



CITY OF NORTH POLE

Regular Meeting March 2, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, March 2, 2020
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Kimberly Kiehl
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. February 18, 2020 Council Meeting
- 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: None

12. NEW BUSINESS

- a. Request to approve a contract with Long Building Technologies for video camera system.
- b. Request to approve the creation of a temporary position in the Utility Department to conduct field inspections of service line installations for the North Pole Expansion.
- c. Request to approve a five year extension of the Use Agreement between the Santa Clause House and the City of North Pole for the Beaver Springs Nature Trail.
- d. Request for Tuition Reimbursement for Chad Heineken in the amount of \$690.00.
- e. Request to approve a Mutual Aid Agreement with the United States Army and the surrounding Fire Departments Emergency Services.

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, FEBRUARY 18, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Deputy Mayor Pro Tem Claus called the regular City Council meeting of Tuesday, February 18, 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

Excused: Mayor Welch
Perry Walley

Absent or Excused? DeJohn Cromer

Also Present: William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Chad Heineken, Deputy Fire Chief
Steve Dutra, Police Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

Mrs. Welch asked everyone to join her in the Pledge of Allegiance.

INVOCATION

The Invocation was given by City Council Member Mr. McGhee.

APPROVAL OF AGENDA

Mrs. Welch moved to approve the agenda of February 18, 2020.

Seconded by Mr. McGhee

Discussion

None

MOTION TO AMMEND AGENDA

Mrs. Welch moved to amend the agenda with the following changes

Seconded by Mr. McGhee

Old Business:

A, B, C Consented

New Business:

A, B, C, Consented

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF FEBRUARY 18, 2020 AS FOLLOWS:

YES: 4 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch

NO: 0

ABSTAIN:

Deputy Mayor Pro Tem Claus declared the MOTION CARRIED

Discussion on the agenda as amended

None

APPROVAL OF AGENDA AS AMENDED

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA FEBRUARY 18, 2020 AS FOLLOWS:

YES: 4 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch

NO: 0

ABSTAIN:

Deputy Mayor Pro Tem Claus declared the MOTION CARRIED

APPROVAL OF MINUTES

Mrs. Welch *moved to approve the Minutes of February 3, 2020.*

Seconded by Mr. McGhee.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF FEBRUARY 3, 2020 AS FOLLOWS:

YES: 4 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch

NO: 0

ABSTAIN:

Deputy Mayor Pro Tem Claus declared the MOTION CARRIED

COMMUNICATIONS FROM THE DEPUTY MAYOR PRO TEM

- a. Proclamation Student of the Month Paige Stapp

COUNCIL MEMBER QUESTIONS OF THE DEPUTY MAYOR PRO TEM

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Building Department, Bill Butler

- Two small permits issued for work at Safeway.
- Permit application submitted for remodel at North Pole Plaza Mall for an O'Reilly's Auto Parts Store.

Public Works

- Cody is on leave until mid-March so there is only Tom for the next four weeks.
- Had two city-wide plowings within a week's time.
- Generator at City Hall/Police Department is now operational again.
 - Still awaiting parts to repair utility mains within the building.
 - Due to volume of water produced and weather, deferring testing of emergency fire pump until ditches open up to discharge water from pump test.

Utility Department

- Second reading of Ordinance 20-06 is before the Council this evening to approve changes to the Sewer Use Ordinance to be in compliance with EPA regulations related to discharges from dental practices.
- Request for tuition assistance is before Council this evening for Melanie Swanson for her degree in Applied Business Science.
 - Melanie has responsibilities for Utility, Building, Administration and Clerk Departments.
- Requesting authority to write off \$182.93 from a utility account we have determined to not be collectable. The FNSB has agreed to pay this delinquent account balance.

North Pole Expansion Project

- Second reading of Ordinance 20-04 to accept \$20,000 from the project to provide engineering assistance when project components are reaching the end of their warranties.

- Still waiting on subcontractors reporting to State Department of Labor that they have no grievances/liens against the prime contractor Exclusive Paving before can finally close the construction contract.
- 48% of the eligible 478 customers in Zones and 3 & 4 have either been connected or signed up for service connection.
- I will be attending UAF engineering job fair to recruit one possibly two engineers in training to serve as inspectors for service line installations this construction season.

Moose Creek Water System Expansion Project.

- Second reading of Ordinance 20-05 to accept funding for the City, supported by PDC Engineers, to acquire environmental covenants in Moose Creek is before Council this evening.
- Pre-Construction Meeting was held this afternoon at City Hall to kick-off the project
 - Wednesday morning I will be issuing HC Contractors a notice to proceed.
- Recommendation is before Council this evening to combine the Phase 1 and Phase 2 construction project tasks into a single project.
 - In July 2019 in Ordinance 19-11, Council approved the tasks in Phases 1 & 2 and the funding for the project. Because the funding was previously approved, this request does not have a budget impact.

Council Member Questions

- Mr. McGhee – Since your no longer on the Interior Gas Utility Board how are we going get information and updates?
 - Mr. Butler – Mr. Miller was appointed by the Mayor and can be asked to come and give updates to the City Council.
- Mr. McGhee – Has the Interior responsible party done anything to improve the Fire Marshall inspection service?
 - Mr. Butler – No nothing has been done.
- Mr. Skippis –The hard pack is building up does the plowing contract have a minimum level of hard pack that can be left?
 - Mr. Butler – It says try to get to down to inch. As the last one for the season they should try to get it down to the asphalt.

Police Department, Steve Dutra

- Hiring hurdles for 2020. Patrol Officers 9 needed. Current Patrol Officers 7.
- Long Term Hiring challenge. 2 Confirmed Leaving and 2 Potential Retiring.
- Lost CTC Academy. Needed it restarted. What can be done?
- Cost of living not keeping up with wages.
- Vehicle 2019 is being shipped. Need to add vehicles to next council meeting.
- Shooting near shopping center. Domestic dispute.

- Rec'd final Environmental Historic Preservation clearance for cameras.

Fire Department, Deputy Chief Heineken

Nothing to Report

- Mrs. Welch - Pulse Point App not showing the correct number of calls is it working correctly?
 - Deputy Chief Heineken I have been watching this and they are correct. Maybe we should look at your App and reload it. Pulse Point is an App that tracks all calls received by the Fire and Police Dept.

Finance, Tricia Fogarty

- Year End Closing accrued sales tax was short about \$218,000.00 dollars. However we have come in under budget on our expenditures.
- All the funds invested in our AML Pool the total amount to \$7,644.00 dollars.
- Aaron has done the last 3 City Council packets and that has taken the load off and appreciate his help.
- Melanie Swanson has been working on reducing the delinquent account list.

Borough Representative

No Report

City Clerk

None

ONGOING PROJECTS

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

- Brenda Sadler 1 of 24 Members of 17 Mile Homemakers Club that meet at the North Pole Senior Center once a month. I am here to request competitive salaries for our North Pole Police Officers. This will enable the Police Department to seek, hire and keep employees. We need to solve this.
 - Mr. McGhee – Are you aware that Fairbanks Police Department starts their people at \$23.90?
 - Would you be willing to increase property taxes to fund such an increase?
- Sharon Hunter my concerns are that if you don't address the problem of being able to fully staff your police department sooner than later the problem is going to be very difficult to resolve and more expensive. I see that you have several people who could

retire. When I look back over my retirement and why I stayed longer the reasons were I liked my job, I liked the people I worked with, I felt I was making a difference. Now the more you subject your staff to situations that are very stressful and situations that arise because you are short staffed is going to affect them. I would not object to increased property tax.

- Mr. McGhee where is the money going to come from to pay for these services? Are you aware of the fact of the difficulty of collecting the sales tax falls on a limited group of items that can be taxed? Would you be open to removing some of those exemptions on rental fees or things of that nature or medical service fees?
- Mrs. Welch are you aware of the alternative if we decided we were not going to have our police force? What kind of ideas do you have to find funds or find the people to work as police officers?
- Steve Dutra just wanted to state the funding for these changes is in our budget currently to address low end wages. It just got tabled. Do something don't just do nothing.
 - Mr. McGhee do you think it is time to eliminate the Chena Lakes contract and Detective work and patrol the 4.5 miles of the City?
- Jeromey Lindhag I have been around for a while and I worked under Allen Omby. I remember what the Department was like with 7 Officers. I remember what 16 hour shifts were like and they were horrible and back to back 16 hours shifts so someone could take vacations. I left to make more money. We have these younger guys who want to make more money because they have families and need it. I live in this City and I want good things for it. There is a reason the crime rate skyrockets just outside the City. The Troopers are running non-stop. I am not saying we need to fix this right now but we need to sit down and just talk. I wish somebody on the Council would just sit down with us and talk through this. I have a number of options and suggestions and nobody wants to talk about it. I just need someone to sit down with us.
 - Mr. McGhee – If our pay scale is so close that with new hires in Fairbanks. Is wage the problem? When officers leave we should do a study on why they are leaving to better understand the problem?
 - Mr. Claus – Would you and Chief Dutra be willing to sit down with me?
 - Mrs. Welch – Would you be willing to share your ideas and suggestions with the Acting Clerk and so they could email it to us?
- Tim Stovall - Troop 42 Midnight Sun Council with 4 Male and 3 Female Scouts. They are working on the Citizenship in the Community and Communications Merit Badges.

OLD BUSINESS

None

Mr. McGhee *moved to adjourn the meeting at 7:30p.m.*

Seconded by Mrs. Welch.

The regular meeting of Tuesday, February 18, 2020 adjourned at 8:07 p.m.

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty Acting City Clerk



North Pole Police Department

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



February 26, 2020

To: Honorable Mayor Welch
North Pole Council Members

Re: Approval of contract with Long Building Technologies for SHSP 2018 Grant to install video cameras in City Hall and at the Police Department

I would like the council to approve the contract between the City of North Pole and Long Building Technologies. The City Attorney has already read and signed the contract. We have received approval from DHS&EM to use Long Building Technologies and this will be the last authorization needed to proceed with the project.

All the procedures used to arrive at this point follow the NPMC procurement rules outlined in Section 4.16 Purchasing.

Thank you for your time.


Chief Steve Dutra



Long live your building!

City of North Pole

125 Snowman Lane
North Pole, AK 99705

Attn: Steve Dutra

Date: February 19, 2020

Proposal #: APP19-00718R2

Expiration: 30 days from above date

Account Executive: Pauline Powell

Contact Number: (907) 550-2125

Project: CCTV System Installation – City of North Pole City Hall and Police Station
SHARED SERVICES STATE CONTRACT # 180000199B

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

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

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

A. SCOPE OF WORK – SECURITY

- 1) Provide all necessary installation, setup and programming required to provide a turn-key, CCTV system in the City of North Pole Police Department and City Hall. This system, as part of the project, shall be migrated into the current City of Fairbanks Milestone System.
- 2) **Police Department**
 - i) Provide and install one (1) Video Server, Intel Xeon Processor, 16GB RAM, min 12TB for video storage. This server shall be installed to the Police Department comm rack and will meet outlined server specifications.
 - ii) Provide and install one (1) TPE-TG160g 16-port, PoE+, unmanaged, rack-mounted, switch. This switch will be installed to the comm rack.
 - iii) Provide and install one (1) APC BR-1500G 1500VA UPS to the comm rack. The Video Server and PoE+ Switch shall be plugged into this UPS.
 - iv) Provide and install one (1) Milestone XProtect Expert Base License, no substitutes, to the Video Server.
 - v) Provide and install twelve (12) Milestone XProtect Expert Device Licenses with 3-Yr SUP licenses to the Video Server. No substitutes.
 - vi) Provide and install four (4) OE-C6123 indoor IP cameras for camera locations 10, 11, 13, and 15 per the Map.
 - vii) Provide and install three (3) OE-C7624-AWR IP cameras, with short-arm pendant wall mounts and adapters, for camera locations 6, 7, and 8 per the Map.
 - viii) Provide and install one (1) OE-C7088-AWR 4K IP camera, with short-arm pendant wall mounts and adapters, for camera location 9 per the Map.
 - ix) Provide and install two (2) OE-C97512 360°, 12MP, IP cameras, with short arm wall mounts and corner brackets, to camera locations 16 and 17 per the Map.
 - x) Provide and install all CAT6 cabling and conduit. Exposed-area runs shall be in conduit. Penetrations will follow current Life-Safety and NEC guidelines. Cabling will be Plenum-rated.
 - xi) Provide and install one (1) 32" monitor with Workstation to the Dispatch. This workstation will have Milestone XProtect Client installed. Workstation shall meet outlined specifications.

3) **City Hall**

- i) Provide and install one (1) TPE-TG160g 16-port, PoE+, unmanaged, rack-mounted, switch. This switch will be installed to the comm rack in City Hall and adjoined directly to the Police Department CCTV switch.
 - ii) Provide and install one (1) APC BR-1500G 1500VA UPS to the comm rack. The PoE+ switch shall be plugged into this UPS.
 - iii) Provide and install five (5) Milestone XProtect Expert Device Licenses with 3-Yr SUP licenses to the Video Server in the Police Station. No substitutes.
 - iv) Provide and install four (4) OE-C6123 indoor IP cameras for camera locations 1, 2, 3 and 4 per the Map.
 - v) Provide and install one (1) PNM-9030V 180°IP camera, with short-arm pendant wall mounts and adapters, for camera location 5 per the Map.
 - vi) Provide and install all CAT6 cabling and conduit. Exposed-area runs shall be in conduit, with the Council Chambers being the exception; cable will be hidden in the architectural features of the room. Penetrations will follow current Life-Safety and NEC guidelines. Cabling will be Plenum-rated.
- 4) Program the City of North Pole system as a Slave system to the City of Fairbanks Milestone system and create views for the CoF Police Dispatch.
- i) City of North Pole must provide a signed MOA from the City of Fairbanks for this to be completed.
- 5) Provide Engineered As-Built Drawings.
- 6) Provide Lift for high elevation installation/work.
- 7) Provide all necessary miscellaneous materials, connectors and freight.
- 8) Provide all necessary commissioning and training.
- 9) Current Milestone MCIT and MCDE Certifications for participating technicians will be submitted.
- 10) One-year warranty on all supplied materials and workmanship.
- 11) Pricing does not include tax.
- 12) Owner will provide IT support for City of North Pole network-related items.

B. PRICE OF WORK (BUDGETARY NUMBERS ONLY)

1. Police Station CCTV Base.....	\$27,768.00
2. City Hall CCTV Base.....	\$7,771.00
3. Video Server.....	\$7,316.00
4. PD Workstation	\$2,604.00
5. TOTAL	\$45,459.00

C. MAINTENANCE AGREEMENT:

-
1. Let's discuss maximizing the performance and lifetime of your system.

D. INCLUSIONS:

-
1. LONG will provide all labor for this project during normal business hours. If overtime work is required, an additional proposal will be provided for that work.
 2. LONG will coordinate work with Customer to minimize disruption.
 3. **LONG will start site work in 4-6 weeks to allow for product and engineered drawings delivery. Additional charges will apply for site work starting sooner than 4 weeks from date of signature.**
 4. LONG will provide and install all necessary components listed in Inclusions for a complete and operable system.

5. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a separate proposal for their repair/replacement will be provided upon request.
6. LONG will provide all necessary wire and cabling. (NOTE): Existing raceways will be utilized wherever possible.

E. EXCLUSIONS:

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

F. PAYMENT OPTIONS:

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

RESPONSIBILITY MATRIX	LONG		Owner		Electrical		LONG Subcontractor		Other	
	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install
IP Cameras	X	X								
Camera License	X	X								
Camera License Support Plan	X	X								
Milestone Base License	X	X								
Video Server	X	X								
Cable/Conduit	X	X								
Workstations	X	X								
IP Addresses			X							
Commissioning	X									
120VAC power			X							

AUTHORIZE	Accepted for:		Submitted by:	LONG
	Accepted by:		Submitted by:	Pauline Powell
	Title:		Title:	Security Account Executive
	Signature:		Signature:	<i>Pauline K. Powell</i>
	Date:		Date:	December 30, 2019

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

Note: *All data and information contained herein and provided by LONG Building Technologies is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of LONG Building Technologies.*

Terms and Conditions:

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

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

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

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF NORTH POLE

Security Camera system for North Pole City Hall and Police Station
PD-20-01

THIS AGREEMENT, made and entered to be effective the _____ by and between the **CITY OF NORTH POLE**, hereinafter called OWNER, and Long Building Technologies, licensed and qualified to do business within the State of Alaska and City of North Pole, hereinafter called CONTRACTOR.

RECITALS

a) The OWNER desires the performance, provision and accomplishment of the services, labor and materials described and set forth in Request for furnishing Security Camera System for City Hall and Police Station as outlined in Proposal APP19-00718R2.

b) CONTRACTOR represents that it is ready, able and qualified to provide, in all respects, all of the services according to the conditions and provisions of this agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

SECTION 1. AGREEMENT TO PERFORM - the OWNER hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions, and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in Proposal APP19-00718R2, hereof at the times and in the manner and for the consideration set forth. The Work will be substantially completed on or before August 15, 2020 and fully completed and ready for final payment on or before September 1, 2020.

SECTION 2. SCOPE OF WORK - The CONTRACTOR shall perform, supply and provide all of the work, services and materials (hereinafter collectively referred to as work) as set forth and described in Proposal APP19-00718R2. The tasks are to be performed following the approval of this agreement by the North Pole City Council, unless terminated pursuant to section 6.15, Scope of Work, or extended.

TASKS:

Installation of all necessary equipment and associated work and other services as are detailed in Proposal APP19-00718R2. To the extent the scope of work is outlined in Proposal APP19-00718R2, those documents are a part of this agreement by reference. In the event of a conflict between OWNER'S and CONTRACTOR'S scope of work to be performed (as enunciated in OWNER'S proposal) and _____ if required, the OWNER'S scope shall dictate the scope of work required under this agreement and is incorporated herein by this reference.

SECTION 3: COMPENSATION AND PAYMENT - For and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONTRACTOR net 30 upon receipt of itemized invoice. Billing shall be done at the end of the project; invoice shall include a report including a complete list of work completed.

SECTION 4: NO ADDITIONAL WORK - No claim for additional work, services or materials, not specifically and expressly requested and authorized in writing as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONTRACTOR, will be allowed or paid by the OWNER, and CONTRACTOR expressly waives any claim therefore.

SECTION 5: OWNER'S CONTRACTING OFFICER - For purposes of this agreement, the OWNER'S Contracting Officer shall be the POLICE CHIEF or such other person as is designated in writing by such person.

SECTION 6: COMPLIANCE WITH GUIDELINES AND PROCEDURES - The CONTRACTOR shall provide and perform all work, services and materials in full, strict and complete compliance with all the following procedures and guidelines:

- a) CONTRACTOR will provide, at its expense, all necessary office and work areas and all equipment and office supplies.
- b) CONTRACTOR will provide adequate numbers of professional personnel as well as all other skilled personnel to accomplish the required scope of services contained herein.

SECTION 7: CONTRACTOR QUALIFICATION - The CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services and to supply all necessary materials and equipment in a non-negligent professional and workmanlike manner pursuant to the terms, conditions and provisions, at the times, and for the compensation and payments as herein provided.

SECTION 8: CONTRACTOR RESPONSIBLE FOR PERSONNEL - The CONTRACTOR has or will secure, at CONTRACTOR'S own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the OWNER and such persons shall have no contractual or other relationship with the OWNER, and the OWNER shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

SECTION 9: PERSONNEL SUPERVISION - CONTRACTOR agrees that all work and services required or provided under this agreement shall be performed by the CONTRACTOR, or qualified employees thereof.

SECTION 10: INDEPENDENT CONTRACTOR - The parties hereto expressly agree that the CONTRACTOR shall be and is an independent CONTRACTOR and is not an employee or agent of the OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to OWNER'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts, will be withheld from the payments due to the CONTRACTOR, it being understood that the CONTRACTOR is solely responsible therefore, provided OWNER shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

SECTION 11: TERMINATION - If this agreement is terminated, OWNER shall be liable only for payment for actual work performed.

SECTION 12: CHANGES OR MODIFICATIONS - Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any state, federal, or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement shall automatically become a part of and amendment to this agreement and the CONTRACTOR shall comply therewith

SECTION 13: CONFLICT OF INTEREST - The CONTRACTOR covenants, warrants and represents that the CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. The CONTRACTOR further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed. In the event that there may be any appearance of potential conflict of interest, CONTRACTOR will advise OWNER the details thereof, in writing, and the OWNER may grant CONTRACTOR a specific waiver of this provision on an individual case basis.

SECTION 14: CONFIDENTIAL INFORMATION. All information, and work products relating to or generated pursuant to this agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the CONTRACTOR, its employees or representatives, without the prior written approval of the OWNER provided, however, the OWNER shall have the right to audit, inspect and otherwise obtain any information as provided in Section 15 or regarding performance of this agreement by the CONTRACTOR.

SECTION 15: REPORTING AND RECORDS

All project records shall be maintained by the CONTRACTOR for not less than 1 (1) year after completion and final acceptance of all work by the OWNER and shall be subject to inspection and copying by the OWNER, representative of the OWNER, or third party designated in writing by OWNER.

SECTION 16: HOLD HARMLESS AND INDEMNITY - The OWNER, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of CONTRACTOR, or by any of CONTRACTOR'S officers, employees, agents, representatives, contractors, or subcontractors in the performance or nonperformance of this agreement, and CONTRACTOR further agrees to appear and defend, and to indemnify and save free and harmless the OWNER and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, including reasonable attorney's fees incurred by the OWNER, its officers, employees or agents on account of any claim therefore.

SECTION 17: INSURANCE - As indicated in: Section 6. Scope of Work, 6.16 Liability Insurance.

SECTION 18: INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND OWNER - The parties hereto agree that CONTRACTOR is an independent contractor and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the OWNER and shall not, and is not authorized to, enter into or make any contracts, agreements or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of the OWNER.

SECTION 19: NO THIRD PARTY BENEFICIARIES - Nothing in this agreement shall be construed to give any person other than the OWNER and the CONTRACTOR any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sole and exclusive benefit of the OWNER and the CONTRACTOR.

SECTION 20: PAYMENT OF TAXES - The CONTRACTOR shall pay all federal, state, and local sales, excise or other taxes or assessments incurred by the CONTRACTOR in a timely manner.

SECTION 21: ASSIGNMENT AND SUBLETTING PROHIBITED WITHOUT PRIOR CONSENT OF THE CITY OF NORTH POLE - The CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights there under, nor shall the CONTRACTOR delegate any of its duties hereunder **without the prior written consent of the THE CITY OF NORTH POLE**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the City of North Pole.

SECTION 22: NOTICE - Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, faxed, or upon the expiration of seventy-two (72) hours after the time of mailing if mailed as provided in this section. Notice made by fax will be confirmed with mailing of original notice.

OWNER:
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

CONTRACTOR:
Long Building Technologies
1853 Standard Ave
Fairbanks, Alaska 99701

SECTION 23: EQUAL EMPLOYMENT OPPORTUNITY

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of unlawful reasons and will abide by all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices. The CONTRACTOR will take affirmative action to insure that such federal and state employment discrimination laws are not violated. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, those notices regarding employment discrimination as required by law.

b) The CONTRACTOR shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment in a form required by law.

c) The CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other state efforts to guarantee fair employment practices under this agreement, and said CONTRACTOR will comply promptly with all requests and directions from the State Commission for Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

d) Full cooperation as expressed in the foregoing clause c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful, or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said CONTRACTOR to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the OWNER, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska, or the OWNER, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

- e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

SECTION 24: WORKER'S COMPENSATION COVERAGE - The CONTRACTOR, if subject to the provisions of the Alaska Worker's Compensation Act (A.S. Title 23, Chapter 30), shall, upon request, provide the OWNER and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for worker's compensation with an Insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker's Compensation Board. The CONTRACTOR further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the provisions of A.S. 23.30.045(e) will be implemented, and the OWNER, at its option, may terminate this agreement for cause without liability. The City will require proof of Workers Compensation Coverage, Automotive Insurance and Liability Insurance.

SECTION 25 - MISCELLANEOUS

- a) **Relationship of Parties:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship or principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of OWNER and independent contractor.

- b) **Terminology:** Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

- c) **Nonwaiver:** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

- d) **Law Applicable:** The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action or claim proceeding, arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate state court sitting in the City of Fairbanks, Fourth Judicial District, Alaska.

- e) **Successors and Assigns:** Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

- f) **Compliance With Law and Regulations:** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all local, state, and federal laws, ordinances and regulations now in force or which may hereafter be in force.

- g) **Entire Agreement:** This agreement and any schedules, appendices or attachments attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the parties, hereto, and there are no covenants, promises, agreements, conditions, or understandings, either

oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties; provided, however, that this agreement does not incorporate or nullify any previous oral or written contract for other work not encompassed within the scope of work of this agreement.

h) Severability: In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

i) CONTRACT INTERPRETATION: This contract shall not be construed against the drafting party.

WHEREFORE, the parties have entered into this agreement to be effective as of the day and year first above written. Executed at the City of North Pole, Alaska.

BY:

OWNER:

CITY OF NORTH POLE

CONTRACTOR:

Long Building Technologies

Michael Welch , Mayor

Date

Name and Title:

Date

Approved as to Form:
OFFICE OF THE CITY ATTORNEY

ATTEST:

Zane Wilson, City Attorney

Date

2-20-2020

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: February 24, 2020
Subject: Utility Assistant—Field Inspector position

The North Pole Expansion went to construction in April 2018. All construction of the Expansion was completed in fall 2019. The growth the Utility faces resulting from the Expansion is a more than doubling of the geographic footprint of the service area and a more than doubling of the customer base. In spring 2020, the Moose Creek expansion will begin.

In 2019, the Utility's operational staff were called upon to support the North Pole Expansion activities; perform daily operational activities; and conduct service line connection inspections. The additional work associated with service line installation inspections became burdensome for our staff. In addition, our staff were not available for inspection work on Saturdays, which would have been overtime work. We allowed the contractors to provide supporting documentation to serve in place of Saturday inspections. Contractor self-inspections proved to be an unsatisfactory approach.

In 2019, there were 203 service line installations in Zones 1 & 2 and 51 in Zones 3 & 4. In 2020, there are a possible 428 possible installations remaining. The Utility has five operational staff. Their primary functions in 2020 must be the day-to-day operation of the Utility and to support the Moose Creek Expansion. Our Utility staff do not have the time to perform four or more inspections per day, Monday through Saturday in the midst of the summer construction season (May–August). I am requesting that the Utility be approved to hire a temporary Utility Assistant—Field Inspector exclusively hired to perform service line installation inspections. This individual would not be hired on an hourly basis, but on a piece-work basis. Inspections do not follow an 8 to 5 work schedule throughout the day. If the inspector was hired on an hourly basis, they would frequently have down time with no work to perform during the day. The contractors will be required to schedule inspections a minimum of 24 hours in advance through the Utility. In addition, the Utility will no longer allow self-inspections—work not inspected by the Utility will not be authorized for payment. The planned work schedule is for the Utility to be responsible for service line inspections on Mondays and the Utility Assistant-Field Inspector's work week would be Tuesday to Saturday. Utility staff will train the inspectors and be their technical backup.

To attract a competent individual, able to work a flexible schedule and provide their own transportation, they need to be compensated competitively. The intention is to pay them \$75.00 per inspection which includes the pre-construction meeting, installation inspection and submission of a completed inspection report. The costs will be funded from the legal settlement allocation awarded to the City. The Utility is requesting that we be authorized to spend up to \$30,000 for this position in

2020. The position would not be benefited and only subject to workers compensation, Medicare and Social Security benefits. The following is the estimated costs for the position.

- Inspections per day: 3 to 4
- Work days per week: 5
- Estimated number of work weeks: 16 (May 1 thru August 31)

$(3 \text{ to } 4 \text{ inspections/day}) \times (\$75.00/\text{inspection}) \times (5 \text{ days}) \times (16 \text{ weeks}) = \$20,700 \text{ to } \$27,600$

See the attached job description.

CITY OF NORTH POLE

JOB DESCRIPTION

TITLE	UTILITY FIELD INSPECTOR
REPORTS TO	UTILITY SUPERVISOR and/or DIRECTOR OF CITY SERVICES
WORK HOURS	INSPECTIONS TYPICALLY OCCUR BETWEEN 9:00 AM & 6:00 PM; (must be flexible to respond to contractor requests for inspections)
WORK DAYS	TUESDAY THROUGH SATURDAY
TERM	MAY 1 THRU AUGUST 31 (Saturday work may be available thru early October)
COMPENSATION	\$75/COMPLETED INSPECTION; Potential to earn between \$18,000 to \$24,000 over summer
JOB LOCATION	Various locations throughout the North Pole Utility service area. Majority of work occurs outdoors.

WORKING CONDITIONS

Must have the physical fitness, strength, agility, and stamina to work outdoors the majority of the work day throughout the summer in a safe manner. Work will occur rain or shine. Must not have disabilities that would cause a safety risk to themselves or others in the performance of duties.

JOB DUTIES

Work entails inspection of water utility service line connections. This task involves inspecting contractor work to ensure service lines are installed according to the Utility's Service Line Standards. Will be working at active construction sites, around large construction equipment and open trenches, in private homes including basements and crawlspaces. The North Pole Utility will provide necessary training for the performance of job duties.

In this position, you will be representing the City of North Pole and the North Pole Utility. You will be expected to act professionally and courteously with private contractors, private property owners and City staff.

EQUIPMENT

Camera and laptop computer.

SKILLS/EXPERTISE REQUIRED

1. Basic plumbing.
2. Work with minimal supervision and exercise mature judgment and initiative in assessing and prioritizing duties and responsibilities on a daily, weekly and monthly basis.
3. Identify occupational hazards and use safety precautions, specifically with regard to working at an active construction job site.
4. Work effectively with supervisor, employees of other departments, general public, and private contractors.
5. Communicate effectively, orally and in writing.

MINIMUM QUALIFICATIONS

- Must be at least 18 years of age at the time of employment and in excellent physical condition (refer to Working Conditions above).
- Must have a high school diploma or the equivalent.
- Must possess and maintain an Alaska Driver's License at the date of hire
- Must have a clean driving record.

SPECIAL REQUIREMENT

Must have access to a personal vehicle to drive to worksites throughout the Utility's service area.

These factors will be the basis for selecting candidates to be interviewed. The candidate selected for employment must satisfactorily perform the essential functions of the position during a prescribed probationary period.

**BEAVER SPRINGS TRAIL USE AGREEMENT
BETWEEN
SCH, INC.
AND
CITY OF NORTH POLE**

This Use Agreement between SCH, Inc., 101 Saint Nicholas Drive, North Pole, Alaska 99705-7695, hereinafter called **OWNER**, and the City of North Pole, a municipal corporation of the State of Alaska, 125 Snowman Lane, North Pole, Alaska, 99705-7780, hereinafter called **OPERATOR**:

WITNESSETH

In consideration of mutual promises and covenants contained herein, the parties agree as follows:

Section 1. Property: The Owner hereby grants to the Operator the right to occupy and use, without charge, subject to the terms and conditions of this agreement that certain real property situated within Section 9, Township 2 South, Range 2 East Fairbanks Meridian, North Pole, Alaska, described below.

As used herein and during the term hereof, the term "Property" refers to the real property described below, located within the parcel historically known as Lot 1-G, Santa's Village, now known as Lot 7, Santa Land 1st Addition. See attached EXHIBIT A, Lot 7, plat 2018-71.

A twenty foot wide (20') strip of land being ten feet (10') both sides of the following centerline description, lying adjacent to the south meander lines of Beaver Springs Creek within Lot 1-G, Santa's Village, recorded as file No. 98-35 on April 17, 1998, in the records of the Fairbanks Recording District (F.R.D.), Fourth Judicial District, State of Alaska, being within a portion of Sec. 9, Township 2 South (T.2 S.), Range 2 East (R.2 E.), Fairbanks Meridian (F.M.), and more particularly described as follows:

Beginning at the Center East 1/16 corner of Sec. 9, T. 2 S., R. 2 E. F.M., being a 3" diameter aluminum capped monument lying at the intersection of the southerly right of way for Cary Ave at Snowman Lane as shown on said plat of Santa's Village, commencing south zero degrees four minutes and ten seconds east (S 00° 04' 10" E) along the west line of Lot 1-G, Santa's Village, a distance of four hundred sixty six feet (466'), more or less, to a point on the centerline of said trail, being the True Point of Beginning;

Thence N 78° 15' 39" E, a distance of 123 feet;
Thence N 63° 48' 08" E, a distance of 70 feet;
Thence S 74° 24' 20" E, a distance of 36 feet;
Thence N 62° 42' 38" E, a distance of 206 feet;
Thence N 83° 15' 37" E, a distance of 132 feet;
Thence S 81° 42' 56" E, a distance of 281 feet;
Thence S 42° 30' 54" E, a distance of 123 feet;
Thence N 55° 04' 11" E, a distance of 43 feet;
Thence S 75° 32' 21" E, a distance of 258 feet;
Thence S 39° 07' 16" E, a distance of 225 feet, more or less to the east line of Lot 1-G, also being the east line of Section 9, T. 2 S., R. 2 E. F.M.; Thence continuing along the east line of Lot 1-G, Santa's Village, being the east line of said Section 9, S 00°02'37" E, a distance of 144 feet; Thence S 74° 17' 42" W, a distance of 120 feet;
Thence S 46° 17' 18" W, a distance of 123 feet;
Thence S 75° 11' 44" W a distance of 245 feet;
Thence S 41° 35' 26" W a distance of 90 feet, more or less to a point on the southwesterly line of Lot 1-G, Santa's Village, which point lies S 00° 04' 37" E a distance of 38 feet from a 1.5 inch diameter aluminum cap on a 5/8" diameter rebar, being common to the east line of Tract A, as shown on the plat of North Pole Elementary School Tract, file #2001-20, recorded January 25, 2001, F.R.D., said point being the terminus of this description;

Section 2. Operation: The Operator shall have the right to maintain the property as deemed necessary including the removal of trees and organic matter.

Section 3. Use of Property:

- A. The property shall be primarily used as a natural setting type, pedestrian trail (motorized vehicles prohibited) with a secondary use as a ski trail during the winter months.
- B. The property shall be used for passive activities only.
- C. Structures and equipment necessary or useful to the use of the Property may be placed or constructed on the Property, but the same must be removed prior to the end of the term of this agreement.

Section 4. Uses Prohibited:

- A. No formal athletic facilities are to be constructed on the Property.
- B. No motorized vehicles will be allowed on the property except for maintenance purposes.

Section 5. Term:

- A. The term of this agreement shall be for a period of five (5) years beginning March 2, 2020

and ending March 1, 2025. At its option, the Operator reserves the right to renew this agreement for an additional five (5) year period, subject to agreement with the Owner.

- B. Upon termination of this agreement, the Operator will remove all facilities owned or permitted to be placed on the Property by the operator.

Section 6. Hold Harmless

- A. As Operator, the City of North Pole agrees to indemnify, save and hold harmless the Owner, his agents and employees, and defend at Operator's own expense, from and against any claim or liability for any injury to any person or damage to any property resulting from any act of negligence, error or omission by the Operator.
- B. Operator's indemnity obligation shall be limited to the applicable insurance policy limits.

Section 7. Insurance

- A. During the term of the agreement, the City shall obtain and maintain in force Commercial General Liability coverage of not less than \$1,000,000 per occurrence with a carrier with an A. M. Best rating of "A" or better.
- B. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

City of North Pole

Mayor

Date

SCH, Inc.

President

Date



CITY OF NORTH POLE

Alaska

**City of North Pole
Tuition Reimbursement Agreement**

2.36.231 Tuition reimbursements.

A. An employee who registers for course work to be taken on personal time that is considered to be of benefit to the City may be reimbursed up to one hundred percent of the tuition expense. In order to be considered for reimbursement, the employee must, prior to enrollment, receive department head approval and submit a tuition reimbursement agreement obtained by Human Resources that explains how the course will be of mutual benefit to the City and the employee and that funds are available in the department's budget. Pre-approval by the City Council is required on all tuition reimbursements.

B. Upon completion of the course, the employee shall submit evidence of successful completion and a brief written summary of the outcome of the course to their respective department head who will verify and issue the reimbursement. A copy of the transcript must be attached to the tuition reimbursement request. The employee shall sign an agreement that the tuition will be returned to the City if the employee leaves City employment within twelve months from date of completion of the course. (Ord. 16-07 § 2, 2016; Ord. 02-01 § 2, 2002; Ord. 00-04 § 2, 2000)

Department:

Fire Dept.

Employee Name:

Chad Heineken

Date of request:

2/12/2020

Course Work Desired:

AAS Fire Science

Education Institution:

Columbia Southern University

Course Dates:

Spring 2020

Cost of Course work:

\$690.00

Departmental Approval

This course is deemed beneficial to the City of North Pole and the employee and funds are available in the department's budget.

Department Head Signature: _____



Date: 2-26-20

City Council Approval

This agreement was approved by the City Council on the ____ day of _____, _____: (Minutes attached)

City Clerk Attest: _____

Seal

The employee agrees that the tuition will be returned to the city if he/she leaves city employment within twelve months from date of completion of the course.

Upon completion of the course, the employee shall furnish evidence of successful completion and a brief written summary of the outcome of the course to their respective department head who will verify and issue the reimbursement. A copy of the transcript must be attached to the Tuition Reimbursement Request.

Employee Signature: _____



Dept Head Signature: _____



Date: 2-26-20

Memo

To: North Pole City Council
From: Geoff Coon
Date: 02/26/2020
Re: Fire Mutual Aid Agreement



This is a request to renew the Mutual Aid Agreement with the United States Army Garrison and the surrounding fire department emergency services. The North Pole Fire Department has had a long-standing Mutual aid agreement with the interior fire departments and this is just a renewal of the agreement with updated language. This agreement has been sent to the city attorney for approval.

It is my recommendation that Mayor sign the updated agreement.

Fire Chief


Geoffrey L. Coon

Geoff Coon

From: Zane Wilson <zane@alaskalaw.com>
Sent: Monday, February 24, 2020 11:24 AM
To: Geoff Coon
Cc: Niki Lightly; Zane Wilson
Subject: RE: Mutual Aid Approval

Good Moring Chief:

I am fine with the agreement.

It is important, however, that we follow up with our insurer and make sure we have appropriate language in our policy so that our insurer does not bring a claim against fellow mutual aid parties should we suffer a loss due to the negligence of another responding party-as we have agreed to do under paragraph 6.

Zane

From: Geoff Coon
Sent: Monday, February 24, 2020 10:58 AM
To: Zane Wilson <zane@alaskalaw.com>
Subject: Mutual Aid Approval

Hello Zane:

I am looking for approval of a Mutual aid agreement between US army garrison Alaska and the surrounding fire department emergency services.

I included the old Mutual aid agreement pdf 342 and the new one 2305 (2nd for approval).

Call me if you have any questions. I would like to have it on the Mondays meeting if possible.

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

**MUTUAL AID AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON ALASKA
AND
SURROUNDING FIRE DEPARTMENT EMERGENCY SERVICES**

AK-MAA-2002

This Mutual Aid Agreement, is made and entered into this ____ of _____, between USAG Alaska (Fort Wainwright), Eielson Air Force Base (EAFB), City of Fairbanks Fire Department (FFD), City of North Pole Fire Department (NPFd) (pursuant to the authority of 42 U.S.C. § 1856a), Fairbanks International Airport Fire Department (FIAFD), Fairbanks North Star Borough Fire Service areas (FNSBFS), Steese Volunteer Fire Department (SVFD), Ester Volunteer Fire Department (EVPF), Chena-Goldstream Fire and Rescue (CGFR), North Star Volunteer Fire Department (NSVFD), University Fire Department (UFD), and Salcha Fire and Rescue (SFR). Together the USAG Alaska, EAFB, FFD, NPFd, FIAFD, FNSBFS, SVFD, EVPF, CGFR, NSVFD, UFD, and SFR are hereinafter referred to as the "Parties."

NOW, THEREFORE.

WHEREAS, each of the parties hereto has an interest in fire protection; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service In order to provide fire protection services; and

WHEREAS, each party is responsible for its area of coverage AKA response district as outlined by its geographical boundaries; and

WHEREAS, In the event of a fire or other emergency, a party may need the assistance of another party to this Agreement to provide supplemental fire equipment and/or personnel support: and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this agreement in the event of such a fire, or other emergency: and

WHEREAS, the equipment and personnel of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a request for mutual aid; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE: The stated purpose of the Mutual Aid Agreement is to provide mutual assistance to the parties for fire protection for fire protection services outside the normal scope of what each party regularly provides.

2. GENERAL TERMS: In order to be a voluntary participant in this agreement, a fire department must be registered with the State of Alaska Fire Marshal's office. The parties agree that the President of the Interior Fire Chief's Association is designated as a coordinator for all parties to this Agreement.

3. REQUEST FOR ASSISTANCE: The Incident Commander of the party at an emergency within the boundaries of that party's geographical jurisdiction (also known as the Requesting Party) is authorized to request assistance from another party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.

4. RESPONSE TO REQUEST: Upon receipt of a request as provided for in paragraph number 3 of this agreement the Chief Officer of the party receiving the request (also known as the responding party) shall immediately take the following action:

- a. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
- b. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- c. In the event the requested equipment and/or personnel are available, then the Chief Officer may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- d. In the event the requested equipment and/or personnel are not available, then the Chief Officer shall immediately advise the Requesting Party of such fact.

5. COMMAND RESPONSIBILITY AT EMERGENCY SCENE: All parties agree to implement the National Incident Management System during mutual aid responses and to follow the area-wide accountability and area-wide communications plans. The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the Immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of

responsibility for the operation. If an emergency In the Responding Party's own jurisdiction occurs during a response to a request, the Responding Party must be released by the Incident Commander prior to departing the scene. The Incident Commander will not unreasonably withhold consent to release a Responding Party In the event of an emergency.

6. LIABILITY: Each responding entity hereby waives all claims against each requesting entity for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement.

Responding entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

7. POST RESPONSE RESPONSIBILITY: Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any Items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel. All entities shall maintain records regarding the frequency of the use of this agreement and shall share said records upon request with the other parties to this agreement:

8. COMPENSATION: Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying worker's compensation Insurance upon said employees; and each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. Nothing in this section prevents a party from filing claims for firefighting costs and losses under 15 U.S.C. §2210 and 44 C.F.A. Part 151.

9. INSURANCE: Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

10. PRE-INCIDENT PLANNING: The Chief Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of Its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

11. **SHARED PURCHASING:** This agreement creates no obligation for joint or cooperative acquiring, holding and/or disposal of real or personal property.

12. **ADMINISTRATION AND FINANCE:** There is not hereby created any separate or legal administrative entity by this agreement. Each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Chief Officers.

13. **TERMINATION AND AMENDMENT:**

a. This Agreement shall remain in full force and effect unless terminated. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate the party's participation in this Agreement on the date specified therein unless rescinded prior in writing.

b. Review, re-negotiation or amendment of this agreement may be initiated at any time upon written request of any party hereto. Amendments must be approved by all parties hereto, and will be attached to and become part of this Agreement only upon execution by all parties.

c. Requires a biannual review of the agreement In Accordance With Army Regulation 420-1.

14. **AGREEMENT NOT EXCLUSIVE:** This agreement is not intended to be exclusive as between parties hereto. Each of the parties may, as that party deems necessary or expedient enter into a separate Mutual Aid Agreement or Agreements with any other party or parties. Entry Into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

15. **COUNTERPARTS:** This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

16. DURATION: This Mutual Aid Agreement will be valid after last parties signs and expires 9 years from the effective date of last signature.

Agreed:

Fairbanks North Star Borough (FNSB):

Date: _____
Mayor

Ester Volunteer Fire Department:

Date: _____
Fire Chief

Salcha Fire and Rescue:

Date: _____
Fire Chief

University of Alaska Fairbanks:

Date: _____
Chancellor

City of North Pole:

Date: _____
Mayor

Eielson AFB:

Date: _____

Chena Goldstream Fire and Rescue:

Date: _____
Fire Chief

North Star Volunteer Fire Department:

Date: _____
Fire Chief

Steese Area Volunteer Fire Department:

Date: _____
Fire Chief

City of Fairbanks:

Date: _____
Mayor

USAG Alaska:

Date: _____
Garrison Commander

Fairbanks International Airport:

Date: _____

Base Commander

Airport Manager