



CITY OF NORTH POLE

Regular Meeting

November 2, 2020

North Pole Council Chambers

125 Snowman Lane, North Pole, Alaska

www.northpolealaska.com

Monday, November 2, 2020

Committee of the Whole: 6:30 PM

Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch

488-8584

CITY CLERK

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. October 19, 2020
- 6. Communications from the Mayor**
 - a. Certification of the October 6, 2020 Election
 - b. Oath of Office for Re-Elected Officials
 - c. Re-Organization of Council
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**

- a. CARES Act Update.

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

11. Old Business:

- a. Ordinance 20-25 An Ordinance of the City of North Pole, Alaska to Amend 2020 Operating Budget and Grant Funds.

12. New Business:

- a. Ordinance 20- 26 An Ordinance of the City Of North Pole, Alaska Establishing the 2021 Operating Budget and Levying the Mill Rate.
- b. Resolution 20-08 A Resolution of the North Pole City Council, Authorizing the City of North Pole to Join the Alaska Remote Sales Tax Commission for the Purpose of Developing, Implementing and Enforcing a Remote Sellers Sales Tax Code.
- c. A Request for Authorization to allocate additional CARES Act Funds to Design Alaska for the purpose designing an addition to the North Pole Police Department.
- d. A Request to use GCSIT Quote to purchase Laptops for Patrol Vehicles.
- e. Request for City of North Pole to Accept for Ownership and Maintenance of Stryker Loop in the Eagle Estates Subdivision.

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.

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 arhoades@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 arhoades@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, October 19, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, October 19, 2020 to order at 7:02 p.m. with the following Council Members in attendance:

Council Members Present: Mayor Welch – Zooming In
Santa Claus - Zooming In
Thomas McGhee - Zooming In
David Skipps - Zooming In
Aino Welch - Zooming In
DeJohn Cromer - Zooming In

Absent: Perry Walley

Excused:

Also Present: Steve Dutra, Police Chief – Zooming In
Geoff Coon, Fire Chief – Zooming In
William Butler, Director of City Services– Zooming In
Tricia Fogarty, Chief Financial Officer – Zooming In
Aaron M. Rhoades, City Clerk/HR Manager – Zooming In

PLEDGE OF ALLEGIANCE TO THE FLAG

Clerk Rhoades asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by Councilwoman Welch.

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of October 19, 2020.

Seconded by Mrs. Welch.

Discussion

Mr. McGhee moved to consent the following items:

Old Business:

- a. Ordinance 20 – 22 An Ordinance of the City of North Pole, Alaska Amending Title 4, Chapter 08.050 Sales Tax Code to Collect Sales Tax from Online Retailers.
- b. Ordinance 20 – 23 An Ordinance of the City of North Pole, Alaska to Amend 2020 Operating Budget and Other Funds
- c. Ordinance 20 – 24 An Ordinance of the City of North Pole, Alaska to Amend Title 4, Purchasing, Chapter 4.16.030 Purchase Limits

New Business:

- a. Ordinance 20-25 An Ordinance of the City of North Pole, Alaska to Amend 2020 Operating Budget and Grant Funds.
- b. Request Authorization to provide Tuition Reimbursement \$2,628.00 for North Pole Police Department employee Alison Trubacz AIS F310 – Principals of Marketing, BAF343 – Management of Information Systems, MSLFIIX – The Oceans
- c. Request Authorization to Accept CESF Grant for \$30,000.00 for remodel of NPPD Bathrooms.
- d. Request Authorization to Accept State of Alaska DHS & EM Grant in the amount of \$74,983.91.
- e. Request Authorization to Award Sea Western Fire Fighting Equipment contract for supplying new Fire Hose equipment.
- f. Request to Award the 2020-2021 Snow Removal Contract to Hubbard Excavation.
- g. Request to Approve City of North Pole Bed Tax Committee which consists of Wanda Adlesperger, Jeff Jacobson, Larnetia Skipps, Thomas McGhee, David Skipps, Perry Walley, Michael Welch, Alternate - Aino Welch. Committee will be in effect until December 31, 2021.

Seconded by Mr. Claus

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CONSENT OLD BUSINESS ITEMS A, B, C AND NEW BUSINESS ITEMS A, B, C, D, E, F, AND G:

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AGENDA AS AMENDED:

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. McGhee *moved to* **approve the Minutes of October 5, 2020.**

Seconded by Mr. Claus

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES FROM THE OCTOBER 5, 2020 NORTHPOLE CITY COUNCIL MEETING:

YES: 6 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- Covid 19 Testing Center located behind Pagoda run by Beacon Health.
- Dr. Cuchee is going to supply the City of North Pole with testing kits for City of North Pole Employees.
- Contracted Songs Cleaning for deep cleaning of City Hall and NPPD each Friday.
- Met with Love Inc. FIG is going well. BIG not going so well and may need to pull away from the Borough and have someone else administer BIG grants.
- Mr. Butler will discuss about having a proper air handler in the City Hall building.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Santa thanked the Mayor for doing Zoom for the meeting. Also for cleaning the building.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Building Department, Bill Butler
Building Department

- Permits issued since last Council meeting:
 - Foundation only permit issued

Public Works

- Snowplowing bid recommendation is before the Council this evening.

Utility Department

- Utility Department staff routinely support Moose Creek project activities.
- The shutoff meters are finally available—two years behind schedule
 - Utility is testing the shutoff to see if they perform to our needs and expectations.
 - Goal is to install these meters in Moose Creek.

North Pole Expansion Project

- There was one lone customer service line that one of the contractors missed. This install will occur this Tuesday or Thursday.
- Stantec assisted the Utility with review of North Pole Expansion warranty items at the pump house and water treatment plant and found no significant issues of concern. This work was funded by legal settlement.

Moose Creek Water System Expansion Project.

- All water mains installed in Northern and Southern Loops.
- Project is in the commissioning phase where they full bore flush the piping, conduct pressure tests, chlorinate the mains, pumps and filter and collect samples for bacterial testing.
 - HC Contractors has encountered a few “hiccups” –a few positive bacteria tests, a possible frozen water main.
 - Freezing temperatures compound the commissioning—must discharge the water used in the tests and there are tens of thousands of gallons to dispose of.
 - Goal is to achieve interim approvals to operate and if this is achieved the installations will be considered substantially complete.

Finance, Tricia Fogarty

- Working on ClearGov Budget. 1st budget meeting tomorrow.

- Covid FIG Grant monies paid out so far is \$107,700.00.
- BIG Grant \$45,000
- Sales Tax sent email where we are at for 2020.
- Budget Workshop Schedule Oct 20, 26, 27 @ 6:00PM

Fire Department, Chief Coon

- We are still in the process of hiring an Engineer. Chief Heineken is going through applicants and scheduling tests and interviews.
- We have gone on 1087 emergency calls this year.
- Alaska has had 10,980 Covid-19 cases with 5,853 total recovered and 67 deaths.
- The FNSB area has had 1,742 cases total.
 - These numbers are sent out daily from Alaska Department of Health and Social Services.
- Anyone with CIVID-19 symptoms can receive free testing at FBX Airport 10am-4pm 7 days a week. There is a trailer set up in long term parking and you do not need to call ahead.
- Please continue to work on those three ICS classes.
- Command truck is here and we are using it for daily routine use. It will go in to Auto Trim Design for the striping and electronics in about a month.

Training:

- Firefighter 1 is still ongoing. Most of the remaining classes will be at NSVFD station 31.

Maintenance Report:

- Captain Hamlin is working on a charging issue on E-21. E-21 is our front-line engine.
- Fresh air heater will be installed in C-21 this week for Motor vehicle accidents and keeping equipment warm on emergencies.

Police Department, Chief Dutra

- Car has been shipped from company in Midwest
- We are in a mixed COVID19 stance – working from home and some not
- Incredible feedback from Facebook – hiring is boosted by our postings
- Our new national testing through PST is working well
- New hire starts Wednesday.

- Stats
- Memorial park cameras –
- Sgt. Milne has put in his retirement notice, Jan 2021. We will start the process for promotion.

Borough Representative

- This was a short meeting. No citizens weighed in on any of the borough businesses at hand.
- City of Fairbanks: No rep available

- School Board Committees still open. Details on the school District website. Still in the red zone. One school LADD elementary was shut down due to Covid 19
- 2020-29 passed: Annexation in Gordon SA
- 2020-30 passed: Annexation in Tan Terra SA
- 2020-31 passed: Twenty-Three Mile Slough SA
- 2020-32 passed: NP old library up for sale
- 2020-37 passed: Support the AKDEC changes to the Regs on Air Qualities SIP (State Implementation Plan)
- 2020-33 passed: Land lease Fair Market Value for Tower lease with ACS off CHSR

City Clerk

- Mastering the Zoom Software so as to provide alternate means to meet for budget meetings.
- Monitoring CARES Act Vendors to see performance and where to help.
- 17 approved
- 3 pending
- 23 outside city limits
- 43 total applications
 - Borough
 - 174 Applied (8 North Pole)
 - 45 Paid (3 North Pole)
- Completed 2021 Budget and Submitted to CFO
- Covid – 19 Policy & Practices Working on Creating current Covid 19 Policy

ONGOING PROJECTS

- CARES Act funding distribution is going poorly. May need to find alternative entity other than Borough to help distribute the funds.

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

None

Mr. Walley *moved to adjourn the meeting at 9:03 p.m.*

Seconded by Mr. McGhee

The regular meeting of Monday, October 19, 2020 adjourned at 8:04p.m.

Michael Welch, Mayor

ATTEST:

Aaron M. Rhoades, City Clerk

ORDINANCE NO. 20-25

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND 2020 OPERATING BUDGET AND GRANT FUNDS**

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

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

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

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

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

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

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council

Mayor: Michael W Welch

ATTEST:

Aaron Rhoades, City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year:

Accompanying Ordinance/Resolution:

Originator / sponsor:

Date:

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

FUND	Account Description	Account #	Debit	Credit

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: _____ **Date:** _____

Finance Approval: _____ **Date:** _____

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.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans' Affairs**

Division of Homeland Security
and Emergency Management

P.O. Box 5750
JBER, AK 99505-0750
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

October 1, 2020

The Honorable Michael Welch, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2020 State Homeland Security Program, EMW-2020-SS-00012-S01
State Grant No.: 20SHSP-GY20

Mayor Welch:

We received funds from the U.S. Department of Homeland Security under the 2020 State Homeland Security Program. We are pleased to award the City of North Pole the amount of \$74,983.91 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2020 electronic Grant Kick-Off Meeting to be held in fall 2020.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

The 2020 State Homeland Security Program requires completion of the Nationwide Cybersecurity Review (NCSR) by all subrecipients by December 31, 2020. More information on this online, self-assessment is will be provided at the 2020 electronic Kick-Off Meeting.

Attached is a pre-signed Obligating Award Document (OAD). Please review the information for accuracy and review any Special Conditions. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep the hard copy for your records.

Mayor Welch
October 1, 2020
Page 2 of 2

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.

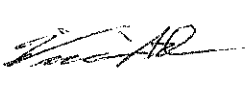

Sincerely,



William A. Dennis
Administrative Operations Manager

Attached: Obligating Award Document
 Project Budget Details Report
 Quarterly Activities Plan

cc: Steve Dutra, Jurisdiction Project Manager
 Tricia Fogarty, Jurisdiction Chief Financial Officer

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 8 FEDERAL AWARD DATE September 25, 2020 FEDERAL GRANT PROGRAM 2020 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER EMW-2020-SS-00012-S01	
RECIPIENT NAME AND ADDRESS City of North Pole 125 Snowman Lane North Pole, AK 99705		PERFORMANCE PERIOD FROM: October 01, 2020 TO: September 30, 2022		AMENDMENT AMENDMENT #: EFFECTIVE DATE:		CFDA: 97.067 AWARD AMOUNT \$74,983.91	
DUNS NUMBER EIN		082506569 92-6001585		FUNDING ALLOCATION PLANNING TRAINING		EXERCISE EQUIPMENT \$74,983.91	
METHOD OF PAYMENT Electronic		PURPOSE OF AWARD The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.		GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions		SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)	
ADDRESS Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750		AGENCY INFORMATION WEBSITE EMAIL PHONE FAX		http://ready.alaska.gov mva.grants@alaska.gov 907-428-7000 907-428-7009		STATE PROJECT MANAGER PHONE FAX EMAIL Tiffany Peltier (907) 428-7026 (907) 428-7009 tiffany.peltier@alaska.gov	
AGENCY APPROVAL NAME AND TITLE OF APPROVING AGENCY OFFICIAL William A. Dennis, Administrative Operations Manager		RECIPIENT ACCEPTANCE NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL Michael Welch, Mayor		SIGNATURE OF APPROVING AGENCY OFFICIAL 		SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	
DATE 9-29-20		DATE		DATE		DATE	
FOR STATE USE ONLY							
Division File Number:		Date Returned		Fund		Unit	
1004		2001		AR Unit		Object	
099180010		7001		Activity		Function	
2012		20 SHSP NP		Program		PPC	
2SHSP2020		GYSHSP		2012		20 SHSP NP	

Program Requirements

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments
- (F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2020 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,287,500.00 under *Federal Grant EMW-2020-SS-00012-S01, CFDA# 97.067*. The City of North Pole has been awarded \$74,983.91, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2020 through September 30, 2022. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of North Pole shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2020–12/31/2020	01/20/2021
2	01/01/2021–03/31/2021	04/20/2021
3	04/01/2021–06/30/2021	07/20/2021
4	07/01/2021–09/30/2021	10/20/2021
5	10/01/2021–12/31/2021	01/20/2022
6	01/01/2022–03/31/2022	04/20/2022
7	04/01/2022–06/30/2022	07/20/2022
8	07/01/2022–09/30/2022	10/20/2022
9	Final Report	11/15/2022

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the *Procurement Method Report* for specific requirements.

- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

(H) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) Use of DHS Seal, Logo and Flags: All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(K) Acknowledgement of Federal Funding: All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) Federal Debt Status: All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) False Claims Act and Program Fraud Civil Remedies: All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) Performance Measures: Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) Subrecipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of North Pole's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of North Pole of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of North Pole must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of North Pole stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of North Pole only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) Project Implementation: Due to the competitiveness of the 2020 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(U) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), Guidance, Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, State Overview and Guidelines, State Preparedness Report/Stakeholder Preparedness Review, Threat and Hazard Identification and Risk Assessment (THIRA) and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend the 2020 Grant Kick-Off Meeting to be held electronically in fall 2020.

(W) The City of North Pole must complete a Quarterly Activities Plan by November 15, 2020. Information on this requirement will be emailed and provided at 2020 Grant Kick-off meeting.

(X) The City of North Pole must complete/update the Whole Community Input Form (WCIF)/Alaska Assessment annually by July 31st.

(Y) The City of North Pole must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2020, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

(AA) The City of North Pole must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2020. More information on this online, self-assessment is will be provided at the 2020 electronic Kick-Off Meeting and can be found in the 2020 HSGP NOFO and DHS Information Bulletin #439, located here, <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

Special Conditions

None

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature



Project Budget Details **2020 State Homeland Security Program** **North Pole, City of** **Reported Revision 0 of 0**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Interop.Communications	Public Safety Communications	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$26,820.54	\$0.00	\$26,820.54
Item: Mobile Radios Description: Purchase and deployment of P25 compliant mobile radios and accessories for Police and Fire Department.							
2	Equipment	Detect.Equip	Fire Service	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$6,904.00	\$0.00	\$6,904.00
Item: Gas Monitoring Equipment Description: Purchase and deployment of Altair 5x gas monitor, docking unit, and calibration. Note: additional gas monitors in application not approved for purchase.							
3	Equipment	Interop.Communications	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$41,259.37	\$0.00	\$41,259.37
Item: Portable Radios Description: Purchase and deployment of P25 compliant portable radios and accessories for Police and Fire Department.							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
				State:	\$0.00	\$0.00	\$0.00
				Federal:	\$74,983.91	\$0.00	\$74,983.91
				Grand Total:	\$74,983.91	\$0.00	\$74,983.91

**CITY OF NORTH POLE
RESOLUTION 20-08**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL AUTHORIZING THE CITY OF
NORTH POLE TO JOIN THE ALASKA REMOTE SALES TAX COMMISSION FOR THE
PURPOSE OF DEVELOPING, IMPLEMENTING AND ENFORCING A REMOTE SELLERS
SALES TAX CODE.**

WHEREAS, the inability to effectively collect sales tax on sales of property, products or services transferred or delivered into Alaska in response to orders placed electronically by consumers with remote sellers, is seriously eroding the sales tax base of communities, causing revenue losses and imminent harm to residents through the loss of critical funding for local public services and infrastructure; and

WHEREAS, the harm from the loss of revenue is especially serious in Alaska because the state has no broad-based tax, and sales tax revenues are essential in funding the provision of services by local governments; and

WHEREAS, the failure to collect tax on remote sales creates market distortions by creating tax shelters for businesses that limit their physical presence in the state or cities and boroughs but still sell their goods and services to their consumers, something that becomes easier and more prevalent as technology continues to advance; and

WHEREAS, the structural advantages for remote sellers, including the absence of point-of-sale tax collection, along with the general growth of online retail, make clear that erosion of the sales tax base is and has been occurring and is a growing problem that is likely to only worsen in the near future; and

WHEREAS, remote sellers who make a substantial number of deliveries into or have large gross revenues from Alaska benefit extensively from the Alaska market, affecting the economy generally, as well as local infrastructure; and

WHEREAS, given modern computing and software options, it is neither unusually difficult nor burdensome for remote sellers to collect and remit sales taxes associated with sales into Alaska taxing jurisdictions; and

WHEREAS, the recent decision by the United States Supreme Court in South Dakota v. Wayfair allows for the amendment of the sales tax code to account for remote sellers who do not have a physical presence in either the state of Alaska or within the City of North Pole, but do have a taxable connection with the state of Alaska and City of North Pole; and

WHEREAS, the decision in South Dakota v. Wayfair provided guidance that included the defensibility of a single-level statewide administration of remote sales tax collection and remittance; and

WHEREAS, in order to implement a single-level statewide sales tax administration, it is the intent of local taxing jurisdictions within Alaska to establish an intergovernmental entity known as the Alaska Remote Seller Sales Tax Commission (the "Commission"); and

WHEREAS, the function and powers of the Commission will be set forth under the Alaska Intergovernmental Remote Seller Sales Tax Agreement (the "Agreement"), a cooperative agreement between Commission members; and

WHEREAS, under the terms of the Agreement, in order to maintain membership in the

Commission, the City of North Pole will be required to adopt certain uniform code provisions for the collection and remittance of municipal sales tax applicable to sales made by remote seller; and

WHEREAS, the uniform remote sales tax code will be presented to the North Pole City Council for consideration once adopted by the Commission; and

WHEREAS, once adopted, the administration of remote sales tax collection and remittance will be delegated to the Commission; and

WHEREAS, the intent of the Agreement is to enable Alaska's taxing jurisdictions to levy their municipal sales tax to the maximum limit of federal and state constitutional doctrines; and

WHEREAS, the City of North Pole Home Rule Charter states "Section 9.1. Agreements, including those for cooperative or joint administration of any function or power, may be made by the Council with any local government, with the State, or with the United States, unless otherwise provided by law. The Council may transfer to the Borough, of which the City is a part, any City power or function unless prohibited by law. Such transfer shall not take effect for ninety (90) days following approval by the Council. The Council may at any time revoke the transfer."

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH POLE CITY COUNCIL:

Section 1. Authorization. The North Pole City Council authorizes the City Clerk to negotiate, execute, and submit all necessary documents to obtain and maintain membership in the Alaska Remote Seller Sales Tax Commission.

Section 2. Representation. The North Pole City Council designates the Chief Financial Officer as the North Pole City's representative on the Commission.

Section 3. Scope of Agreement. The Alaska Intergovernmental Remote Seller Sales Tax Agreement is included as Attachment A.

Section 4. Effective Date. This resolution shall be effective immediately after its adoption.

PASSED AND ADOPTED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 2nd day of November, 2020.

Michael W. Welch, Mayor

ATTEST:

Aaron M. Rhoades, City Clerk

PASSED Yes: No: Absent:

Alaska Intergovernmental Remote Seller Sales Tax Agreement

FINAL

October 11, 2019

Alaska Intergovernmental Remote Seller Sales Tax Agreement

This Agreement is made and entered into by the signatories representing Alaska's cities and boroughs to enable them to implement single-level, statewide administration of remote sales tax collection and remittance. The provisions of the Agreement do not apply to administration and collection of sales taxes for the sales of goods and services originating from within the boundaries of a member municipality nor does this Agreement restrict how a member municipality administers and collects sales tax on such sales, nor on sales made by those retailers with a physical presence in the municipality. The authority to set rates and exemptions is maintained by the member municipality.

Article I. Background Principles.

1. The signatories wish to enable local governments to benefit from opportunities for collection of existing sales tax on sales made by remote sellers. Remote sellers are sellers who sell, often through the internet, products or services in a taxing jurisdiction without having a physical presence in the taxing jurisdiction.
2. The collection of remote sales tax provides a level playing field for local businesses and strengthens the ability of local governments to provide public services and infrastructure.
3. The signatories are particularly mindful of the specific holding in, and implications of, the Supreme Court's *South Dakota v. Wayfair* decision, which provides guidance relative to nexus and the legal defensibility of a single-level statewide administration that reduces or removes potential burdens to interstate commerce.
4. Alaska's local governments have the authority to enter into intergovernmental agreements and applicable taxing authority has been delegated to organized boroughs and cities.
5. The signatories desire to establish an intergovernmental entity to enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers.

Article II. Purpose.

The purpose of this Agreement is to:

1. Enable cooperative centralized administration of sales tax collection, remittance, and enforcement on sales made by remote sellers using a single statewide intergovernmental entity;
2. Provide for and promote reasonable uniformity and compatibility in significant components of local sales tax levy and collection on sales made by remote sellers and marketplace facilitators in order to facilitate streamlined joint administration; and
3. Facilitate taxpayer and tax collector convenience and compliance in the filing of tax returns, the payment of tax, and in other phases of tax administration of sales made and services provided by remote sellers and marketplace facilitators.

Article III. Definitions.

As used in this Agreement:

1. “Commission” means the Alaska Remote Seller Sales Tax Commission established pursuant to this Agreement.
2. “Local Government” means any home rule, first class, or second class borough, or any home rule, first class, or second class city, or unified municipality in Alaska.
3. “Member” means a Local Government signatory to this Agreement.
4. “Remote seller” means any corporation, partnership, firm, association, governmental unit or agency, or person acting as a business entity that sells property or products or performs services in the State of Alaska or a taxing municipality in the state, using the internet, mail order, or telephone, without having a physical presence in the state or taxing municipality.
5. “Sales tax” means a tax imposed with respect to the transfer for a consideration of ownership, possession, or custody of property or the rendering of services measured by the price of the property transferred or services provided.
6. “Marketplace facilitator” means a person that provides for sellers a platform to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale of the seller’s products or services (excluding lodging and rentals) through a physical or electronic marketplace operated by the person, and engages:
 - a. Directly or indirectly, through one or more affiliated persons in any of the following:
 - i. Transmitting or otherwise communicating the offer or acceptance between the buyer and seller;
 - ii. Owning or operating the infrastructure, electronic or physical, or technology that brings buyers and sellers together;
 - iii. Providing a virtual currency that buyers are allowed or required to use to purchase products from the seller; or
 - iv. Software development or research and development activities related to any of the activities described in (b) of this subsection (6), if such activities are directly related to a physical or electronic marketplace operated by the person or an affiliated person;
 - b. In any of the following activities with respect to the seller's products:
 - i. Payment processing services;

- ii. Fulfillment or storage services;
- iii. Listing products for sale;
- iv. Setting prices;
- v. Branding sales as those of the marketplace facilitator;
- vi. Order taking;
- vii. Advertising or promotion; or
- viii. Providing customer service or accepting or assisting with returns or exchanges.

Article IV. The Commission.

1. Organization and Management.

- a. The Alaska Remote Seller Sales Tax Commission (the “Commission”) is hereby established as an intergovernmental entity in the state of Alaska. It will be comprised of one designated representative from each Member, who shall have the authority to act on the Member’s behalf.
- b. Each Member will be entitled to one vote.
- c. To assist conducting business when the full Commission is not meeting, the Commission will annually elect a Board of Directors of seven members, including officers. The Board of Directors will act subject to the provisions of this Agreement and as provided in the bylaws of the Commission, as ratified by the members.
- d. No action will be binding unless approved by a majority of the Directors present at a meeting.
- e. The Commission will adopt an official logo.
- f. The Commission will hold an annual meeting rotating the location of the meeting each year, with telephonic participation provided for, in addition to scheduled regular meetings and special meetings as provided by its bylaws. Notices of special meetings must include the reasons for the meeting and the items to be considered.
- g. The Commission will elect annually, from among its members, a Chairman, a Vice Chairman, and a Secretary/Treasurer. The bylaws of the Commission shall provide for nomination and election of officers.
- h. The Commission will contract at formation for support and administrative

functions with the Alaska Municipal League (AML). The Executive Director of the AML will serve as a liaison between the Commission and AML and may appoint necessary staff support. This provision will be revisited within three years of legal formation of the Commission.

- i. The Commission may contract for supplies and professional services, and delegates to AML the same ability on its behalf.
- j. To carry out any purpose or function, the Commission may accept and utilize donations and grants of money, equipment, supplies, materials and services, conditional or otherwise, from any Member or governmental entity.
- k. The Commission may establish one or more offices for the transacting of its business. Upon formation, its registered office and place of business will be the Alaska Municipal League at One Sealaska Plaza, Suite 200, Juneau, AK 99801.
- l. The Members will adopt the initial bylaws of the Commission. The Commission will make its bylaws easily accessible for Members and prospective members. The power to adopt, alter, amend or repeal bylaws is vested in the Board of Directors unless it is reserved to the Members per the bylaws. The bylaws shall contain provisions for the regulation and management of the affairs of the Commission not inconsistent with this Agreement.
- m. The Commission will provide annual reports to its members covering its activities for the preceding fiscal year. The Commission may make additional reports.

2. Committees.

- a. In furtherance of its activities, the Commission may establish advisory and technical committees by a majority vote of the membership body. Membership on a technical committee, may include private persons and public officials. Committees may consider any matter of concern to the Commission, including issues of special interest to any member and issues pertaining to collection of sales tax on behalf of members.
- b. The Commission may establish additional committees by a majority vote of the membership or Board of Directors as its bylaws may provide.
- c. Committees may not take any action but may recommend action to the Board of Directors for consideration.

3. Powers.

In addition to powers conferred elsewhere in this Agreement and in the bylaws, the Commission may:

- a. Study federal, state and local sales tax systems, and particular types of state and local taxes.

- b. Develop and recommend proposals to promote uniformity and compatibility of local sales tax laws with a view toward encouraging the simplification and improvement of local tax law and administration.
- c. Compile and publish information to support and assist members in implementing the Agreement or assist taxpayers in complying with local government sales tax laws.
- d. Do all things necessary and incidental to the administration of its functions pursuant to this Agreement, including:
 - i. Sue and be sued.
 - ii. Administer provisions of uniform sales tax ordinances pursuant to authority delegated by Members
- f. The Commission may create and adopt policies and procedures for any phase of the administration of sales tax collection and remittance in accordance with this Agreement and the Commission's bylaws, including delegated authority to administer taxation or prescribing uniform tax forms. Prior to the adoption of any policy, the Commission will:
 - 1. As provided in its bylaws, hold at least one meeting after due notice to all members and to all taxpayers and other persons who have made timely requests to the Commission for advance notice of its policy-making proceedings.
 - 2. Afford all affected members and interested persons an opportunity to submit relevant written comments, which will be considered fully by the Commission.
- g. The Commission will submit any policy adopted by it to the designated representative of all Members to which they might apply. Each such Member will in turn consider any such policy for adoption in accordance with its own laws and procedures.
- h. Amend this Agreement by majority vote of the Members.

4. Finance.

- a. At least 90 days prior to the start of a new fiscal year, the Board of Directors will adopt a budget of its estimated expenditures for the upcoming fiscal year and submit to Members.
- b. The Commission will follow a July 1 to June 30 fiscal year.
- c. The Commission's budgets must contain specific recommendations for service fees built into statewide administration. Service fees will account for direct staff and software costs, and indirect costs, as justifiable to the Board of Directors.

- d. The Commission will not pledge the credit of any member. The Commission may meet any of its obligations in whole or in part with funds available to it, provided that it takes specific action to set aside such funds prior to incurring any obligation to be met in whole or in part in such manner. Except where the Commission makes use of funds available to it, the Commission may not incur any obligation prior to the allocation and commitment of funds adequate to meet the same.
- e. The Commission must keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the Commission will be subject to the audit and accounting procedures established under its bylaws. All receipts and disbursements of funds handled by the Commission will be audited annually by a certified public accountant and the report of the audit will be included in and become part of the annual report of the Commission to Members.
- f. The accounts of the Commission will be open at any reasonable time for inspection by duly constituted officers of the Members, the State of Alaska, and by any persons authorized by the Commission.
- g. Nothing contained in this Article may be construed to prevent Commission compliance with laws relating to audit or inspection of accounts by or on behalf of any government contributing to the support of the Commission.

Article V. Membership Requirements; Remote Seller Sales Tax Code.

1. To obtain and retain full membership, the Local Government must submit either an Ordinance or Resolution authorizing entry into the Agreement, including to:
 - a. Designate the individual at the municipality that may execute initial binding documents on behalf of the municipality and who will be the Member's representative on the Commission.
2. Once the Commission adopts its bylaws and adopts a uniform Remote Sellers Sales Tax Code, members must submit an Ordinance or Resolution that:
 - a. Delegates remote seller sales tax registration, exemption certification, collection, remittance, and audit authority to the Commission.
 - b. Within one hundred twenty (120) days, adopts, by reference or otherwise, the Remote Seller Sales Tax Code in its entirety as it pertains to collection of sales tax from remote sellers and marketplace facilitators. The Remote Seller Sales Tax Code is provided as "Addendum A".
3. To retain full membership status, changes made to the Agreement or Code should be ratified by the Member within one hundred twenty (120) days of the date the Commission adopts the change.
4. The Member must provide notice of tax or boundary changes to the Commission and must

assure the Commission of the accuracy of rates and exemptions. Rate and exemption changes will take effect within thirty (30) days of the date the Commission receives notice of the tax or boundary change.

Article VI. Sales Tax Collection and Administration.

1. Collection; Registration; Remittance.

- a. Every remote seller and marketplace facilitator meeting the Threshold Criteria of one hundred thousand (\$100,000) in annual sales or 100 annual transactions occurring in Alaska during the current or previous calendar year, shall collect sales taxes from the buyer at the time of sale or service and shall transmit the sales taxes collected to the Commission on a monthly or quarterly basis.
- b. The Commission will remit and report to Members by the last business day of the month.
- c. A remote seller or marketplace facilitator meeting the Threshold Criteria shall apply for a certificate of sales tax registration within thirty (30) calendar days of the adoption of this Remote Seller Sales Tax Code and/or within thirty (30) calendar days of meeting the threshold, whichever occurs later. Registration shall be to the Commission on forms prescribed by the Commission as set out in the remote seller sales tax code.
- d. Upon receipt of a properly executed application, the Commission shall issue the applicant a certificate of registration, stating the legal name of the seller, the primary address, and the primary sales tax contact name and corresponding title. A list of registered sellers in good standing shall be distributed to Members, made public and available on the Commission's webpage.

2. Returns; Confidentiality.

- a. The Commission will provide all sales tax return information to the taxing jurisdiction, consistent with local tax codes.
- b. All returns, reports and information required to be filed with the Commission under this Code, and all information contained therein, shall be kept confidential and shall be subject to inspection only by:
 - i. Employees and agents of the Commission and taxing jurisdiction whose job responsibilities are directly related to such returns, reports and information;
 - ii. The person supplying such returns, reports and information; or
 - iii. Persons authorized in writing by the person supplying such returns, reports and information.

3. Title; Penalty and Interest; Overpayment.

- a. Upon collection by the seller, title to the sales tax vests in the Commission and the member on whose behalf the original tax arose. The Commission shall act as a third-party trustee and remit taxes collected on behalf of the member no later than thirty (30) days after each filing deadline.
- b. The Remote Sellers Sales Tax Code shall establish the per annum interest rate and any applicable penalties for late or non-compliant remote sellers.
- c. Upon request from a buyer or remote seller the Commission shall provide a determination of correct tax rate and amount applicable to the transaction. In the case of an overpayment of taxes, the remote seller shall process the refund and amend any returns accordingly.

4. Audit; Compliance and Enforcement.

- a. The Commission shall have sole audit authority and will make final determinations regarding: (1) whether a remote seller or marketplace facilitator meets Threshold criteria; (2) the accuracy of returns filed by a remote seller or marketplace facilitator with the Commission; and (3) whether a remote seller or marketplace facilitator filing returns with the Commission is in compliance with collection and remittance obligations.
- b. The Commission shall have authority to enforce issues relating to the Remote Sellers Sales Tax Code including, but not limited to, the collection of late fees and penalties, and filing of civil suits and injunctions.

Article VII. Entry into Force and Withdrawal.

1. This Agreement will be in force and effective when formally approved by any seven signatories and will terminate if membership falls below seven.
2. Any Member may withdraw from this Agreement through ordinance or resolution rescinding signatory action and giving notice to the Commission of the effective date of the ordinance, with a minimum of 30 days' notice. Withdrawal will not affect any liability already incurred by or chargeable to a Member prior to the effective date of such withdrawal. The obligations of the Commission to remit and report remain until no longer necessary.

Article VIII. Effect on Other Laws and Jurisdiction.

Nothing in this Agreement may be construed to:

1. Affect the power of any local government to fix rates or tax exemptions, except that all members must adopt and implement the Commission's common definitions and tax code

changes or demonstrate parity or non-applicability.

2. Withdraw or limit the authority of local government with respect to any person, corporation, or other entity or subject matter, except to the extent that such authority is expressly conferred by or pursuant to this Agreement upon another agency or body.
3. Supersede or limit the jurisdiction of any court of the State of Alaska.

Article IX. Construction and Severability.

This Agreement shall be liberally construed so as to effectuate its purposes. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared or held invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement and its applicability to any government, agency, person or circumstance will not be affected. If any provision of this Agreement is held contrary to the charter of any member, the Agreement will remain in full force and effect as to the remaining members and in full force and effect as to the Member affected in all other provisions not contrary to charter.



North Pole Police Department



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

October 21, 2020

To: North Pole City Council

Re: Acceptance Addendum for COVID19 Funding and Contract with Design Alaska

Honorable Mayor Welch and North Pole City Council Members:

The North Pole Police Department has completed the legal review and contract negotiations with Design Alaska on the COVID-19 building addition. Design Alaska has agreed to complete the project and handle the RFP process. This cost a little extra since both Bill Butler and I are not able to handle this project in the time frame needed.

This project is going to be fast paced and require a lot of attention, so I have added the additional costs to this request of \$18,000. We have divided this project into 3 phases to accommodate multiple funding streams at different times to complete the overall project.

Thank you for your time.

Chief Steve Dutra

ATTACHMENT #1

Scope of Services

Design Alaska

NPPD COVID PROCESSING/DECONTAMINATION FACILITY CARES ACT FUNDING

Your Concept Designs and cost estimates provided on September 2, 2020, need to be developed into 100% Bid-Build documents, along with an RFP or Request for Proposal for the construction services in three phases. These goals need to be completed prior to December 30th, 2020.

DESIGN SERVICES

1. Survey the site to facilitate the design.
 - 65% Design Development (DD)-Civil, Architectural, Interior (interior furnishing excluded), Structural, Mechanical, Electrical Design.
2. Concept Design previously provided will be developed, with only minor changes to the floor plan, exterior elevations, and space interior aesthetics. Proposed Option #2.
 - Kick-Off Meeting with stakeholders to outline design parameters and project schedule.
 - Review archival documents.
 - Site review ("as-built") to confirm existing conditions.
 - Design Work must evaluate the building's existing utility services including water, sewer and power to see if they are sufficiently sized for the proposed Work.
 - Site design will avoid any impact to possible adjacent wetlands. No investigation required
 - Provide 65% DD Drawings, Specifications and Cost Estimate, for entire scope.
 - 65% DD Review Meeting with stakeholders.
- Final Construction Documents -
Civil, Architectural, Structural, Mechanical, Electrical Design.
- Provide signed Construction Documents (Drawings, Specifications) with three (3) separate phases identified within the document with Phase one (1) consisting of approximately \$187,000.00. Phases 2 and 3 will be prepared to cover remaining \$600,000.00 of construction costs (ROM) divided into 2 phases. Phase 1 consists of Site and Structure. Phase 2 is Architecture and Building Envelope; Phase 3 is Mechanical and Electrical. Providing separate phases is Additional design services
- Additional Services: Prepare Bidding documents for construction and administer bidding process. It is assumed to be low bid procurement, but the bidding may be based on limited information documents in order to facilitate funding deadlines. Bidding includes preparing bid documents, pre bid meeting, answering questions, issuing addenda. Bidding also includes submission the AHJ's.

For the above services, our Draft Lump Sum Services Fee Proposal for:

- o 65% Design Development Documents
- o Additional Services = Draft and manage RFP and bids for construction phase.
- o Final Construction Documents (phases 1, 2, 3)

ATTACHMENT #1

Scope of Services

Design Alaska

NPPD COVID PROCESSING/DECONTAMINATION FACILITY CARES ACT FUNDING

Design

Grant Proposal Preparation (RFP)	\$ 5,000.00
Design services	\$75,000.00
Construction Administrative Services	\$20,000.00
Add services design	\$ 5,000.00
Add services (Bidding, CA)	\$ 8,000.00

TOTAL = \$113,000.00

- Construction Administration services include: Pre-construction meeting, reviewing submittals, answering questions, 10 inspections during construction. Special inspections will be performed by construction contractor. Review As-builts provided by contractor. Additional services: Pay requests, weekly coordination meeting phone calls, reviewing safety plans, reporting.
- The North Pole City Council has authorized \$95,000 of the above listed services. Chief Steve Dutra will place a request in front of the North Pole City Council to seek authorization for the remaining \$18,000 of services listed above. This request will be placed on council agenda, following Mayor Welch's approval on November 2, 2020. A separate approval authorization letter will be written and signed obligating the remaining \$18,000 of the estimated costs listed above.

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES Design Alaska NPPD COVID PROCESSING/DECONTAMINATION FACILITY CARES ACT FUNDING

THIS AGREEMENT, made and entered to be effective the _____ by and between the City of North Pole, hereinafter called OWNER, and Design Alaska, licensed and qualified to do business within the State of Alaska, hereinafter called CONTRACTOR.

RECITALS

a) The OWNER desires the performance, provision and accomplishment of the services, labor and materials described and set forth in the SCOPE OF WORK for furnishing Design, Consultation, Engineering, and RFP Preparation services as outlined in SCOPE OF WORK ATTACHMENT #1.

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 Attachment #1 SCOPE OF WORK, hereof at the times and in the manner and for the consideration set forth. The Work will be substantially completed on or before November 21, 2020 and fully completed and ready for final payment on or before December 30, 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 Attachment #1. The tasks are to be performed following the approval of this agreement by the North Pole City Council unless terminated pursuant to section Attachment#1, Scope of Work, or extended.

TASKS:

Design, Engineering and associated work and other services as are detailed in Attachment #1. Included are those documents that 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 outlined in this contract, 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 according to North Pole Municipal Code; invoices 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 Steve Dutra or Mayor Michael Welch, of the City of North Pole, or such other person as is designated in writing by the North Pole City Code.

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 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 will perform its services using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time, and in the same or similar 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 or if a subcontractor is used they are the responsibility of the CONTRACTOR and any violations of this contract by subcontractors will be deemed a violation by the CONTRACTOR.

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. This contract may be terminated by OWNER at any time, for any reason, by providing written notice thereof 24 hours prior to the date of termination.

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 an amendment to this agreement and the

CONTRACTOR shall comply therewith.

SECTION 13: CONFLICT OF INTEREST - The CONTRACTOR covenants 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, and represents that in the performance of this agreement, no person having any such interest shall be employed. In the event 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, to the extent caused by or resulting from any negligent 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 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. Contractor's defense obligations under this indemnity paragraph mean only the reimbursement of reasonable defense costs to the proportionate extent of Contractor's actual liability obligation hereunder.

SECTION 17: INSURANCE - As indicated in: Section 24 and Attachment #2 City Insurance Requirements.

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 sale 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 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:

Design Alaska
601 College Rd
Fairbanks, AK 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 ensure 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 of North Pole will require proof of Workers Compensation Coverage, General Liability and Professional 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.
- c) 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.
- d) CONTRACT INTERPRETATION: This contract shall not be construed against the drafting party.
- e) CONTRACTOR will comply with all requirements of this agreement, Attachment #1. CONTRACTOR must also ensure all written guidelines and requirements are met as lined out in the North Pole Municipal Code.

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

BY:

OWNER:

City of North Pole

CONTRACTOR:

Design Alaska

Mayor Michael Welch

Date

Date

Approved as to Form:
ATTORNEY

ATTEST:

Attorney

Date

Insurance Requirements

Prior to starting work, the Contractor shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Contractor shall furnish satisfactory evidence to the Owner that the Contractor has complied with the requirements in the form of an insurance certificates and Owner reserves the right, upon written request, to receive and review all Contractor insurance policies and endorsements in effect during the duration of this contract and for any duration thereafter for which coverage is required as set forth below.

All policies shall be written on an occurrence basis, shall (except Workers Compensation) include the Owner, Architect, Construction Manager, General Contractor, and the architects, directors, officers, representatives, agents, and employees of such parties as additional insureds and Contractors' policies shall be primary over any insurance or self-insurance program of any such party. Contractor shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. Contractor's liability is not limited to the minimum amounts of insurance coverage required. The Contractor is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Contractor shall take such steps as are necessary to insure it against such hazards.

If Contractor has any self-insured retention or deductible under any of the following minimum required coverages, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be Contractor's sole responsibility.

Property Insurance: The Contractor for construction contracts shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work.

Commercial General Liability: Contractor will maintain commercial general liability insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for

personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

A. Minimum limits:

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

B. Coverages

1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
4. They policy shall provide for severability of interests.
5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
6. The general aggregate shall apply on a “per project” basis.
7. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.
8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
9. The policy shall be written to provide coverage on a primary and non-contributory basis.

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

A. Minimum Limits: \$1,000,000 combined single limit each accident

B. Coverages:

1. Additional insured endorsement
2. Specific waiver of subrogation
3. Contractual liability

Workers’ Compensation: Contractor will maintain workers’ compensation and employer’s liability insurance.

A. Minimum Limits

1. Workers' compensation – statutory limit
2. Employer's liability:
 - a) \$1,000,000 bodily injury for each accident
 - b) \$1,000,000 bodily injury by disease for each employee
 - c) \$1,000,000 bodily injury disease aggregate

B. Coverages:

1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Contractor's General Liability policy.

Umbrella/Excess Liability: Contractors with contracts less than \$2 million who meet the minimum coverages for Commercial General Liability; Automobile Liability; and Workers Compensation. Subcontractors as stated do not need Umbrella/Excess Liability coverage. Contractors with contracts in excess of \$2 million will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. The amounts of insurance required above may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified above when added to the limit specified in this paragraph.

A. Minimum limits: \$5,000,000 combined single limit and aggregate limit.

B. Coverages:

1. Coverage must be provided for those parties required to be named additional insured on the General Liability policy on a follow-form basis.
2. Pay on behalf of wording
3. Concurrency of effective dates with primary
4. Blanket contractual liability
5. Punitive damages coverage (where not prohibited by law)
6. Aggregates: apply where applicable in primary
7. Drop down feature

Additional Coverages - required only if applicable

Pollution Liability: Contractor will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of Contractor's services in relation to the Project as follows: (If Applicable)

A. Minimum Limits:\$2,000,000 each occurrence/\$4,000,000 aggregate

B. Coverages:

1. Contractual Liability
2. Personal Injury
3. Bodily Injury
4. Property Damage
5. Contractor named Loss Payee
6. Primary and noncontributory coverage

Railroad Protective Liability: Contractor will purchase a railroad protective liability policy when the work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, and switches. The limits and terms of coverage shall be those dictated by the affected railroad. (If Applicable)

- A. Commercial General Liability Minimum Limits: \$5,000,000 each occurrence/
\$10,000,000 aggregate

Professional Liability: When the Contractor's work includes the provision of professional services, Contractor will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of the Contractor's services in relation to the Project as follows: (If Applicable)

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

Waivers of Subrogation

The Contractor waives all rights against the Owner and any of its subcontractors, sub-subcontractors, agents, employees, the Construction Manager, the Architect, Owner's Engineer, Bank's Engineer, Construction Agent, Financing Parties and all tiers of contractors or consultants engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Contractor may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Contractor shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies

shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in property damaged.

Duration of Coverage

All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

Notice of Cancellation

Required insurance policies shall contain an endorsement requiring the insurance carrier to provide 30 days advance written notice to the Owner prior to any change in or cancellation of any policy required herein. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to Owner at least Thirty (30) days prior to expiration date of the policy.



North Pole Police Department



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

October 21, 2020

To: North Pole City Council

Re: Acceptance of Bid from Ampersand for Laptops

Honorable Mayor Welch and North Pole City Council Members:

The North Pole Police Department has sought out several bids for the purchase of laptops to replace the aging computers used on patrol. I have received two quotes for laptops. One from GCSiT and one from Ampersand or Alasconnect. I would request that the council accept the bid from Ampersand for 12 laptops in the amount of \$35,671.68. The second quote was for 10 laptops for \$34,490.

The funds for this was approved by the council at a previous meeting.

Thank you.

Chief Steve Dutra



Technology Proposal

CoNP PD - Police Laptops

Quote # AMP-002397
Version 2

Prepared for:

City of North Pole

Steve Dutra
sdutra@northpolepolice.org

2525 Gambell St. Suite 415
Anchorage, AK 99503

(907) 792-4600



10/21/2020

City of North Pole
Steve Dutra
125 Snowman Lane
North Pole, AK 99705
sdutra@northpolepolice.org

Attached is the AlasConnect quote on the products you requested.

If you have any questions or concerns, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "Haley Tuttle", with a stylized flourish at the end.

Haley Tuttle
Purchasing Agent
AlasConnect

CoNP PD - Police Laptops

Prepared by:

AlasConnect
Haley Tuttle
(907) 459-4900
Fax (907) 792-4613
hkt@ampersandtech.com

Prepared for:

City of North Pole
125 Snowman Lane
North Pole, AK 99705
Steve Dutra
sdutra@northpolepolice.org
(907) 488-8469

Quote Information:

Quote #: AMP-002397
Version: 2
Delivery Date: 10/21/2020
Expiration Date: 11/18/2020

3000071078164.2

Quote

Qty	Item	Description	Price	Ext. Price
12	210-AQPT	Dell Latitude 5420 Dell Latitude 5420 Rugged, CTO : (210-AQPT) 8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro): (379-BDHD) Win 10 Pro 64 English, French, Spanish : (619-AHKN) No Microsoft Office License Included – 30 day Trial Offer Only : (658-BCSB) Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit: (338-BPTH) No Out-of-Band Systems Management - vPro Disabled : (631-ABWH) 16GB, 2x8GB, 2666MHz DDR4 Non-ECC : (370-AEVG) M.2 512GB PCIe NVMe Class 40 Solid State Drive : (400-BBUB) 14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen: (391-BDVP) Limited Security - Fingerprint Reader, Contacted Smartcard Reader : (346-BGLR) Dell USB, USB, AUDIO, Smart Card left I/O module : (590-TEXZ) SYSTEM RATING LABEL : (389-DOPP) Sealed Internal RGB Backlit English Keyboard : (580-ABYR) Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver: (555-BEPE) Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 : (555-BDGD) WLAN Bracket : (575-BBYW) Qualcomm Snapdragon X20 (DW5821e) ATT : (556-BBZI) WWAN Bracket : (575-BBYX) 3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery: (451-BCOQ) 90 Watt AC Adapter : (492-BCNQ) No Anti-Virus Software : (650-AAAM) OS-Windows Media Not Included : (620-AALW) E5 US Power Cord : (537-BBBD) Quick Reference Guide : (340-CHGB)	\$2,972.64	\$35,671.68

Quote

Qty	Item	Description	Price	Ext. Price
		Factory Installed Rigid handle tied sku : (540-BCIH) US Order : (332-1286) 3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressChargeCapable Secondary Battery: (451-BCOR) SERI Guide (English/Spanish) : (340-AGIN) Regulatory Label included : (389-BEYY) TPM Enabled : (340-AJPV) System Driver, Dell Latitude 5420 : (640-BBRG) Dell Developed Recovery Environment : (658-BCUV) Shuttle SHIP Material : (328-BCXL) Page 2Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682Directship Info Mod : (340-CKTD) Intel(R) Core(TM) i7 Processor Label : (389-CGBC) No Option Included : (340-ACQQ) No Resource DVD / USB : (430-XXYG) ENERGY STAR Qualified : (387-BBNJ) BTO Standard shipment Air : (800-BBGF) No UPC Label : (389-BDCE) Additional RJ45, VGA : (590-TEYB) Dedicated u-blox NEO-MQN GPS Card : (540-BCIG) RGB Camera : (319-BBFN) No AutoPilot : (340-CKSZ) ProSupport Plus: Next Business Day Onsite, 2 Years Extended : (808-6796) ProSupport Plus: Next Business Day Onsite, 3 Years : (808- 6797) Dell Limited Hardware Warranty Initial Year : (808-6805) ProSupport Plus: Accidental Damage Service, 5 Years : (808- 6826) ProSupport Plus: Keep Your Hard Drive, 5 Years : (808-6827) ProSupport Plus: 7X24 Technical Support, 5 Years : (808-6845) Dell Limited Hardware Warranty Extended Year(s) : (975-3461) Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115: (997-8367)		
1		Shipping & Handling Shipping & Handling	\$0.00	\$0.00

Subtotal: \$35,671.68

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

2525 Gambell St. Suite 415
Anchorage, AK 99503

(907) 792-4600



City of North Pole

AlasConnect

Signed: _____

Name: _____

Title: _____


Date: _____

Signed: _____

Name: Haley Tuttle

Title: Purchasing Agent

Date: October 21, 2020



Additional Provisions

Product Availability

Pricing does not guarantee availability.

Return Policy

Changed or cancelled orders may be charged a 15% restock fee based on the sale price of the item.

Disclaimer of Hardware and Software Warranties

Buyer acknowledges and agrees that AlasConnect as a reseller, with respect to purchased hardware or software, makes no representations or warranties whatsoever, express or implied.

Buyer acknowledges and agrees to hardware and software purchases "as is" and "with all faults."

AlasConnect, disclaims any warranty, express or implied, and acknowledges and buyer agrees that all liability and warranties will be the sole responsibility of the hardware or software manufacturer.

Monthly Services - Month-to-Month

If applicable, Office 365 services will be billed on your monthly invoice based upon actual customer utilization. These services may be modified, adjusted, or terminated by the customer at any time and are not subject to discounts or contract minimum.



Dell NASPO/ValuePoint Quotation



Serving Your Information Technology Needs Since 1989

NASPO/ValuePoint Contract # MNWNC-108 AK 2015PC0008

GCSIT NASPO ID: C000000007777

Quote #: 201070398

Date: October 20, 2020

Attention: Steve Dutra

Phone: (907) 488-6902

Email: sdutra@northpolepolice.org

Re: North Pole Police - 10 x Dell Latitude 5420 Rugged NASPO - 201070398

Elizabeth Sherman

Email:

Phone:

Fax:

Inside Sales Representative

esherman@gcsit.com

866-424-2766 x 2272 Ext:

(888) 349-2801

Unless otherwise noted quoted prices include shipping. Quote is valid for 20 days.

GROUP 1	UNIT PRICE: \$3,449.00	QUANTITY: 10	GROUP TOTAL: \$34,490.00
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Dell Latitude 5420 Rugged, CTO	210-AQPT
8th Gen Intel Core i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz,15W, vPro)	379-BDHD
Win 10 Pro 64 English, French, Spanish	619-AHKN
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB
Intel Core i7-8650U Processor Base with AMD Radeon RX540 Graphics 128 Bit	338-BPTH
No Out-of-Band Systems Management - vPro Disabled	631-ABWH
16GB, 2x8GB, 2666MHz DDR4 Non-ECC	370-AEVG
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BBUB
14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	391-BDVP
Limited Security - Fingerprint Reader, Contacted Smartcard Reader	346-BGLR
Dell USB,USB,AUDIO,Smart Card left I/O module	590-TEXZ
SYSTEM RATING LABEL	389-DOPP
Sealed Internal RGB Backlit English Keyboard	580-ABYR
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2 + Bluetooth 4.2 Driver	555-BEPE
Intel Dual Band Wireless AC 8265 (802.11ac) 2x2	555-BDGD
WLAN Bracket	575-BBYW
Qualcomm Snapdragon X20 (DW5821e) ATT	556-BBZI
WWAN Bracket	575-BBYX
3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Primary Battery	451-BCOQ
90 Watt AC Adapter	492-BCNQ
No Anti-Virus Software	650-AAAM
OS-Windows Media Not Included	620-AALW
E5 US Power Cord	537-BBBD
Quick Referene Guide	340-CHGB
Factory Installed Rigid handle tied sku	540-BCIH
US Order	332-1286

3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery	451-BCOR
SERI Guide (English/Spanish)	340-AGIN
Regulatory Label included	389-BEYY
TPM Enabled	340-AJPV
System Driver, Dell Latitude 5420	640-BBRG
Dell Developed Recovery Environment	658-BCUV
Shuttle SHIP Material	328-BCXL
Directship Info Mod	340-CKTD
Intel(R) Core(TM) i7 Processor Label	389-CGBC
No Option Included	340-ACQQ
No Resource DVD / USB	430-XXYG
ENERGY STAR Qualified	387-BBNJ
BTO Standard shipment Air	800-BBGF
No UPC Label	389-BDCE
No Additional IO Ports	590-TEYC
No Option Included	340-ACQQ
RGB Camera	319-BBFN
No AutoPilot	340-CKSZ
ProSupport: Next Business Day Onsite, 2 YearS Extended	808-6783
ProSupport: Next Business Day Onsite, 3 Years	808-6784
Dell Limited Hardware Warranty Initial Year	808-6805
ProSupport: 7X24 Technical Support, 5 Years	808-6813
Dell Limited Hardware Warranty Extended Year(s)	975-3461
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449

QUOTE TOTAL: \$34,490.00

All product and pricing information is based on latest information available. Subject to change without notice or obligation. Local sales taxes, when applicable, will appear on your final invoice.

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: October 26, 2020
Subject: Acceptance of ownership and maintenance responsibility for the Stryker Loop, Eagle Estates road construction.

Recommendation:

Accept ownership and maintenance responsibility for the Stryker Loop, Eagle Estates Subdivision road construction with a mandatory 5-year warranty.

Background

At the January 6, 2020 City Council meeting, the Council approved a developer agreement with Stepping Stone Builders/Rick Watson to construct Stryker Loop in the Eagle Estates Subdivision. The developer agreement required Watson to provide the City with a performance bond and to provide funding for the City to hire a third-party engineer to conduct plan review and inspections of the construction. The developer agreement to provide a one-year warranty bond equivalent to 10 percent value of the road improvement.

Throughout the 2020 construction season, PDC staff conducted on-site inspections of the road construction that also included curbs and gutter. In all instances where PDC identified a deficiency or activity that required correction or modification, Watson complied. However, Watson did not collect compaction data for the road construction. PDC reviewed Watson's record drawings for the installations and has no objection to the City taking ownership of the construction of Stryker Loop with the further recommendation that the City require Watson to provide a 5-year warranty for the road work because of the lack of compaction data. (See attached PDC recommendation.)

To	Bill Butler, Director of City Services	From	Reggie Dallaire
Firm	City of North Pole 125 Snowman Lane North Pole, AK 99705	Date	October 12, 2020
		PDC #	18181FB
		Project Name	Eagle Estates, 3 rd Addition
RE	Eagle Estates, 3 rd Addition (Stryker Loop) – Curb, Gutter & Asphalt		

The Eagle Estates, 3rd Addition (Stryker Loop) curb, gutter, and asphalt have been completed. PDC inspected the curb and gutter and witnessed the final grading of D1 and adjustment of valve cans and manholes prior to asphalt placement. Per contract, PDC requested compaction reports to verify City standards had been met. However, the contractor (Rick Watson of Stepping Stone) did not perform density testing during backfill and placement of subgrade. Stepping Stone did hire MAPPA to perform density testing of the asphalt, which was acceptable. Rick also provided an affidavit stating the backfilling and compaction methods used, which appear to meet City specs.

It is PDC's recommendation that due to the lack of density testing during construction, the City request Stepping Stone provide an extended warranty period of five (5) years against settlement and accept ownership based off the affidavit and photos provided, as well as the quality construction the contractor has demonstrated in the past.

As always, PDC is available to discuss any concerns with the City. Please let us know if you have any questions at all.

MAPPA TESTLAB

1956 Richardson Hwy North Pole, Ak 99705

July 6, 2020

Paving Products Inc
P.O. Box 80430
Fairbanks, Alaska

Job # PPI-T2BR20

Project: AKDOT Type II-B HMA Mix Design
With 20 % Reclaimed Asphalt Pavement (RAP)

Gentlemen:

Transmitted herein are the results of the Asphalt Concrete Mix Design performed in accordance with State of Alaska Test Method T-417 "Standard Method of Test of Bituminous Mix Design by the Marshall Method."

The aggregates and RAP used for this design were from 2020 FSG Aggregate/Paving Products Stockpiles in Fairbanks, Alaska. The new asphalt cement used was Petro Star Refinery PG 52-28 with 0.30 % Morelife Anti-Strip Agent.

The job mix formula is based on a blend of 15 % Crushed Coarse Agg (CCA): 15 % Crushed Intermediate Agg(CIA): 50 % Crushed Fine Agg(CFA) : 20 % RAP.

The Marshall Test results, and the recommended aggregate gradation and Job Mix Formula are enclosed on Sheet 1. The graphical plots of the Marshall Mix Design are enclosed on Page 2. The Marshall Mix Design test result summary and stockpiled aggregate gradations are enclosed on Sheet 3. The FWHA 0.45 power curve is shown on page 4.

A target total asphalt content of 5.0 % percent by weight of total mix will meet the State DOT Specification Marshall Design Criteria. The design asphalt content includes 0.6 % AC from the RAP product (which has a total AC content of 3.2 %), therefore 4.4 % New PG 52-28 AC should be added to the total asphalt mix at the Hot Plant.

Sincerely yours,
Mappa Inc.

Jim Mack
Jim Mack
Asphalt Lab Manager

Approved By:

Stefan Mack
Stefan Mack, PE

MAPPA TESTLAB

1956 Richardson Hwy North Pole, Ak 99705

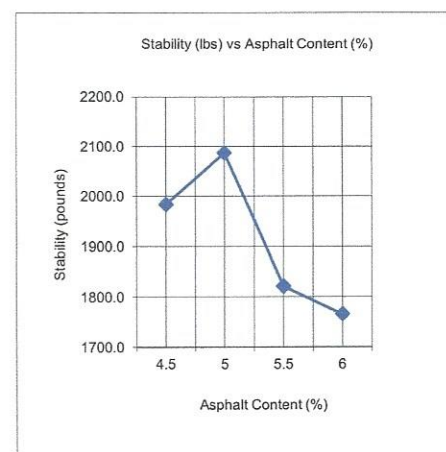
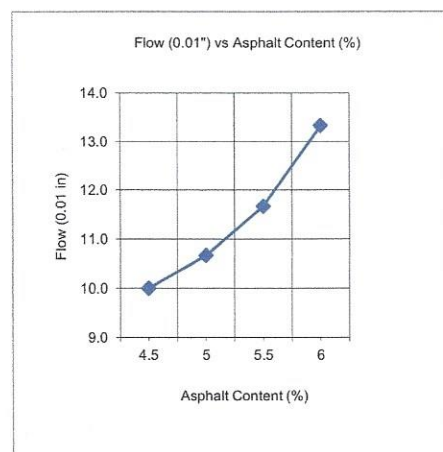
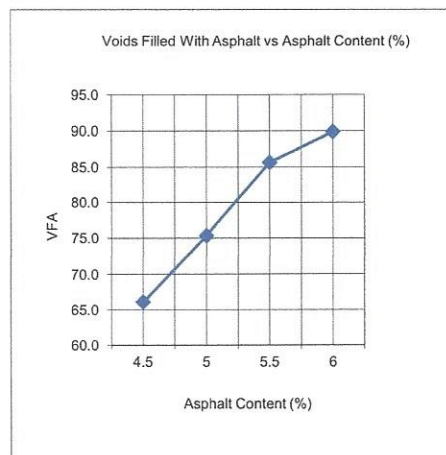
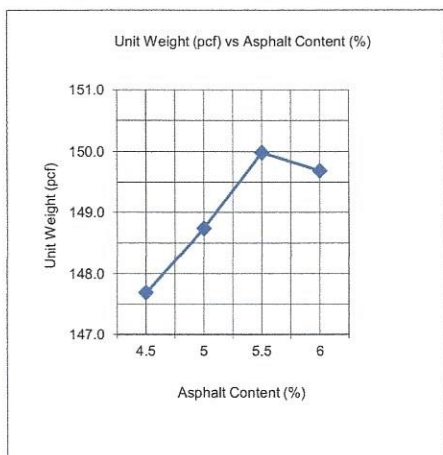
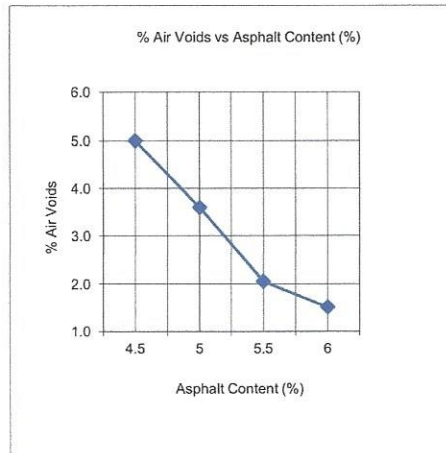
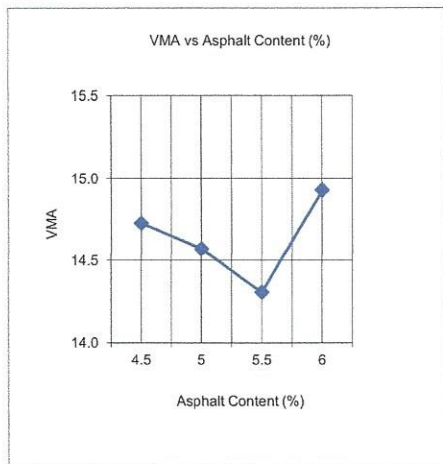
Project Name: Fairbanks Area ADOT Type II Class B HMA Paving Specifications
 Date: July 6, 2020 Job#: PPI-T2BR20
 Aggregate Source: FSG Aggregate/Paving Products Stockpiles
 Aggregate Blend: 15:15:50:20(CCA: CIA: CFA: RAP)
 AC Source & Grade: Petro Star Refinery PG52-28 with 0.30% Morelife Anti-Strip Agent
 Type of Mix: AKDOT Type II-Class B Asphalt Pavement with 20% RAP



Marshall Criteria Alaska Test Method T-417	50 Blow Compaction Effort	Sieve Size	Proposed JMF Gradation	Narrow Band Range	Broad Band Range
	NAS	19 mm - 3/4"	100	100	100
Stability	1200 lbs	12.5 mm - 1/2"	89	83-95	75-90
Flow	8 - 16	9.5 mm - 3/8"	77	71-83	60-84
Voids Total Mix	3.0 - 5.0	4.75 mm - # 4	55	49-61	33-70
Voids Filled	65 - 78	2.36 mm - # 8	39	33-45	19-56
VMA	12.0 Min	1.18 mm - # 16	27	22-32	10-44
Compacting Temp	259-266 F	0.6 mm - # 30	20	16-24	7-34
Mixing Temp	277-288 F	0.3 mm - # 50	14	10-18	5-24
% Anti-Strip Agent	0.30 %	0.15 mm - # 100	9	6-12	4-16
Dust/AC Ratio	0.6 - 1.4	0.075 mm - # 200	5.3	3.3-7.3	4-7

% Ac @ Max Unit Wt.	5.5		Bulk Specific Gravity Properties (2020)	
% AC @ Max Stability	5.0			
% AC @ 4.0 % Voids	4.9		Coarse Agg:	2.714
Average % Asphalt	5.1		Plant Mix Fines	2.696
			Intermediate Agg.	2.688
Design Asphalt Content. %	5.0	5.0 % Min	RAP (MTD)	2.510
Effective Asphalt @ JMF.	4.7		M.T.D. @ 5.0	2.479
Stability @ Design AC (lbs)	2087	1200 Min	New Binder Sp. Gravity	1.017
Unit Wt @ Design AC (pcf)	148.7		Effective SG Agg	2.682
% Voids @ Design AC	3.6	3.0 - 5.0	Combined Bulk SG Aggregate	2.658
% VFA @ Design AC	75.3	65 - 78	Absorption % Coarse Aggregate	0.6 %
VMA @ Design AC	14.6	12.0 Min	Absorption % Fine Aggregate.	0.3 %
Flow @ Design AC	11	8-14		

Test Properties 2020 lab Tests	Test Result	Specifications
Soundness Loss % (AASHTO T-104) Coarse AC Agg	0.8 %	9 % Max
Soundness Loss % (AASHTO T-104) Fine AC Agg	0.7 %	15 % max
Fracture Coarse Agg. (SSF) (AASHTO TP 61)	94 %	80 % Min
Flat & Elongated Particles (ATM 306)	<1.0 %	8 % Max
Degradation Value (ATM 313)	81	30 Min
Percent of Wear (AASHTO T 96) % Loss	21	45 Max
Dust-Asphalt Ratio	1.3	0.6 - 1.4



MAPPA TESTLAB

1956 Richardson Hwy North Pole, Ak 99705

Job# PP-T2BR20

Stockpile Aggregate Sieve Analysis – AASHTO T27, T11 Paving Products Inc. 2020 Crushed Type II Aggregates & RAP

Screen Size	C A-15 % %Passing	INT 15 % % Passing	FA-50% % Passing	RAP 20 % %Passing	Proposed Blend	Total Wash Sieve
¾	100	100	100	100	100	100
½	38	99	100	92	89	89
3/8	4	67	100	82	77	75
# 4	2	4	86	56	55	55
# 8	2	3	61	40	39	41
# 16	2	1	41	30	27	28
# 30	2	1	29	24	20	21
# 50	1	1	20	17	14	15
# 100	1	1	12	12	9	9
# 200	1	1	7.5	6.1	5.3	5.6

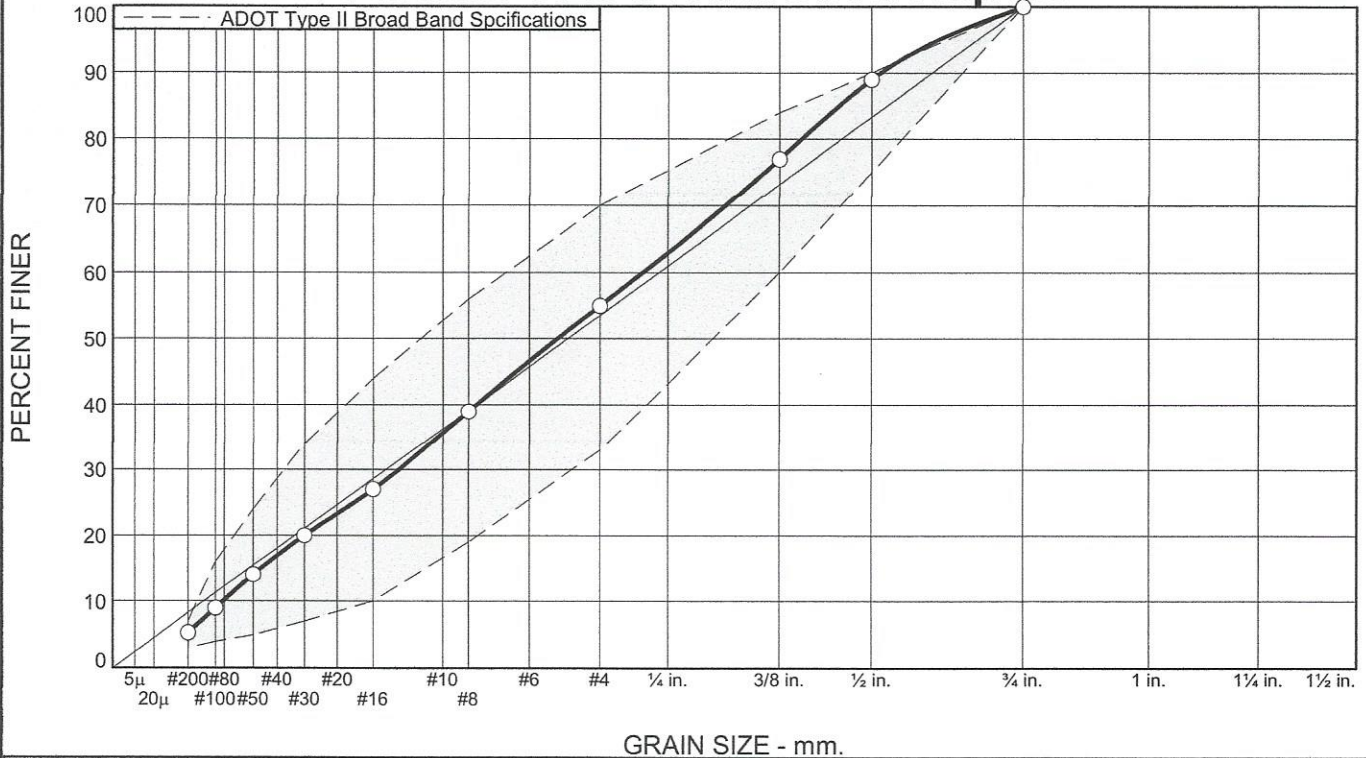
Asphalt Mix Design Analysis Information

Analysis Average Results for Each Asphalt Content (% by Mix)

Percent Total Asphalt	Percent Air Voids	Bulk Percent VMA	Total Percent VFA	Maximum SG (Mix)	Bulk Mix Specific Gravity	Unit Weight (pcf)
4.5	5.0	14.7	66.1	2.498	2.373	147.7
5.0	3.6	14.6	75.3	2.479	2.390	148.7
5.5	2.0	14.3	85.7	2.460	2.410	150.0
6.0	1.5	14.9	90.0	2.442	2.405	149.7

Percent Total Asphalt	Effective Asphalt Content	Marshall Stability (Pounds)	Marshall Flow	Dust Ratio Ratio
4.5	4.2	1983	10	1.4
5.0	4.7	2087	11	1.3
5.5	5.2	1821	12	1.2
6.0	5.7	1766	13	1.1

Particle Size Distribution Report



GRAIN SIZE - mm.

% Fines		% Sand			% Gravel	
Clay	Silt	Fine	Medium	Coarse	Fine	Coarse
5		12	19	19	45	0

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
3/4	100	100	
1/2	89	75 - 90	
3/8	77	60 - 84	
#4	55	33 - 70	
#8	39	19 - 56	
#16	27	10 - 44	
#30	20	7 - 34	
#50	14	5 - 24	
#100	9	4 - 16	
#200	5.3	3.0 - 7.0	

* ADOT Type II Broad Band Specifications

Material Description

ADOT Type IIB HMA Mix Design
15% CCA: 15% CIA: 50% CFA: 20% RAP

Atterberg Limits (ASTM D 4318)

PL= NP LL= NV PI=

Classification

USCS (D 2487)= SW-SM AASHTO (M 145)= A-1-a

Coefficients

D₉₀= 13.0501 D₈₅= 11.5028 D₆₀= 5.7230
D₅₀= 3.8796 D₃₀= 1.4538 D₁₅= 0.3390
D₁₀= 0.1751 C_u= 32.69 C_c= 2.11

Remarks

Date Received: June 2020 Date Tested: June 2020

Tested By: Mappa Lab

Checked By: Stefan Mack

Title: P.E.

Source of Sample: Lakeview Pit Hotplant

Date Sampled: June 2020

MAPPA TESTLAB
1956 Richardson Highway
North Pole, Alaska 99705

Client: Paving Products Inc
Project: 2020 Quality Control

Project No:

Figure 4 of 4

Mappa Inc

1956 Richardson Hwy
North Pole, AK 99705
(907) 488-1266



ASTM D2950 / D2950M - 11 Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods

Project: White Eagle Loop
Fairbanks, AK
Client: Paving Products Inc.

Project #: 2020-072
Date: September 29, 2020
Area Tested: White Eagle Loop

Material / Source:
PPI / Type IIB 2020

154.3

Gauge: Instrotek 3500
Operator: John Trush

Ser: # 23606

Test #	Soil Type	Test Depth(in)	Lift Elev	Location	Wet Density	% Moist.	Max Density	Gauge			Core	
								Percent Density	Thickne ss (in)	Density	Core Density	Required Density
1	type IIB	BS	final	White eagle loop 6' loc station 2+00	143.1		154.3	92.7%				92-100%
2	type IIB	BS	final	White eagle loop 7' roc 4+00	143.0		154.3	92.7%				92-100%
3	type IIB	BS	final	White eagle loop 4' loc 6+00	145.6		154.3	94.4%				92-100%
4	type IIB	BS	final	White eagle loop 5' roc 8+00	143.3		154.3	92.9%				92-100%