

CITY OF NORTH POLE Regular Meeting November 4, 2024 City Hall Chambers 125 Snowman Lane, North Pole, Alaska www.northpolealaska.com

Monday, November 4, 2024 Committee of the Whole: 6:30 PM Regular City Council Meeting: 7:00 PM

MAYOR

Larry Terch III 907-488-8584

COUNCIL MEMBERS

Chandra Clack Jeffrey Jacobson Benny Williams Ellen Glab Santa Claus <u>CITY CLERK</u>

Emily Braniff, CMC 907-488-8583

907-460-3767 907-460-7733
907-388-5911
660-464-1072 907-388-3836

- 1. Call to Order/Roll Call
- 2. Pledge of Allegiance
- 3. Invocation
- 4. Approval of Agenda
- 5. Approval of the Minutes from October 21, 2024
- 6. Communications from the Mayor
 - a. Appreciation Award Sam Sanders, Fire Department
 - b. Lifesaving Award Tasmine Gregory, Lifesaving Award Police Department
 - c. Reorganization of City Council
- 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 2024-08 An Ordinance of the City of North Pole, Alaska Amending the 2024 Budget to Reflect Grant Funds
- 12. New Business
 - a. Ordinance 2024-09 An Ordinance of the North Pole City Council Establishing the 2025 Operating and Capital Budget and Levying the Mill Rate
 - b. Request to Council Approve Dispatching Contract Renewal

- 13. Executive Session Flint Hills Settlement
- 14. Council Comments
- 15. Adjournment



Regular City Council Meeting October 21, 2024 7:00 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, October 21, 2024, in the North Pole City Hall Council Chambers.

CALL TO ORDER/ROLL CALL

Mayor Clack called the regular City Council meeting of Monday, October 21, 2024, to order at 7:00 p.m.

Present:

Chandra Clack Anton Keller – Mayor Pro Tem Larry Terch III– Deputy Mayor Pro Tem Benny Williams Jeffrey Jacobson Dave Skipps Santa Claus Ellen Glab

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by City Clerk Emily Braniff

INVOCATION

Given by Mr. Williams

APPROVAL OF AGENDA

Mr. Terch moved to approve the agenda of October 21, 2024

Seconded by Mr. Jacobson

Mr. Jacobson *moved to amend the agenda* to place Ordinance 2024-08 – An Ordinance of the City of North Pole, Alaska Amending the 2024 Budget to Reflect Grant Funds, Resolution 2024-09 – A Resolution of the City of North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts and City Snowplow Services – Contract Renewal on the Consent Agenda

Seconded by Mr. Williams

UNFINISHED BUSINESS

NEW BUSINESS

October 21, 2024

Minutes

- Ordinance 2024-08 An Ordinance of the City of North Pole, Alaska Amending the 2024 Budget to Reflect Grant Funds
- Resolution 2024-09 A Resolution of the City of North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts
- City Snowplow Services Contract Renewal

On the Agenda

DISCUSSION None PASSED Yes: Skipps, Williams, Jacobson, Terch, Keller, Clack No: 0 Absent: 0

On the Agenda, as Amended

DISCUSSION

None

PASSED Yes: Terch, Williams, Keller, Jacobson, Skipps, Clack No: 0 Absent: 0

APPROVAL OF MINUTES

Mr. Keller moved to approve the minutes from the October 7, 2024, meeting.

Seconded by Mr. Williams

On the Minutes DISCUSSION

None **PASSED** Yes: Jacobson, Terch, Skipps, Keller, Williams, Clack No: 0 Absent: 0

COMMUNICATIONS FROM THE MAYOR

Mayor Clack asked Ms. Braniff to read the results of the Municipal Election onto the record. Ms. Braniff read the results of the October 1, 2024, Municipal Election and swore in the new members.

Council Member Ellen Glab gave her Oath of Office. Council Member Santa Glaus gave his Oath of Office. Mayor Larry Terch III gave his Oath of Office.

Mayor Clack called for a brief 10 minute recess so the new members could take their place at the dais and

Minutes

October 21, 2024

everyone could enjoy some light refreshments.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

<u>CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)</u>

Dave Skipps thanked everyone for his eight years on Council and said everyone at the city has been wonderful to work with and that he has enjoyed his time of service.

Anton Keller shared how much he has enjoyed being a City Council member and that he looks forward to see how the Council restructures going forward.

COMMUNICATIONS FROM DEPARTMENT HEADS & BOROUGH REPRESENTATIVE

Police Department, Chief Steve Dutra

Chief Dutra stated they have had several accidents reported due to the heavy snowstorm that is occurring outside and asked everyone to stay safe. Chief Dutra spoke of training opportunities that are taking place in his department and encouraged all Council members to come and check it out. Chief Dutra shared that Lieutenant Jed Smith is doing well at the FBI Academy and that he expects him to graduate up at the top of the class.

Fire Department, Chief Chad Heineken

Chief Heineken thanked the past Council members for their service and dedication to the City of North Pole. Chief Heineken shared the North Pole High School will be holding their haunted house again this year and shared details of the partnership with the students. Chief Heineken shared information about the students that just graduated from the Fire Department Apprenticeship.

City Clerk, Emily Braniff

Ms. Braniff welcomed Mayor Terch and new Council members Ms. Glab and Mr. Claus to the Council, Ms. Braniff reported if anyone would like to fill the vacancy to email Mayor Terch at lterch@northpolealaska.org.

Finance Department, Tricia Fogarty

Ms. Fogarty stated she sent the financials to Ms. Braniff to forward to all Council members and shared that the Finance Department is working diligently on the 2025 City Budget. Ms. Fogarty reported that Budget meetings would be held the following Monday, Tuesday and Wednesday and that dinner will be provided.

ON GOING PROJECTS

OLD BUSINESS

NEW BUSINESS

COUNCIL COMMENTS

Mr. Claus stated he is out walking every day and asked everyone to be safe out there.

Ms. Glab stated she looks forward to serving on the Council and to work with the rest of the members.

Minutes

October 21, 2024

Mr. Jacobson thanked Mr. Keller and Mr. Skipps for their service and congratulated Mayor Terch for becoming Mayor and thanked Ms. Clack for stepping up and filling in when the city needed her.

Mr. Williams thanked the new Mayor for stepping up for the City of North Pole and welcomed new Council members.

Mayor Terch thanked Mayor Clack, Mr. Keller and Mr. Skipps for their service on Council and shared that he looks forward to moving forward with the City of North Pole.

ADJOURNMENT

Mr. Jacobson *moved* to adjourn.

Seconded by Mr. Williams

The regular meeting of Monday, October 21, 2024 adjourned at 7:45 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, November 4, 2024.

Mayor Larry Terch III

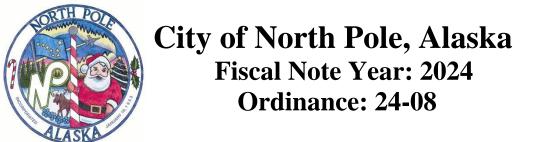
ATTEST:

Emily Braniff, CMC City Clerk

CITY OF NORTH POLE ORDINANCE 2024-08 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA AMENDING THE 2024 BUDGET TO REFLECT GRANT FUNDS

WHEREAS , changes to practices requirement; and	s and policies is a continually changing
WHEREAS , the City of North Pol requirements of the City; and	le budget should be amended to conform to the
1	
WHEREAS, adjustment in the bu	udget are necessary to remain compliant with
Council approved authorizations	s and budget management rules, and
WHEREAS, fiscal notes are the r	method prescribed by the code to amend a
budget; and	
WHEREAS , fiscal notes have been	en reviewed by the Accountant and Mayor for
accuracy and will be recorded as	s amendments to the budget upon approval.
•	DAINED by the Council of the City of North Pole
	d in the attached fiscal note to move funds to
Include grant funds that have be	een accepted by the North Pole City Council.
Section 1 This ordinance is of	a general notions and shall not be codified
Section 1. This ordinance is of a	a general nature and shall not be codified.
Section 2. Effective date.	
	ective immediately upon passage.
ADOPTED THE DAY OF Nove	ember 4, 2024
	Mayor Larry Terch III
ATTEST:	
Emily Braniff, CMC	-
City Clerk	
	PASSED
	Yes:
	No:

Absent:



Originator/Sponsor: Chief Dutra & Tricia Fogarty

Date: October 15, 2024

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

Fund- Dept.	Account Description	Account #	<u>Debit</u>	Credit	Effect
Fund 11	Wages Full Time	11-10-1-0010	38,300.00		Increase
Fund 11	Benefits	11-10-1-0030	2,600.00		Increase
Fund 11	PERS	11-10-1-0040	8,200.00		Increase
Fund 11	Health Insurance	11-10-1-0130	5,600.00		Increase
Fund 11	JAG Grant Revenue	11-39-9000		54,700.00	Increase
Fund 43	Smart Water Expense	43-04-9030	350,500.00		Increase
Fund 43	Smart Water Revenue	43-39-3130		350,500.00	Increase
Fund 32	SHSP 2022 Video Security System	32-10-9-9014	110,000.00		Increase
Fund 32	SHSP 2022 Grant Revenue	32-39-9030		110,000.00	Increase
Fund 32	SHSP 2023 Security Cameras	32-10-9-9015	119,330.00		Increase
Fund 32	SHSP 2023 PW Backup Generator	32-10-9-9017	39,000.00		Increase
Fund 32	SHSP 2023 Physical Security Assessment	32-10-9-9016	,		Increase
Fund 32	SHSP 2023 Grant Revenue	32-39-9031	, , , , , , , , , , , , , , , , , , , ,	193,330.00	Increase

Prepared By: <u>Tricia Fogarty</u>

Date: <u>October 15, 2024</u>

Finance Approval: <u>Tricia Fogarty</u>

Date: <u>October 15, 2024</u>

STATE OF ALASKA Department of Public Safety Alaska State Troopers Division of Administrative Services

GRANT APPLICATION

Application is hereby made to the Department of Public Safety for funding made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CFDA #16.738.

AGENCY NAME:				
City of North Pole				
PHYSICAL ADDRESS: 125 Snowman Lane PHONE: (907)488-6902		07)488-6902		
North Pole, AK 99705	AGENCY U	IN: 92-6001585 EI: 082506569 (REQUIRED)		
MAILING ADDRESS: 125 Snowman Lane North Pol	e, AK 99705			
PROJECT CONTACT:	PHONE: (90	07) 488-6902		
NAME: Steve Dutra	FAX: (907) 488-5299			
TITLE: Chief of Police	EMAIL: sdutra@northpolepolice.org			
PERFORMANCE PERIOD:	AMOUNT REQUESTED:			
Start: October 1st, 2024 End: September 30th, 2025	st , 2024 End: September 30th, 2025 \$ 168,459.00			
GENCY CONTACTS				
AUTHORIZING OFFICIAL		Phone: (907) 488-8584		
Name: Chandra Clack		FAX: (907) 488-3002		
Title: Mayor		Email: CClack@northpolealaska.org		
FINANCIAL CONTACT		Phone: (907) 488-8594		
Name: Tricia Fogarty		FAX: (907) 488-3002		
Title: CFO		Email: tfogarty@northpolealaska.org		
PROJECT DIRECTOR		Phone: (907) 488-6902		
Name: Steve Dutra		FAX: (907) 488-5299		
Title: Chief of Police		Email: sdutra@northpolepolice.org		

CERTIFICATION

The undersigned (authorized official signing for the applicant) certifies that the statements made in this application document and attached proposal are true, complete, and accurate to the best of his or her knowledge.

ack

AUTHORIZED SIGNATURE:

2024 DATE:

andia

PROJECT ABSTRACT

APPLICANT AGENCY NAME: City of North Pole

AMOUNT REQUESTED: \$ 168,459.00

PROGRAM: FFY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PERFORMANCE PERIOD: October 1st, 2024, to September 30th, 2025

PROJECT SUMMARY: Please provide a brief summary of the project in the box below:

The North Pole Police Department is committed to continue its Federal, State, and other local partners to help identify and dismantle criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol into Alaska communities. The primary objective of this project is to decrease the harm illicit drugs and alcohol cause to the residents of Alaska, particularly those residing in the interior communities.

The North Pole Police Department will assign one fulltime Detective to work with the Fairbanks Area Narcotics Team to facilitate a multi-jurisdictional team stationed in the interior or Alaska. The team will work to interdict illicit drugs and alcohol, help curb organized drug trafficking, and assist in decreasing the overall drug use in the interior through active drug interdiction. The goal is to provide for a safer community, punctuated by an overall drop in violent crimes and violent crimes, as well as lowering Fentanyl use and overdoses.

PROJECT NARRATIVE

APPLICANT AGENCY NAME: City of North Pole

AMOUNT REQUESTED: \$168,459.00

PROGRAM: FFY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program PERFORMANCE PERIOD: October 1st, 2024, to September 30th, 2025 PROJECT NARRATIVE: Please provide answers to the project bulleted list below:

a. Project Overview: A NPPD Detective will be assigned to the Fairbanks Area Narcotics Team (FANT) to work full-time with the Alaska State Troopers and other LEO partners assigned to the unit. Their mission is to mitigate the transport of illegal drugs into the State of Alaska. The FANT's main target is the area of Fairbanks and North Pole, with emphasis also placed on neighboring communities, and northern regions of Alaska extending all the way to the Canadian Border. The primary role of FANT is to develop leads and conduct investigations into the importation, manufacturing, and sale of illicit drugs. The multijurisdictional team also investigates serious crimes related to the illegal importation and sale of alcohol. To integrate with the team successfully, NPPD has developed specific goals and objectives, which have much in common with the priorities set forth in the Alaska JAG program.

This project was implemented to:

 Coordinate efforts and resources from local, state, and Federal agencies through the use of a statewide multijurisdictional task force.
Interdict and seize controlled substances and alcohol that are being illegally distributed throughout the interior of Alaska.
Investigate, apprehend, and successfully prosecute local distributors

of controlled substances and illegal alcohol.

b. Statement of Need

The North Pole Police Department (NPPD) is continually seeking to analyze its efforts and successes to make improvements and enhance a proactive approach to law enforcement. According to data from the US census, the current population of North Pole is approx. 2427. This population doubles during the day due to the presence of multiple public schools, shopping centers, restaurants, and businesses. The number of City and area residents is also projected to continue to increase over the next 3-5 years due to continued expansion of area military bases. Because of this population growth, more serious crimes are on the rise in the City of North Pole. There is also a noticeable increase in the complexity of criminal activity. The criminal element has also been emboldened by ever fluctuating State statute and substantially reduced penalties. This has created a situation that taxes law enforcement's ability to proactively root out criminal behavior and also impacts the area residents.

The ongoing analysis of NPPD cases reveals that approx. 88 percent of arrests are made on perpetrators that reside outside the City limits of North Pole. This trend will only continue as the population increases. Numerous high-profile drug cases have spotlighted the City of North Pole through the years including some notable examples from 2023. A NPPD Officer in connection with FANT was able to develop a lead regarding drug trafficking in the Fairbanks area. Ultimately this investigation led to the seizure of several kilos of Methamphetamine and almost two kilos of Fentanyl, 10 guns (several used in a crime), and about \$7000 in cash. The total value of all the drugs seized is approx. \$300,000.00. FANT has also been working on several cases of children being targeted for drug sales and several arrests have been made. Over 60 pounds of marijuana and several pounds of shrooms have been seized in 2023. The street value of these drugs are between \$60-\$100 thousand dollars. Over 35 guns have been seized in connection to these cases and several children have been identified as purchasing drugs from these organized criminals. FANT, with the assistance of USPIS, intercepted almost 15 pounds of cocaine (street value over \$600k). FANT has investigated numerous cases with Wright Air of drugs being smuggled flown into the villages. FANT has conducted several package sorts at

FedEx in attempts to intercept drug being mailed into the Fairbanks communities. A large amount of vehicular traffic passes through the City of North Pole on the Richardson Highway, with AADT reporting 18,000 vehicles in 2022. This reflects a substantial upward trend with thousands of new personnel continuing to arrive for support operations at Eielson Air Force Base (EAFB). Property crimes which tend to be fueled by the drug trade continue to fluctuate substantially based on enhanced enforcement activities. Recent stats peak in 2020 with a 25% increase in burglaries occurring between 2021 and 2022. Larcenies were mitigated by 22%.

The increase of drug possession and distribution cases taken in North Pole schools is alarming with a 50% increase in drug cases seen at the Middle School and a 200% increase seen at the High School. The continued proliferation, trafficking, and abuse of dangerous synthetic drugs, and the chronic scourge of methamphetamine, cocaine, heroin, and fentanyl nationwide make it critically important to maintain an aggressive enforcement stance against narcotics. The State of Alaska as a whole continues to see the development of some alarming drug trends. In 2020 the Statewide Drug Enforcement Unit (SDEU) reported over 21,854 grams of heroin seizures, over 3,465 grams of cocaine seizures and over 29,969 grams of methamphetamine seizures. Fentanyl abuse is also on the rise, with over 7,922 grams seized in 2021.

NPPD, through calls and service requests made by the Fairbanks Police Department (FPD) and the Alaska State Troopers (AST), serves not only the City proper but the area surrounding North Pole. This area has a population in excess of 27,000 living within a 10-mile radius. These calls for service are a significant drain on patrol resources and have a significant impact on the quality of investigations and apprehension of suspects. The North Pole area, to include the City of North Pole, has already begun to see a population explosion due to the assignment of an F-35 fighter jet squadron to EAFB with military personnel, support staff, and families flooding into the area. A substantial portion of this population is expected to settle in and around the city. NPPD expects the drug and crime rates to continue to increase with the current influx

of people.

To help address the needs of the community at large, the City of North Pole authorized the creation of a full-time position with the multi-jurisdictional drug unit in 2008 and has dedicated a Detective to this assignment every year since then. NPPD intends to continue this position indefinitely. NPPD's participation with the FANT has proven highly successful every year. In order to help facilitate this additional position, NPPD is requesting support from the State of Alaska Department of Public Safety pass through JAG sub-grant from Edward Byrne Memorial Justice Assistance Grant (JAG) Program to help fund a portion of the salary and benefits for FY 2024. The continuation of this position greatly enhances the City's ability to meet local law enforcement needs that will impact the criminal elements that impact our area and every community in the State of Alaska.

The goal of this position is to facilitate joint law enforcement and prosecution efforts involving multiple criminal justice agencies across several jurisdictions. These agencies share the common goal of addressing drug enforcement and violent crime problems in and around North Pole, Fairbanks, and other interior Alaskan communities. NPPD wishes to enhance its abilities by fostering better communications, intelligence sharing, and coordinate activities with all Federal, State, and local law enforcement agencies in the State.

NPPD has demonstrated the ability to competently manage an annual budget in excess of \$2.2 million and has managed COPS, Homeland Security, Alaska Highway Safety, and JAG grants in the past. NPPD is equipped to handle local, state, and federal grants through an internal record keeping system that is filed within the Department and simultaneously in the City Accountant's Office. Negotiations, awards, contracts, program/progress records/reports, procurements, invoicing, payments, time sheets, and other fiduciary aspects of grant management are in this system.

The City implements internal controls to ensure compliance with applicable laws and regulations related to all its grant-funded programs. The City recognizes grant revenues when qualifying expenditures are incurred. All of

this helps the city meet the requirements of grant agreements and corresponding federal and state laws. The City's accounting system records all costs associated with each of its grants in separate, self-balancing accounts. The accounting records are used as a basis for completing required grant reports. Before posting any results, grant costs are reviewed for reasonableness, allowability, and allocability to each grant project. Grant project accounts are broken into sub-accounts by program element and cost objective. Appropriate documentation is maintained for personnel costs, fringe benefits, travel, purchases of professional services/consultants, materials, supplies and equipment, and other costs. The accounting records are subject to annual independent financial statement and single audit.

The City also has formal procurement procedures to assure that professional services, consultants, equipment, materials, and supplies are obtained on a competitive basis and has procedures to assure that the types of contracts unacceptable to the federal government are not utilized. Quotations are reviewed to assure that the proposed price is reasonable to the contractor, the recipient, and the party providing the funding.

c. Project Activities

NPPD's goals and objectives for this project are to continue to participate in the FANT program by securing funds to augment our budget in FY 2024-25. NPPD's participation in street level drug enforcement and the multijurisdictional task force program will concentrate on enforcement and prosecution of illegal drug and alcohol crimes, particularly drug and alcohol trafficking. NPPD met this goal in FY 2023 by maintaining its participation efforts in FANT. Continued support of the program currently in place has proven highly beneficial and serves to coordinate NPPD's law enforcement efforts with AST, FPD, University Police, Airport Police, Fort Wainwright Police, EAFB Security Forces, and Federal agencies in a multijurisdictional effort to curb drug, alcohol, and related crimes on a regional and local basis. The objectives have been met each year. NPPD's current and past FANT

Detectives have enhanced cross-jurisdictional information sharing by supplying Division of Administrative Services, Grants Office

NPPD's Officers with vital information related to current North Pole cases. FANT detectives have been a vital link in closing the gap between agencies that has existed for years. NPPD's FANT Detective has been instrumental in facilitating collaboration and increased communication on drug related cases; these cases have also frequently proven to be related to other serious crimes within the City of North Pole.

d. Performance Measure/Evaluation

Goal #1: Participate in the FANT program and assist with intelligence gathering, undercover operations, case work and arrests.

Objective:

1. Reaffirm the appointment of NPPD's Detective to the FANT position and allocate necessary budget monies to fund the position remaining costs for the fiscal year.

Performance Measures:

- 1. Reaffirm the appointment of one NPPD Detective to FANT.
- 2. Approval of funds in the FY 2025 budget to offset actual costs.

During the past year, NPPD used the Byrne funds to pay personnel and fringe

benefit costs for its FANT Detective. The FANT Detective assisted with intelligence

gathering and undercover operations, resulting in an increased case load and number

of violator arrests. In previous years, NPPD's FANT Detective was instrumental in

bolstering ephedrine monitoring, as it is commonly used in the production of

methamphetamine.

Goal #2: Facilitate and improve information sharing between Federal, State, and local law enforcement agencies.

Objectives:

1. Maintain current strategies to increase information sharing abilities between Federal, State, and local law enforcement to decrease criminal activity involving drugs and alcohol. 2. Maintain strong, permanent partnerships with Federal, State, and local law enforcement.

Performance Measures:

- 1. Maintain Memorandums of Agreement (MOAs) with various law enforcement agencies.
- 2. FANT Detective facilitates training and education of all NPPD personnel. Training will be focused on increasing the quality of collection and data entry abilities of patrol Officers and Detectives.
- 3. Data sharing between groups will be evaluated for efficiency.

NPPD has maintained the Memorandums of Agreement with all participating agencies. Improving information sharing is an ongoing process. NPPD has continued to seek ways to improve this process and allow Patrol Officers access to FANT drug information. The NPPD FANT Detective conducted numerous briefings with various shifts of NPPD Patrol personnel, discussing what clues to look for during traffic contacts, who the local drug pushers and users were, and better ways to improve data entry procedures for police contacts.

Goal #3: Maintain or increase the number of arrests and successful prosecution of violations of State alcohol and drug laws.

Objectives:

- 1. Facilitate the exposure of underground, illicit drug, and alcohol culture within the Interior of Alaska.
- 2. Reduce illegal alcohol and/or drug use within the North Pole and Fairbanks area.

Performance Measure:

1. Increase or maintain the number of arrests of illegal alcohol or drug use, possession, distribution, and or importation.

NPPD's FANT Detective has had regular exposure to underground illicit drug use through intelligence sharing with other agencies, partnering with agencies to conduct traffic stops on drug buyers trafficking at known drug houses, and targeting known distributors. These activities have resulted in the seizure of guns, drugs, and money.

Deliverables

- Reaffirm the appointment of NPPD's full time Detective to FANT.
- Plan routine communications from NPPD FANT Detective to NPPD Officers.
- Enforce the current policy and procedures for patrol officers to be required to forward all drug related case information to FANT to help facilitate information sharing, specifically targeting information provided into Alaska Law Enforcement Information Sharing System.

Evaluation

Evaluation for effectiveness is an ongoing process. The NPPD Lieutenant will review shift logs, reports, statistical compilations from the Records Division, and comments from NPPD meetings. His regular meetings with the FANT Detective will contribute to an ongoing evaluation process.

NPPD's evaluation process includes review of statistical information regarding arrests and incidents (RMS and or APSIN) and a review of the reports from the State of Alaska District Attorney's Office regarding successful prosecutions. NPPD will engage in routine review of available statistics to chart progress toward stated objectives.

The Lieutenant will monitor each performance indicator as detailed in the Evaluation and Performance Measures. All activities will be monitored on a regular basis. Evaluation of the project will also occur through the AST FANT Sergeant's progress reports (reports prepared for the Chief, the FANT detective, and the City Accountant).

Time sheets, arrests and any problems will be noted and reported to DPS or other designated persons. The City Accountant will ensure all monetary records are correct and all funds and expenses are accounted for.

PROJECT REVIEW

This form is to be completed only by agencies that were awarded FFY22 JAG grants for the previous years from the Alaska Department of Public Safety.

APPLICANT AGENCY NAME: City of North Pole

PROGRAM: FFY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PROJECT SUMMARY: Please provide an overview of your accomplishments under the FFY22 JAG award.

The North Pole Police Department has provided one fulltime Detective to work in the Fairbanks Area Narcotics Team which is crucial to the multijurisdictional team stationed in the interior of Alaska. The FANT works to interdict illicit drugs and alcohol and helps curb organized drug racketeering and assists with decreasing the overall drug use in the interior through active drug interdiction.

Throughout 2022 and 2023, the North Pole Police Department remained committed to working with our Federal, State, and local partners to help combat criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol. The goal of this project was to decrease the harm that illicit drugs and alcohol cause to the residents of Alaska.

Over the past year, the NPPD FANT Detective has worked multiple major drug seizures, served multiple search and arrest warrants, and conducted investigations that led to the prosecution of significant drug dealers and users. Our Detective further supported the efforts of every police agency in the interior, including Federal partners, and fostered solid relationships and information sharing amongst all the different agencies in the interior.

Alaska Department of Public Safety Division of Administrative Services, Grants Office PERSONNEL BUDGET DETAIL

PERSONNEL - List each position by title and name of employee if available. Show the monthly salary amount, number of months, and percentage of time to be devoted to the project. Compensataion paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

POSITION TITLE/NAME		ONTHLY MOUNT	QTY	% TIME	TOTAL	
FANT Detective / Benjamin Wages (regular wages)	\$	9,558 12	12	100%	\$	114,696
FANT Detective / Benjamin Wages (overtime wages)	\$	345	12	100%	\$	4,136
					\$	2
	1.1				\$	-
					\$	÷
					\$	-
				SUBTOTAL	\$	118,832.00

FRINGE BENEFITS - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

POSITION TITLE/NAME	MONTHLY AMOUNT		QTY	% TIME	TOTAL	
Detective Wages (PERS)	\$	1,859	12	100%	\$	25,233
Detective Wages (Medicare)	\$	139	12	100%	\$	1,663
Detective Wages (Health Insurance)	\$	1,733	12	100%	\$	20,800
Detective Wages (Workers Comp)	\$	506	12	100%	\$	6,067
					\$	
				OUDTOTAL		52 760 AA

SUBTOTAL \$ 53,768.00

TOTAL \$ 168,459.00

Budget

Itemized Budget Detail

The following Budget Detail is based on actual cost and overtime estimates for FY2024. All figures are based on full time devotion of one Detective to the FANT position. All figures are rounded to the nearest whole dollar.

Personnel- Lists the projected costs for FANT Detective Wages' salary range and projected overtime costs for FY 2024.

Regular salary costs are projected to be \$114,696.00. This cost is based on the hourly rate of \$55.14 multiplied by the 2080 total hours worked each year. (\$9,558.00 multiplied by 12 months equals approximately \$114,696.00 in salary per calendar year rounded to the nearest whole dollar. These expenses include vacation accrual, which will be billed at the time it is used as a salary expense.

Overtime costs are projected to be \$4,136.00. This cost is based on 50 projected hours of overtime. FY 2024 hourly overtime rate for FANT Detective Wages' is \$82.71. (\$55.14 regular hourly wage x 1.5 =\$82.71 per hour) Total projected overtime cost equals \$4,136.00 (\$82.71 x 50 hours = \$4,136.00).

The total cost estimate for salary and overtime is \$118,832.00, as shown on the following table:

Salary Costs:	\$114,696.00
Overtime Costs:	\$4,136.00
Total	\$118,832.00

Fringe Benefits- Lists the projected costs for benefits outside of regular salary and overtime. This includes retirement costs, taxes, health insurance, and worker's compensation. Retirement costs are projected based on the standard Public Employees Retirement System (PERS) rate of 22%. Based on projected annual earnings, the retirement costs are

Budget

projected to be \$25,233.00 (\$114,696.00 x 22% = \$25,233.12, rounded down to \$25,233.00).

Medicare costs are projected based on the standard rate of 1.45% of gross earnings. Medicare costs are projected to be \$6,834.00. (\$114,696.00 x 1.45% = \$1,663.09, rounded down to \$1,663.00).

Health insurance costs are based on established costs for the City of North Pole

employee health insurance plan for an employee and/or family plan. These costs are set at

\$800.00 per 2-week pay period. The projected health insurance costs are projected to be

20,800.00 (26 pay periods x 800.00 = 20,800.00).

Worker's Compensation rate is based on the standard rate of 5.29% of gross earnings. Worker's Compensation costs are projected to be \$6,067.00 (\$114,696.00 x 5.29% = \$6,067.41, rounded down to \$6,067.00).

The total cost of Fringe Benefits is projected to be \$53,763.00 as shown on the

following table:

PERS:	\$25,233.00
Medicare:	\$ 1,663.00
Health Insurance:	\$20,800.00
Worker's Compensation:	\$ 6,067.00
Total	\$53,763.00

The total cost of Personnel and Fringe Benefits combined is estimated to be

\$168,459.00, as shown on the following table:

Personnel Costs:	\$ 114,696.00
Fringe Benefits Costs:	\$ 53,763.00
Total	\$168,459.00

Budget

Budget Summary

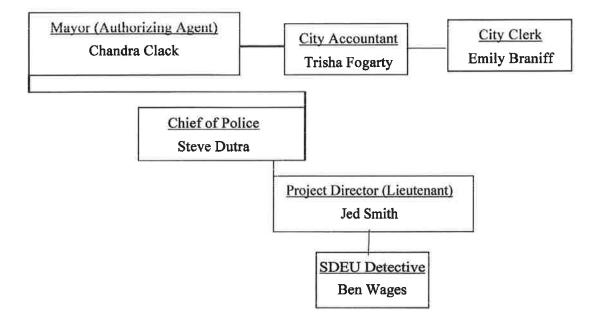
In summary, the wage increases from FY 2023 to FY 2024 is directly related to Detective Wages being a more experienced Police Officer and earning a higher wage than the prior FANT Detective. Additionally, in 2023 NPPD received two wage increases to improve recruitment and retention. The Personnel cost, including overtime, for FANT Detective Wages is projected to be \$114,696.00. The Fringe Benefits cost is projected to be \$53,763.00. The combined total is \$168,459.00. Therefore, the grant amount requested for FY 2023 is \$168,459.00.

Personnel	\$ 114,696.00.
Fringe Benefits	\$ 53,763.00
Total Direct Costs	\$168,459.00.
Total Project Costs	\$168,459.00.
Federal Request	\$168,459.00.
Non-Federal Amount	\$ 0.00

Applicant Agency Description

Applicant Agency Description

.



Applicant Agency Description

Project Personnel

The Authorizing Person for this project will be Mayor Chandra Clack, who has been in office for approximately two months years as the Chief Executive of the City of North Pole.

Steve Dutra is the Chief of Police for the City of North Pole. Chief Dutra has served in his current position since June 2012 and oversees 15 Officers and staff, including a minimum of two major personnel grants per year. Chief Dutra will contribute up to 1 hour per month to the project to include oversight, report reviews, meetings with the North Pole Police Department Lieutenant and Alaska State Trooper SDEU Sergeant, payroll, and budget reviews with the City Accountant.

Lieutenant Jed Smith directly supervises all personnel in the North Pole Police Department. He has been the Project Director for several annual personnel grants. He will serve as the Project Director and will assist the SDEU Detective in coordinating flow of information between the SDEU Detective and other appropriate personnel. Lieutenant Smith will contribute approximately 15 hours per quarter to assist with the success of the project.

The SDEU Detective will be Benjamin Wages, who has served in this role for approximately 2 years. Detective Wages will contribute 100% of his time to the project, as he is the only full-time staff associated with the funding.

The City Accountant is Tricia Fogarty, who will oversee audit and financing for the project; these tasks will include payroll, fringe benefits calculations, and audits.

Emily Braniff is the City Clerk; she may contribute some time to the success of the project, but this is limited to Human Resource and other related matters.

INFORMATION REGARDING COMMUNICATION WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS) AND/OR IMIGRATION AND CUSTOMERS ENFORCEMENT (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

1) Does your jurisdiction have any laws, policies, or practices related to whether, when or how employees may communicate with DHS or ICE? Select: YES or NO

2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in questions 1? Select: YES or NO

3) If yes to either, please provide the following:

- Copy of each law or policy;
- Describe each practice; and,
- Explain how the law, policy, or practice complies with section 1373

DISLCOSURE OF PENDING APPLICATIONS

Each applicant is required to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover identical cost items outlined in the budget submitted to the Department of Public Safety (DPS) as part of the application under this solicitation. The applicant is required to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward (subgrant) federal funds).

DPS seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to complete page 2 of this attachment.

Any applicant that does not have any pending applications as described above, must certify by signing below:

I certify that, the City of North Pole

does not have any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to DPS and that would cover identical cost items outlined in the budget submitted as part of this application.

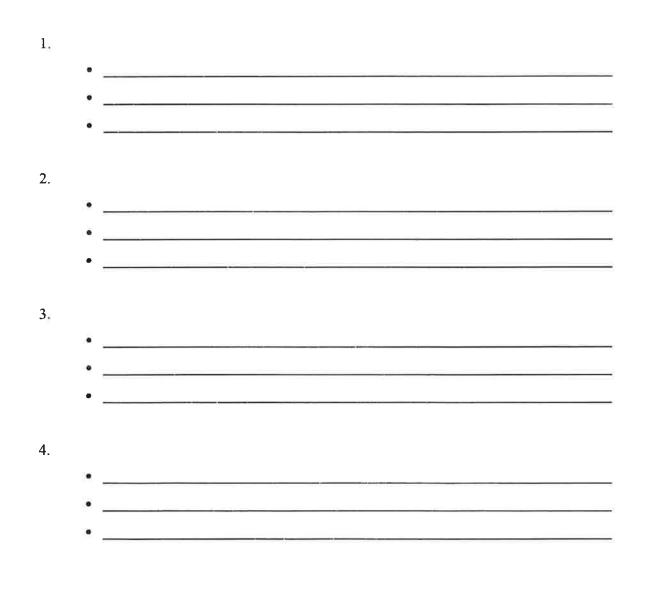
APPLICANT SIGNATURE

7/12/2024

DATE.

Each applicant that has one or more pending applications as described is to provide the following information about each pending application submitted within the last 12 months:

- The federal or state funding agency.
- The solicitation name/project name.
- The point of contact information at the applicable federal or state funding agency.





U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

FFY23 JAG Local Subaward Application

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. \$\$ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at <u>Oipcompliancereporting@usdoj.gov</u>; for OVW Applicants, to OVW at <u>OVW.GFMD@usdoj.gov</u>; or for COPS Applicants, to COPS at <u>AskCOPSRC@usdoj.gov</u>), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at <u>Oipcompliancereporting@usdoj.gov;</u> for OVW Applicants, to OVW at <u>OVW.GFMD@usdoj.gov;</u> or for COPS Applicants, to COPS at <u>AskCOPSRC@usdoj.gov</u>).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by-

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

STATE OF ALASKA Department of Public Safety Division of Administrative Services Grant Administration Office

Certifications

I, (name) <u>Chandra aLACK</u>, certify that I am authorized to enter into a subaward agreement for my organization and that I have read and agree to the U.S. Department of Justice Certified Standard Assurances and the U.S. Department of Justice Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements as part of the FFY23 JAG subaward application to State of Alaska Department of Public Safety.

Title: Mayor Signature: Chandha Jack

Date: 7/12/2024



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; LAW ENFORCEMENT AND COMMUNITY POLICING

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(C) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b)Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(C) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d)Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e)Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements

of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingE0.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in

the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

State of Alaska, Department of Public Safety Division of Administrative Services Grants Administration Office

GRANT AWARD

	GRANTEE			DEPARTMENT	
NAME:	City of North Pole			Department of Public	Safety
ADDRESS:	125 Snowman Lan	e	ADDRESS:	5700 E. Tudor Road	
	North Pole, AK 997	'05		Anchorage, AK 99502	2
	Steve Dutra			Anthony Davis	
	Chief of Police 907-488-6092			Grant Administrator 907-269-5082	
	sdutra@northpole	police org		anthony.davis@alask	
	souria@nortripole	AWARD INFO		anthony.uavis@alask	a.gov
	EV/22 Educad Duca			O) D-+	
	-		e Assistance Grant (JA	, .	16.738
	15PBJA-23-GG-02		- A i - A	Assistance Listing:	10.730
GRAN FOR AGENCY:	Department of Just	SUBAWARD IN			
ODO ISOT NAME				25 22 14 0 02	
	Statewide Multi-Jurisd \$168,459.00	ICTIONAL LASK FORCE P			
SUBAWARD AMOUNT:					
PROJECT START:	10/1/2024 10/01/24 to 9/30/25	_		WFLFBAZG5SN9	
	10/01/24 to 9/30/25				
BUDGET PERIOD:					
			MANU BUDGEI		
		Law Enforcement	MATOU	DRO IFOT	
	COST CATEGORY	FEDERAL SHARE	MATCH	PROJECT TOTAL	
	Personnel/Salary	114,696.00	Shake	114,696.00	
	Fringe Benefits				
		53,763.00	· · ·	53,763.00	
	PS Total	168,459.00) <u>•</u> (168,459.00	
	Travel	/ 4	-	*	
	Services	÷	5 = 5	~	
	Commodities	2 22			
	Equipment	21	2. • • •		
	TOTAL	\$ 168,459.00	\$	\$ 168,459.00	
		AWARD AG	REEMENT		
The Alaska Department called the "Grantee," ag		ereinafter called the		e <u>City of North Pole</u> ,	hereinafter
I. The work to be perfor September 30th, 2024		eement shall <u>begin</u>	on October 1, 2024 a	and completed no lat	er than
II. This Grant Award con Application; Departme					roved
III. By signing this aware Justice Assistance Gr		ots all terms and co	onditions of the grant a	greement in accordan	ce with the
GRANTEE AUTHORIZATION		DEPART	MENT AUTHORIZATI	ON	
NAME/TITLE:			NAME/TITLE:		
SIGNATURE:			SIGNATURE:		
DATE:			DATE:		

GRANT AGREEMENT

ARTICLE I - GOVERNING LAW

Statutory Authority: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program statue is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Public Law No. 90-351 (34 U.S.C.10101-10726), including subpart 1 of part E (34 U.S.C. 10151-10158 and 28 U.S.C. 530C(a).

ARTICLE II – DEFINITIONS

Grantor: Federal awarding agency

Department: Alaska Department of Public Safety. Also known as the pass-through entity.

- Grantee: entity receiving the subaward; also known as subgrantee, subawardee, subrecipient.
- State administering agency (SAA): Many OJP formula grants are awarded directly to state governments, which then set priorities and allocate funds within that state. DPS is the SAA for many federal Department of Justice grants.

ARTICLE III - SCOPE OF WORK

- A. The Grantee agrees that it will fully implement the Project Description submitted with the application and considered a part of this Grant Agreement.
- B. The Grantee agrees to make no change in the project described in the final approved application without first submitting a written request to the Department and obtaining the Department's written approval of the requested change.
- C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described in the Project Description.

ARTICLE IV – PROJECT PERIOD

- A. The term of this Grant Agreement shall be for the period of time described on the Grant Award page. The Grant Agreement shall become effective when it is signed by an authorized signer of both the grantee and the Department.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in the Grant Award, the Grantee shall notify the Department in writing within 7 business days. The notice shall contain a description of the unusual circumstances causing the project to be incomplete.

ARTICLE V – PROGRESS REPORTS

In order that the Department may adequately determine the progress of the Grant Project, the Grantee shall make Progress Reports to the Department per the schedule below. The Reports shall be on the form provided by the Department and contain the following:

 Progress report: A description of the work accomplished to date, the methods and procedures used, and the impact of the project. Progress reports shall be submitted to the Department no later than fifteen days following the end of each report period. Final reports are due no later than 60 days following the end of each report period. Reports are to be submitted through the Office of Justice Programs Performance Measurement Platform at https://ojpsso.ojp.gov/.

Quarter	Report Deadline	
October 1-December 31	January 15	
January 1-March 31	April 15	
April 1-June 30	July 15	
July 1-September 30	October 15	

- 2. **Other information** specified by the Department or as may be of assistance to the Department in its evaluation, such as Project Equipment Reports.
- 3. **Changes in Key Personnel:** The Grantee shall report any changes to key personnel to the Department within 30 days of the change.

ARTICLE VI - FINANCIAL CONSIDERATION

- A. The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities shall result in the termination of the grant and relinquishment of right to any remaining balance of funds. It shall also result in the Grantee being required to return to the State any funds spent on items determined to be not allowed.
- B. **Reimbursement Requests**: The Grantee shall submit a request for reimbursement no later than 15 calendar days after the end of a quarter. Reimbursement requests shall be submitted quarterly unless a different schedule has been approved by the department. A Final Request for Reimbursement must be submitted no later than 60 calendar days following the end of the subaward period of performance.

Reimbursement Requests must be:

- 1. For expenses incurred within the period covered by the grant agreement;
- 2. For expenses incurred and paid by the Grantee within the project period specified on the Grant Award;
- 3. Submitted in a format provided or approved by the Department, and must be provided by a responsible signatory of the Grantee;
- 4. Based upon the Grantee's accounting system; a financial report generated from the accounting system must be attached to the request for reimbursement.
- 5. Supported by appropriate source documentation including, but not limited to: vendor billings, time sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures. Department staff may request copies of source documentation prior to or after payment for any Reimbursement Requests.
- C. The Grantee must use direct charging on timesheets for all time spent on grant related activity or must use a methodology for the allocation of personal services costs approved by the Department. The Grantee must use a cost allocation methodology approved by the Department for any other shared costs charged to the grant and must

provide the Department with appropriate documentation supporting the methodology used. The Grantee shall contact the Department for additional guidance or technical assistance.

- D. No advance payments are authorized under this Agreement, unless approved by the Department.
- E. <u>No overtime payments are authorized under this Agreement, unless approved</u> by the Department.

ARTICLE VII - BUDGET

A. The Department is not liable for Grantee-incurred costs or services that exceed the approved subaward budget. The Department will not honor requests for payments in excess of the original grant award. It is the responsibility of the Grantee to secure a properly executed grant budget revision to the grant agreement when circumstances require changes to the budget. The Grantee will in no case exceed in expenditure or in commitment the total dollar amount agreed upon in the grant agreement. The Grantee is responsible for all over-expenditures and for any disallowed costs that it may incur.

ARTICLE VIII - FINANCIAL MANAGEMENT SYSTEM

- A. The Grantee and any sub-recipient shall adhere to generally accepted accounting principles. The Grantee's financial management system shall
 - 1. Provide accurate, current, and complete accounting of financial activities under this grant;

2. Adequately identify the source and application of funds for cost reimbursable activities;

3. Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;

4. Maintain separate financial records for the accounting of funds related to this grant agreement;

5. Maintain systematic methods for timely and appropriate resolution of audit findings or recommendations;

6.Retain source documentation that adequately identifies the nature and use of grant funds; and,

7.Allow for comparison of actual and budgeted amounts.

B. The Grantee shall comply with all Federal, State, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing W-2 forms to employees.

ARTICLE IX - AUDIT REQUIREMENTS

A. An Audit of the Grantee operations may be required by the President's Office of Management and Budget Circular A-133, *Audits of States, Local Governments and*

Form updated (September 2024)

Non-Profit Organizations, or the State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090.

B. A Single Audit is required when an organization meets the parameters under the *State of Alaska Single Audit Regulations* at 2 AAC 45.010 – 45.090.

ARTICLE X - TERMINATION AND MODIFICATION

- A. The grant agreement may be terminated as described in 2 C.F.R. 200.340.
- B. Any change to the terms and conditions of this grant agreement must be made through a written amendment. Amendments do not take effect until signed by both parties.

ARTICLE XI - CONDITIONS OF AWARD AND ACCEPTANCE

- A. <u>Acceptance within 45 days.</u> Within 45 days from the issuance date of these documents to the Grantee, if the Grantee does not confirm acceptance that it will utilize the grant by signing and returning the award agreement to the Department, obligation to set aside these federal funds for use by the Grantee shall be terminated without further cause.
- B. <u>Commencement within 60 days.</u> If a project is not operational within 60 days of the signing date, the Grantee must report, by letter, to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date, unless there is prior written approval for the delay
- C. <u>Operational within 90 days.</u> If a project is not operational within 90 days of the signing date, the Grantee must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department may cancel the project and request Grantor Agency approval to distribute the funds to other project areas.

ARTICLE XII - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with State and Federal regulations, policies, guidelines, and requirements with respect to the acceptance and use of funds for this program. Also, the Grantee hereby assures and certifies with respect to this Grant that:

- A. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (OJP) Grants Financial Guide, available online at the U.S. Department of Justice's Office of Justice Programs website. As of 10/12/2023, this link is accurate: https://www.ojp.gov/funding/financialguidedoj/overview.
- B. Funds made available under this Grant will not be used to supplant state or local funds. Funds must be used to *supplement* existing state or local funds for program activities and may not *replace* state or local funds that have been appropriated or allocated for the same purpose.

- C. The Grantee will submit all project-related contracts, subcontracts, agreements, and subsequent amendments to the Department for review and approval prior to execution.
- D. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- E. The Grantee certifies that the programs contained in its application and Project Description meet all the requirements of the 1988 Anti-Drug Abuse Act, that all information is correct, that the applicant will comply with all provisions of the Act and all other applicable Federal and State laws, regulations, and guidelines.
- F. The recipient (and any subrecipient at any tier) must-

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with tht provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

- G. The Grantee will, if required, formulate an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR 42.301, et. seq., and submit their EEOP or EEOP Short Form directly to the Office for Civil Rights within 60 days of the date of this agreement. If the Grantee is claiming a full or partial exemption from the EEOP requirement, the Grantee must submit an EEOP Certification Form to the Office for Civil Rights.
- H. The Grantee agrees to the following: to forward to the Alaska Department of Public Safety for submission to the Department for Civil Rights, Office of Justice Programs,

U.S. Department of Justice any finding of discrimination against the Grantee by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex and to provide meaningful access to their programs and activities to individuals who are Limited English Proficient.

- I. The Grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. 10101-10741); the Victims of Crime Act (34 U.S.C. 20101-20111); the Juvenile Justice and Delinquency Prevention Act of 1974 (34 U.S.C. 11101-11322); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Department of Justice regulations on the Equal Treatment for Faith-Based Organizations (28 CFR part 38).
- J. The Grantee assures that in accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in Article XI above.

ARTICLE XIII - PROPERTY AND EQUIPMENT

A. Management

A State should ensure equipment acquired under a Federal award to the State is managed in accordance with State laws and procedures for property.

Recipients and subrecipients other than States must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum, meet the following requirements:

- 1. **Property records.** Property records must be maintained to include all of the following information:
 - Description of the property
 - o Serial number or other identification number
 - \circ Source of the property, including the federal award identification number
 - o Identification of the title holder
 - o Acquisition date
 - Cost of the property
 - Percentage of Federal participation in the cost of the property
 - Location of the property
 - Use and condition of the property
 - o Disposition data, including the date of disposal and sale price
- 2. *Inventory.* A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.
- 3. *Maintenance procedures.* Adequate maintenance procedures must be established and used to keep the property in good condition.

- 4. **Control system.** A control system must be in place with adequate safeguards to prevent loss, damage, and theft.
 - Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. <u>2 C.F.R. § 200.313 (d)(3)</u>.
 - Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by the award. <u>2.C.F.R. § 200.310</u>.
 - Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- 5. **Proper sales procedures.** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return
- A. Disposition

A *State* recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

Recipients and subrecipients other than States must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

- 1. If the item to be disposed of has a current per-unit fair market value of \$5,000 or less, the item may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
- 2. If the item has a current per-unit fair market value of more than \$5,000, the item may be retained or sold, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of \$500 or 10% of the proceeds, whichever is less.
- 3. In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct other disposition actions.

ARTICLE XIV - PROJECT RECORD MAINTENANCE, RETENTION, AND ACCESS

- A. The Grantee shall maintain Grant records that disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the project.
- B. The following shall have access to any records of the Grantee necessary to perform audits or examinations or to create excerpts or transcripts:
 - 1. The U.S. Department of Justice;

- 2. The Comptroller General of the United States;
- 3. The Department, its agents, or assigns or successors in function; and
- 4. Duly authorized representatives of any of the above.

ARTICLE XV - MONITORING AND EVALUATION

- A. Monitoring shall be accomplished by the Department at times deemed reasonable and proper by the Department. The Department shall make every effort not to disturb or disrupt any program or activity beyond that necessary to secure relevant data and make a reasonable assessment of the Grantee's performance.
- B. Monitoring by the Department may be performed on a continuing basis throughout the grant period and may involve electronic contact, written communication, analysis of submitted reports, and on-site visits.
- C. It shall be the purpose of monitoring by the Department to reinforce, improve, and augment the Grantee's capacity to administer this grant by identifying potential problem areas and recommending corrective action to prevent deficiencies.
- D. At the conclusion of a formal site review or electronic monitor, the Department shall provide a Monitoring Report in writing to the Grantee which outlines review findings and identifies any required corrective action and the date by which the corrective action must be completed.
- E. When the Department has confirmed that the appropriate corrective action has been taken, a letter shall be sent to the Grantee stating that the finding(s) has been closed.

ARTICLE XVI - PUBLICATION OF PROJECT ACTIVITIES AND RESULTS

When publicizing project activities and results, the Grantee shall include the following statements:

- A. "The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Public Safety or the Department of Justice."
- B. "This project was supported by a grant awarded by the Alaska Department of Public Safety, through funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance"

ARTICLE XVII - WRITTEN DESCRIPTIONS OF PROGRAMS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal funds, the Grantee shall clearly state the following:

- A. The percentage of the total cost of the program or project which is or will be financed with Federal money; and
- B. The dollar amount of Federal funds for the project or program.

However, if disclosing this information would in any way imperil the project, the Grantee is exempt from this requirement.

ARTICLE XVIII - SPECIAL TERMS, CONDITIONS, AND WAIVERS

- A. Any funds not properly obligated by the end of the Grant Award as specified in Section II of the Grant Award page will lapse and revert to the Department.
- B. If the Grantee is a Native Village, Native tribe or another Native tribal entity, the Grantee hereby irrevocably waives any sovereign immunity that it may possess, and consents to suit against itself and its officers, employees and agents, in the courts of the State of Alaska or any other state or federal court of competent jurisdiction, as to all claims or causes of action by the State of Alaska, or the United States or any other person arising out of or in connection with this grant award.

ORDINANCE 2024-09 AN ORDINANCE OF THE NORTH POLE CITY COUNCIL **ESTABLISHING THE 2025 OPERATING AND CAPITAL BUDGET AND** LEVYING THE MILL RATE WHEREAS, pursuant to City of North Pole Home Rule Charter Section VI the Mayor has proposed an operating budget with anticipated income and expenditures of the City during the next fiscal year; and WHEREAS, pursuant to Title 4 Revenue and Finance Chapter 25 the Mayor has proposed capital and vehicle fleet- reserve fund budgets for the City and City Utility that are contingent upon council approval of the ordinance reinstating the funding mechanism: and WHEREAS, The City of North Pole operates a water and sewer utility through an enterprise fund and thus the Mayor has proposed an operating and capital budget for the Utility with anticipated income and expenditures of the City during the next fiscal year; and WHEREAS, The City of North Pole has established budgets for the City Debt Service, Non-Major and Community Funds that are outside of the general operating, capital and vehicle fleetreserve budgets; and **WHEREAS**, The Budget is a living document that needs to be adjusted as needed to reflect actual conditions; and, WHEREAS, The 2025 Budget reflects a 3.5 mill rate; and WHEREAS, The 2025 Budget reflects sales tax rate of 5.5 percent; and

- 22 WHEREAS, The 2025 Budget has no increases to the sales tax or the mill rate.
- 23 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:
- Section 1. This ordinance is of a special nature and shall not be included in the North Pole Codeof Ordinances.

CITY OF NORTH POLE

- 26 Section 2. There is hereby appropriated to the 2025 General Fund Operating Budget (Fund 1)
- 27 from the following sources of revenue for the City of North Pole in the amount indicated to the
- 28 departments named for the purpose of conducting the business of said departments of the City of
- North Pole, Alaska, for the fiscal year commencing January 1, 2025, and ending December 31,
- 30 2025
- 31

1 2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

Revenue Source	Mayor	Council
	Recommended	Appropriation
Taxes: Property	1,300,000	1,300,000
Taxes: General Sales	5,405,000	5,405,000
Taxes: Alcohol	330,000	330,000
Taxes: Online	600,000	600,000
Taxes: Tobacco	100,000	100,000
Taxes: State collected Shared Taxes	15,000	15,000
Licenses and Permits	34,000	34,000
Fees & Services	1,108,800	1,108,800
Fines & Penalties	140,000	140,000
Intergovernmental Revenue	202,000	202,000
Other: Miscellaneous	341,000	341,000
Transfers in From Fund Balance (FB)	0	0
Transfer In (from other funds)	7,500	7,500
Total	9,583,300	9,583,300

32

33 Section 3. There is hereby appropriated to the 2025 General Fund Operating Budget (Fund 1)

34 expenditures for the City of North Pole in the amount indicated.

35

Department Expenditures	Mayor Recommended	Council Appropriated
Administration	973,755	973,755
Clerk & HR	376,685	376,685
Police Department	3,339,610	3,339,610
Fire Department	3,592,250	3,592,250
Public Works	1,301,000	1,301,000
Total	9,583,300	9,583,300

36

37 Section 4. There is hereby appropriated to the 2025 Major Enterprise Operating, Capital and

38 Fleet Budget from the following sources of revenue for the City of North Pole Utilities in the

39 amount indicated to the departments named for the purpose of conducting the business of said

40 Utility Departments of the City of North Pole, Alaska, for the fiscal year commencing January 1,

41 2025 and ending December 31, 2025. A Major Enterprise Fund is used to account for

42 operations that are financed and operated in a manner similar to a private business enterprise.

			MayorsCouncilRecommendationsAppropriations		
Fund #	Description	Revenue	Expenditures	Revenues	Expenditures
25	Utility Fund Fleet	0	0	0	0
41	Utility Fund Water	1,658,700	1,658,700	1,658,700	1,658,700
42	Utility Fund Sewer	1,028,800	1,028,800	1,028,800	1,028,800
43	Utility Capital Projects	29,740	29,740	29,740	29,740
51	Water Fund Reserves	343,000	343,000	343,000	343,000
52	Sewer Fund Reserves	174,800	174,800	174,800	174,800
Total		3,235,040	3,235,040	3,235,040	3,235,040

44

- 45 Section 5. There is hereby appropriated to the 2025 North Pole City Budget revenue and
- 46 expenditures for the following Capital and Vehicle Replacement-Reserve Funds in the amount
- 47 indicated. The following Funds are committed by Ordinance and can only be used for the
- 48 specific purpose as defined by City Code.
- 49

		MayorsCouncilRecommendationsAppropriations			
Fund #	Description	Revenue	Expenditures	Revenues	Expenditures
20	Capital Projects Reserves	213,355	213,355	213,355	213,355
21	Admin Fleet Fund	0	0	0	0
22	Fire Fleet Fund	280,000	280,000	280,000	280,000
23	Police Fleet Fund	152,000	152,000	152,000	152,000
24	Public Works Fleet Fund	30,000	30,000	30,000	30,000
Total		675,355	675,355	675,355	675,355

50

- 51 Section 6. There is hereby appropriated to the 2025 North Pole City Budget revenue and
- 52 expenditures for the following Non-Major Funds in the amounts indicated. Non-Major Funds
- 53 are established to finance a particular activity and are created from receipts of designated and 54 restricted funds.

55

		Mayors Recommendations			ouncil priations
Fund	Description	Revenue	Expenditures	Revenues	Expenditures
04	Building Department	258,450	258,450	258,450	258,450
10	Litigation Fund	15,000	15,000	15,000	15,000
12	ABADE- Dept of Justice	32,000	32,000	32,000	32,000
13	ABADE – State Forfeitures	6,850	6,850	6,850	6,850
15	Impound Lot	206,000	206,000	206,000	206,000
Total		518,300	518,300	518,300	518,300

56 57

58 Section 7. There is hereby appropriated to the 2025 North Pole City Budget revenue and

59 expenditures for the following Debt Service Fund in the amounts indicated. The Debt Service

60 Fund is used to account for the accumulation of resources for, and the payment of, general

61 obligation bond and special assessment debt principle, interest and related cost for issuance that

62 are not accounted for elsewhere.

63

Fund	Description	Mayor		Co	uncil
		Recommendation		Appro	priations
		Revenue	Expenditures	Revenues	Expenditures
3	Assessment Fund	104,750	104,750	104,750	104,750
Total		104,750	104,750	104,750	104,750

64

65 Section 8. There is hereby appropriated to the 2025 North Pole City Budget revenue and

66 expenditures for the following Community Purpose Funds in the amounts indicated. Community

67 Purpose Funds are established to finance a particular activity or event and are created from

68 receipts of designated funds.

69

			Mayors		ouncil
		Recom	mendations	Appro	priations
Fund	Description	Revenue	Expenditures	Revenues	Expenditures
05	Bed Tax Grant Fund	145,000	145,000	145,000	145,000
08	North Pole Festival Fund	0	0	0	0
Total		145,000	145,000	145,000	145,000

70

71 Section 9. There is hereby appropriated to the 2025 North Pole City Budget revenue and

72 expenditures for the following Grant Funds in the amounts indicated. The Grant Funds are used

to account for the tracking of Grant projects and revenues and expenditures.

74

		Mayors Recommendations		Council Appropriations	
Fund	Description	Revenue	Expenditures	Revenues	Expenditures
30	Administration Grants	0	0	0	0
31	Fire Department Grants	0	0	0	0
32	Police Department Grants	171,500	171,500	171,500	171,500
33	Public Works Grants	10,000	10,000	10,000	10,000
11	Bryne Jag Grant	138,995	138,995	138,995	138,995
Total		320,495	320,495	320,495	320,495

75

77 expenditures per individual account line.

⁷⁶ Section 10. Supplemental: See appendix 2025 A for the budget breakdown of revenues and

Sponsored by: Mayor Larry Terch III Introduced & Advanced: November 4, 2024 Second Reading: November 18, 2024 Final Reading & Adoption: December 2, 2024

80	Section 11. Effective date. This ordina	ance shall become effective January 1, 2025.
81		
82	PASSED AND APPROVED by a duly	y constituted quorum of the North Pole City Council this
83	day of December, 2024.	
84		
85		
86		
87		
88		
89		Mayor LarryTerch III
90		
91	ATTEST:	
92		
93		
94		
95	Emily Braniff, CMC	
96	City Clerk	
		PASSED/FAILED
		Yes:

No: Absent:

Memo

To: North Pole City Council, Mayor Terch From: Chad Heineken, Fire Chief Date: 10/29/2024 Re: Request to approve dispatching contract renewal



Mayor and Council Members,

I am requesting approval from the City Council to renew our current emergency dispatching services contract with the Fairbanks Emergency Communication Center (FECC). The existing agreement, which provides essential dispatching support for our police, fire, and EMS responses, is set to expire on December 31, 2024. This agreement allows for three additional one-year extensions, and both the City of Fairbanks and the City of North Pole wish to exercise one of these extension options.

The renewal term will extend from January 1, 2025, through December 31, 2025, with an annual compensation of \$259,860.00. The costs of this renewal are split between the budgets of the fire and police departments. All other provisions of the original agreement will remain unchanged.

I recommend that the City Council approve this one-year extension to ensure continuity of our dispatching services, which are critical to the safety and well-being of our community.

Please let me know if there are any questions regarding this request.

AGREEMENT FOR EMERGENCY DISPATCHING SERVICES

ADDENDUM EXTENSION

The City of Fairbanks (the City) and City of North Pole (North Pole) are signatories to a one-year Agreement for Emergency Dispatching Services for police, fire and EMS response which expires on December 31, 2024. That agreement provides for three additional one-year extensions, and the parties desire to exercise the extension option.

- I. <u>**PURPOSE**</u>: This addendum serves as a one-year extension to the existing Agreement for Emergency Dispatching Services between the City and North Pole for police, and fire and EMS responses as provided by the Fairbanks Emergency Communications Center (FECC).
- II. **DURATION OF EXTENSION**: The duration of the extension to this agreement will be one year, from January 1, 2025 through December 31, 2025.
- III. <u>COMPENSATION</u>: The compensation will reflect the amount of \$259,860.00.
- IV. All other provisions of the agreement between the City and North Pole remain in effect.

City of North Pole

City of Fairbanks

Larry Terch, Mayor

David Pruhs, Mayor

Attest:

D. Danyielle Snider, City Clerk