

Stantec will review developers water system materials and product data submittals, such as pipe, fittings, insulation materials, pressure testing plan and results, and disinfection plan and results, for conformance with City of North Pole Standards. Stantec will review the developers septic tanks ADEC application. The proposed budget provides for review of typical water system submittals, with limited resubmittals or corrections. Repeated re-submittals will require additional budget authorization.

#### Construction Inspections

Stantec will provide staff during construction to administer the terms of CONP's utility construction standards as necessary to verify compliance with CONP Standards. The budget provides project management oversite with a total of six (6) inspections throughout the duration of construction.

Stantec will not provide materials testing, pressure testing, or disinfection; these are all the responsibility of the Construction Contractor as part of the construct quality control requirements; however, Stantec will provide quality assurance (QA), verifying that the Contractor is performing the required tests, and that results comply with project requirements. The CONP does have the authority

May 14, 2024 Robert Wallace CONP Page 2 of 3

Reference: City of North Pole - Three Bears North Pole, Alaska

and ability to perform independent materials testing if so desired; Stantec can provide this service on an as-needed basis as time and materials (T&M), or the CONP may have this service provided independently.

#### ADEC Approval to Operate

Stantec is not providing permitting, record drawings or the ADEC Approval to Operate for this project. Stantec will review the Developer's Interim Approval to Operate and the Final Approval to Operate applications on behalf of the City. We anticipate one Interim and one Final request for approval.

#### Meetings and Coordination

Stantec staff will participate in various meetings as throughout the construction, as requested. This includes but not limited to pre-construction conference and progress meetings as required. Stantec staff in Fairbanks will attend in person when available, while Anchorage staff will attend via teleconference or MS Teams. This task also includes various coordination and submittal review as required by the CONP. Total time allotted for this task is 24 hours.

#### **Assumptions and/or Exclusions**

Items not specifically included in the scope outlined herein are not part of the Stantec proposal. Where either Stantec or CONP identify additional work that may benefit the project, the work can be provided by amendment at current standard rates as CONP directs. The following clarifications are specifically noted:

- Stantec is not performing any soils explorations or hazardous materials investigations. We are not providing any contaminated sites permitting.
- Submittals will be electronic only, in PDF format, unless otherwise noted.
- Stantec is not providing stormwater SWPPP, contaminated site, traffic control, safety, or temporary water plans. These will be the responsibility of the construction contractor.
- Stantec will be administering CONPs construction standards. We will not be managing the Contractor or their forces.
- While Stantec can and will direct the Contractor (thru CONP) as to compliance with the Contract, including identifying and requiring correction of defective work, Stantec has no authority to direct Contract changes that result in schedule or cost impact. This authority is reserved to the CONP.
- Stantec is not responsible for job site safety. While our staff will conduct our operations in accordance with Stantec Safe Work Practices, the Contractor is solely responsible for job site safety.
- Other miscellaneous items of work not specifically included in the tasks outlined herein are not part of our proposal. Where either Stantec or CONP identifies additional work that may be beneficial to the project, it can be provided by amendment at contract rates as CONP directs.

#### **SCHEDULE**

Stantec understands Three Bears intends to begin construction by spring 2024 and availability can be adjusted to align with construction schedule.

May 14, 2024 Robert Wallace CONP Page 3 of 3

Reference: City of North Pole - Three Bears North Pole, Alaska

#### **FEE**

Construction support services will be time and materials (T&M) basis. The estimated cost for construction support services is \$19,313.80.

A detailed breakdown of the fee is attached. All work will be performed as a task order in accordance with the Professional Services Agreement (PSA) executed by Stantec and CONP, as dated August 16,2022. The project will be invoiced monthly on a percent complete basis. T&M services will be invoiced at the standard Stantec rates in effect at the time services are performed.

#### **CLOSURE**

We appreciate this opportunity to support the CONP with the Three Bears construction administration and we look forward to working with you for its successful completion.

I will be the project manager and point of contact for this project. My contact information is provided below. As a Senior Principal, I have authority to bind the firm in this matter. If you have any questions or would like to discuss the scope of work or fee, please contact either me at my phone number below, or Nick Arnold at (907) 343-5234, nick.arnold@stantec.com.

Thank you,

Stantec Consulting Services Inc.

Construction Support Fee Estimate

**Dean Syta** 

Attachment:

Senior Principal Phone: 907 343 5260 Fax: 907 258 4653 dean.syta@stantec.com Nick Arnold

Project Manager Phone: 907 343 5234 Fax: 907 258 4653 Nick.Arnold@stantec.com



Fee Proposal Three Bears - Construction Administration City of North Pole May 14, 2024

	Task 1: Construction Administration	Su	ımmary	Project Manager / PIC	Senior Civil Eng - QA/QC	Civil Eng.	Site Engineer														
				Dean Syta / Nick Arnold		Jake Alward	Geoff Moorehead														
Subtask #	Sub-Task Name	Line Hours	Line Cost	\$ 269.00	\$ 269.00	\$ 219.00	\$ 182.00														
1	Submittal Reviews	12.00	\$3,228.00	12																	
	Outsimittal Neviews	12.00	\$5,220.00	12																	
2	Construction Inspections w/ report - 6 Total	36.00	\$6,552.00				36														
3	ADEC Iterm and Final Reviews and Coordination	8.00	\$1,752.00			8															
5	Client / Team Meetings	24.00	\$4,960.00			16	8														
6	Quality Control and Stantec Safety Requirements	6.00	\$1,266.00		2		4														
8	Project Management	5.00	\$1,345.00	5																	
	Labor Hours	91.00		17.00	2.00	24.00	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Labor Subtotal		\$19,103.00	\$4,573.00	\$538.00	\$5,256.00	\$8,736.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK TOTALS	
Direct Labor Cost	\$19,103.00
Subcontract Expenses	\$0.00
Other Direct Costs (ODCs)	\$210.80
Total Cost	\$19,313.80

SUBCONT	SUBCONTRACT EXPENSES										
Item					Total						
No.	Item (s)	Qty.	Unit	Unit Price	Price						
1			LS	\$0.00	\$0.00						
Travel Subtotal											

Item					Total					
No.	Item (s)	Qty.	Unit	Unit Price	Price					
1	Printing Allowance	1	LS	\$50.00	\$50.00					
2	Air Travel	0	ea	\$350.00	\$0.00					
3	Lodging and Per Diem	0	days	\$250.00	\$0.00					
4	Rental Car	0	days	\$200.00	\$0.00					
5	Mileage	240	miles	\$0.67	\$160.80					
6										
	Expenses Subtotal \$210.80									