



CITY OF NORTH POLE
Regular Meeting June 17, 2019
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, June 17, 2019
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

| | |
|---------------------------------------|----------|
| Doug Isaacson – Mayor Pro Tem | 322-3133 |
| Avery Thompson – Deputy Mayor Pro Tem | 388-5351 |
| Perry Walley – Alt Dep Mayor Pro Tem | 347-0135 |
| DeJohn Cromer | 347-2808 |
| Aino Welch | 488-5834 |
| David Skippis | 750-5106 |

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance to the US Flag**
- 3. Invocation**
- 4. Approval of the Agenda**
- 5. Approval of the Minutes**
 - a. June 03, 2019**
- 6. Communications from the Mayor**
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**

10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

12. New Business

- a. Request to Approve the ALMR FY 20 Membership Agreement.
- b. Request to Approve the Zoll Extended Warranty & Preventive Maintenance Contract.
- c. Request to Approve the Fairbanks North Star Borough and City of North Pole Emergency Medical Services and Ambulance Contract.
- d. Ordinance 19-09, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Public Works Budget to Increase Funding to Hire Additional Part-Time Employees.
- e. Ordinance 19-10, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.
- f. Request for Approval of the City Hall Copier Lease.

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com . Notice of Council Action is available at City Hall and on the City website following the meeting. Council Meetings are aired live via audio streaming from the City's website. Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 03, 2019
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Michael Welch called the regular City Council meeting of Monday, June 03, 2019 to order at 7:00 p.m with the following Council Members in attendance:

Council Members Present: Avery Thompson, Deputy Mayor Pro Tem
Aino Welch
David Skipps

Absent: Doug Isaacson, Mayor Pro Tem
Perry Walley, Alt Dep Mayor Pro Tem
DeJohn Cromer

Also Present: Judy Binkley, City Clerk/HR Manager
William Butler, Director of City Services,
Tricia Fogarty, Chief Financial Officer,
Steve Dutra, Police Chief
Geoff Coon, Fire Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Welch asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by City Council Member Welch.

APPROVAL OF AGENDA

Mr. Thompson *moved to approve the agenda of June 03, 2019.*

Seconded by Mr. Skipps.

Discussion

Mr. Thompson *moved to consent the following items:*

New Business:

- b.** Request for Approval of the City of North Pole Advertising Contract with the Fairbanks Daily Newsminer.
- c.** Request to Approve Two Authorized Signers on Behalf of the City to Create an Interest-Earning Bank Account with Mount McKinley Bank to Hold Advance Payments to the

City in Support of the Moose Creek Water System Expansion Project. Further, Authorize Expenses Thru the City's Central Treasury Account.

Seconded by Mr. Skipps

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF JUNE 03, 2019 AS FOLLOWS:

YES: Skipps, Thompson, Welch, Welch

NO: None

ABSTAIN: None

Mayor Welch declared the MOTION CARRIED

Discussion on the agenda as amended

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA OF JUNE 03, 2019 AS FOLLOWS:

YES: Skipps, Thompson, Welch, Welch

NO: None

ABSTAIN: None

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. Thompson *moved to* approve the Minutes of May 13, 2019.

Seconded by Ms. Welch.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF MAY 13, 2019 AS FOLLOWS:

YES: Skipps, Thompson, Welch, Welch

NO: None

ABSTAIN: None

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR (Audio 3:27)

- May 18 – North Pole Fire Department Open House, 1100-1400.
- May 18 – North Pole Lions “Crusin with Santa,” Hotel North Pole till 1600.
- May 20 – Met with Festival Committee at NPCH 1800-1915. Our 4th of July theme will be “Winter is Coming.”
- May 21 – IGU Meeting at Key Bank to introduce Mr. Mike Miller as the new North Pole appointee.
- May 23 – Visit FNG to pick up documents. Attended the Eielson AFB 2020 Homecoming and Welcoming Committee meeting at FNSB.
- May 23 – Follow up with George Stefan at the FNSB Planning Department over the progress of issuance of new permit to the Pagoda. Also met with Kellan Spillman.
- May 24 – Tiger Team Meeting at FNSB 1020-1221. Short visit with Jomo Stewart of FEDCO concerning projected housing issues for North Pole in 2020.
- The next North Pole 4th of July Festival Committee meets next Monday, June 10, Council Chambers at 1800.
- Proclamation: NPHS May 2019 Student of the Month – Justin Peterson.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra (Audio 9:15)

- Pinning of Sgt. McBroom – Congrats.
- Stats – Larceny a little high but all unrelated calls.
- Vacation next week. I will be available by phone if needed.
- Just received our asset forfeiture check for \$38,685.20.

Fire Department, Chief Coon (Audio 11:17)

- We are currently taking applications for a Captain position. This is an expected vacancy and we hope to have the position filled by the end of July.
- Deputy Chief Heineken is beginning the recruiting process for both live-in and volunteer firefighters.
- Department is sending medics to the moto cross track for races.
- Burn permits are still required, they are available online at www.forestry.alaska.gov/burn
- Training:
 - One member is finishing up with a Fire Service Instructor class.
 - I will be attending a class at the National Fire Academy this month.
- Maintenance Report:
 - The third out ambulance was repaired at a cost of \$2000.00.

- The training annex has two 40-year-old forced air furnaces and one is in need of replacing before winter. We will be getting some quotes and go out to bid to replace one them this year and budget for the other one next year.
- No additional work has been done on the replacement vehicle for the Suburban. We expect to get quotes in July.
- We completed hose testing early and will move on to pump and hydrant testing.

Director of City Services, Bill Butler (Audio 15:40)

Building Department

- No new building permits issued or permit applications submitted.
- IGU regasification project will likely be reduced in scope and smaller than the original planned project due to funding issues.

Public Works

- Summer flower plantings in process.
- Landscape management work will now predominate PW's activities.
- Cody has hired three part-time summer help.
- At the moment all our PW vehicles are working, though Cody is researching the state contract to replace our failing 34 year-old orange pickup truck.
- **Mayor Welch** asked if the three part-time summer hires are adequate. Mr. Butler replied it is not and wanted to discuss the potential of another one for this year. **Mayor Welch** also asked if Mr. Butler was satisfied with the progress going on in City Hall for the heating problem. Mr. Butler replied that it is too soon to make a determination. We will wait and see until winter to make a judgement.

Utility Department

- Sulfolane settlement.
 - Water main installation is ahead of schedule: 100% of Zone 4 water mains are in the ground and Zone 3 water main installation is approaching 90%.
 - Almost 85% of eligible property owners in Zones 1 & 2 have signed up for utility accounts as of May 31.
 - Installation of customer service lines started the week of May 20 and over 20 new customers have been connected to the system.
- Moose Creek Water System Expansion Project.
 - Progressing to the 35% design documents that are due June 10.
 - The USACE has approved the process to release advance funding to the City and has approved the first advanced payment.
 - All parties are anxiously awaiting the release of the Record of Decision (ROD) – the formal approval by EPA and ADEC of the plan to provide water to Moose Creek.
 - Discussions have begun with the USACE for the construction phase cooperative agreement. USAF is looking for a decision from the City by July 15 whether willing to construct the system. Approval from the City will require two affirmative votes from the Council. The USAF needs to know by July 15 so they

have time to repurpose the project funding before September 30, 2019 if the City declines to proceed with the project.

- I am planning to make a presentation to the Council at the June 17 meeting providing information on the Moose Creek Project including financial issues.

Finance, Tricia Fogarty (Audio 24:54)

- We are working on the audit and the auditors have been requesting quite a few more reports and we touched base last week and they have a deadline for the end of the month. I will send emails out to let Council know how to contact Gary once that is arranged so Council can speak to the auditors. Hopefully we will have this on the next agenda. They did a federal single audit this year because of the Senior Center.

Borough Representative

None

City Clerk, Judy Binkley (Audio 27:22)

- I will be out of the office next week as I will be at Professional Development 2 (aka PD 2) for the Northwest Clerks Institute at the University of Puget Sound. I attended PD 1 last year and am looking forward to my continued education this year.
- The 3 local municipal clerks' offices are preparing for the Candidate Open House that will take place Saturday, June 19th at the Borough Assembly chambers. I will let Council know what the times are once we have finalized the event.

ONGOING PROJECTS

None

CITIZEN'S COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 28:50)

- **Frank Turney**, 1434 Lacey Street B, Fairbanks: Spoke to affirming the Alaska statehood act on the 90% oil royalties and asked Council to sponsor a resolution.

OLD BUSINESS

None

Public Comment

None

NEW BUSINESS

REQUEST FOR APPROVAL OF THE RENEWAL OF THE 2019-2020 CITY OF NORTH POLE HEALTHCARE PLAN. (Audio 35:52)

Craig Kestran with RISQ Consulting introduced the renewal.

Public Comment

None

Mr. Thompson *moved to* **approve the Renewal of the 2019-2020 City of North Pole Healthcare Plan as Recommended by Craig Kestran.**

Seconded by Ms. Welch.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE RENEWAL OF THE 2019-2020 CITY OF NORTH POLE HEALTHCARE PLAN AS RECOMMENDED BY CRAIG KESTRAN AS FOLLOWS:

YES: Skipp, Thompson, Welch, Welch

NO: None

ABSTAIN: None

Mayor Welch declared the MOTION CARRIED

COUNCIL COMMENTS

None

Mr. Thompson *moved to* **adjourn the meeting at 7:49 p.m.**

Seconded by Mr. Skipp.

The regular meeting of Monday, June 03, 2019 adjourned at 7:50 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, June 17, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

Judy Binkley

From: Geoff Coon
Sent: Thursday, May 30, 2019 12:08 PM
To: Judy Binkley
Subject: FW: ALMR FY20 Membership Agreement - City of North Pole
Attachments: FY20 City of North Pole.doc

Here is the combined agreement. This agreement went to the attorney and had the recommended changes made. Could we get this on the June 17th agenda as it has to be signed and returned by July.
coon

Sherry,

Our city attorney asked if we could “change the Agency to the City of North Pole and the authorized representative should be the Mayor?”

Thanks

Chief Steve Dutra

North Pole Police Department

125 Snowman Lane

North Pole, Alaska 99705

Business Phone : (907) 488-6902

Business Voice Mail : (907) 488-8469

Business Fax : (907) 488-5299

E-mail : sdutra@northpolepolice.org

Website <http://www.northpolepolice.org>



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From: sherryshafer [<mailto:sherryshafer@5starteam.net>]
Sent: Wednesday, May 29, 2019 8:52 AM
To: Steve Dutra <SDutra@northpolepolice.org>
Subject: ALMR FY20 Membership Agreement - North Pole PD

Good morning,

Sent of behalf of Mr. Del Smith, ALMR Operations Manager:

Please find attached your FY20 membership agreement for review and signature. A valid membership agreement is required for all agencies operating on the ALMR System. The FY20 membership agreement begins effective July 1, 2019.

We require a valid signature by your agency on page 8, where indicated. Please note, only page 8 needs be returned to the Operations Management Office. You may scan and email the page, fax it or mail it via USPS.

Agencies should make every possible effort to return the signature page prior to the July 1 start date. Please contact this office if you have any questions or concerns.

*Sherry L. Shafer, Operations Management Office
Alaska Land Mobile Radio - A Federal, State and Municipal Partnership
Office: 269-8408
Fax: 269-6797*

Follow us on Twitter! @ALMR_SOA

"The process of human change begins within us."

(Excerpt from The Five Major Pieces to the Life Puzzle by Jim Rohn)



Alaska Land Mobile Radio Communications System Membership Agreement

Access to the Alaska Land Mobile Radio (ALMR) Communications System provided through this Membership Agreement, and any amendment(s) thereto, is conditioned upon the approval of the terms and conditions of access as outlined in (the) ALMR Communications System Cooperative and Mutual Aid Agreement and approval by the Executive Council.

This Membership Agreement is for the period of July 1, 2019 to June 30, 2020, and entered into by and between (the Member aka User) City of North Pole whose address is 125 Snowman Lane, North Pole, Alaska 99705, and the Alaska Land Mobile Radio (ALMR) Executive Council, whose designated representative is the ALMR Operations Management Office, 5900 E. Tudor Road, Suite 121, Anchorage, AK 99507-1245.

I. PURPOSE

ALMR is a multi-site, dedicated public safety wireless communications system providing portable and mobile coverage to its Member agencies. Member agency benefits and services include, but are not limited to, a Project 25 compliant system, multiple system redundancies with backup power, a wide range of talkgroups, auto affiliation and de-affiliation, electronic identification on all transmissions, microwave system connectivity, encryption availability, emergency alert availability, private calling availability, system security, radio interoperability, system management, assistance to User agencies for radio code plug development and subscriber unit familiarization, operations management support including, but not limited to those products and services listed in the Operations Management Office (OMO) and System Management Office (SMO) Customer Support Plans.

Every effort will be made to keep the ALMR System operational 24/7. However, both the Member agency and ALMR acknowledge that there may be situations where planned and unplanned System outages may occur. ALMR will make every effort to avoid service disruptions, will promptly notify Member agencies of disruptions, and will make every effort to respond and restore interrupted service in a timely manner. However, acknowledging that service disruptions are likely, ALMR System infrastructure owners will not be liable for any resulting impact from such disruptions.

II. DEFINITIONS

- A.** Abuse of User Privileges: repeated violation of System guidelines, procedures, protocols, or violation of the Membership Agreement may result in termination of the Membership Agreement subject to the review and direction of the Executive Council. A decision by the Executive Council is final and non-appealable.
- B.** Alaska Federal Executive Association (AFEA): Federal government entities, agencies and organizations, other than the Department of Defense, that operate on the shared ALMR system infrastructure.
- C.** Alaska Land Mobile Radio (ALMR) Communications System: the ALMR Communications System, which uses but is separate from the State of Alaska Telecommunications System (SATS), as established in the Cooperative and Mutual Aid Agreement.
- D.** Alaska Municipal League: a voluntary non-profit organization in Alaska that represents Member local governments.
- E.** Cooperative and Mutual Aid Agreement: the instrument that establishes ALMR and sets out the terms and conditions by which the System will be governed, managed, operated and modified by the Parties signing the Agreement.
- F.** Department of Administration (DOA): a State of Alaska (SOA) department that maintains the SOA Telecommunication System (SATS) and provides information technology (IT) and communications technical support to state agencies.
- G.** Department of Defense – Alaska: Alaskan Command, US Air Force and US Army component services operating under United States Pacific Command and United States Northern Command.



Alaska Land Mobile Radio Communications System Membership Agreement

- H. Emergency Alarm:** a Project 25 feature, when enabled, allows a Member to transmit an emergency alarm to their dispatch center, or a dispatch center mutually agreed upon.
- I. Executive Council:** made up of three voting members and two associate members representing the original four constituency groups: the State of Alaska, the Department of Defense, Federal Non-DOD agencies (represented by the Alaska Federal Executive Association), and local municipal/government (represented by the Alaska Municipal League and the Municipality of Anchorage).
- J. Gateway:** a device that allows a disparate radio to communicate real time, overcoming spectrum, formatting, and other technical challenges. ALMR utilizes MotoBridge™ gateways.
- K. Information Assurance (IA):** protects and defends information and information systems by ensuring their availability, integrity, authentication, confidentiality, and non-repudiation. This includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities.
- L. Local Governments:** those Alaska political subdivisions defined as municipalities in AS 29.71.800(13).
- M. Member:** a public safety agency including, but not limited to a general government agency (local, state or federal) its authorized employees and personnel (paid or volunteer), and its service provider, participating in and using the System under a Membership Agreement.
- N. Membership Agreement:** the agreement entered into between the ALMR Operations Management Office, as the designated agent for the Executive Council, and a user agency, which sets forth the terms and conditions under which the System provides services to a user agency and the user agency's responsibilities, while operating on the System.
- O. Municipality of Anchorage (MOA):** the MOA covers 1,951 square miles with a population of over 300,000. The MOA stretches from Portage, at the southern border, to the Knik River at the northern border, and encompasses the communities of Girdwood, Indian, Anchorage, Eagle River, Chugiak/Birchwood, and the native village of Eklutna.
- P. Non-Proprietary Talkgroup –** a talkgroup assigned during a multi-agency operation, such as one assigned by central dispatch. A non-proprietary talkgroup is not member-exclusive and is cooperatively shared by participating Members.
- Q. Operations Manager:** represents the User Council interests and makes decisions on issues related to the day-to-day operation of the System and any urgent or emergency System operational or repair decisions; establishes policies, procedures, contracts, organizations, and agreements that provide the service levels as defined in the Service Level Agreement in coordination with the User Council.
- R. Operations Management Office (OMO):** develops recommendations for policies, procedures, and guidelines; identifies technologies and standards; and coordinates intergovernmental resources to facilitate communications interoperability with emphasis on improving public safety and emergency response communications.
- S. Party/Parties:** one or more Parties who have signed the Agreement (Cooperative and Mutual Aid Agreement). The Parties to the agreement are: Department of Defense - Alaska, Alaska Federal Executive Association, and the State of Alaska, respectively or collectively.
- T. P25 Standards:** the P25 suite of standards involves digital land mobile radio (LMR) services for local, state and national (federal) public safety organizations and agencies. P25 is applicable to LMR equipment authorized or licensed, in the U.S., under the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC) rules and regulations.
- U. Proprietary Talkgroup:** an exclusive talkgroup assigned to a single, specific agency.
- V. Radio –** either a Project 25 compliant control station, consolette, mobile or portable radio, which has a unique identification number and is assigned to the ALMR.
- W. Radio Programming:** fleetmapping, template programming and reprogramming, and assignment of talkgroups within ALMR.
- X. State of Alaska (SOA):** the primary maintainer of the SATS (the State's microwave system), and shared owner of the System.

- Y.** State of Alaska Telecommunications Systems (SATS): the State of Alaska statewide telecommunications system microwave network.
- Z.** Super System Management: the responsibility residing with the Operations Manager/System Manager on behalf of all ALMR Members that include, but are not limited to:
 - 1. Assign radio use priorities;
 - 2. Assign radio identification numbers;
 - 3. Manage talkgroups to assure appropriate use of ALMR;
 - 4. Set standards for the selection and supervision of ALMR personnel;
 - 5. Enforce guidelines, procedures, and protocols governing the operation of radios on ALMR;
 - 6. Generate and use statistical data and reports concerning Member agency talkgroups, call duration, call types, busy signals, and other data analyses and reports; and
 - 7. Enforce termination of the Membership Agreement when a Member agency's conduct or action(s) cause systemic and/or continuous ALMR operation problems.
- AA.** System Management Office: the team of specialists responsible for management of maintenance and operations of the System.
- BB.** Talkgroup: the electronic equivalent of a channel on a trunked system; a unique group of radio users that can communicate with each other. (NOTE: Talkgroups differ from regular and conventional radio channels in which they are not restricted to a certain radio frequency and may use up to 21 separate frequencies that are assigned by a controller on a control channel.)
- CC.** Template: the software programmed in a radio provided to customers by the SMO that controls the radio functions and communication capabilities.
- DD.** User: an agency, person, group, organization or other entity which has an existing written Membership Agreement to operate on ALMR with one of the Parties to the Cooperative and Mutual Aid Agreement. The terms User and Member are synonymous and interchangeable.
- EE.** User Council: governing body responsible for recommending all operational and maintenance decisions affecting the System. Under the direction and supervision of the Executive Council, the User Council has the responsibility for management oversight and operation of the System. The User Council oversees the development of System operations plans, procedures and policies.

III. ALMR COMMUNICATIONS SERVICES

Services provided are listed in the Operations Management Office and System Management Office Customer Support Plans at <http://www.alaskalandmobileradio.org>.

IV. GENERAL PROVISIONS

- A.** ALMR Mobile Radio Coverage: ALMR provides portable and mobile radio communication coverage to the Member subject to the Member's compliance with recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member agency detects possible ALMR network infrastructure malfunctions or radio communication coverage loss, the Member should first contact its equipment service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an equipment installation or maintenance problem, the Member should promptly notify the Help Desk. The Help Desk will immediately notify the System Manager, or designated on-call technician, who will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member agency. Coverage is not guaranteed and will vary from location to location. The Member agency is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its geographic jurisdiction.
- B.** Private Calling Availability: an agency may choose to avail itself of Private Calling. Private calling permits properly programmed mobile and portable radios in a talkgroup to enter into one-

on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up ALMR System resources. Consequently, a determination of the need and potential impact on the System will be made by the System Management Office when such a request is received from Member agencies.

- C. **Electronic and Infrastructure Maintenance:** ALMR provides complete monitoring, inspection, and maintenance programs for all ALMR radio sites and System infrastructure in operation at those sites regardless of infrastructure ownership through contracts and memorandums of agreement. ALMR staff and its certified vendors and partners provide proactive System repair and maintenance, extending the life and performance of ALMR for the direct benefit of all Members.
- D. **System Redundancy and Security:** ALMR provides a system redundancy called fault tolerance. With fault tolerance, a single point of failure will generally not result in negative system wide performance. Many redundant and backup systems within ALMR are designed to eliminate complete system failure. Several levels of survivability are available. In the case of a catastrophic event, the rest of the System will continue to function in a site-trunking communication manner.
- E. **Performance Standards and Monitoring:** ALMR utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System management is maintained at the System Management Office and zone controllers on a daily basis. ALMR staff adhere to stringent quality standards of installation and maintenance through scheduled automated testing of all sites, monitoring of Member satisfaction on a regular basis, tracking of Member problems and service requests, monitoring of scheduled and unscheduled System downtime, oversight of System traffic performance, drive testing within System, collection and analysis of empirical data, and planned system upgrades and enhancements.
- F. **Upgrades and Enhancements:** upgrades are changes made to ALMR infrastructure to assure compliance or to improve upon previously existing features and operations of ALMR. Some upgrades may be provided to all Member agencies at no additional charge. Enhancements are modifications made to ALMR services or systems that add functions or features not originally part of ALMR or the services requested by the Member agencies. Such enhancements made to the infrastructure may also require an upgrade or replacement of user subscriber assets. To access such enhancements and features, it is solely the responsibility of the User to upgrade their subscriber assets. Also, if applicable, enhancements may necessitate an adjustment in all Member agencies fees.
- G. **Gateway Use:** Use of gateway(s) is available to all ALMR Members on the System. Specific protocols, policies, procedures and talkgroup agreements for agencies are required and can be developed and coordinated through the Operations Management and System Management Offices.
- H. **Information Assurance:** as provided through the Department of Defense Information Assurance Risk Management Framework (DIARMF).
- I. **OMO Standards Measurement and Trends** – as provided by the Operations Management Office Customer Support Plan and the Service Level Agreement.
- J. **Service Level Agreement** – outlines the operations and maintenance services as required by the User Council for the sustainment and operations of the ALMR infrastructure. The performance metrics contained in the SLA describes the maintenance standards for the ALMR system infrastructure. ALMR cost share services are also outlined in the SLA.

V. MEMBERSHIP OBLIGATIONS

- A. **Activation and Member Fees** – Not later than June 30 each year, the Parties (signatories) to the Cooperative and Mutual Aid Agreement will determine the cost share of individual Members, if applicable. Each Party (signatory) to the Cooperative and Mutual Agreement will be responsible for communicating any associated costs to the Member agencies.

1. **State of Alaska** - For FY2020, cost share for your agency is calculated at N/A. The State of Alaska Department of Administration has funded your cost share in the amount of N/A. Your final cost share due is N/A.
 2. **Department of Defense** - For FY2020, cost share for your agency is calculated at N/A. Your final cost share due is N/A. You will coordinate directly with the State of Alaska Department of Administration to fulfill your cost share obligation. (**NOTE:** The costs provided for FY2020 are based on an independent government estimate.)
 3. **Federal Non-DOD** - For FY2020, cost share for your agency is calculated at N/A. Your final cost share due is N/A. You will coordinate directly with the State of Alaska Department of Administration to fulfill your cost share obligation.
 4. **Municipalities/NGOs** - For FY2020, cost share for your agency is calculated at \$22,638.46. The State of Alaska Department of Administration has funded your cost share in the amount of \$22,638.46. Your final cost share due is \$0.00.
- B. Funding Obligation:** Individual Member agencies operating on the System are responsible for requesting and obtaining sufficient funds to cover that Member's annual cost share and shared system infrastructure costs, as applicable.
NOTE: The DOD Member agency Contract Officer Representative (COR) will be responsible for assuring funds associated with their apportioned cost share, infrastructure and Operations Management cost liability are provided and in place, as required, to ensure timely execution of contracts providing mutual services for the ALMR Membership.
- C. Member Radio Equipment:** Member agencies may only use ALMR-approved radio equipment. Member agencies are responsible for acquiring and obtaining programming for their own equipment. A list of acceptable radio equipment is available on the ALMR website or from the System Management Office. This list will be updated as additional radios pass the acceptance test procedures (ATP). Member agencies are accountable for equipment on the ALMR System and must report the lost, stolen, damaged or destroyed equipment to the Help Desk immediately upon discovery.
- D. Radio Maintenance and Repair:** Each Member agency is responsible for proper maintenance and repair of its radio subscriber equipment. This assures that the member agency's radios are in optimal operating order and will not have an adverse impact on other Members' use of ALMR.
- E. Personal Business:** No personal business may be conducted on ALMR by the Member, its employees, or authorized agents, including volunteers and the Member agency's service provider.
- F. Compliance with Federal, State and Local Laws:** Member agencies will comply with all current and future Federal, State and local laws, rules, and regulations, as they relate to consolidated public safety and dispatching.
- G. Compliance with Guidelines, Procedures, and Protocols:** The Member agencies will comply with all guidelines, policies, procedures, and protocols governing the operation and use of the ALMR System as established by the User Council, approved by the Executive Council, and enacted by the Operations Management or System Management Offices. Member agencies will comply with all directives of the Executive Council, including but not limited to those listed in this Membership Agreement. Copies of policies and procedures are available to the Member agencies through the Operations Management Office or at <http://www.alaskalandmobileradio.org>.
- H. Member Agency POC:** Each Member agency will identify a central point of contact (POC) to serve as its liaison to the ALMR System Management Office. The POC will be responsible for authorization of template modifications, coordination of new radios onto ALMR, providing fleetmapping data for record keeping purposes, providing after-hour emergency telephone numbers, and attending meetings necessary for the safe and efficient operation of ALMR. Member agencies are responsible for notifying the ALMR Help Desk/OMO immediately upon changes to their POCs.
- I. Security:** All management console or dispatch console operators shall complete the required ALMR IA Training prior to obtaining ALMR System user credentials. All System users shall comply with the ALMR IA Policies. No agency shall allow the connection of unauthorized components to the System or to any port on the System at any time. Agencies shall ensure no

non-standard, unapproved applications are loaded on ALMR computers, servers, or routers at any time. Agencies shall ensure no unauthorized personnel are allowed access to System management components (e.g. management consoles) at any time. Member agencies shall ensure encryption is used, whenever appropriate. Agencies shall comply with all Information Assurance controls, policies, procedures, and processes.

- J. Corrective Action:** In order to protect the integrity, security, safety, and efficient operation of ALMR for all its Member agencies, Member agencies will take appropriate corrective action against any of its employees who violate ALMR guidelines, procedures, or protocols including those set out in this Membership Agreement.
- K. System Management:** Member agencies will comply with System Management direction in order to assure the safe and efficient operation of ALMR for all Members.
- L. Trained Personnel:** Member agencies are responsible for providing training to their personnel and will not permit any employee or other personnel, including volunteers, to use ALMR until such individual(s) have received proper/appropriate radio use and security training.
- M. Contracting Responsibilities – DOD Member Agencies/Organizations:** DOD Member agencies/organizations will nominate a Contracting Officer Representative (COR) through the ALMR Contract Functional Commander (ALCOM J6) to 673rd Contracting for appointment. DOD Member agencies/organizations will maintain a COR at all times. CORs will execute the contract administration related to requirements that agencies/organizations execute through individual Task Orders in each of the associated ALMR joint contracts from which they obtain services.

VI. DISPUTE RESOLUTION

If any issue of ALMR non-performance arises under this Membership Agreement, the parties to the Cooperative and Mutual Aid Agreement agree to resolve the issue at the lowest management level of each party. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to upper-level management for their consideration. They will consider the details of the non-performance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event all parties cannot agree on a solution, the non-performance issue shall be directed to the Executive Council who will consult with, and seek advice from, the User Council on resolution of the non-performance issue. A decision by the Executive Council is final and non-appealable.

VII. GOVERNANCE

- A. Executive Council:** The Executive Council provides direction for the administration and operation of ALMR. The Executive Council is charged with responsibility to review and approve recommendations regarding future ALMR System features and enhancements, review and advise on customer service complaints, non-performance issues and potential Member agency termination due to abuse of user privileges. The Executive Council takes advice from the User Council and other committees, working groups, and advisory panels set up by the Executive Council to assist them in making determinations on policy and direction. (Members of the Executive Council are listed at www.alaskalandmobileradio.org)
- B. User Council:** The User Council establishes policies and procedures regarding the operation of ALMR. The User Council is responsible for all operational and maintenance decisions affecting the System. Under the direction and supervision of the Executive Council, the User Council has the responsibility for management oversight and operations of the System. The User Council, through the OMO, oversees the development of System operations plans, procedures and policies under the direction and guidance of the Executive Council. (Members of the User Council are listed at www.alaskalandmobileradio.org)



VIII. DURATION, CANCELLATION, & TERMINATION OF MEMBERSHIP

Agency membership on ALMR will remain in effect until canceled or terminated by the member agency upon 30 days' written notice. The Membership Agreement, between the Member agency and the Executive Council, may also be terminated for violation(s) of the terms and conditions of the Cooperative and Mutual Aid Agreement (inclusive of its appendices) upon 30-days written notice to the Member agency. Termination for cause, or departure at the request of the agency, does not relieve the Member agency of their financial obligations, if applicable, for the inclusive term of the membership (as specified on page one). Termination is subject to review and approval by the Executive Council.

IX. TERMINATION ASSISTANCE

If this Membership Agreement is canceled or terminated for any reason, ALMR will provide reasonable assistance as requested by the Member agency to allow for the orderly transfer of services.

X. MISCELLANEOUS

- A.** Waiver: the failure of a signatory to insist upon strict adherence to any term of this Membership Agreement shall not be considered a waiver or deprive the signatory of the right thereafter to insist upon the strict adherence to that term of the Membership Agreement.
- B.** Modification: this Membership Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by both the signatories to the Membership Agreement and approved by the Executive Council.
- C.** Governing Law: this Membership Agreement shall be governed by, and construed in accordance with the laws of the State of Alaska, and any and all applicable Federal laws.
- D.** Headings: the headings given to the sections and paragraphs of this Membership Agreement are inserted only for convenience and are in no way to be construed as part of this Membership Agreement, or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E.** Independent Contractor Relationship: the relationship between ALMR and Member agencies is that of an independent contractor and client. No agent, employee, or servant of ALMR shall be deemed to be an employee, agent, or servant of the Member agencies. Member agencies will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers regarding compliance with this Membership Agreement.

XI. SPECIAL PROVISIONS

- A.** Funding Obligation: Per the Cooperative and Mutual Aid Agreement, Article 2, Section 11, and Article 9, Section 7, and as further noted in Article 11, Section 6, nothing contained in this Membership Agreement shall be construed as binding the Member agency to expend in any one fiscal year any sum in excess of available appropriations made by Congress, the Alaska Legislature, a city council, a borough assembly, or a board of directors for the purposes of this Membership Agreement for that fiscal year, or to be obligated to make an expenditure of money in excess of such appropriations.
- B.** Liability: the signatories to this Membership Agreement verify their represented agencies accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees acting within the scope of their employment under this Membership Agreement to the fullest extent permitted by law. Signatories shall not be held personally liable for financial or any other obligations, clauses, or responsibilities regarding this System or its affects.



XII. NOTICES

All notices given under this Membership Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the Member agencies as follows: (fill in all gray fields, as applicable)

Agency Name City of North Pole
POC Name Chief Geoff Coon
Address 1 125 Snowman Lane
Address 2 _____
City North Pole
Zip code 99705
Phone 907-488-0444
Cell _____
Fax: 907-488-3747
Attention Chief Geoff Coon
E-mail gcoon@northpolefire.org

Execution of this Membership Agreement may only be made by a duly authorized representative of the Member agency/local unit of government. By signing, agencies acknowledge understanding and acceptance of all terms and conditions of membership. This Membership Agreement shall become effective as of the date of the last signature.

AUTHORIZED MEMBER SIGNATORY:

Agency Name City of North Pole
Representative Name Michael Welch
Representative Title Mayor

Signature _____

Date _____

AUTHORIZED PARTY SIGNATORY:

Entity Name State of Alaska
Representative Name Mr. Scott Stormo
Representative Title Telecommunications System
Manager

Signature _____

Date _____



***Alaska Land Mobile Radio Communications System
Membership Agreement***

Alaska Land Mobile Radio
Attention: Operations Management Office
5900 East Tudor Road, Suite 121
Anchorage, Alaska 99507-1245

Approval (under authority vested by the Executive Council)

Del Smith
Operations Manager

Signature

Date

Judy Binkley

From: Rene Broker <reneb@alaskalaw.com>
Sent: Thursday, May 30, 2019 4:17 PM
To: Geoff Coon
Cc: Judy Binkley
Subject: RE: North Pole Fire contract

Chief Coon,

This contract looks fine with the exception of the signature block. Contracts should be entered into only by the City of North Pole and signed by the Mayor as authorized by the Council. To the best of my knowledge, individual departments do not have the authority or legal status to enter into contracts.

Rene

From: Geoff Coon <GCoon@northpolefire.org>
Sent: Thursday, May 30, 2019 2:38 PM
To: Rene Broker <reneb@alaskalaw.com>
Cc: Judy Binkley <jbinkley@np-ak.com>
Subject: North Pole Fire contract

The North Pole Fire Dept has had a long standing extended warranty and preventive maintenance contract with Zoll that is renewed annually. Zoll is the company that makes our EKG Defibrillators.
Could you look at the attached Extended Warranty and Preventive Maintenance contract and give me your comments so I can get this on the June 17th agenda.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

CC: City Clerk



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

North Pole Fire Department (Customer # 110880)

Attn: Shawn McGilvary (907) 488-0444 / smcgilvary@northpolefire.org

Bill To: North Pole Fire Department
110 Lewis Street
North Pole, AK 99705-7699

Ship To: North Pole Fire Department
110 Lewis Street
North Pole, AK 99705-7699

From: Catherine Santos
Service Contracts
800-242-9150 ext 9760 / csantos@zoll.com

QUOTATION: 00026893
Quote Date: May 30, 2019
Quote Pricing: Valid for 60 Days

PM Contact: -

X Series

| Part No | Description | Contract Dates | Qty | Price | Adj. Price | Ext. Price |
|------------|--|--------------------------------|-----|------------|------------|------------|
| 8889-0001 | 1 Year Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR14K010751,AR14K010606 | 06/01/2019 to 05/31/2020 | 2 | \$1,145.00 | \$1,087.75 | \$2,175.50 |
| 8889-00011 | 1 Year, 1 Preventive Maintenance Per X Series Once an order for Preventive Maintenance is placed, ZOLL Technical Support Contracts Department will contact the customer to arrange the shipment of a loaner unit to the customer's facility for return of customer's unit or at ZOLL's discretion, send a ZOLL certified Biomed Technician on site. Serial Number(s): AR14K010751,AR14K010606 | 06/01/2019 to 05/31/2020 | 2 | \$255.00 | \$255.00 | \$510.00 |

TOTAL: \$2,685.50

COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. 5% Multi-Unit Discount.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature: _____

Name: Catherine Santos

Title: Service Contracts

Date: _____

North Pole Fire Department

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for North Pole Fire Department

Quote No:00026893

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for North Pole Fire Department

Quote No:00026893

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



North Pole Fire Department
125 Snowman Lane - North Pole, Alaska 99705
Phone: 907.488.2232 Fax: 907.488.3747

Memo

To: North Pole City Council
From: Geoffrey L. Coon
Date: 6/16/12
Re: Renewal of the FBNSB EMS and Ambulance contract

The NPFD is recommending the North Pole City Council renew the FBNSB EMS and Ambulance contract. The contract has been amended for a 2% increase and includes \$20,000.00 for fire department fleet funds. The total amount paid to the city of North Pole will be \$475,260.00. The dates of the contract shall be from July 1, 2019 through June 30, 2020.

Fire Chief

Geoffrey L. Coon

Judy Binkley

From: Chris Zimmerman <chris@mzwlaw.com>
Sent: Tuesday, June 11, 2019 4:50 PM
To: Geoff Coon; Michael Welch
Cc: Judy Binkley; Sarah Haines
Subject: North Pole Ems Contract Extension

Good afternoon,

I have reviewed the underlying contract, the 2018 Amendment 3 and the proposed 2019 amendment 4. I do not see any issues with the proposed amendment. Thank you for allowing me to be of service to the City of North Pole. If you have any questions, please contact me.

Chris Zimmerman

Christopher E. Zimmerman

Attorney
Zimmerman & Wallace
711 Gaffney Road, Suite 202
Fairbanks, AK 99701-4662
(907) 452-2211
(907) 456-1137 fax
chris@mzwlaw.com

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

Section 1. Parties

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

Section 2. Duties of the Contractor

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

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

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

B. Contractor's Duties.

1. Employee Relations. The Contractor is responsible for employee hiring and promotion, employee discipline, and all other policies concerning employer and employees. The Contractor is solely responsible for recruiting, training, and other policies toward volunteers or paid staff. The Contractor is responsible for payment of wages and salaries to its employees, for timely and accurate submission of W-4 Forms and other information to the Internal Revenue Service, for payment of the Social Security employer's contribution, and for compliance with all other state and federal wage, hour, and tax laws.

2. Privacy Laws. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws.

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

4. Training and Level of Service.

a. The Contractor shall ensure no individual operating under its authorization performs any medical care or stabilization techniques on any patient unless the Contractor's personnel have received the appropriate medical training. All Emergency Medical Technicians, under the control of the Contractor, will be trained as specified in the Alaska Administrative Code.

b. The Contractor shall ensure that its initially responding ambulance is staffed to the advanced life support level as defined in 7 AAC 26.230(b)(2)(i.e., must have an EMT-II or EMT-III, mobile intensive care paramedic, or other medical personnel certified or licensed to provide advanced life support (e.g., registered nurse, physician's assistant, or physician), and at least one other person trained to at least the EMT-I level when using a surface transportation vehicle, available to respond to emergency calls 24 hours a day). Likewise, the Contractor shall operate their ambulances under all response and medical protocols established by Alaska Administrative Code.

c. The Contractor shall maintain a professional affiliation with a state-licensed local physician as its individual medical director under whose medical protocols it functions. The Contractor shall ensure that their medical director reviews their emergency medical responses periodically.

d. Within limitations of appropriations, the Borough shall coordinate initial and recertification training of the Contractor's FMT I + II + IIIs. The Contractor, or student, shall be responsible for all class books, lab fees, credit fees, National Registry fees, test fees and other miscellaneous costs.

e. If the Contractor requests additional EMT training beyond what the Borough is financially able to provide or if the Contractor requires any additional medical training to fulfill the requirements of this contract, such additional medical training and related costs will be the sole responsibility of the Contractor.

f. The Contractor shall submit to the Borough, with their annual contract fee requests, their EMT training needs and justifications for the following year.

g. The Contractor shall maintain accurate records of the training certifications of all its personnel, including, but not necessarily limited to, driver's training, initial and recertification at the appropriate EMT level, and Contractor-approved continued medical education classes. An annual summary of personnel training qualifications will be provided to the Borough.

h. When necessary, the Contractor may summon the assistance of the closest fire department that is authorized to perform such duties as may be required

at the emergency scene. The contract amount is inclusive of all amounts necessary to reimburse any such fire department for these services.

Section 3. Duties of the Borough

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

The Borough shall pay the Contractor for this contract the sum of \$419,750.00, inclusive of amounts necessary to compensate for the use of fire assets required in the course of EMS response.

Section 4. Contract Term, Renewal, Termination, Integration

A. Term. This contract shall cover a period from July 1, 2015, unless otherwise notified by the Borough and shall terminate on June 30, 2016. The contract shall become effective on the date of signing.

B. Renewal. This contract may be extended for four (4) additional one (1) year periods by mutual consent of the parties. Five (5) months prior to the annual termination date, the Borough and Contractor shall confer on the feasibility of exercising a renewal option. Contract amounts shall be negotiated annually in accordance with procedures found in Section 6.

C. Termination. This contract may be terminated by:

1. Mutual written consent of the Borough and Contractor;
2. Written request by either party based on non-performance of the other party, after sixty (60) calendar day notice. This notification time shall permit resolution of any disagreements.
3. Abandonment by Contractor. If the Borough terminates this contract for nonperformance or abandonment, the Borough may have the services provided by another Contractor and may use funds originally allocated to the Contractor under this agreement. The Contractor under this agreement is responsible to return to the Borough any unused or unencumbered funds. Likewise, the Borough will retain any undistributed contract funds should abandonment by the Contractor occur.
4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

D. Failure to object not a waiver. The failure of either party to object to non-performance of or to seek to complete performance of, any duty under this contract

shall not constitute a waiver of any subsequent breach of the same, or of any different duty.

E. Integration. This contract, its appendices, and the map of the primary response area constitute the entire agreement between the Borough and the Contractor and supersede all previous representations and agreements between the parties. This contract shall be binding upon the successors and assigns of each of the parties.

F. Amendments. Any modifications, changes or additions to this contract shall be sequentially numbered and dated amendments with signatures of both the Borough and Contractor, specifying the scope of any changed duties and any monetary changes required by said amendments.

G. Interpretation. This contract shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. All parties have been afforded the opportunity to review this contract prior to signing with the assistance of counsel. This contract shall not be interpreted against the drafter.

H. Assignment. No benefit under this contract may be assigned, nor may any duty under this contract be delegated, without the prior written consent of the other party which shall not be unreasonably withheld.

Section 5. Contract Representatives - Notices

A. The Borough's representative for this contract shall be the Borough Emergency Operations Director.

B. The Contractor's representative for this contract shall be the North Pole City Mayor.

C. Any notices under this agreement shall be in writing, personally delivered, mailed or faxed, and addressed to the respective contract representative. Either party may change its contract representative or its address for notices by written notice to the other.

BOROUGH Emergency Operations Director
Fairbanks North Star Borough
P.O. Box 71267
Fairbanks, Alaska 99707
Tel: 459-1481 Fax: 459-1119

CONTRACTOR North Pole City Mayor
125 Snowman Lane
North Pole, AK 99705
Tel: 488-2281 Fax: 488-3002

Section 6. Budgets, Contract Fees, and Financial Matters

A. The Contract price shall be determined by annual negotiations between the Borough Emergency Operations Director and the Contractor, subject to approval by the Borough Mayor and funding by the Borough Assembly. This Contract is subject to appropriation of the contract amount by the Borough Assembly and ratification by the North Pole City Council.

B. On or about December 31st, the Contractor shall present to the Borough Emergency Operations Director a proposed Operating Budget for the following fiscal year. The proposal shall identify all expenses of providing the contract services.

After negotiations, the Borough Emergency Operations Director will forward his recommendation to the Borough Mayor for approval and inclusion in the Borough's annual budget submittal to the Borough Assembly.

C. The Borough will make semi-annual contract payment to the Contractor in two equal amounts, on or about July 15 and January 15.

D. The Contractor shall maintain its internal financial records in accordance with generally accepted accounting principles. As with all government records, all such Contractor financial records, including any audit reports, shall be available upon reasonable request and at reasonable times for inspection by representatives of the Borough.

Section 7. Purchasing and Reporting Requirements

A. The Contractor will be responsible for obtaining its own disposable medical supplies and Hepatitis B vaccine for its personnel.

B. The Contractor will adhere to all reasonable billing and response accountability procedures as requested by the Borough Emergency Operations Director, including complying with electronic reporting standards. Patient care reports (PCRs) are to be complete and legible and will contain the following required billing information prior to submittal:

- Date of Service
- Agency Incident Number
- Agency Vehicle Identifier
- Patient Name
- Patient Address
- Patient Birth date
- Patient gender
- Patient Social Security Number
- Patient contact telephone number
- Patient Insurance information (if available)
- Transported miles calculation

Level of service code (BLS, ALS1, ALS2)
Written documentation to substantiate level of service code
Name of medic in charge
Receiving hospital face-sheet
Signed AOB form

An administrative fee of \$25 may be collected by the Borough from the Contractor for each incomplete PCR or for a PCR submitted more than two weeks after date of service.

C. The Contractor shall provide the Borough Emergency Operations Director or designee, by the 10th day of the subsequent month, a written monthly summary of all run activities. In lieu of providing a written monthly summary, the Contractor agrees to allow access to the Contractor's ePCR system by the Borough for the purpose of accessing monthly run activity reports.

D. The Contractor shall submit an annual report by January 31st that summarizes for the preceding calendar year the types of medical emergencies to which the Contractor has responded and training programs, together with the numbers of Contractor personnel attending, and other such pertinent information that may be requested by the Borough.

E. The Contractor shall submit to the Borough on an annual basis, or update annually, the following:

1. Statistical review of activity: for example (but not limited to) number and types of emergency responses, average personnel on scene, and the number and type of community and/or school activities.

2. Operational Profile: to include the department's mission statement, operation overview (what they do and how), and staffing.

Section 8. Insurance Requirements

A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the Borough's risk manager.

- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence to include terrorism coverage.
- Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.

- Workers' Compensation coverage including Employer's Liability with limits of not less than \$1,000,000. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.
- Professional Liability Medical coverage with limits not less than \$2,000,000 per occurrence.
- Umbrella/Excess Liability coverage, written on an occurrence basis, with limits of not less than \$3,000,000 combined single and aggregate limit.

B. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.

C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

D. Before providing any services under this contract, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

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

Section 9. Ownership of Records

All records kept by the Contractor in support of this contract shall be the property of the Contractor, but shall be made available to the Borough upon reasonable notice and at reasonable times and places. This power to review records continues for six (6) years after the termination of this contract, whether the contract is terminated by the parties or ends by its own terms.

Section 10. Indemnification

A. The Contractor shall indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the Contractor to use such skill, prudence, and diligence as other members of the Contractor's profession commonly possess and exercise. The Contractor's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Contractor has no duty to defend or indemnify the Borough against any claim or action alleging, arising from or based, on a wrongful or negligent act by the Borough. The duty of the Contractor to indemnify and defend the Borough extends to


1. Claims for death, or for damage to persons or property,
2. Claims for economic loss, and
3. Claims for costs, expenses, and attorney's fees.


B. The Borough shall indemnify and defend the Contractor against any claim arising from any wrongful act or negligence of the Borough to use such skill, prudence, and diligence as other similar governmental agencies would commonly possess and exercise. The Borough's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Borough has no duty to defend or indemnify the Contractor against any claim or action alleging a wrongful or negligent act by the Contractor. The duty of the Borough to indemnify and defend the Contractor extends to

1. Claims for death, or for damage to persons or property,
2. Claims for economic loss, and
3. Claims for costs, expenses, and attorney's fees.

CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT

SIGNATURE PAGE

APPROVED:  DATE: 6-24-15
Mayor
City of North Pole

APPROVED:  DATE: 6-24-15
Luke T. Hopkins, Mayor
Fairbanks North Star Borough

ATTEST:  DATE: 6-24-15
Nanci Ashford-Bingham
Fairbanks North Star Borough Clerk

REVIEWED:  DATE: 6/24/15
Fairbanks North Star Borough Legal Department



ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department



Fairbanks North Star Borough Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707-1267 (907)459-1481 fax 459-1119

FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT RENEWAL AND AMENDMENT NO. 3

1. The parties, the Fairbanks North Star Borough and the City of North Pole hereby agree to allow for the third renewal of their Emergency Medical Services/Ambulance contract effective July 1, 2015 through June 30, 2016 for an additional one year period, July 1, 2018 through June 30, 2019.

2. This extension shall be on the same terms and conditions in the current contract and any amendments thereto, with the following amendments:

Section 3 will be modified as follows:

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

The Borough shall pay the Contractor for this contract the sum of \$446,331 inclusive of amounts necessary to compensate for the use of fire assets required in the course of EMS response.

Section 6C will be modified as follows:

The Borough will make semi-annual contract payments to the Contractor on or about July 15 and January 15. Each payment will be \$223,165.50.

**CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

SIGNATURE PAGE

APPROVED: _____ DATE: _____
Mayor
City of North Pole

APPROVED: _____ DATE: _____
Karl W. Kassel, FNSB Mayor

ATTEST: _____ DATE: _____
Fairbanks North Star Borough Clerk

REVIEWED BY: _____ DATE: _____
Fairbanks North Star Borough Legal Department

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department



Fairbanks North Star Borough Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707-1267 (907)459-1481 fax 459-1119

FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT RENEWAL AND AMENDMENT NO. 4

1. The parties, the Fairbanks North Star Borough and the City of North Pole hereby agree to allow for the fourth renewal of their Emergency Medical Services/Ambulance contract effective July 1, 2015 through June 30, 2016 for an additional one year period, July 1, 2019 through June 30, 2020.

2. This extension shall be on the same terms and conditions in the current contract and any amendments thereto, with the following amendments:

Section 2, B:2 will be modified as follows:

Privacy Laws. Contractor shall sign an agreement with the Borough on or before 90 days after the agreement is sent to the Contractor to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws. The EMS Contractor shall provide all patients a Borough approved Notice of Privacy Practices (NPP).

Section 3 will be modified as follows:

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

The Borough shall pay the Contractor for this contract the sum of \$475,260 inclusive of amounts necessary to compensate for the use of fire assets required in the course of EMS response and EMS rolling stock replacement.

Section 6C will be modified as follows:

The Borough will make semi-annual contract payments to the Contractor on or about July 15 and January 15. Each payment will be \$237,630.

**CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

SIGNATURE PAGE

APPROVED: _____ DATE: _____
City of North Pole

Printed Name: _____ Title: _____

APPROVED: _____ DATE: _____
Bryce Ward, FNSB Mayor

ATTEST: _____ DATE: _____
Fairbanks North Star Borough Clerk

REVIEWED BY: _____ DATE: _____
Fairbanks North Star Borough Legal Department

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department



Fairbanks North Star Borough Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707-1267 (907)459-1481 fax 459-1119

FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT RENEWAL AND AMENDMENT NO. 4

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**CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

SIGNATURE PAGE

APPROVED: _____ DATE: _____
City of North Pole

Printed Name: _____ Title: _____

APPROVED: _____ DATE: _____
Bryce Ward, FNSB Mayor

ATTEST: _____ DATE: _____
Fairbanks North Star Borough Clerk

REVIEWED BY: _____ DATE: _____
Fairbanks North Star Borough Legal Department

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: June 11, 2019
Subject: Budget modification to fund additional temporary hires for the Public Works Department

RECOMMENDATION

Approve the transfer of \$15,000 from the General Fund to the Public Works Temporary Hire budget to fund an additional temporary summer hire (\$13,373.57) and funding (\$1,625.26) to provide temporary support when the Public Works Department is understaffed.

BACKGROUND

In 2018, the Public Works budget included funding for five temporary hires. At the end of 2018, Public Works had expended 99.7% of this funding. (See attached 2018 budget, GL 01-58-1-008.) The 2019 Department's temporary hire budget includes only sufficient funding for three temporary hires for three months.

During the majority of the year—September through May--the Department only has two fulltime employees. Both of these employees have been with the City for over five years and they earn the maximum hours of leave per pay period and they can accumulate no more than 320 hours of leave. Because the fall and winter months are generally the least busy time for the Department, it is during these months that our fulltime employees take leave. When this occurs, the Department has only one staff member. It can be a burden for a single staff member to shoulder all of the Department's responsibilities when the other staff member is on leave, especially if there are snowfall events. This past winter, the Department hired a temporary hire to assist when there was only a single fulltime individual on duty while the other was on leave. This was much appreciated by the fulltime Department staff when only one was on duty while the other was on leave. However, using temporary hires this past winter consumed a share of the Department's temporary hire budget and they will have fewer hours for temporary hire time during the busy summer months.

At the end of 2018, the Department had \$15,110 unexpended at the end of the year in its Other budget category. A number of the functions in the Other category—Beautification and Parks & Trails—support activities that make the City a more attractive place during the summer months, the time when the Department is its busiest and in need of temporary hires is the greatest. In the Department we,

recognize that at the end of the budget year, all unexpended funds return to the General Fund. The Department is just using the funds returned to the General Fund as a reasonable point of reference for our supplemental funding request.

Summary Public Works Temporary Hire to Date and Proposed: 2019

| Employee | Hourly Rate | Annual Wage (01-58-1-108) | Benefits: WC (60% Building) | Benefits: WC (40% St & Rd Maintenance) | Benefits: Medicare | Benefits: Social Security | Total Benefits (01-58-1-003) | Budgetary total |
|-----------------|-------------|---------------------------|-----------------------------|--|--------------------|---------------------------|------------------------------|--------------------|
| Seasonal | \$18.00 | \$11,520.00 | \$622.08 | \$350.21 | \$167.04 | \$714.24 | \$1,853.57 | \$13,373.57 |
| Seasonal | \$18.00 | \$11,520.00 | \$622.08 | \$350.21 | \$167.04 | \$714.24 | \$1,853.57 | \$13,373.57 |
| Seasonal | \$18.00 | \$11,520.00 | \$622.08 | \$350.21 | \$167.04 | \$714.24 | \$1,853.57 | \$13,373.57 |
| SUBTOTAL | | \$34,560.00 | \$1,866.24 | \$1,050.62 | \$501.12 | \$2,142.72 | \$5,560.70 | \$40,120.70 |
| Seasonal-new | \$18.00 | \$11,520.00 | \$622.08 | \$350.21 | \$167.04 | \$714.24 | \$1,853.57 | \$13,373.57 |
| Seasonal-new | \$18.00 | \$1,400.00 | \$75.60 | \$42.56 | \$20.30 | \$86.80 | \$225.26 | \$1,625.26 |
| TOTAL | | \$46,080.00 | \$2,488.32 | \$1,400.83 | \$668.16 | \$2,856.96 | \$7,414.27 | \$55,119.53 |

Spent on salaries as of 6/6/19: \$10,607.24

Balance in OTHER budget category at end of 2018: \$15,110.37

2018 authorized Temporary Hire: \$57,600

Transfer request: \$15,000

CITY OF NORTH POLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

PUBLIC WORKS

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|------------|------------|-------------|-------|
| <u>SALARIES & BENEFITS</u> | | | | | |
| 01-58-1-001 WAGES: FULL TIME | 159,507.36 | 159,507.36 | 158,517.00 | (990.36) | 100.6 |
| 01-58-1-002 WAGES: HOLIDAY PAY | 479.05 | 479.05 | 1,000.00 | 520.95 | 47.9 |
| 01-58-1-003 BENEFITS | 24,011.37 | 24,011.37 | 18,626.00 | (5,385.37) | 128.9 |
| 01-58-1-004 PERS | 38,414.20 | 38,414.20 | 34,874.00 | (3,540.20) | 110.2 |
| 01-58-1-006 LEAVE CASH OUT | 6,126.81 | 6,126.81 | 6,000.00 | (126.81) | 102.1 |
| 01-58-1-007 OVERTIME: REGULAR | 11,123.81 | 11,123.81 | 8,000.00 | (3,123.81) | 139.1 |
| 01-58-1-008 TEMP/OVERHIRE | 57,407.40 | 57,407.40 | 57,600.00 | 192.60 | 99.7 |
| 01-58-1-012 ESC | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-58-1-013 HEALTH INSURANCE | 42,156.60 | 42,156.60 | 42,705.00 | 548.40 | 98.7 |
| TOTAL SALARIES & BENEFITS | 339,226.60 | 339,226.60 | 330,322.00 | (8,904.60) | 102.7 |
| <u>PURCHASED SERVICES</u> | | | | | |
| 01-58-2-200 ADVERTISING | 184.50 | 184.50 | 1,500.00 | 1,315.50 | 12.3 |
| 01-58-2-205 AUDIT & FINANCE | 1,500.00 | 1,500.00 | 3,000.00 | 1,500.00 | 50.0 |
| 01-58-2-215 INSURANCE | 14,420.64 | 14,420.64 | 20,000.00 | 5,579.36 | 72.1 |
| 01-58-2-220 IT SERVICES | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-58-2-225 LEGAL FEES | 302.50 | 302.50 | 500.00 | 197.50 | 60.5 |
| 01-58-2-230 MAINTENANCE CONTRACTS | 1,779.00 | 1,779.00 | 1,500.00 | (279.00) | 118.6 |
| 01-58-2-235 PROFESSIONAL SERVICES | 3,066.86 | 3,066.86 | 500.00 | (2,566.86) | 613.4 |
| 01-58-2-240 SNOW REMOVAL | 75,350.00 | 75,350.00 | 96,000.00 | 20,650.00 | 78.5 |
| TOTAL PURCHASED SERVICES | 96,603.50 | 96,603.50 | 123,500.00 | 26,896.50 | 78.2 |
| <u>OPERATIONAL EXPENSES</u> | | | | | |
| 01-58-3-305 ELECTRIC | 1,398.61 | 1,398.61 | 5,000.00 | 3,601.39 | 28.0 |
| 01-58-3-307 RADAR SIGNS ELECTRIC | 238.94 | 238.94 | 250.00 | 11.06 | 95.6 |
| 01-58-3-309 STREET LIGHTS ELECTRIC | 28,150.79 | 28,150.79 | 25,750.00 | (2,400.79) | 109.3 |
| 01-58-3-310 HEATING FUEL | 7,218.47 | 7,218.47 | 5,500.00 | (1,718.47) | 131.2 |
| 01-58-3-320 PHONE/DATA | 4,378.02 | 4,378.02 | 5,000.00 | 621.98 | 87.6 |
| 01-58-3-330 POSTAGE | 46.87 | 46.87 | 1,500.00 | 1,453.13 | 3.1 |
| 01-58-3-335 OFFICE EQUIPMENT & SUPPLIES | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-58-3-340 OPERATIONAL SUPPLIES | 11,607.08 | 11,607.08 | 10,000.00 | (1,607.08) | 116.1 |
| 01-58-3-345 UNIFORMS | 137.75 | 137.75 | 500.00 | 362.25 | 27.6 |
| 01-58-3-355 PUBLICATIONS & SUBSCRIPTIONS | .00 | .00 | 250.00 | 250.00 | .0 |
| TOTAL OPERATIONAL EXPENSES | 53,176.53 | 53,176.53 | 54,250.00 | 1,073.47 | 98.0 |
| <u>TRAVEL, TRAINING & MEMBERSHIPS</u> | | | | | |
| 01-58-5-500 MEMBERSHIPS & DUES | 40.00 | 40.00 | .00 | (40.00) | .0 |
| 01-58-5-505 RECRUITMENT | .00 | .00 | 250.00 | 250.00 | .0 |
| 01-58-5-510 TRAVEL & TRAINING | 91.56 | 91.56 | 1,500.00 | 1,408.44 | 6.1 |
| TOTAL TRAVEL, TRAINING & MEMBERSHIPS | 131.56 | 131.56 | 1,750.00 | 1,618.44 | 7.5 |

CITY OF NORTH POLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2018

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------|--|-------------------|-------------------|-------------------|------------------|-------------|
| | <u>VEHICLE, EQUIPMENT EXPENSES</u> | | | | | |
| 01-58-6-600 | EQUIPMENT REPAIR & MAINTENANCE | 5,416.08 | 5,416.08 | 6,000.00 | 583.92 | 90.3 |
| 01-58-6-605 | VEHICLE GAS & OIL | 9,257.74 | 9,257.74 | 10,000.00 | 742.26 | 92.6 |
| 01-58-6-610 | VEHICLE REPAIR & MAINTENANCE | 2,180.37 | 2,180.37 | 5,000.00 | 2,819.63 | 43.6 |
| | TOTAL VEHICLE, EQUIPMENT EXPENSES | 16,854.19 | 16,854.19 | 21,000.00 | 4,145.81 | 80.3 |
| | <u>INFRASTRUCTURE OUTLAY</u> | | | | | |
| 01-58-7-700 | BUILDING MAINTENANCE | 8,863.15 | 8,863.15 | 13,000.00 | 4,136.85 | 68.2 |
| 01-58-7-705 | STREET LIGHT MAINTENANCE | 4,587.20 | 4,587.20 | 12,000.00 | 7,412.80 | 38.2 |
| 01-58-7-710 | STREET MAINTENANCE | 53,608.27 | 53,608.27 | 68,500.00 | 14,891.73 | 78.3 |
| | TOTAL INFRASTRUCTURE OUTLAY | 67,058.62 | 67,058.62 | 93,500.00 | 26,441.38 | 71.7 |
| | <u>OTHER</u> | | | | | |
| 01-58-9-900 | FEES: AK RR PERMITS | 8,000.00 | 8,000.00 | 8,000.00 | .00 | 100.0 |
| 01-58-9-903 | BEAUTIFICATION | 13,489.18 | 13,489.18 | 15,000.00 | 1,510.82 | 89.9 |
| 01-58-9-904 | CHRISTMAS DECORATIONS | 2,271.82 | 2,271.82 | 3,000.00 | 728.18 | 75.7 |
| 01-58-9-905 | EQUIPMENT OUTLAY | 5,160.07 | 5,160.07 | 12,000.00 | 6,839.93 | 43.0 |
| 01-58-9-912 | FMATS MATCH PARTICIPATION | 7,500.00 | 7,500.00 | 10,800.00 | 3,300.00 | 69.4 |
| 01-58-9-920 | MISCELLANEOUS EXPENSE | 2,149.24 | 2,149.24 | 3,000.00 | 850.76 | 71.6 |
| 01-58-9-950 | PARKS/TRAILS/GROUNDS SUPPLIES | 12,590.32 | 12,590.32 | 15,000.00 | 2,409.68 | 83.9 |
| 01-58-9-999 | TRANSFER OUT | 20,529.00 | 20,529.00 | 20,000.00 | (529.00) | 102.7 |
| | TOTAL OTHER | 71,689.63 | 71,689.63 | 86,800.00 | 15,110.37 | 82.6 |
| | TOTAL PUBLIC WORKS EXPENDITURES | 644,740.63 | 644,740.63 | 711,122.00 | 66,381.37 | 90.7 |

CITY OF NORTH POLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

PUBLIC WORKS

| | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|---|---------------|------------|------------|------------|------|
| <u>SALARIES & BENEFITS</u> | | | | | |
| 01-58-1-001 WAGES: FULL TIME | 69,225.70 | 69,225.70 | 164,055.00 | 94,829.30 | 42.2 |
| 01-58-1-002 WAGES: HOLIDAY PAY | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-58-1-003 BENEFITS | 8,143.35 | 8,143.35 | 20,250.00 | 12,106.65 | 40.2 |
| 01-58-1-004 PERS | 16,736.00 | 16,736.00 | 36,092.00 | 19,356.00 | 46.4 |
| 01-58-1-006 LEAVE CASH OUT | 4,667.45 | 4,667.45 | 6,000.00 | 1,332.55 | 77.8 |
| 01-58-1-007 OVERTIME: REGULAR | 6,846.63 | 6,846.63 | 8,000.00 | 1,153.37 | 85.6 |
| 01-58-1-008 TEMP/OVERHIRE | 9,621.00 | 9,621.00 | 34,560.00 | 24,939.00 | 27.8 |
| 01-58-1-012 ESC | 986.24 | 986.24 | 1,500.00 | 513.76 | 65.8 |
| 01-58-1-013 HEALTH INSURANCE | 18,241.20 | 18,241.20 | 43,875.00 | 25,633.80 | 41.6 |
| TOTAL SALARIES & BENEFITS | 134,467.57 | 134,467.57 | 315,332.00 | 180,864.43 | 42.6 |
| <u>PURCHASED SERVICES</u> | | | | | |
| 01-58-2-200 ADVERTISING | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| 01-58-2-205 AUDIT & FINANCE | .00 | .00 | 2,000.00 | 2,000.00 | .0 |
| 01-58-2-215 INSURANCE | 13,539.59 | 13,539.59 | 15,000.00 | 1,460.41 | 90.3 |
| 01-58-2-220 IT SERVICES | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-58-2-225 LEGAL FEES | 82.50 | 82.50 | 500.00 | 417.50 | 16.5 |
| 01-58-2-230 MAINTENANCE CONTRACTS | 500.00 | 500.00 | 2,000.00 | 1,500.00 | 25.0 |
| 01-58-2-235 PROFESSIONAL SERVICES | 1,498.32 | 1,498.32 | 30,000.00 | 28,501.68 | 5.0 |
| 01-58-2-240 SNOW REMOVAL | 31,200.00 | 31,200.00 | 81,000.00 | 49,800.00 | 38.5 |
| TOTAL PURCHASED SERVICES | 46,820.41 | 46,820.41 | 132,500.00 | 85,679.59 | 35.3 |
| <u>OPERATIONAL EXPENSES</u> | | | | | |
| 01-58-3-305 ELECTRIC | 2,241.11 | 2,241.11 | 5,250.00 | 3,008.89 | 42.7 |
| 01-58-3-307 RADAR SIGNS ELECTRIC | 110.78 | 110.78 | 250.00 | 139.22 | 44.3 |
| 01-58-3-309 STREET LIGHTS ELECTRIC | 15,719.50 | 15,719.50 | 24,000.00 | 8,280.50 | 65.5 |
| 01-58-3-310 HEATING FUEL | 2,387.96 | 2,387.96 | 7,200.00 | 4,812.04 | 33.2 |
| 01-58-3-320 PHONE/DATA | 1,245.83 | 1,245.83 | 5,000.00 | 3,754.17 | 24.9 |
| 01-58-3-330 POSTAGE | .00 | .00 | 1,000.00 | 1,000.00 | .0 |
| 01-58-3-335 OFFICE EQUIPMENT & SUPPLIES | .00 | .00 | 500.00 | 500.00 | .0 |
| 01-58-3-340 OPERATIONAL SUPPLIES | 3,230.73 | 3,230.73 | 10,000.00 | 6,769.27 | 32.3 |
| 01-58-3-345 UNIFORMS | 115.60 | 115.60 | 500.00 | 384.40 | 23.1 |
| 01-58-3-355 PUBLICATIONS & SUBSCRIPTIONS | .00 | .00 | 250.00 | 250.00 | .0 |
| TOTAL OPERATIONAL EXPENSES | 25,051.51 | 25,051.51 | 53,950.00 | 28,898.49 | 46.4 |
| <u>TRAVEL, TRAINING & MEMBERSHIPS</u> | | | | | |
| 01-58-5-500 MEMBERSHIPS & DUES | .00 | .00 | 250.00 | 250.00 | .0 |
| 01-58-5-505 RECRUITMENT | 172.56 | 172.56 | 500.00 | 327.44 | 34.5 |
| 01-58-5-510 TRAVEL & TRAINING | .00 | .00 | 1,500.00 | 1,500.00 | .0 |
| TOTAL TRAVEL, TRAINING & MEMBERSHIPS | 172.56 | 172.56 | 2,250.00 | 2,077.44 | 7.7 |

CITY OF NORTH POLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2019

GENERAL FUND

| | | PERIOD ACTUAL | YTD ACTUAL | BUDGET | UNEXPENDED | PCNT |
|-------------|------------------------------------|---------------|------------|------------|------------|------|
| | <u>VEHICLE, EQUIPMENT EXPENSES</u> | | | | | |
| 01-58-6-600 | EQUIPMENT REPAIR & MAINTENANCE | 896.78 | 896.78 | 5,000.00 | 4,103.22 | 17.9 |
| 01-58-6-605 | VEHICLE GAS & OIL | 2,605.65 | 2,605.65 | 7,500.00 | 4,894.35 | 34.7 |
| 01-58-6-610 | VEHICLE REPAIR & MAINTENANCE | 2,444.57 | 2,444.57 | 5,000.00 | 2,555.43 | 48.9 |
| | TOTAL VEHICLE, EQUIPMENT EXPENSES | 5,947.00 | 5,947.00 | 17,500.00 | 11,553.00 | 34.0 |
| | <u>INFRASTRUCTURE OUTLAY</u> | | | | | |
| 01-58-7-700 | BUILDING MAINTENANCE | 712.78 | 712.78 | 5,000.00 | 4,287.22 | 14.3 |
| 01-58-7-705 | STREET LIGHT MAINTENANCE | 300.00 | 300.00 | 10,000.00 | 9,700.00 | 3.0 |
| 01-58-7-710 | STREET MAINTENANCE | 16,450.50 | 16,450.50 | 92,000.00 | 75,549.50 | 17.9 |
| | TOTAL INFRASTRUCTURE OUTLAY | 17,463.28 | 17,463.28 | 107,000.00 | 89,536.72 | 16.3 |
| | <u>OTHER</u> | | | | | |
| 01-58-9-900 | FEES: AK RR PERMITS | .00 | .00 | 8,000.00 | 8,000.00 | .0 |
| 01-58-9-903 | BEAUTIFICATION | .00 | .00 | 15,000.00 | 15,000.00 | .0 |
| 01-58-9-904 | CHRISTMAS DECORATIONS | .00 | .00 | 3,000.00 | 3,000.00 | .0 |
| 01-58-9-905 | EQUIPMENT OUTLAY | 2,040.57 | 2,040.57 | 10,000.00 | 7,959.43 | 20.4 |
| 01-58-9-912 | FMATS MATCH PARTICIPATION | 3,750.00 | 3,750.00 | 7,500.00 | 3,750.00 | 50.0 |
| 01-58-9-920 | MISCELLANEOUS EXPENSE | 553.07 | 553.07 | 3,000.00 | 2,446.93 | 18.4 |
| 01-58-9-950 | PARKS/TRAILS/GROUNDS SUPPLIES | 2,124.89 | 2,124.89 | 15,000.00 | 12,875.11 | 14.2 |
| 01-58-9-999 | TRANSFER OUT | .00 | .00 | 59,250.00 | 59,250.00 | .0 |
| | TOTAL OTHER | 8,468.53 | 8,468.53 | 120,750.00 | 112,281.47 | 7.0 |
| | TOTAL PUBLIC WORKS EXPENDITURES | 238,390.86 | 238,390.86 | 749,282.00 | 510,891.14 | 31.8 |

**CITY OF NORTH POLE
ORDINANCE 19-09**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2019 PUBLIC WORKS BUDGET TO
INCREASE FUNDING TO HIRE ADDITIONAL PART-TIME
EMPLOYEES**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and,

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

WHEREAS, adjustment in the budget are necessary to remain compliant with council approved authorizations and budget management rules; and

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note for the purpose of hiring additional temporary employees for the Public Works Department.

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

Section. Effective date. This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

| |
|---|
| PASSED/FAILED Yes: No: Absent: |
|---|



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompanying Ordinance/Resolution: 19-09

Originator / sponsor: Bill Butler

Date: June 13, 2019

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

| FUND | Account Description | Account # | Debit | Credit |
|------|---------------------|-------------|--------|--------|
| 01 | Temp / Overhire | 01-58-1-008 | 12,920 | |
| 01 | Benefits | 01-58-1-003 | 2,080 | |
| 01 | Transfer Out | 01-58-9-999 | | 15,000 |
| | | | | |
| | | Total | 15,000 | 15,000 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

To fund Public Works, Salary & Benefits to support the hiring of temporary hires - one additional summer hire and additional funds for temporary hire in the fall/winter 2019 only as needed.

Prepared By: Bill Butler **Date:** 06/13/2019

Finance Approval: Tricia Fogarty **Date:** 06/13/2019

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

**CITY OF NORTH POLE
ORDINANCE 19-10**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2019 OPERATING BUDGET AND OTHER
FUNDS**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and,

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

WHEREAS, adjustment in the budget are necessary to remain compliant with council approved authorizations and budget management rules; and

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note for the purpose managing the City budget.

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

Section. Effective date. This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2019.

Michael W. Welch, Mayor

ATTEST:

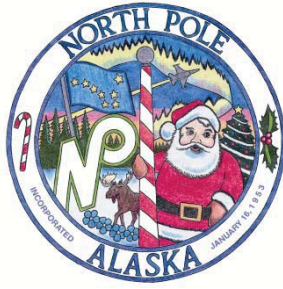
Judy L. Binkley, City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompanying Ordinance/Resolution: JAG Grant Amendment

Originator / sponsor: Chief Dutra

Date: June 12, 2019

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

| FUND | Account Description | Account # | Debit | Credit |
|------|---------------------|-------------|-----------|-----------|
| 11 | Wages Full Time | 11-19-1-004 | 13,510.00 | |
| 11 | Over Time | 11-19-1-007 | 1,130.00 | |
| 11 | Benifits | 11-19-1-003 | 850.00 | |
| 11 | PERS | 11-19-1-004 | 1,467.00 | |
| 11 | Health Insurance | 11-19-1-013 | 2,250.00 | |
| 11 | Grant Revenue | 11-00-3-900 | | 19,207.00 |
| | | | | |
| | | | | |
| | | | | |

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

To authorize the Edward Byrne Memorial Justice Assistance Grant amendment one to increase grant funding by \$19,207.00 for personnel and fringe.

Prepared By: Tricia Fogarty **Date:** June 12, 2019

Finance Approval: Tricia Fogarty **Date:** June 12, 2019

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

STATE OF ALASKA
Department of Public Safety
Grants Administration

GRANT AMENDMENT

| GRANTEE | | DEPARTMENT | |
|--|-------------------------------------|---|----------------------|
| NAME: City of North Pole | | NAME: Department of Public Safety | |
| ADDRESS: 125 Snowman Lane | | ADDRESS: 5700 E. Tudor Road | |
| CITY: North Pole, AK 99705 | | CITY: Anchorage, AK 99502 | |
| CONTACT: Jeremy Lindhag | | CONTACT: April Carlson | |
| TITLE: Lieutenant | | TITLE: Grants Manager | |
| PHONE: 907-488-6902 | | PHONE: 907-269-5082 | |
| EMAIL: jlindhag@northpolepolice.org | | EMAIL: april.carlson@alaska.gov | |
| AWARD INFORMATION | | | |
| PROJECT NAME: Multi-jurisdictional Task Force | | GRANTEE DUNS: 015680010 | |
| PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG) | | GRANT AWARD: 19-JAG1 | |
| FEDERAL AWARD: 2017-DJ-BX-0056 | | PROGRAM CFDA: 16.738 | |
| AWARD AMOUNT: \$120,407.00 | EXTEND END DATE: September 30, 2019 | REQUIRED MATCH: No | |
| PROJECT START: July 1, 2018 | PROJECT END DATE: June 30, 2019 | RISK ASSESSMENT: Yes | |
| BUDGET AMENDMENT | | | |
| Purpose Area: Law Enforcement | | | |
| Cost Category | Original AMOUNT | Amend One | Amend Two |
| Personnel | 51,579.00 | 14,833.00 | 14,388.00 |
| Fringe | 30,521.00 | 4,267.00 | 4,819.00 |
| TOTAL | \$ 82,100.00 | \$ 19,100.00 | \$ 19,207.00 |
| | | | \$ 120,407.00 |
| AMENDMENT JUSTIFICATION | | | |
| Amend One: The original budget funded one investigator position at 100% for 9 months due to funding availability. Additional funds are now available to increase personnel and fringe for an additional 3 months to complete the project. | | | |
| Amend Two: Extend the project end date to September 30, 2019 and increase the budget to complete the project and closeout JAG award 2017-DJ-BX-0056. | | | |
| GRANTEE AUTHORIZATION | | DEPARTMENT AUTHORIZATION | |
| NAME/TITLE: | | NAME/TITLE: | |
| Michael Welch, Mayor | | Colonel Barry Wilson, Director, AST | |
| SIGNATURE: | | SIGNATURE: | |
| DATE: | | DATE: | |

City of North Pole
 FFY17 JAG Grant #19-JAG1
 Budget Review
 06.07.19

Projected Costs through September 30, 2019

| FFY17 JAG | Approved | Actuals | Actuals | Actuals | Actuals | Actuals | PROJECTIONS | | | | Total |
|-----------|------------|-----------|-----------|-----------|----------|----------|-------------|----------|----------|----------|------------|
| Line Item | Budget | Jul-Sep | Oct-Dec | Jan-Mar | April | May | June | July | Aug | Sept | |
| Wages | 66,412.00 | 18,957.89 | 16,774.88 | 15,999.58 | 4,097.60 | 4,097.60 | 6,146.40 | 4,097.60 | 4,097.60 | 6,146.40 | 80,415.55 |
| OT Wages | | | | | | 76.83 | 76.83 | 76.83 | 76.83 | 76.83 | 384.15 |
| Fringe | 34,788.00 | 8,332.27 | 7,204.38 | 8,129.74 | 2,260.00 | 2,260.00 | 3,390.00 | 2,260.00 | 2,260.00 | 3,390.00 | 39,486.39 |
| OT Fringe | | | | | | 24.06 | 24.06 | 24.06 | 24.06 | 24.06 | 120.30 |
| Total | 101,200.00 | 27,290.16 | 23,979.26 | 24,129.32 | 6,357.60 | 6,458.49 | 9,637.29 | 6,458.49 | 6,458.49 | 9,637.29 | 120,406.39 |
| | | | | | 2 PP | 2PP | 3PP | 2PP | 2PP | 3PP | |
| | | | | | 0 hrs OT | 2 hrs OT | 2 hrs OT | 2 hrs OT | 2 hrs OT | 2 hrs OT | |
| | | | | | Total OT | 100.89 | 100.89 | 100.89 | 100.89 | 100.89 | 504.45 |

Justification/Explanation:

North Pole does not anticipate any pay increases during this time. Budget 2 hrs OT each month.

| | EXP | |
|-----------|-------------|-------------|
| Jul-Mar | 75,398.74 | |
| Apr-Jun | 22,453.38 | |
| Sub Total | 97,852.12 | Total SFY19 |
| Jul-Sep | 22,554.27 | Total SFY20 |
| Total | 120,406.39 | |
| Award | -101,200.00 | |
| Amend 2 | 19,206.39 | |

| Tibbets | Amount | |
|-----------|----------|----------------|
| Wages PP | 2,048.80 | PP: Pay Period |
| Fringe PP | 1,130.00 | OT: Overtime |
| Total | 3,178.80 | Wages/Fringe |
| OT hour | 38.42 | |
| OT Fringe | 12.03 | |
| Total | 50.45 | OT/Fringe |

Memorandum

To: *North Pole City Council*
From: *Tricia Fogarty, CFO*
Date: 6/13/2019
Re: Request to lease a copier for City Hall

The current lease with Cannon expired in March 2019. We received a proposal for a new copier with the same functions our current copier has at the same price point.

The lease agreement has been reviewed and approved by Rene Broker with CSG.

Thank you
Tricia

Sara Weber | sweber@arcticoffice.com



*Current Equipment is an IRC5250 with staple finisher, 2/3 hole punch, 4 drawers and single unit fax leased for 60mo FMV at \$391.61

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AGREEMENT

Arctic Office Products

AGREEMENT NO.: 1467659

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: North Pole, City of

ADDRESS: 125 Snowman Ln

North Pole, AK 99705-7708

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

Canon ImageRUNNER ADVANCE C5550i III system

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: \$386.00 (*PLUS TAX)

PURCHASE OPTION: Fair Market Value

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

OWNER ("WE", "US", "OUR")

Arctic Office Machine, Inc.

100 W Fireweed Ln Anchorage, AK 99503-2604

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM.

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE:

SIGNATURE: X

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE:

Approved as to form *OTRBL*
5/24/19