CITY OF NORTH POLE

Regular Meeting June 15, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, June 15 2020
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR	***CITY CLERK***
Michael Welch	
488-8584	488-8583

COUNCIL MEMBERS

Perry Walley – Mayor Pro Tem	347-0135
Santa Claus – Deputy Mayor Pro Tem	388-3836
Aino Welch – Alt. Deputy Mayor Pro Tem	488-5834
DeJohn Cromer	347-2808
David Skipps	750-5106
Thomas McGhee	455-0010

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 1, 2020
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:**
    a. Reconsideration: Request to Approve the Borough Ambulance Contract

12. **New Business:**
    a. Ordinance 20-13, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.36.400 Holidays.
    b. Resolution 20-06, A Resolution of the North Pole City Council Authorizing The City of North Pole To Accept Coronavirus Relief Funds From The State of Alaska.
    c. Request to Approve use of a Request for Proposal approach to solicit construction contractor for the Old Water Treatment Plant Remodel Project.

13. **Executive Session to Discuss Personnel Matters Regarding City Clerk**

14. **Council Comments**

15. **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.

How to Offer Public Testimony at Council Meetings

In response to the COVID-19 pandemic and local/state regulations requiring residents to stay at home, practice social distancing, and limit gatherings, the City of North Pole has created a process for citizens to stay connected with the Council regarding agenda items.

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 488-8583 or by sending an email to kkiehl@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8583 or email kkiehl@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

Council Meetings are aired **live via audio streaming** from the City's website at https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.

NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, JUNE 1, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, June 1, 2020 to order at 7:00 p.m. with the following Council Members in attendance:

Council Members Present:	Santa Claus Thomas McGhee David Skipps Aino Welch Mayor Welch Perry Walley
Absent:	DeJohn Cromer
Excused:	
Also Present:	Tricia Fogarty, Chief Financial Officer Steve Dutra, Police Chief Kim Kiehl, City Clerk/HR Manager Geoff Coon, Fire Chief Chad Heineken, Deputy Fire Chief Kurt Lockwood, Detective

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 Mr. Walley.

APPROVAL OF AGENDA

Mr. McGhee *moved to* **approve the agenda of June 1, 2020.**

Seconded *by* **Mr. Walley.**

Discussion

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

Old Business:

a. Ordinance 20-12, An Ordinance of the North Pole City Council to Establish the Rate of Tax Levy of 2020 Real Property of the City of North Pole.

New Business:

a. Request to Approve the ALMR FY21 Membership Agreement for the City of North Pole.
c. Request to Approve the Fire Mutual Aid Agreement.
d. Request to Approve the Forestry Cooperative Fire Protection Agreement.
f. Resolution 20-05, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts.

Seconded *by* **Mr. Skipps.**

Discussion

Remove New Business Agenda Item "e." Ordinance 20-13, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.36.400 Holidays.

On the amendment.

PASSED
YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Walley, Mayor Welch
NO: 0
ABSTAIN:
Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

PASSED
YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Walley, Mayor Welch
NO: 0
ABSTAIN:
Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mrs. Welch *moved to* **approve the Minutes of May 18, 2020**

Seconded *by* **Mr. Skipps.**

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF MAY 18, 2020 AS FOLLOWS:

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Walley, Mayor Welch
NO: 0
ABSTAIN:
Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

a. Eielson Air Force Base Economic Impact Statement.
b. Explore Fairbanks request for CARES Act funds.
c. Meeting with FNSB Mayor Ward regarding CARES Act.
    a. Common Contract Service Provider without abrogating our rights as a political subdivision.
    b. FNSB Assembly meeting June 11th.
    c. Mr. Claus discussed liability matters.
    d. Mr. McGhee indicated he will have questions at the June 15th Council meeting regarding how much participation we might anticipate from businesses and residents under our utilities within the City.
    e. Request for Board members to be on a committee.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

a. Mr. McGhee requested the Mayor pay Madam CFO for the reimbursement he was provided for a computer he purchased on his personal card and then returned.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Department is doing well – below budget projections.
- Hired one officer, will start June 10th. Second officer should start in a couple days.
- RFP – ITF has been awarded and Notice to Proceed has been given.
- Long has started wiring installation for camera systems in City Hall and NPPD.
- Stats ending May 31st.
    - Total Calls – 366
- RFP for range is complete and initial site locating has begun. DOWL from Anchorage has won the bid.
- June 6th from 10-1 we will be working on dirt and grass at NP Memorial Park. Please join us with a shovel and rake if you would like to help. Please RSVP if you plan on helping.
- Replaced water heater since the on-demand system went down again.
- Skateboard park – working to see about a camera set-up to help keep lid on things.

Finance, Tricia Fogarty

- Uploaded Sales Tax for April, YTD this year over last up $79,000.00.
- Onboarding call with Clear.Gov
    - Set up timeline, up and running by mid to late July.

- KSH here tomorrow for second time.
    - Looking at grant files and Moose Creek project.
    - Please answer email.
- Sorry to see City Clerk to leave.

Fire Department, Chief Coon

- Fire danger is moderate and burning is allowed.
- 557 emergency calls this year, average of 3.6 per day.
- Alaska has had 467 COVID-19 cases with 368 total recovered, 10 deaths.
    - FNSB are has had 85 total cases (unchanged from last report).
- Please continue to work on the ICS classes.
- The Command truck is scheduled to be done in August.
- NPFD is fully staffed at this time.
    - Request the Council to look at and revise the pay scale.
- Training – One member completed their FF-2 testing and is awaiting results.
- Maintenance Report – Half way done with testing over 200 fire hydrants.

Mr. McGhee – Task Chief Coon and Chief Dutra to bring pay recommendations to next meeting.

Borough Representative

- Mrs. Welch – No Borough meeting attended since first meeting of the month.
- Gave report for the Economic Development Commission meeting attended on May 19th.

City Clerk

- Open enrollment June 1-20, 2020.
    - Email to all staff May 27, 2020 providing information and required forms.
    - Changes go into effect July 1, 2020.
- Mr. Claus – Reads letter addressed to Madam Clerk into the record.

ONGOING PROJECTS

- Mayor Welch discussed IGU regarding gas line.
    - IGU representative here for July 6th meeting.

CITIZEN'S COMMENTS – (Limited to Five (5) minutes per Citizen)

- Steve Dutra, 125 Snowman Ln North Pole AK 99705
    - Thank you to City Clerk.

NEW BUSINESS

b. Request to Approve the Borough Ambulance Contract.

MOTION TO APPROVE REQUEST TO APPROVE THE BOROUGH AMBULANCE CONTRACT.

Mr. McGhee *moved to* **Approve the Request to Approve the Borough Ambulance Contract.**

Seconded *by* **Mrs. Welch.**

Discussion

- Discussion was held regarding the request to approve the Borough ambulance contract.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE REQUEST TO APPROVE THE BOROUGH AMBULANCE CONTRACT.

YES: 3 –Mrs. Welch, Mr. Walley, Mayor Welch
NO: 3 – Mr. McGhee, Mr. Skipps, Mr. Claus
ABSTAIN:
Mayor Welch declared the MOTION FAILED.

Council Comments

Mr. McGhee, Mr. Skipps, Mr. Walley, Mr. Claus, and Mrs. Welch thanked the outgoing City Clerk.

Mr. McGhee *moved to* **adjourn the meeting at 8:17 p.m.**

Seconded *by* **Mr. Walley.**

The regular meeting of Monday, June 1, 2020 adjourned at 8:17 p.m.

_____
Michael W. Welch, Mayor

ATTEST:

_____
, City Clerk

Kim Kiehl

From: Santa Claus
Sent: Tuesday, June 02, 2020 10:44 AM
To: Kim Kiehl
Subject: RE: Request to Approve the Borough Ambulance Contract

Yes, Thank you.

_____

From: Kim Kiehl
Sent: Tuesday, June 2, 2020 10:10 AM
To: Santa Claus
Subject: RE: Request to Approve the Borough Ambulance Contract

Santa,

To clarify, are you requesting this be brought back to the next council meeting for reconsideration? Thank you.

Best.

Kim

Kim Kiehl
City Clerk/HR Manager
City of North Pole
125 Snowman Lane
North Pole, AK 99705
W (907)488-8583
F (907)488-3002
kkiehl@northpolealaska.org

-----Original Message-----
From: Santa Claus
Sent: Tuesday, June 02, 2020 10:09 AM
To: Kim Kiehl <KKiehl@northpolealaska.org>
Subject: RE: Request to Approve the Borough Ambulance Contract

Good morning, Kim:

I hereby confirm my request that the Borough Ambulance Contract be approved.

Thank you, Santa

_____

From: Kim Kiehl
Sent: Tuesday, June 2, 2020 8:59 AM
To: Santa Claus
Subject: Request to Approve the Borough Ambulance Contract

Good morning Santa,

Can you please confirm your verbal request to me last night regarding the Request to Approve the Borough Ambulance Contract? I should have your request in writing. Thank you.

Best.

Kim

Kim Kiehl
City Clerk/HR Manager
City of North Pole
125 Snowman Lane
North Pole, AK 99705
W (907)488-8583
F (907)488-3002
kkiehl@northpolealaska.org<mailto:Tricia.Fogarty@northpolealaska.org>

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Borough ambulance contract

The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of $484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon

Geoff Coon

From: Chris Zimmerman <chris@mzwlaw.com>
Sent: Monday, May 18, 2020 1:38 PM
To: Geoff Coon
Cc: Sarah Haines
Subject: RE: ambulance contract.

Good afternoon Chief,

As we discussed on the phone, the data collection seemed to be the only difference between the present contract and the new one. I didn't see anything that raised red flags. If you are satisfied, I'd say go ahead and forward it to the Council. Thanks for allowing me to assist with this.

Chris

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

The information contained in this message is intended for the addressee or addressee's authorized agent. The message may contain information that is privileged, confidential, or otherwise exempt from disclosure. If the reader of this message is not the intended recipient or recipient's authorized agent, then you are notified that any dissemination, distribution or copying of this message is prohibited. If you have received this message in error, please notify the sender by reply email and promptly destroy the original and any copies of the message and any attachments.

From: Geoff Coon <GCoon@northpolefire.org>
Sent: Monday, May 18, 2020 1:33 PM
To: Chris Zimmerman <chris@mzwlaw.com>
Cc: Sarah Haines <sarah@mzwlaw.com>
Subject: RE: ambulance contract.

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris:
I had a meeting with the FNSB regarding the data collection that I was concerned about. It does not appear that this will be a problem and I no longer have any reservations about the contract. If you do not have any issues with the contract I will send it to the council for possible adoption on the June 1st meeting.

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

From: Chris Zimmerman <chris@mzwlaw.com>
Sent: Wednesday, May 06, 2020 10:04 AM
To: Geoff Coon <GCoon@northpolefire.org>
Cc: Sarah Haines <sarah@mzwlaw.com>
Subject: RE: ambulance contract.

Good morning Chief Coon,

I am going to have a look at the contract today. I will get back to you with any questions. Thank you for allowing me to assist with this.

Chris

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

The information contained in this message is intended for the addressee or addressee's authorized agent. The message may contain information that is privileged, confidential, or otherwise exempt from disclosure. If the reader of this message is not the intended recipient or recipient's authorized agent, then you are notified that any dissemination, distribution or copying of this message is prohibited. If you have received this message in error, please notify the sender by reply email and promptly destroy the original and any copies of the message and any attachments.

From: Geoff Coon <GCoon@northpolefire.org>
Sent: Tuesday, May 05, 2020 11:15 AM
To: Chris Zimmerman <chris@mzwlaw.com>
Subject: FW: ambulance contract.

EXTERNAL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris:
We had the same issue this year. Our city attorney had a conflict with the FNSB and disqualified themselves from reviewing it. I am including my corespondance that I had with Zane. But please call me if you have questions.

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

From: Geoff Coon
Sent: Friday, May 01, 2020 1:49 PM

To: 'zane@alaskalaw.com' <zane@alaskalaw.com>
Subject: ambulance contract.

Zane:
Here is our ambulance contract. It also includes a business associate agreement(and agreement that we won't give up protective info and that we are liable if we do) and appendix 2which is the data that I discussed with you on the phone (this is referenced in section 7 B. and then the annex is included at the end of the document).

This section 7.B is a problem because I have never collected this data before and neither has the FNSB so I am hesitant to agree to do something that I don't completely understand or know how to do.

The FNSB was commanded by CMS to collect this info and has essentially kicked it off on all of the ambulance contractors. Chief Scott Learned is working with the borough on how this will look but we don't know how much time or what resources will be needed to collect the info. During our January meetings I expressed to Mayor Ward and Emergency management that the contractor should be compensated for doing this or the FNSB should collect the data themselves. The problem is they don't have access to all of the info but I would help or give them access to it, but it went nowhere and now they want me to do it as written.

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

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Fire Mutual Aid Agreement

The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of $484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 6/1/20

Re: Fire Mutual Aid Agreement

The North Pole Fire Department would like the city of North Pole to consider accepting the contract from the FNSB to provide pre-hospital emergency medical and ambulance services from July 1st 2020 until June 31 2021 for the sum of $484,765.00

The contract amount is all inclusive for the total cost to provide service to include, personnel, equipment, ambulances, dispatch fees, medical direction, supplies, and maintenance.

The contract has been reviewed by Mr. Zimmerman at Zimmerman and Wallace law firm and the contract is nearly identical as last contract with the exception of an additional requirement to provide the Borough data.

Fire Chief:

Geoffrey L. Coon

Fairbanks North Star Borough Emergency Operations Department
3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1481 • FAX 459-1119

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

Section 1. Parties

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

Section 2. Duties of the Contractor

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

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

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

B. 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.

1 Privacy Laws. Contractor shall sign an agreement (attached as Appendix 1-BAA) with the Borough to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws. The Contractor shall provide all patients a Borough approved Notice of Privacy Practices (NPP).

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

3. Training and Level of Service.

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

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

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

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

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

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

g. When necessary, the Contractor may summon the assistance of the closest fire department that is authorized to perform such duties as may be required at the emergency scene. The contract amount is inclusive of all amounts necessary to reimburse any such fire department for these services.

Section 3. Duties of the Borough

A. The Borough shall pay the Contractor for this contract the sum of $484,765. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly and ratification by the North Pole City Council.

The Borough will make a payment equal to ½ of the total contract amount to the Contractor on or about July 15th. Upon timely receipt of all reports listed in Section 7, the remainder of the contract will be paid in equal amounts (1/4 of the total contract amount) on or about January 15th and April 15th respectively.

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

Section 4. Contract Term, Termination, Integration

A. Term. This contract shall cover a period from July 1, 2020, unless otherwise notified by the Borough and shall terminate on June 30, 2021. The contract shall become effective on the date of signing.

B. Termination. This contract may be terminated by:

1. Mutual written consent of the Borough and Contractor;

2. Written request by either party based on non-performance of the other party, after sixty (60) calendar day notice. This notification time shall permit resolution of any disagreements.

3. Abandonment by Contractor. If the Borough terminates this contract for nonperformance or abandonment, the Borough may have the services provided by another Contractor and may use funds originally allocated to the Contractor under this agreement. The Contractor under this agreement is responsible to return to the Borough any unused or unencumbered funds. Likewise, the Borough will retain any undistributed contract funds should termination of the contract occur.

4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

C. 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.

D. 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.

E. 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.

F. 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.

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

Section 5. Contract Representatives - Notices

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

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

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

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

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

Section 6. Financial Records

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

B. An auditor selected by the Borough may conduct a special independent audit of the Contractor's records upon a finding by the Borough Mayor, in the Mayor's sole discretion, that such special audit is deemed appropriate. The Borough shall pay the cost of such audit. However, if such audit reveals that the Contractor has materially deviated from its fiscal responsibilities under terms of this contract, the Contractor will be billed for said audit.

Section 7. Reporting Requirements

A. The Contractor will adhere to all reasonable billing and response accountability procedures as requested by the Borough Emergency Operations Director, including complying with electronic reporting standards as adopted by the State of Alaska.

B. The Contractor will collect and provide to the Borough data to allow the Borough to fulfill its reporting requirements to the Medicare Ground Ambulance Data Collection System. The required information for collection and reporting for the Medicare Ground Ambulance Reporting System is described in Appendix 2.

C. The Contractor will track the following response times:

1. Turnout time: The time interval that begins when the emergency response unit is notified by receipt of an audible alarm over the dispatch frequency and ends when the response unit with the capability to address the emergency starts to drive.

2. Travel Time: The time interval that begins when a unit is enroute to the emergency incident and ends when the unit arrives on scene (i.e. when the unit arrives at the incident location or is staged ready to take action when ordered or cleared to do so).

3. Initiating Action/Intervention Time: The time interval from when a unit arrives on the scene to the initiation of emergency mitigation (e.g. "water on the fire" or "at patient").

4. In-Service Time: When the unit is available after a response to be dispatched to another emergency call with the full capability to address the new emergency (e.g. "Clear of Call" or "Returning to Station" time).

The Contractor shall provide the Borough Emergency Operations Director, by the10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time, Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patent transported). If the borough has access to the electronic data, it may run this report.

D. The Contractor agrees to allow access to the Contractor's ePCR system by the Borough for the purpose of verifying monthly run activity reports.

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.

E. 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.

1.

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

Section 9. Ownership of Records

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

Section 10. Indemnification

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

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

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

CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT

SIGNATURE PAGE

APPROVED:_____ DATE:_____
Mayor
City of North Pole

PRINTED NAME: _____

APPROVED: _____ DATE_____
Bryce J. Ward, Mayor
Fairbanks North Star Borough

ATTEST:_____ DATE:_____
April Trickey
Fairbanks North Star Borough Clerk

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

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

BUSINESS ASSOCIATE AGREEMENT
between
FAIRBANKS NORTH STAR BOROUGH,
and
CITY OF NORTH POLE

This Business Associate Agreement ("Agreement") between the Fairbanks North Star Borough ("FNSB") and the City of North Pole ("EMS Contractor") (collectively the "Parties") is effective July 1, 2020. This Agreement supplements and is made a part of the contract effective July 1, 2020 titled "EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT" ("Contract") entered into by FNSB and the EMS Contractor which is currently in effect or as may be amended, supplemented, or extended from time to time.

1. The EMS Contractor is a Health Care Provider and Covered Entity that also performs services on behalf of FNSB as FNSB's Business Associate. FNSB and the EMS Contractor agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the American Recovery and Reinvestment Act of 2009 ("HITECH"), as set forth in Title 45, Parts 160, 162, and 164 and Title 42, Part 1320d of the Code of Federal Regulations (the "CFR"). In the event of conflicting terms or conditions between this Agreement and the Contract, the terms of this Agreement shall supersede the conflicting terms of the Contract. As of the effective date, this Agreement shall supersede any prior business associate agreement between the Parties.

2. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in 45 CFR Parts 160, 162, and 164 and are incorporated herein by reference. Protected Health Information ("PHI") shall have the meaning given in 45 CFR §160.103, limited to information EMS Contractor received from FNSB or created, received, or maintained on behalf of the FNSB to provide emergency medical and ambulance services and produce Patient Care Reports (PCRs). Section 7 of the Contract identifies the specific PCR data set.

3. Joint Notice of Privacy Practices. In coordination with FNSB's Privacy Officer, the EMS Contractor shall develop and, as soon as practicable, provide all patients a Joint Notice of Privacy Practices (JNPP). The JNPP shall at all times reference FNSB's billing and collection and activities and include the contact information for both the EMS Contractor and FNSB.

4. Use and Disclosure of Protected Health Information. The EMS Contractor shall use and/or disclose PHI only if such use and/or disclosure is in compliance with each applicable requirement of 45 CFR 164.502(a) and § 164.504(e), limited to those uses and/or disclosures necessary to provide EMS Service, satisfy the EMS Contractor's obligations under law, this Agreement, the Contract, or as otherwise authorized in writing by the FNSB. The EMS Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 (the "Privacy Rule") if done by FNSB, except for the specific uses and disclosures set forth below in Section 4.

5. EMS Contractor's Operations.

(a) The EMS Contractor may use PHI only to the extent necessary for the EMS Contractor's proper management and administration or to carry out the EMS Contractor's legal responsibilities.

(b) The EMS Contractor may disclose such PHI as necessary for the EMS Contractor's proper management and administration, or to carry out the EMS Contractor's legal responsibilities, provided that:

(i) The disclosure is required by law; or

(ii) The EMS Contractor obtains reasonable assurance, evidenced by written contract from any person or organization to which the EMS Contractor discloses such PHI, that such person or organization shall:

(1) hold such PHI in confidence and use or further disclose it only for the purpose for which the EMS Contractor disclosed it or as required by law; and

(2) notify the EMS Contractor (who shall in turn promptly notify the FNSB) of any instance in which the confidentiality of such PHI was breached.

6. Data Aggregation Services. The EMS Contractor may use PHI to provide Data Aggregation Services related to the FNSB's Health Care Operations as permitted by 45 CFR § 164.504(e)(2)(i)(B).

7. De-Identification of PHI. The EMS Contractor may de-identify PHI in the course of providing services to the FNSB.

8. Privacy Rule Compliance. To the extent the EMS Contractor carries out the FNSB's obligations under the Privacy Rule, the EMS Contractor shall comply with the requirements of the Privacy Rule that apply to the FNSB in the performance of such obligations.

9. PHI Safeguards. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI.

10. Minimum Necessary. When using, disclosing, or requesting PHI to and from the FNSB, the FNSB's other EMS Contractors, and EMS Contractors' subcontractors or agents, the Parties shall limit PHI, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request in accordance with guidance provided by the Secretary of the Department of Health and Human Services. The Parties acknowledge that each may rely on the other's determination of the minimum necessary for compliance with the minimum necessary standards.

11. Electronic Protected Health Information Security and Integrity. The EMS Contractor and the FNSB acknowledge that, Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* apply to the EMS Contractor as a business associate of FNSB. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards in compliance with Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that the EMS Contractor creates, receives, maintains, or transmits on behalf of the FNSB.

12. Security Incidents. The EMS Contractor shall report to the FNSB any "Security Incident," as defined in 45 CFR § 164.304, of which it becomes aware. The report will be made in accordance with the reporting procedures of this Agreement described in Section 19 below. The EMS Contractor agrees to identify and respond to suspected or known Security Incidents; mitigate harmful effects of Security Incidents, to the extent practicable; and document Security Incidents and their outcomes.

13. Subcontractors and Agents. The EMS Contractor shall require each of its subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the FNSB to agree in writing to the same restrictions, conditions, and requirements that apply to the EMS Contractor with respect to such PHI.

14. Access to PHI. EMS Contractor shall make available PHI in a Designated Record Set to the FNSB upon its request or as directed by the FNSB, to an Individual to meet the requirements under 45 CFR § 164.524 and applicable state law. The EMS Contractor shall provide FNSB access within ten business days of the request.

15. Amending PHI. EMS Contractor shall make any amendment(s) to PHI in a Designated Record Set that the FNSB directs or agrees to pursuant to 45 CFR § 164.526 within twenty business days.

16. Accounting of Disclosures of PHI. EMS Contractor shall document such disclosures of PHI and Electronic Health Records and information related to such disclosures as would be required for the FNSB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and shall provide such accounting of disclosures within twenty business days.

17. Sales of PHI and Marketing. The EMS Contractor agrees that it shall not engage in the sale of PHI and shall not directly or indirectly receive remuneration in exchange for PHI unless expressly permitted by the Contract and applicable law.

18. Access to Books and Records.

(a) The EMS Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the FNSB and to DHHS or its designee for the purpose of determining the FNSB's compliance with HIPAA. The EMS Contractor shall notify the FNSB in writing within 10 days of any request by DHHS for information relating to the FNSB, and upon request from the FNSB provide the FNSB a copy of any such information that is provided to DHHS.

19. Reporting. If the EMS Contractor becomes aware of any unauthorized use or disclosure, or Breach of PHI, it shall submit a written report of the incident to the FNSB's Privacy Official promptly, but not more than five business days after the EMS Contractor's discovery of the Breach. The EMS Contractor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify each individual whose unsecured PHI has been, or is reasonably believed by the EMS Contractor to have been, accessed, acquired, or disclosed; (c) identify the PHI used or disclosed including the types of identifiers and the likelihood of re-identification; (d) identify who

made the unauthorized use or received the unauthorized disclosure; (e) identify whether the PHI was actually acquired or viewed; (f) identify what the EMS Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (g) identify what corrective action the EMS Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (h) provide such other information, including a written report, as reasonably requested by the FNSB's Privacy Official. The EMS Contractor shall cooperate with the FNSB in providing any notice to affected Individuals, local media, and governmental agencies as required by law.

(a) The EMS Contractor also agrees to report all information necessary about any breaches of PHI in order for the FNSB to include such information in the FNSB's log of Breaches filed annually with DHHS.

(b) The EMS Contractor agrees to cooperate with the FNSB in preparing and sending Breach notifications and shall pay the costs of such notifications for Breaches associated with PHI that was involved with a Breach by the EMS Contractor or its agents or subcontractors. The EMS Contractor shall not send Breach notifications to HHS, the media, or any individual without first notifying the FNSB.

20. Mitigation. The EMS Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the EMS Contractor of a use or disclosure of PHI by the EMS Contractor in violation of this Agreement.

21. Independent Contractor Not an Agent. The Parties agree that the EMS Contractor is acting as an independent contractor, and is not acting as an agent of the FNSB under either this Agreement or the Contract. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties. No acts performed, or words spoken by either Party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either Party in connection with the performance of any of its obligations hereunder shall be solely at that Party's own risk. Each Party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

22. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the FNSB to comply with applicable law.

23. Termination. Termination is generally addressed in Section4C of the Contract. The following reasons for termination are in addition to those stated in the Contract.

(a) Upon either Party's knowledge of a material breach of this Agreement by the other Party or its subcontractors or agents, the non-breaching Party shall provide an opportunity for breaching Party to cure the breach or end the violation. If the breaching Party, or its subcontractors or agents, do not cure the breach or end the violation within (30) days, or if cure is not possible, the non-breaching Party shall have the right to immediately terminate this Agreement and the Contract.

(b) Notwithstanding any other provision of this Agreement or the Contract, either Party shall have the right to terminate this Agreement and the Contract if it determines, in its sole discretion, that the other Party or its subcontractor or agents has violated a material term of this Agreement related to the use or disclosure of PHI or any provision of 45 CFR Parts 160, 162 and 164. This right may be exercised by providing written notice to the other Party of termination, with such

notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified in such notice.

(c) This Agreement shall also automatically terminate at the earlier of the completion of the Contract Services, upon the Parties entering into a successor Agreement, or upon termination as provided for in this Agreement.

24. Return or Destruction of PHI.

(a) Except as provided in section (b) below, upon termination the EMS Contractor shall return all PHI to the FNSB or destroy all PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the EMS Contractor. The EMS Contractor shall retain no copies of the PHI. The EMS Contractor shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination of the Contract. The EMS Contractor shall retain no copies of the PHI.

(b) In the event that the EMS Contractor determines that returning or destroying the PHI is infeasible, the EMS Contractor shall provide within 30 days of the effective date of termination written justification explaining why such PHI could not be returned or destroyed. Upon verification by the FNSB that the return or destruction of PHI is infeasible, the EMS Contractor shall extend the protections of this Agreement to such PHI, and limit further use and disclosure of PHI to those purposes that make the return or destruction infeasible for so long as the EMS Contractor maintains such PHI.

25. Survival. The EMS Contractor's obligations under Sections 12, 19, 24(b), 26, and 28 of this Agreement shall survive the termination of this Agreement.

26. Reimbursement. The EMS Contractor agrees to reimburse FNSB for any and all costs and expenses incurred as a result or arising directly or indirectly out of FNSB's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et.seq.* as a result of a Breach by the EMS Contractor, including but not limited to all costs associated with FNSB's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in the Contract shall not apply to this Agreement.

27. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties' compliance with HIPAA.

28. Governing Law. The laws of the State of Alaska apply when interpreting this Agreement. Venue shall be in the Fourth Judicial District at Fairbanks, Alaska.

29. Regulatory References. A citation in this Agreement to any regulation or law shall mean the cited section as that section may be amended from time to time.

30. Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable

to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

31. No Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.

32. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other the EMS Contractor agreements or agreements related to patient data and the access, use, privacy, security, and confidentiality of patient data.

33. Notice. All reporting pursuant to this Agreement shall be to the Privacy Officer at the Fairbanks North Star Borough and shall include a courtesy copy sent to Dgibbs@fnsb.us.

34. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

City of North Pole

By: _____

Print Name: _____

Title: _____

Date: _____

Fairbanks North Star Borough

By: _____

Print Name: _____

Title: _____

Date: _____

Medicare Ground Ambulance Data Collection System
Required Information for Collection and Reporting
November 1, 2019

Introduction

This document lists the specific information that sampled ground ambulance organizations must collect and report through the Medicare Ground Ambulance Data Collection System. The list is organized in four sections:

A. Organizational characteristics
B. Services provided
C. Information on costs
D. Information on revenue

We are providing this list as an additional resource to ground ambulance organizations preparing to collect and report information. A printable version of the data collection instrument is available from the CMS ambulance services center website at https://www.cms.gov/Center/Provider-Type/Ambulances-Services-Center.html. Please see the printable data collection instrument for additional details on specific questions and instructions. The ambulance services center website lists other resources that may be helpful to ground ambulance organizations preparing to collect and report information as part of Medicare's ground ambulance data collection system. Please email AmbulanceDataCollection@cms.hhs.gov if you have questions regarding the data collection system.

General Data Collection and Reporting Principles

Avoiding double counting. It is important that staff, costs, and revenue are reported *only once* to avoid double-counting. As an example, if you have staff with both emergency medical technician (EMT) and administrative responsibilities, do not report their hours worked and compensation in both the EMT and administration/facilities categories. The data collection instrument includes instructions on how to assign staff, costs, and revenue to only one category for the purposes of reporting.

Collecting and reporting required information that you may not currently track. Some ambulance organizations may need to reach out to individuals outside their organization to gather information that is not currently tracked. As an example, if your organization is part of a local government or broader parent entity that pays for certain of your ground ambulance costs (e.g., if your municipality pays facility rent or benefits for staff), you will need to collect and report that information in order for CMS to get a full picture of the costs of operating your ground ambulance organization.

Required Information for Collection and Reporting

Selected ground ambulance organizations must collect and report all information listed below that is applicable to their organization. We list information applicable only to certain types of ground ambulance organizations based on organizational characteristics and services provided in boxes. Unless otherwise specified, all questions ask for information relevant to your organization's continuous 12-month data collection period.

A. Organizational Characteristics

- Your organization's National Provider Identifier(s) (NPIs). You will be asked to report information for one NPI only. NPIs are 10-digit numbers used to uniquely identify healthcare providers in a standard way. See https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProvIdentStand/ for more information.
- Your organization's name, contact information, data collection and reporting periods (will be prepopulated to the extent possible based on the information you provided to your Medicare Administrative Contractor), and your organization's ownership type. Check the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) to see if the information you are including here aligns with what CMS has in their enrollment system and make changes as necessary. You can view your current enrollment record and instructions for updating enrollment information at https://pecos.cms.hhs.gov/pecos/login.do.
- Whether your organization uses any volunteer labor.
- How you categorize your ground ambulance organization among several organization types.
- Whether your organization provides services other than ground ambulance services.
- Whether your organization provides certain types and levels of services.
- Your organization's overall staffing model.
- The ZIP codes which you consider to comprise your primary service area.
- The ZIP codes which you consider to comprise your secondary service area, if applicable.

B. Services Provided

- Your organization's approximate average trip time in its primary service area and, if applicable, in its secondary service area.
- Number of total responses for all calls for service.
- Number of total ground ambulance responses involving a fully equipped and staffed ground ambulance, regardless of whether the response resulted in a transport.
- Whether your organization's ground ambulance responses rely on staff from another non-transporting organization (such as a local fire department) including the share of ground ambulance responses involving a non-transporting agency and the types of staff involved.
- If applicable, the share of ground ambulance responses that are in your organization's secondary service area.
- Your organization's number of ground ambulance responses that *did not* result in a transport and, of these, the share where the patient received medical treatment on site.
- Your organization's number of ground ambulance responses that *did* result in a transport.

- Your organization's number of ground ambulance transports that were paid in part or in full by any health insurer or patient.
- Whether your organization participates in standby events (paid or unpaid).
- The number of paramedic intercepts where your organization provided Advanced Life Support (ALS) staff in response to calls for service for which another organization provides an ambulance.
- The share of ground ambulance transports by type of service by billing code.
- The share of ground ambulance services that were interfacility.

Box 1: Services Provided Information Applicable to Certain Organization Types

Organizations Part of a Broader Parent Organization:

- Your parent organization's number of ground ambulance transports, including the number of transports across all ground ambulance organizations and NPIs owned or operated by the parent organization.

Organizations Responding to Emergency Calls for Service:

- How your organization currently tracks response times.
- Average and 90th percentile response times in your organization's primary service area and, if applicable, average response time in your organization's secondary service area. Whether your organization is required or incentivized to meet response time targets.
- The share of ground ambulance responses that were emergency and non-emergency.

Organizations Operating Water Ambulances:

- The share of ground ambulance responses involving a water ambulance.

C. Information on Costs

Total Costs

- Your organization's total costs, including costs unrelated to ground ambulance services. Note: We are asking for your organization's total costs in one separate question at the end of the cost section in the data collection instrument. You are being asked a series of more detailed cost questions to help us better understand where these costs are coming from.

Staffing and Labor Costs

- Whether your organization uses paid and/or volunteer staff in specific categories of emergency medical technician (EMT) and other response staff categories.
- Whether your organization uses paid and/or volunteer medical director staff and staff in specific administration/facility categories.
- Total annual hours worked and total compensation for paid staff by staff category.
- Whether your organization has staff performing specific roles such as billing, data analysis, training, and medical quality assurance more than half-time.

Box 2: Staffing and Labor Cost Information Applicable to Certain Organization Types

Organizations using volunteer labor:

- The total number of EMT/response and of administrative/facilities volunteers. Total annual hours worked by volunteer staff by staff category.
- Total costs associated with volunteer staff.

Fire Department and/or Police Department-Based Organizations:

- The number of total annual hours worked by category by individuals who are fire fighter/EMTs and police officer/EMTs.

Organizations with Responsibilities other than Ground Ambulance, Fire, and Police:

- The number of annual hours unrelated to ground ambulance, fire, or police services worked by category.

Organizations Part of a Broader Parent Organization:

- Allocated compensation for administrative/facilities staff.

Facility Costs

- Information on each facility used by your organization related to ground ambulance services such as whether your organization pays mortgage or lease payments for each facility, whether the facility is owned outright or donated, the square footage of the facility, and the share of the facility related to ground ambulance services.
- Annual costs associated with each facility due to mortgage and lease payments or depreciation.
- Combined facilities-related insurance costs, maintenance and improvements costs, utility costs, and facility taxes.

Vehicle Costs

- Information on each ambulance used by your organization related to ground ambulance services such as whether the ambulance was used to transport patients, whether the ambulance was donated, the annual depreciated value of the ambulance if owned, payment amount if leased, and whether the ambulance was remounted and at what cost if owned.
- Information on each non-ambulance vehicle used by your organization related to ground ambulance services such as the vehicle type, whether the vehicle was donated, the annual depreciated value of the vehicle if owned, and the payment amount if leased.
- The total miles traveled by ambulance and non-ambulance vehicles.
- Combined vehicle-related registration, license, insurance, maintenance, and fuel costs as well as estimates of the breakdown of maintenance and fuel costs across different types of vehicles.

Equipment, Consumable, and Supply Costs

- Total annual depreciated costs and total annual maintenance, certification, and service costs for capital medical equipment.
- Total annual costs associated with medications. If your organization does not have any costs related to medications, you will be asked to indicate a reason why.

- Total annual costs for medical supplies and consumables. This amount excludes costs related to capital medical equipment and medication reported elsewhere.
- Total annual depreciated costs and total annual maintenance, certification, and service costs for capital non-medical equipment.
- Total annual costs associated with uniforms.
- Total annual costs for non-medical supplies. This amount excludes costs associated with medical supplies, all capital equipment, and uniforms, all of which are reported elsewhere.

Other Costs

- Whether your organization contracts for billing, accounting, vehicle maintenance and repair, dispatch and call center, facilities maintenance, or information technology services and, if so, the annual cost for the service and the share associated with ground ambulance services. You will report a single cost for contracted services in each category.
- Whether your organization has any other costs related to ground ambulance services not reported elsewhere. While the instrument lists many categories, you may also enter your own categories if necessary to ensure all costs are reported.

Box 3: Facility, Vehicle, Equipment, Consumable, Supply, and Other Cost Information Applicable to Certain Organization Types

Organizations Part of a Broader Parent Organization:
- Allocated annual parent organization costs.

D. Information on Revenue

- Your organization's total revenue, including revenue unrelated to ground ambulance services.
- Revenue from different types of health care payers. Specific categories include fee-for-service (FFS) Medicare, Medicare Advantage (i.e., Medicare managed care), FFS Medicaid, Medicaid managed care, TRICARE, Veteran's Health Administration, commercial insurance, workers' compensation, and patient self-pay. You will be asked whether patient cost sharing is included in the amount you report for each payer category or in the patient self-pay category.
- Whether you routinely bill for transports of patients with different sources of coverage. The specific categories are the same as those listed above.
- Whether your organization realized revenue from any other sources.

Sponsored by: Mayor Michael W. Welch
Introduced: June 15, 2020

ORDINANCE 20-13

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA AMENDING TITLE 2, ADMINISTRATION AND PERSONNEL, SECTION 2.36.400 HOLIDAYS

WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement; and

WHEREAS, the City of North Pole ~~Municipal Code~~ *personnel code* should be amended *as necessary to better meet the needs* ~~to conform to the requirements~~ of the City and to clarify *any ambiguities* ~~questionable areas~~.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. ~~Amend Title~~ *Chapter 2.36* ~~2~~ of the North Pole Municipal Code of Ordinances *is amended* as follows:

2.36.400 Holidays.

A. All City employees, excluding temporaries and casuals, shall be entitled to the holidays listed below with pay. Except as noted in subsection (D) of this section, full-time employees shall receive regular straight time compensation *commensurate with the number of hours they are regularly scheduled to work*; part-time employees shall be paid straight time compensation in proportion to the number of hours regularly scheduled to work. Any hours worked on a holiday will be paid at holiday rate of pay (double time).

Dates Observed

	Shift Workers		Non-Shift Workers
1.	News Year's Day	Jan 1st	Jan 1st or refer to NPMC 2.36.400(B)
2.	Martin Luther King, Jr. Day	3rd Mon in Jan	3rd Mon in Jan
3.	President's Day	3rd Mon in Feb	3rd Mon in Feb
4.	Memorial Day	Last Mon in May	Last Mon in May
5.	Independence Day	July 4th	Jul 4th or refer to NPMC 2.36.400(B)
6.	Labor Day	1st Mon in Sept	1st Mon in Sept
7.	Personal Holiday		

Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic

Sponsored by: Mayor Michael W. Welch
Introduced: June 15, 2020

Dates Observed

	Shift Workers	Non-Shift Workers
8. Veterans Day	Nov 11th	Nov 11th
9. Thanksgiving Day	4th Thurs in Nov	4th Thurs in Nov
10. Christmas Day	Dec 25th	Dec 25 or refer to NPMC 2.36.400(B)

B. If any such holiday falls on Sunday, the following Monday shall be given as a holiday. If any such holiday falls on a Saturday, the preceding Friday shall be given as a holiday. This provision applies to administrative personnel only. This provision does not apply to shift duty.

C. The day a holiday is observed may be adjusted by Chief Executive to conform with holiday dates observed by the State or Federal government.

D. ~~A shift~~ *All other* employee*s* whose regular day off falls on a City holiday shall accrue ~~an additional eight hours of~~ leave *commensurate with the number of hours they are regularly scheduled to work*.

E. Holidays which occur during a properly approved leave shall not be charged leave time. *(Ord. 00-09 § 2, 2000; Ord. 98-12 § 2, 1998)*

F. ~~When a holiday falls on an employee's regular day off, the next working day shall be considered a holiday for pay purposes. In such cases, the holidays stipulated in subsection (A) of this section shall be considered a regular workday. (Ord. 00-09 § 2, 2000; Ord. 98-12 § 2, 1998)~~

Section 3. Effective Date. This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this _____ day of _____, 2020.

_____
Michael W. Welch, Mayor

ATTEST:

_____
, City Clerk

Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic
Formatted: Font: Italic

Sponsored by: Mayor Michael W. Welch
Introduced: June 15, 2020

47

PASSED
Yes:
No:
Absent:

Sponsored by: Mayor Welch
Introduced: June 15, 2020

CITY OF NORTH POLE
RESOLUTION 20-06

A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO ACCEPT CORONAVIRUS RELIEF FUNDS FROM THE STATE OF ALASKA

WHEREAS, the City of North Pole has been notified by the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, that the City of North Pole has been allocated Coronavirus Relief Funds through the Federal CARES Act; and

WHEREAS, the City of North Pole has been allocated Coronavirus Relief Funds in the amount of $4,063,980.00 for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID – 19); and

WHEREAS, the City of North Pole plans to recover allowable expenditures and to provide funds to local businesses and individuals within the City through partnerships with local financial institutions and organizations.

THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting Coronavirus Relief Funds on behalf of the City.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this _____ day of _____, 2020.

_____
Michael W. Welch, Mayor

ATTEST:

_____
Aaron M. Rhoades, Acting North Pole City Clerk

PASSED
Yes:
No:
Absent:

City of North Pole, Alaska

Fiscal Note Year: 2020

Accompanying Ordinance/Resolution: Resolution 20-06

Originator / sponsor: Mayor Welch

Date: June 10, 2020

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

FUND	Account Description	Account #	Debit	Credit
01- Gen	COVID 19 Relief Revenue	01-00-9-919	4,063,980	
01- Gen	COVID 19 Expenditures	01-51-9-919		4,063,980

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).

Prepared By: **Tricia Fogarty** **Date:** June 10, 2020

Finance Approval: **Tricia Fogarty** **Date:** June 10, 2020

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.

Memo

To:	City Council
From:	Bill Butler
Date:	June 9, 2020
Subject:	Request to use a Request for Proposal approach to solicit construction contractor for the Old Water Treatment Plant Remodel Project

---

Recommendation:

Approve the request to use a Request for Proposal approach to solicit construction contractor for the Old Water Treatment Plant Remodel Project.

Background

The City has a history of using Invitations to Bid (ITB) to solicit construction contractors and Requests for Proposals (RFP) to solicit professional services—things like an engineer or auditor. The Municipal Code requires the City Council authorize the use of a RFP versus an ITB when soliciting non-professional services contractors. (See attached relevant section of Municipal Code). The difference between an ITB versus a RFP to select a contractor is an ITB bases selection based upon the lowest cost responsive bidder. Selection of a contractor using a RFP is based upon a variety relevant factors that may include price.

Using lowest cost as the sole factor to select a construction contractor does not always guarantee the best value for the City. By including factors in addition to cost, the City has the opportunity to select the contractor that represents the best value. In this case, the project will not be based upon 100% design documents. The intention of providing the contractor with less than 100% design documents is to work cooperatively with the contractor to modify the design and construction materials that will produce a better-quality product. The knowledge of a well-qualified and experienced contractor can benefit the project.

The initial criteria the Utility proposes to include in the RFP for soliciting a construction contractor include the following:

- Contractor experience on similar projects (15%)
- References (10%)
- Project approach (5%)
- Cost (70%)

The RFP will weight each of the factors as a basis for selecting a construction contractor. The proposal review team will include Director of City Services, designer (North Star Engineering and Inspections)

Attached is the preliminary draft of the RFP that the City would use to solicit construction contractors for the Old Water Treatment Plant Remodel Project.

4.16.040 Competitive sealed bidding.

B. Competitive Sealed Proposals.

1. When the City Council determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by use of the competitive sealed proposals method.

2. Proposals shall be solicited through a request for proposals.

3. Adequate public notice of the request for proposals shall be given including publication in a newspaper of general circulation at least fifteen days prior to the deadline for proposals.

4. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offers during the process of negotiation. The proposals shall be open for public inspection only after contract award by the City Council.

5. The request for proposals shall state the relative importance of price and other evaluation factors.

6. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

CITY OF NORTH POLE

REQUEST FOR PROPOSAL

For Design-Build
Old Water Treatment Plant Office Remodel

Date of Issue: Month
Closing Date and Time: Date & Time

1.0 GENERAL

The City of North Pole is wishing to remodel the office space at the Old Water Treatment plant and to transform the reservoir into office space. Project will proceed as a Design-Build project.

Interested firms should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Firms are required to visit the site and encouraged to fully inform themselves of existing conditions and limitations.

Registration

Each firm must register to be eligible to submit a proposal and receive addenda. To register, contact Bill Butler at (907) 488-8953 or by email at: bbutler@northpolealaska.org. Include your firm name, address, telephone, name and email address of contact person.

To be eligible, the firm providing the City services shall include a copy of current State of Alaska business license and a copy of current State of Alaska contractor's license.

Submittal Deadline

To be considered, a complete proposal package in the format requested must be received by mail or hand- delivered to North Pole City Hall, 125 Snowman Lane, North Pole, AK 99705, Attention: City Clerk, by **2:00 p.m. local time, Date.** Proposals received after this deadline will not be accepted and will be returned unopened. Faxed or e-mailed copies will not be accepted.

Questions of RFP Documents

Firms requiring interpretation or correction of the RFP documents shall provide questions in writing by email to Bill Butler (bbutler@northpolealaska.org). Interpretations, corrections and changes to the RFP documents shall be made by written addendum and sent to all registered firms.

Site visit will be conducted: **2:00 p.m. local time, DATE.**

Deadline for questions is **5:00 p.m. local time, DATE.** All Addendum will be issues by DATE.

The City of North Pole assumes no responsibility for any interpretation or representations made by any of its employees or agents unless interpretations or representations are incorporated in a written amendment to the RFP.

Record Documents

Limited electronic record documents exist for the Old Water Treatment Planr facilities. Firms are required to confirm existing conditions.

2.0 INSTRUCTIONS TO FIRMS

Each submittal must have a cover letter signed by the Consultant's official authorized to represent the company and acknowledging any amendments to this RFP. The proposal shall consist of firms qualifications, project approach, proposed project schedule, and concept. The proposal **shall not exceed 10 pages,** not including cover, cover letter, tabs, business licenses, and professional licenses. Pages shall be numbered. One page is defined as one side of a standard 8 ½" x 11" sheet of paper, 10 point font type minimum. 11" x 17" drawings are acceptable, folded into package.

Submit three bound copies and one electronic copy on CD or thumb drive. Each bound copy shall be identical. Place the submissions in a sealed envelope or box. Clearly label the envelope with the respondent's name, and marked "Proposal Old Water Treatment Plant Office Remodel, Attention: City Clerk".

3.0 PROJECT INFORMATION

Introduction

The City of North Pole is soliciting proposals for construction services for the remodel of the North Pole Old Water Treatment Plant at 117th 5th Avenue in North Pole, Alaska. The construction project involves selective demolition and remodel of portions of the existing building to accomplish code corrections, correct selected deficiencies as listed in the attached North Star Engineering & Inspection report, reduce maintenance and utility costs, improve user comfort and use of facility.

A concept design was developed in June 2020 to define the scope of the renovation project. The project is funded through the City of North Pole. The building will not be occupied during construction.

The intent of this solicitation is to enter into a professional services agreement with the most qualified Firm to construct the remodel of the Old Water Treatment Plant.

Must comply with Davis-Bacon wages and submit certified payrolls to the City in addition to the State.

Deadline for contract completion (including all invoicing) is **31, December 2020.** Liquidated damages will be assessed at $100/day for any schedule extensions.

Building Program
Please reference attachment one: Concept Design North Pole Old Water Treatment Plant developed by North Star Engineering and Inspection. This report includes technical narratives for…The firm is encouraged to suggest alternative layouts for efficiency, cost reduction etc., however modifications to this layout may not be approved by the City of North Pole.

Notice to Award is intended to be July ##.

4.0 CODE REQUIREMENTS
The City of North Pole has adopted the 2015 IBC, 2015 IMC, 2015 UPC, 2015 IFC and the 2015 NEC, with amendments. The State of Alaska Department of Public Safety, Fire Marshal, retains plan review authority over this project should they choose to exercise this authority.

5.0 *TECHNICAL AND PROPOSAL REQUIREMENTS*
The proposal shall address the following evaluation factors which will be scored by the Selection Committee.

Project Team Experience
The Firm shall describe firm experience for up to three projects completed within the last five years of a similar size, scope and location. Provide the following information for each project:

1. Project title, location and brief description including the building use and contracting method.
2. Project data including start and completion dates, total project cost (with brief explanation of the services that were included in the cost); square footage and construction type (wood, steel, structural panels, etc.); any known modification costs that occurred in either the design or construction phases with an explanation of the reason for the cost change.
3. Name and contact information (phone and email) for clients in sited projects

Project Approach
The Consultant shall provide a narrative that addresses the following:

1. **Quality Assurance/Quality Control Plan**: Describe your team's approach to quality control and quality assurance throughout the project.

6.0 STANDARD CONTRACT INFORMATION
The form of agreement to be executed prior to issuance of Notice to Proceed shall be the North Pole Utility standard agreement between Owner and the contractor (see attached).

Insurance Requirements
The minimum requirements for insurance on the project are listed in Attachment 4.

Bid Bond
A Bid Bond consisting of 10% of the base bid is required. Submit bond in the form of a bid bond, certified check or cashier's check and any power of attorney required. The bond must be good for 60 days.

7.0 *SELECTION PROCESS*
The selection process consists of a Request for Proposals (RFP) process in which Firm submits a proposal. The technical proposal consists of qualifications, project approach, proposed project schedule, and cost as described in section 5.0 Proposal Requirements.

Proposals received from qualified teams will be reviewed and scored by City of North Pole Selection Committee established for this particular project. Interviews may be required at the discretion of City of North Pole. City of North Pole intends to negotiate a contract with the firm the Selection Committee solely determines will provide the best overall value and expertise on this project. Following the contract negotiation, City of North Pole will issue an Intent to Award letter to all proposal submitters. Upon contract award, the successful proposal will be made available to public.

Technical Proposal Evaluation Criteria
The Selection Committee will review technical proposal submissions utilizing the following evaluation criteria. Each criterion is followed by its relative weight. The maximum number of points used to score the technical proposals is 100. Proposals will be ranked in order of the highest numerical score first. The Selection Committee shall select as many of the top ranked Consultants as it deems necessary for inclusion within the negotiating list.

1. **Firm experience with similar projects** of similar size, scope and location completed within budget. **(15 pts)**
2. **References** (contact name and information) for projects listed in 1 above. **(10 points)**
3. **Project Approach** and ability to manage the project successfully, methodology and

approach your company will take to fulfill all demands of the RFP Scope of Work. **(5 points)**

4. **Cost:** full points will be awarded to lowest bidder, fraction of points will be awarded to others, in order of ranking: Lowest cost is awarded the full points, then the 2nd lowest is awarded a fraction of the points by dividing the lowest cost by that proposers cost and multiplying it by the maximum points allowed. Then similarly so for the 3rd lowest bidder, etc. **(70 pts)**

8.0 *NOTICE OF AWARD*

Within 10 business days of Notice of Award the selected bidder will be required to submit:

1. Performance Bond (100% of Contract)
2. Labor & Material Payment Bond (100% of Contract)
3. The Contractor's Certificates of Insurance
4. City of North Pole Business License for Contractor and all Subcontractors
5. Signed Agreement

9.0 *OTHER*

Any costs incurred in responding to this request are at the Firm's sole risk and will not be reimbursed by City of North Pole. This RFP does not in any way commit City of North Pole to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. Furthermore, this RFP does not obligate City of North Pole to accept or contract for any services expressed or implied.

Clarification, modification, rejection of RFP. City of North Pole reserves the right to: (1) Modify or otherwise alter any or all of the requirements herein. In the event of any modifications, all selected respondents will be given an equal opportunity to modify their proposals in the specific areas that are requested. (2) Reject any proposal not adhering to any and all requirements set forth in this RFP. (3) Reject any or all responses received. City of North Pole reserves the right to terminate this RFP at any time.

City of North Pole shall provide for the administrative review of a complaint filed by an aggrieved Consultant which allows the Consultant to file a proposal protest, within 10 days after notice is provided of intent to award the contract, requesting a hearing for a determination and award of the contract. City of North Pole shall provide notice to all parties submitting proposals of the filing of the proposal protest. A protest shall be deemed to include only the documents timely delivered pursuant to this section. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. City of North Pole may investigate as it deems appropriate in reviewing the protest, and will issue a written response to the protest. City of North Pole may proceed with the contract award, execution, and performance while a protest is pending.

City of North Pole reserves the right to waive informalities, and to make a selection as deemed in its own best interest. City of North Pole reserves the right to reject any and/or all proposals which they deem to be not in the best interests City of North Pole and to proceed with the next Consultant or to utilize an entirely different process.

All proposals and other materials become the property of City of North Pole and may be returned only at the option of City of North Pole.

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to any entity that was provided the basic RFP package. City of North Pole reserves the right to postpone the date and time for receipt of proposals at any time prior to the time announced. Responses to questions prior to submittal of proposals must be in writing. Written answers will be provided to all Consultants.

ATTACHMENTS

1. Design documents
2. Insurance Requirements
3. Bid form
4. Standard Utility Contract