



CITY OF NORTH POLE
Regular Meeting
March 15, 2021
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, March 15, 2021
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
488-8584

CITY CLERK

Aaron M. Rhoades
488-8583

COUNCIL MEMBERS

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

- 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. March 1, 2021 Pg. 4-7**
- 6. Communications from the Mayor**
 - a. North Pole High School March 2021 Student of the Month Maryn Long.**
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**

a. Total Compensation Project Committee Meeting Report

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

None

11. Old Business:

- a. Ordinance 21 – 04 An Ordinance Amending Title 13 Public Services, To Re-establish 13.24.040 Utility Customer Emergency Payment Funds. **Pg. 11**

12. New Business:

- a. Ordinance 21 – 05 An Ordinance of the City of North Pole, Alaska to Amend the 2021 Operating Budget and Grants Funds. **Pg. 14**
- b. Request to Accept Bid for North Pole Police Department Covid – 19 Processing and Decontamination Facility. **Pg. 16**
- c. Request to Approve Copier Contract for City of North Pole Police Department Replacing Old Department Copier. **Pg 17**
- d. Request to Purchase Radios and Detectors for NPPD/NPFD using DHS/SHSP Grant Funds. **Pg. 20**
- e. Request to Accept Fairbanks North Star Borough 2021-2022 Emergency Management Services Contract **Pg. 47**
- f. Request to Approve Settlement Agreement and Release by and between United States Pipe and Foundry Company, LLC, an Alabama limited liability company; the City of North Pole, AK; and Core & Main LP. This is a settlement agreement that will return \$56,443.53 to the Moose Creek Project for two sections of pipe with hidden defects and associated costs. **Pg. 61**
- g. Request to Approve City of North Pole Wastewater Compliance Monitoring This agreement is for third-party sampling of the wastewater system mandated by the City's Alaska Pollutant Discharge Elimination System (APDES) permit. This funding is 100% offset by fees charged back to the industrial wastewater dischargers. Cost: \$101,686.00 **Pg. 65**
- h. Request to Approve Routine Monitoring and Reporting for North Pole Water Treatment Plant. The City's Drinking Water Permit includes mandated routine sampling. Cost: \$15,150.00. These costs are borne 100% by the Utility. **Pg. 69**
- i. Request to Approve Amendment Number 3 to Owner-Engineer Agreement. This is an amendment to the agreement with PDC to assist the City with recruitment of water customers in Moose Creek. The funding, \$95,629.00, is 100% paid by the USACE and within the spending cap of the cooperative agreement previously approved by Council. The funding was authorized by the USACE in Modification #10 to the cooperative agreement. **Pg. 73**

- j. Request to Approve Amendment Number 4 to Owner-Engineer Agreement. This is an amendment to the agreement with PDC to assist the City with recruitment of water customers in Moose Creek. The funding, \$85,509.00, is 100% paid by the USACE and within the spending cap of the cooperative agreement previously approved by Council. The funding was authorized by the USACE in Modification #15 to the cooperative agreement. **Pg. 71**

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

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, March 1, 2021
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, March 1, 2021 to order at 7:00 p.m. with the following Council Members in attendance:

Council Members Present: Mayor Welch – Zooming In
Santa Claus - Zooming In

David Skipps - Zooming In (Arrived 8:03PM)
Aino Welch - Zooming In
DeJohn Cromer - Zooming In

Absent:

Excused: Thomas McGhee
Perry Walley

Also Present: Steve Dutra, Police Chief – Zooming In
Chad Heineken, 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 Mrs. Welch

APPROVAL OF AGENDA

Mrs. Welch *moved to* approve the agenda of March 1, 2021.

Seconded by Mr. Claus

Discussion

Mrs. Welch *moved to consent the following items:*

New Business:

- c. Request for North Pole Fire Department to use Sourcewell to Purchase New Fire Apparatus.
- e. Request for Sales Tax Filing Status Change to Annual Return.

Seconded by Mr. Claus

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CONSENT NEW BUSINESS ITEMS C AND E:

YES: 4 – 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 AMMENDED:

YES: 4 – Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mrs. Welch *moved to approve the Minutes of March 1, 2021.*

Seconded by Mr. Cromer

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES FROM MARCH 1, 2021 CITY COUNCIL MEETING:

YES: 4 – Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- Report on meeting with Bent Sheets and the Gasification Plant Project.
- Fast Policy Board Meeting
- Local Business Sales Tax Issue working with Owner to resolve.
- Petrostar
- Ale House Opened Benny Lin Owner
- IGU Gas Line Grand Opening
- Tiger Team
- MilCiv Meeting
- Considering Purchase of Old Library

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Finance, Tricia Fogarty

- Tyler Technologies spent 4 full days working on migration. Brought in HR and Gary Hutchinson. Learned lots about our processes. Start working on the Audit. They are assigning a Project Manager from their side.
- Sending Audit to Alliance on March 22, 2021.

Police Department, Chief Dutra

- Bathroom and Interview rooms completed. Discovered Electrical Issues had them fixed.
- New Durango is on the Road.
- Officer Kurt Lockwood voted Officer of the Year.
- Officer Jim McBroom Employee of the Year
- 462 Vehicles on 7th Ave. Avg Speed 23.3 during a week.
- New Brochure on Firing Range. Only 1 Parcel now.
- Putting in Large Ammo Order.
- Bids for Building are moving along
- Thanks Councilman Claus for reading APOC regulations.
- Nicholas Cause Citizen of the Year.
- 5 Bills that ACOP opposed way they were written.

Fire Department, Chief Heineken

- Firefighter position update,
 - We have completed the testing and interview process for the 6 candidates for the open Firefighter position. The top eligible candidate will be given a conditional

offer this week and will then proceed to taking a physical ability test and completing a firefighter physical.

- Captain position update,
 - The open Training Captain position is currently in the testing and interview process this week. We have two applicants, one internal and one external.
- FNSB EMS Contract update
 - Last week I attended a zoom meeting with FNSB personnel. Mayor Ward, David Gibbs and Brad Paulson, along with all other EMS provider Fire Chiefs were in attendance. North Pole's contract renewal with the FNSB is an improvement from previous years. The predicted contract amount is approximately a \$171,000.00 increase from last years contract. During this process I repeatedly requested that the City of North Pole be compensated for providing and owning ambulances. The latest version of the proposal was increased by \$40,000 to compensate for these ambulances. The actual contract will be available no later than May 13th when the Borough Assembly approves their budget.
 - FNSB Mayor Ward did warn that this increase may only be a one year option, to sustain this level of funding for EMS in the Borough a mil rate increase would have to be approved by the taxpayers. This increase will likely be on next falls ballots, the North Pole Fire Department will be supporting this ballot measure.
- Kitchen Fire Sunday Feb 21
 - The Fire department was called to a kitchen fire in a basement apartment within one of the 12 plex apartment buildings on West 5th Ave a week ago Sunday. On arrival there was no smoke or fire showing from outside. The fire was contained to the kitchen area of the apartment. The single occupant experienced severe burns to his hands while attempting to extinguish the fire. Our medics on scene were able to render immediate care and transported the individual to the hospital for further evaluation and care.

City Services, Bill Butler

Building Department

- Issued building permits for Alaska USA Credit Union, O'Reilly's Auto Parts, North Pole Plaza Mall air handlers upgrade and two natural gas appliance installations.
- First residential home permit application submitted.

Public Works

- Had two snow plowings since Friday.
- Tom Blair is on his own right now with Cody on leave.

Utility Department

- Cold temperature snap has caused Utility to focus on freeze protection activities throughout system.

- Moose Creek Water System Expansion Project.
- HC Contractors issued Substantial Completion for Moose Creek pump house—now owned and operated by City.
- Did not grant Substantial Completion for water Treatment plant. There is an issue related to compatibility of engineer designed valve and operation of the plant. City's position is insisting on different valves.
- Begun process to issue compensation payments to Moose Creek property owners who have submitted Environmental Covenant and the ADEC has reviewed approved.
- Deadline for property owners to submit environmental covenants and receive compensation is March 31.

Borough Representative

- Extension Waiver of the Public Meeting Requirement continue to use Zoom. Referred back to the Borough Meeting.
- Mayor had been asked to enter into a lease with new leases of sports buildings.
- Also consented the Muti-Jurisdictional Hazard Plan
- Loving Companion Dog Shelter Lot of Problems with the Kennel. Concerned Citizen wants the Borough to take action against the kennel.

City Clerk

- RISQ Benefits 2021 Benefits Renewal
- AML Online Sales Tax
- AML Alaska Municipal Healthcare Trust send out to the City Council

ONGOING PROJECTS

- Total Compensation Project Committee Meeting Report
 - Looking at Policies of City
 - Next meeting March 16th
 - Standard Job Description
- NPPD Covid Processing/Decontamination Facility
 - Bid Should be on Agenda for next Meeting
 - Bids are due at 11:00AM on March 11, 2021
- Alaska Housing and Finance Corporation Renter Assistance Program \$160 Million for Cities like North Pole. Only for Renters.

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

- None

OLD BUSINESS

MOTION TO ADOPT ORDINANCE 21 – 02 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 4 REVENUE AND FINANCE OF THE CITY OF NORTH POLE’S CODE BY ADOPTING SECTION 4.08.200 – 4.08.500 THE UNIFORM ALASKA REMOTE SELLERS TAX CODE

Mrs. Welch *moved to Adopt Ordinance 21 – 02 An Ordinance of the City of North Pole, Alaska to Amend Title 4 Revenue and Finance of the City of North Pole’s Code by Adopting Section 4.08.200 – 4.08.500 The Uniform Alaska Remote Sellers Tax Code.*

Seconded by Mr. Claus

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE 21 – 02 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 4 REVENUE AND FINANCE OF THE CITY OF NORTH POLE’S CODE BY ADOPTING SECTION 4.08.200 – 4.08.500 THE UNIFORM ALASKA REMOTE SELLERS TAX CODE:

YES: 5 – Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

NEW BUSINESS

MOTION TO INTRODUCE AND ADVANCE ORDINANCE 21 – 04 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13 PUBLIC SERVICES, TO RE-ESTABLISH 13.24.040 UTILITY CUSTOMER EMERGENCY PAYMENT FUNDS

Mrs. Welch *moved to Introduce and Advance Ordinance 21 – 04 An Ordinance of the City of North Pole, Alaska to Amend Title 13 Public Services, To Re-establish 13.24.040 Utility Customer Emergency Payment Funds.*

Seconded by Mr. Skipps

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO INTRODUCE AND ADVANCE ORDINANCE 21 – 04 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13 PUBLIC SERVICES, TO RE-ESTABLISH 13.24.040 UTILITY CUSTOMER EMERGENCY PAYMENT FUNDS:

YES: 5 – Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

A MOTION TO ADOPT RESOLUTION 21 – 03 A RESOLUTION ADOPTING THE CITY OF NORTH POLE’S HAZARD MITIGATION PLAN

Mrs. Welch *moved to Adopt Resolution 21 – 03 A Resolution Adopting the City of North Pole’s Hazard Mitigation Plan.*

Seconded by Mr. Skipps

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT RESOLUTION 21 – 03 A RESOLUTION ADOPTING THE CITY OF NORTH POLE’S HAZARD MITIGATION PLAN:

YES: 5 – Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

A MOTION TO SELECT HOLIDAY PARKS AND USE CARES ACT FUNDS FOR VENTILATION UPGRADE TO FIRE STATION

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO SELECT HOLIDAY PARKS AND USE CARES ACT FUNDS FOR VENTILATION UPGRADE TO FIRE STATION:

YES: 5 – Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Mrs. Welch *moved to Adjourn*

The regular meeting of Tuesday, March 1, 2021 adjourned at 8:38p.m.

Michael Welch, Mayor

ATTEST:

Aaron M. Rhoades, City Clerk

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13, PUBLIC SERVICES, TO REESTABLISH 13.24.040 UTILITY CUSTOMER EMERGENCY PAYMENT FUND.

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City.

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

13.24.040 ~~Emergency~~ Utility Customer Emergency Payment Fund.

B. Funding of Utility Customer Emergency Payment Fund.

- a. Automatic enrollment. All utility customers will automatically be enrolled in the Round-Up utility rate. The Round-Up utility rate shall be calculated by rounding up the total monthly utility charge on a utility bill to the nearest whole dollar amount; for example, a utility bill calculated at \$47.23 would be rounded up to \$48.00.
- b. Opt-out participation. Utility customers not wishing to participate in the Round-Up rate must opt out of the rate by providing a written request to be removed from the rate. A utility customer who opts out of the Round Up rate will not be eligible for the benefits of the Utility Customer Emergency Payment Fund commencing from the date they withdraw. Utility account holders who previously opted out of the Round Up rate may request to re-enroll in the rate. A utility customer who withdrew from the rate will not be eligible for the benefits of the rate for a period of 60 days from the time they re-enrolled. In addition, an individual re-enrolling in the Round-Up rate

39 shall not be eligible for any benefits of the rate for an event that occurred from the
40 time they withdrew from the Round-Up rate through the end of the 60-day waiting
41 period after they re-enrolled in the Round-Up rate.

42 2. The revenue generated by the Round-Up rate shall be used to support the Utility
43 Customer Emergency Payment Fund.

44 3. Funds generated by the Round-Up rate shall be deposited in a dedicated fund.

45
46 4. North Pole Utility customers may contribute to the Utility Customer Emergency
47 Payment Fund. When terminating their utility accounts, customers will be provided
48 the option to transfer all or part of their deposits to the Fund. Contributions to the
49 Utility Customer Emergency Payment Fund are not tax deductible.

50
51 C. Management of Utility Customer Emergency Payment Fund. All funds contributed to
52 the Fund shall be deposited in a dedicated fund separate from the operating funds of the
53 City. Funds of the Utility Customer Emergency Payment Fund can only be used to
54 offset North Pole water and sewer utility bills of residential utility customers
55 requesting assistance. Funds of the Utility Customer Emergency Payment Fund cannot
56 be used to pay utility assessments; liquidated damages payments; commercial or
57 multifamily utility bills; utility tie-in fees; legal fees associated with a delinquent utility
58 account or accounts delinquent for nonemergency reasons. The purpose of the
59 emergency fund is to provide temporary assistance to utility customers facing short-
60 term hardships and not to provide ongoing utility bill subsidies for residential utility
61 customers.

62
63 D. Awarding Utility Customer Emergency Payment Fund

64 1. The City Council shall have the sole authority to disburse the funds of the Utility
65 Customer Emergency Payment Fund to utility customers applying for assistance to
66 pay their North Pole Utility bills.

67 a. Guidelines for Awarding Emergency Funds.

68 i. Documented significant decline in household income that results in a
69 demonstrated financial hardship.

70 ii. Unexpected major household expenses like medical bills, emergency home
71 repair, water line breaks causing an excessive water bill, emergency
72 automobile repair, etc. that results in a demonstrated financial hardship.

73 iii. Changes in family status like divorce, separation, or deployment of a military
74 spouse that results in a demonstrated financial hardship.

75 iv. Other criteria as approved by the City Council.

76 2. Awarding Emergency Funds. The City Council can award assistance no greater than
77 funds available in the Utility Customer Emergency Payment Fund and cannot

78 recommend awards that create a financial liability for the City. Awards are not cash
79 payments but direct transfers from the Utility Customer Emergency Payment Fund
80 to the North Pole Utility to offset the applicant's utility bill.

- 81 3. Application for Utility Customer Emergency Payment Fund awards. A residential
82 North Pole Utility customer seeking an award from the Utility Customer Emergency
83 Payment Fund to help pay all or part of their North Pole Utility bill shall provide a
84 written and notarized explanation of the reason they need an award and the
85 supporting income information as needed to demonstrate financial need. The
86 explanation shall include the dollar amount of their utility bill and the dollar amount
87 of their award request. Applicants shall submit their request for an award no later
88 than seven (7) calendar days before the next regularly scheduled City Council
89 Meeting. The customer making the request shall submit their written request for
90 assistance from the Utility Emergency Assistance Fund through the City Clerk to the
91 City Council. The contents of the request shall be confidential.

92
93 **Section 3. EFFECTIVE DATE.** This ordinance shall become effective the second Utility
94 billing period after passage of the ordinance.

95
96 **INTRODUCED AND ADVANCED** by a duly constituted quorum of the North Pole City
97 Council this 1st day of March, 2021.

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100
101 _____
Michael W. Welch, Mayor

102 ATTEST:

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105 _____
106 Aaron M. Rhoades, North Pole City Clerk

107
108
109 PASSED-ADVANCED
Yes: Cromer, Claus, Mrs. Welch, Skipps, Mayor Welch
110 No:
111 Absent: McGhee, Walley
112

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2
3 **ORDINANCE NO. 21-05**
4

5 **AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO**
6 **AMEND 2021 OPERATING BUDGET AND GRANT FUNDS**
7

8 **WHEREAS**, changes to the public services practices and policies is a continually
9 changing requirement; and,
10

11 **WHEREAS**, the City of North Pole budget should be amended to conform to the
12 requirements of the City; and,
13

14 **WHEREAS**, adjustment in the budget are necessary to remain compliant with council
15 approved authorizations and budget management rules, and
16

17 **WHEREAS**, fiscal notes are the method prescribed by the code to amend a budget; and,
18

19 **WHEREAS**, fiscal notes have been reviewed by the Accountant and Mayor for
20 accuracy and will be recorded as amendments to the budget upon approval,
21

22 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North
23 Pole that approves changes as listed in the fiscal note to be attached to this ordinance
24 for the purpose managing the City budget.
25

26 **Section 1.** This ordinance is of a general nature and shall not be codified.
27

28 **Section.** Effective date. This ordinance shall become effective immediately upon
29 passage.
30

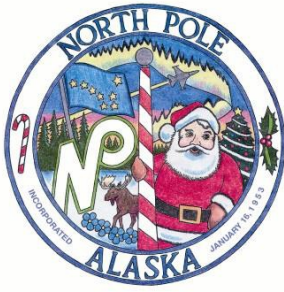
31 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City
32 Council
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Michael W. Welch, Mayor

40 ATTEST:
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Aaron M. Rhoades, City Clerk
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46
47

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note

Year: 2021

Ordinance: 21-05

Originator / Sponsor Name: Chief Dutra

Date: March 11, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	COVID 19 Expenses	01-51-9-919	1,153,310.90	
General Fund	COVID 19 Revenue	01-00-9-919		1,153,310,.90
PD Grant Fund	SHSP 2019 Training Exp	32-08-9-900	18,344.00	
PD Grant Fund	SHSP 2019 Grant Rev	32-00-3-006		18,344.00
PD Grant Fund	SHSP 2020 Mobil Radios	32-09-9-900	26,820.54	
PD Grant Fund	SHSP 2020 Gas Monitor	32-09-9-901	6,904.00	
PD Grant Fund	SHSP 2020 Portable Radio	32-09-9-902	41,259.37	
PD Grant Fund	SHSP 2020 Grant Revenue	32-00-3-007		74,983.91

Prepared By: Tricia Fogarty Date: 3/11/2021

Finance Approval: Tricia Fogarty Date: 3/11/2021



North Pole Police Department

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



March 11, 2021

To: Honorable Mayor Michael Welch
North Pole City Council

Re: Bid for COVID/Decontamination Wing NPPD
NPPD IFB 21-01

Dear Council Members,

We placed an invitation to bid for the proposed COVID/Decontamination addition for the police department and received 5 successful bids. The bids ranged between \$2,137,918.00 and \$1,737,000.00. All of the bids were in excess of estimates.

I would recommend to the council that we postpone a decision on this until further discussions can take place to seek alternative solutions to the cost of the facility. We may pursue a redesign of the space and or seek another solicitation.

If the council chooses not to postpone, then my recommendation would be to decline the bids due to higher than expected costs.

According to NPMC 4.16.040 (C). Cancellation of Invitations for Bids or Requests for Proposals. An invitation for bids, a request for proposals or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the contract file. Each solicitation issued by the City shall state that the whole or part may be rejected for good cause when in the best interest of the City. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

Respectfully,

Chief Steve Dutra



North Pole Police Department

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



March 3, 2021

To: Honorable Mayor Welch
North Pole City Council Members

Re: Copier Purchase for NPPD

Dear Mayor Welch and Council Members,

The North Pole Police department has reached a point where it is time to replace our copier machine. Our current machine is over 5 years old and is having issues on a regular basis. We have done extensive research on the best value for our needs and we solicited 3 vendors.

See attached options and we have selected a Xerox Multifunctional Copier lease for \$131.51 a month which is \$ 17.10 less per month and no service contract necessary with the purchase. This will save an additional \$576.00 a year for a service contract we currently pay for. For an overall reduction in copier expenses of \$3,906.00 over the term of the lease compared to our last agreement.

I would ask that the council authorize the attached lease agreement and let us proceed with the purchase. The City Attorney has read the agreement and approved the lease. I would also like to thank Alison Trubacz and Rachel Wing for their hard work in saving us money.

Thank you.

Chief Steve Dutra

Lease Agreement



Customer: FAIRBANKS, CITY OF

BillTo: CITY OF FAIRBANKS
CITY CLERK
800 CUSHMAN ST
FAIRBANKS, AK 99701-4683

Install: CITY OF NORTH POLE
POLICE DEPARTMENT
125 SNOWMAN LN
NORTH POLE, AK 99705-7708

State or Local Government Negotiated Contract : 072812700

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	<ul style="list-style-type: none">- 1 Line Fax- Office Finisher- 2/3 Hole Punch	Lease Term: 60 months Purchase Option: FMV	2/26/2021

Monthly Pricing

Item	Lease	Print Charges			Maintenance Plan Features
	Minimum Payment	Meter	Volume Band	Per Print Rate	
1. C8145H2	\$131.52	1: Black and White Impressions	All Prints	\$0.0061	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0450	
Total	\$131.52	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: Rachael Wing	Phone: (907)488-8468	Berta Amico (907)561-5103	
Signature: _____	Date: _____	For information on your Xerox Account, go to www.xerox.com/AccountManagement	

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at

your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8145H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed.



North Pole Police Department

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



March 9, 2021

To: North Pole City Council

Re: Accept Sole Source purchase for SHSP Grant
Portable and mobile Radios

Honorable Mayor Welch and Council Members,

I would like authorization to purchase portable radios and mobile radios from ProComm Alaska with funding from the SHSP20-GY21. I put in for the grant funding in 2019 and received the authorization in late 2020. We applied for a sole source purchase authorization from the Department of Homeland Security to buy Motorola radios through ProComm Alaska, the sole distributor of Motorola radios. DHS&EM gave their approval.

We are now asking the North Pole City Council to authorize the purchase of P25 compliant APX6500 radios with accessories in the amount of \$23,402.68 for the fire department and police department.

We also want to purchase of 8 APX6000 portable radios up to the amount \$43,323.28. The grant funding is \$41,259.37 which only gets us 7.6 APX6000 radios. I propose we purchase a total of 8 and get the 8th radio for \$2,064.61 which we would pay for out of another fund. This way we get a \$5,415.41 radio for \$2,064.61. This is also for the police and fire departments.

Thank you,

Chief Steve Dutra



APX 6500

SINGLE-BAND P25 MOBILE RADIO



STAY INFORMED. STAY SAFE.

You may not know what the next call will entail, but you do know that your team needs communication they can count on. Whether on a motorcycle, in a squad car or a fire truck, the rugged and compact design of the evolved APX™ 6500 mobile radio is designed to maximize the real estate in your vehicle and keep your entire agency safely connected. Now with integrated Wi-Fi and SmartConnect, the APX 6500 gives you more ways to manage your radio and stay connected. And when your vehicle sustains a high impact, the radio can automatically alert dispatch.

Security is more important than ever. Criminals are testing you on the streets and over the air. Fight back with multiple levels of protection to encrypt and secure your voice and data communication against eavesdropping.

Stay connected, keep safe and secure your communications with the APX 6500 single-band mobile radio.





GET CONNECTED AND STAY CONNECTED

When the mission takes you out of range, you risk being left in the dark. The APX 6500, equipped with SmartConnect, can reroute P25 voice and data communication over broadband via built-in Wi-Fi or a tethered LTE/satellite router. Stay connected to your P25 radio system, even when outside of P25 coverage.



VOICE AND DATA, ALL AT ONCE

Packed with all the connections you need, the APX 6500 keeps your team in touch and within reach of over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



FAST INFORMATION RETRIEVAL

Running a routine database queries doesn't need to slow you down. Simply press a button on the keypad microphone and ask ViQi for the information you need. Keep your eyes on the situation and free up dispatchers to focus on more critical events. Move intelligence faster than ever with ViQi.



KEEP VOICE AND DATA PROTECTED

The APX 6500 secures voice and data using multiple hardware encryption algorithms and the ability to rekey over the air, so it's protected from scanners and eavesdroppers. What's more, P25 Radio Authentication ensures only valid users can access the system while the available two-factor authentication secures database logins.



FLEXIBLE, EASY INSTALLATION

The small and light form-factor of the APX 6500 allows for easy installation across a growing ecosystem of vehicles and installations. Users can choose one of several interchangeable control heads to best fit their need. Dual control head configuration enables radio operation from multiple locations within the same vehicle, such as a large fire truck.



ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.

02 CONTROL HEAD

EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.



03 HANDHELD CONTROL HEAD

HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.



APX 6500 COMPATIBLE CONTROL HEADS*



E5 CONTROL HEAD

UNMATCHED READABILITY. OPTIMIZED USABILITY.

A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.

07 CONTROL HEAD

INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.



FEATURES

GENERAL FEATURES	
Channel Capacity	1,000 channels standard, expandable to 3,000 channels
Wireless Connectivity	GPS/GLONASS, Wi-Fi
WLAN (Wi-Fi) Protocols	802.11 b/g/n (2.4GHz) 802.11 a/n/ac (5GHz)
Encryption Algorithms	256-bit AES, ADP, DES, DES-XL, DES-OFB, DVP-XL

OPERATING MODES	
Digital Trunking:	9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA
Analog Trunking:	3600 Baud SmartNet®, SmartZone®, Omnilink
Digital Conventional:	APCO 25
Analog Conventional:	Analog MDC 1200, Quik Call II System Configurations
SmartConnect Connectivity	

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY	
Wi-Fi	802.11 b/g/n with up to 20 Wi-Fi networks provisioned in the radio ¹
Data Modem Tethering ¹	
ASTRO 25 Integrated Voice and Data	
Enhanced Data ¹	
Integrated GPS/GLONASS for Outdoor Location Tracking	
Mission Critical Geofence ¹	
Personnel Accountability ¹	
SmartConnect ¹	
ViQi Virtual Partner ¹	

MANAGEMENT	
Customer Programming Software (CPS)	
Radio Management	
Over-the-air Programming (OTAP) ¹	

SECURITY	
Tactical Inhibit ¹	
P25 Authentication ¹	
Software Key ¹	
Single-key ADP Encryption ¹	
Multikey for 128 keys and multi-algorithm ¹	
Over-the-air Rekeying (OTAR) ¹	

GPS/GNSS SPECIFICATIONS	
Channels	12
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start ²	<60 seconds (95%)
Hot Start ²	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

¹ Optional ² Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength



ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3, FIPS 197

OTHER FEATURES

Text Messaging
Radio Profiles
Dynamic Zone
Intelligent Priority Scan
Unified Call List
Instant Recall
Data Modem Connection (wired or Wi-Fi) ¹
12 Character RFID Asset Tracking ¹
Digital Tone Signaling ¹

INTEGRATED WI-FI, GPS AND DATA CONNECTIVITY

Frequency Range/Band splits	WLAN (Wi-Fi): 2412 - 2472 MHz; 5180 - 5320 MHz; 5500 - 5825 MHz	
WLAN (Wi-Fi) 802.11 b/g/n (2.4GHz) 802.11 a/n/ac (5GHz)	Security protocols	WPA-2, WPA, WEP
	SSIDs	Up to 20 pre-provisioned
Integrated GPS/GLONASS for outdoor location tracking		
Data Modem Tethering ¹		

SIGNALING (ASTRO 25 MODE)

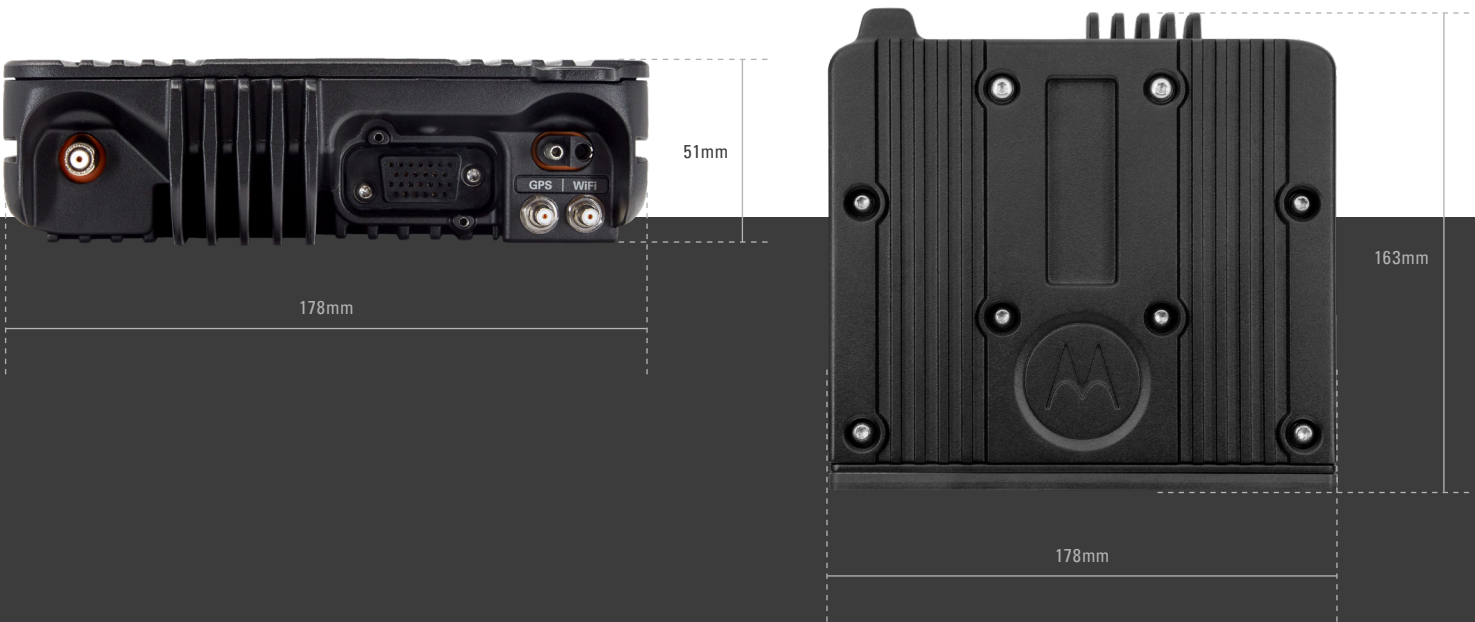
Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions

¹ Optional



DIMENSIONS AND WEIGHT

Radio Transceiver	51 x 178 x 163 mm (2.0 x 7.0 x 6.4 in)	2.18 kg (4.80 lbs)
Radio Transceiver and O2 Control Head - Dash Mount	69 x 207 x 223 mm (2.7 x 8.1 x 8.8 in)	2.43 kg (5.36 lbs)
Radio Transceiver and O5 Control Head - Dash Mount	51 x 178 x 202 mm (2 x 7 x 8.0 in)	2.24 kg (4.94 lbs)
Radio Transceiver and E5 Control Head - Dash Mount	51 x 178 x 209 mm (2.0 x 7.0 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and O7 Control Head - Dash Mount	51 x 178 x 208 mm (2 x 7 x 8.2 in)	2.24 kg (4.94 lbs)
Radio Transceiver and Remote Mount	51 x 178 x 193.6 mm (2 x 7 x 7.6 in)	2.18 kg (4.80 lbs)
O2 Control Head Remote Mount	68 x 206 x 53 mm (2.7 x 8.1 x 2.1 in)	-
O5 Control Head Remote Mount	51 x 180.3 x 64 mm (2.0 x 7.0 x 2.5 in)	-
E5 Control Head Remote Mount	51 x 178.5 x 64 mm (2.0 x 7.0 x 2.5 in)	-
O7 Control Head Remote Mount	51 x 178 x 40 mm (2.0 x 7.0 x 1.5 in)	-



PERFORMANCE AND REGULATORY

TRANSMITTER								
	VHF		UHF R1		700 MHz		800 MHz	
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		764-776, 794-806 MHz		806-825, 851-870 MHz	
Rated RF Output Power (Adjustable)	1-50 W		1-40 W		3-30 W		3-35 W	
Frequency Stability (-30°C to +60°C; +25°C Ref.)	± 0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Emissions	Conducted -85 dBc	Radiated -10 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm
Modulation Limiting (12.5/20/25 kHz)	±5/±2.5 kHz		±5/±2.5kHz		±5/±2.5 kHz		±5/±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	2.5%		1.50%		1.50%		1.50%	
Audio Response	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise (12.5 kHz/25 kHz)	-52 dB / -53 dB		-50 dB / -53 dB		-48 dB / -50 dB		-48 dB / -50 dB	
Audio Distortion (12.5 kHz/25 kHz)	0.50%		0.50%		0.50% / 0.50%		0.50% / 0.50%	

RECEIVER								
	VHF		UHF R1		700 MHz		800 MHz	
Frequency Range/Bandsplits	136-174 MHz		380-470 MHz		764-776 MHz		851-870 MHz	
Channel Spacing	12.5/25 kHz		12.5/25 kHz		12.5/25 kHz		12.5/25 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at Rated/Max	7.5 / 15 W		7.5 / 15 W		7.5 / 15 W		7.5 / 15 W	
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	±0.8 PPM		±0.8 ppm		±0.8 ppm		±0.8 ppm	
Analog Sensitivity (12db SINAD)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121 dB (0.199 µV)		-121 dB (0.199 µV)	
5% BER	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	Pre-Amp -123 dBm (0.158µV)	Standard -119 dBm (0.251µV)	-121.5 dB (0.188 µV)		-121.5 dB (0.188 µV)	
Selectivity (12.5 kHz / 25 kHz / 30 kHz)	77 dB / 89 dB / 90 dB		72 dB / 83 dB / -		75 dB / 85 dB / -		75 dB / 85 dB / -	
Intermodulation Rejection	Pre-Amp 84dB / 84 dB	Standard 86 dB / 86 dB	Pre-Amp 82 dB / 82dB	Standard 86 dB / 86 dB	82 dB / 82 dB		82 dB / 82 dB	
Spurious Rejection	95 dB		93 dB		91 dB		91 dB	
FM Hum & Noise (12.5 kHz / 25 kHz)	-50 dB / -59 dB		-50 dB / -55 dB		-50 dB / -59 dB		-50 dB / -59 dB	
Audio Distortion (12.5 kHz / 25 kHz)	1.2 %		1.5%		1.2 %		1.2 %	

POWER AND BATTERY DRAIN				
	VHF	UHF R1	700 MHz	800 MHz
Frequency Range / Bandsplits	136-174 MHz	380-470 MHz	764-775, 794-806 MHz	806-825, 851-870 MHz
RF Power Output	1-50 W	1-40 W	3-30 W	3-35 W
Operation	13.8V DC ±20% Negative Ground	13.8V DC ±20% Negative Ground	13.9V DC ±20% Negative Ground	13.9V DC ±20% Negative Ground
Standby at 13.8V	0.85A	0.85A	0.85A	0.85A
Receive Current at Rated Audio at 13.8V	3.2A	3.2A	3.2A	3.2A
Transmit Current (A) at Rated Power	8 A @ 15 W 13 A @ 50 W	11 A @ 40 W 8A @ 15 W	8 A @ 15 W	8 A @ 15 W 12 A @ 35 W

ENVIRONMENTAL	
Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 61000-4-2
Water and Dust Intrusion (w/ O2 control head)	IP56, MIL-STD

RADIO MODEL NUMBER	
700/800 MHz	M25URS9PW1BN
VHF	M25KSS9PW1BN
UHF R1	M25QSS9PW1BN

FCC/IC TYPE ACCEPTANCE ID	
FCC/IC ID	Band and Power Level
FCC ID: AZ492FT7124 IC ID: 109U-92FT7124	764-776 MHz (3-30 W)
	794-806 MHz (3-30 W)
	806-824 MHz (3-35 W)
	851-870 MHz (3-35 W)
FCC ID: AZ492FT7130 IC ID: 109U-92FT7130	136-174 MHz (1-50 W)
FCC ID: AZ492FT7129 IC ID: 109U-92FT7129	380-470 MHz (1-40 W)



MOBILE MILITARY STANDARDS 810, C, D, E, F, G & H

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G		MIL-STD 810H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.6	II	500.6	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.6	I/A1, II/A1	501.7	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.6	I/C3, II/C1	502.7	I/C3, II/C1
Temperature Shock	503.1	I	503.2	1/A1C3	503.3	1/A1C3	503.4	I	503.6	I/C	503.7	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.6	I/A1	505.7	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.6	I, III	506.6	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.6	II/Aggravated	507.6	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.6	-	509.7	-
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.6	I	510.7	I
Blowing Sand	-	-	510.2	II	510.3	II		II	510.6	II	510.7	II
Vibration	514.2	VIII, F, W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.7	I/24	514.8	I/24, II/5
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.7	I, V, VI	516.8	I, V, VI

For more information, please visit
www.motorolasolutions.com/apx



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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APX™ 6000 SINGLE-BAND PORTABLE RADIO



From day one, the single-band APX 6000 P25 portable radio has delivered legendary APX ruggedness and reliability, without compromising on the form factor or features required for routine activities and extreme emergencies. Now, as the ever-increasing needs of public safety personnel grow, we are evolving the APX 6000 to support newer technologies like Wi-Fi®, Adaptive Audio Engine, and Bluetooth® 4.0 wireless technology. These advances help improve the operational efficiency and response time of public safety agencies while enhancing the safety of personnel and communities.

VOICE AND DATA, ALL AT ONCE

Update your radio fleet without interrupting voice communications with secure Wi-Fi. This dramatically improves the speed of configuring new codeplugs, firmware and software features over-the-air via Radio Management*. Agencies can pre-provision up to 20 secure Wi-Fi hotspots so personnel can easily access updates at the facility or in the field.

HEAR AND BE HEARD

The APX 6000 is equipped with a 3-watt speaker, 3 integrated microphones and the Adaptive Audio Engine. This changes the level of noise suppression, microphone gain, windporting and speaker equalization to produce clear and loud audio in any environment.

SEAMLESS ON-SCENE COMMUNICATION

Ensure fast and seamless communication and collaboration across all responders arriving on a scene. Mission Critical Geofence automatically changes a radio's active talkgroup based on its GPS location and an agency-defined virtual barrier. For example, an incident commander can create a geofence around the 3-block radius of a burning building so that all arriving personnel are automatically placed in the same talkgroup.

EMERGENCY FIND ME

Bluetooth 4.0 places a wide range of wireless accessories at your disposal and provides personnel with an added level of security by improving response time in emergencies. With Emergency Find Me, a Bluetooth-enabled beacon signal guides other Bluetooth-enabled APX radios within range to assist the user in distress.



*Radio Management application simplifies APX radio configuration and management by programming up to 16 radios at one time and tracking which radios have been successfully programmed, providing a clear view of the entire radio fleet and a codeplug history for each radio.



SPECIFICATIONS

RF BANDS

- 700/800 MHz, VHF, UHF Range 1 & UHF Range 2
- 9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking
- 3600 Baud SmartNet®, SmartZone®, SmartZone, Omnilink Trunking
- Digital APCO 25, Conventional, Analog MDC 1200, Quick Call II System Configurations Narrow and Wide Bandwidth Digital Receiver (6.25 kHz Equivalent/25/20/12.5 kHz)¹

STANDARD FEATURES

- Mission Critical Wireless Bluetooth® 4.0 (LE)²
- Emergency Find Me²
- ASTRO® 25 Integrated Voice & Data
- Integrated GPS/GLONASS for Outdoor Location Tracking
- Voice Announcements
- ISSI 8000 Roaming
- Radio Profiles
- Dynamic Zone
- Intelligent Lighting
- Single-Key ADP Encryption
- IP68 submersion (2 meters, 2 hours)
- IMPRES 2 Battery (PMNN4485)
- Text Message
- Software Key

PROGRAMMING

- Utilizes Windows 7 & 8 Customer Programming Software (CPS) with Radio Management³

ADAPTIVE AUDIO ENGINE (OPTIONAL)

- 3-W Speaker with Adaptive Equalization
- Adaptive Dual-Sided Operation
- Adaptive Noise Suppression Intensity
- Adaptive Gain Control
- Adaptive Windporting

OPTIONAL FEATURES

- Wi-Fi 802.11 b/g/n
- LEX L10 Collaboration
- RFID Volume Knob
- Multi-key for 128 keys and Multi-Algorithm
- Programming Over Project 25 (OTAP)
- Over the Air Rekey (OTAR)
- Digital Tone Signaling
- Mission Critical Geofence
- P25 Authentication
- Man Down Capability
- High Impact Green and Public Safety Yellow Colored Housing Options
- Rugged Option: IP68 (2m/4hr), Mil Std 512.X Delta - T⁴
- Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations. ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C. Tamb = -25° C to +60° C. when used with Motorola Battery: NNTN8921A NNTN8930A 7.4V

¹ Per the FCC Narrowbanding rules, new products (APX6000 UHF1, UHF2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25 KHz for United States - State & Local Markets only.

² Compatible with BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf Bluetooth accessories and Bluetooth 4.x

³ CPS version R12.00.00 and greater ordered after June 2014 will only support Windows 7 and 8

⁴ Radios meet industry standards (IPx7) for submersion.




TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹		1-3 Watts Max	1-6 Watts Max	1-5 Watts Max	1-5 Watts
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) ¹		-75 dB	-75 dB	-75 dB	-75 dB
Audio Response ¹		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25k 25.5k	-52 dB -47 dB	-55 dB -50 dB	-52 dB -47 dB	-52 dB -46 dB
Audio Distortion ¹	700 MHz 800 MHz	1.00 %	1.00 %	1.00 %	1.00 %

BATTERIES FOR APX 6000				
Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2 2550mAh ¹	3.4" x 2.3" x 1.5"	5.0 oz	PMNN4485	2550 mAh
Li-Ion IMPRES 2 3400mAh	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4486	3400 mAh
Li-Ion IMPRES 2 4850mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4487	4850 mAh
Li-Ion IMPRES 2 5100mAh	5" x 2.3" x 1.7"	11.0 oz	PMNN4494	5100 mAh
Li-Ion IMPRES 2 2650 mAh ²	3.4" x 2.3" x 1.7"	5.7 oz	NNTN8930	2650 mAh
Li-Ion IMPRES 2 4500mAh ²	5" x 2.3" x 1.7"	11.0 oz	NNTN8921	4500 mAh

1 The standard shipping battery for the APX6000

2 HAZLOC approved.

RADIO MODELS			
	 MODEL 1.5	 MODEL 2.5	 MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlit keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction Navigation key 4x3 keypad Home and Data buttons
Channel Capacity ¹	96	1000	1000
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5BN	H98UCF9PW6BN	H98UCH9PW7BN
VHF (136-174 MHz)	H98KGD9PW5BN	H98KGF9PW6BN	H98KGH9PW7BN
UHF Range 1 (380-470 MHz)	H98QDD9PW5BN	H98QDF9PW6BN	H98QDH9PW7BN
UHF Range 2 (450-520 MHz)	H98SDD9PW5BN	H98SDF9PW6BN	H98SDH9PW7BN
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		
Regulatory Information			
	FCC ID	Industry Canada	
700/800 (764-869 MHz)	AZ489FT7086	109U-89FT7086	
VHF (136-174 MHz)	AZ489FT7087	109U-89FT7087	
UHF Range 1 (380-470 MHz)	AZ489FT7077	109U-89FT7077	
UHF Range 2 (420-520 MHz)	AZ489FT7085	109U-89FT7085	
FCC Emissions Designators			
FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E ²		
Power Supply			
Power Supply	One rechargeable Li-Ion IMPRES 2 2550mAh battery standard (PMNN4485), with alternate battery options available.		

1 Enhancement package available

2 Per the FCC Narrowbanding rules, new products (APX6000 UHFRR1, UHFRR2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25 kHz for United States - State & Local Markets only.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS					
		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500 mW	500 mW	500 mW	500 mW
Analog Sensitivity ²	12 dB SINAD	0.25 μ V	0.17 μ V	0.224 μ V	0.203 μ V
Digital Sensitivity ³	1% BER (800 MHz)	0.375 μ V	0.243 μ V	0.298 μ V	0.296 μ V
	5% BER	0.24 μ V	0.15 μ V	0.200 μ V	0.204 μ V
Selectivity ¹	25 kHz channel	-76 dB	-78 dB	-77 dB	-76 dB
	12.5 kHz channel	-70 dB	-73 dB	-67 dB	-67 dB
Intermodulation		-80.1 dB	-80.2 dB	-80.3 dB	-80.2 dB
Spurious Rejection		-75 dB	-78 dB	-80.5 dB	-80.8 dB
FM Hum and Noise	25 kHz	-54 dB	-54.3 dB	-53.5 dB	-52.5 dB
	12.5 kHz	-79 dB	-50.1 dB	-47.5 dB	-47.3 dB
Audio Distortion at Rated ¹		0.90%	0.90%	0.70%	0.70%

1 Measured in the analog mode per TIA / EIA 603 under nominal conditions

2 Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

3 Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.



PORTABLE MILITARY STANDARDS 810 C, D, E, F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV



DIMENSIONS OF THE RADIOS WITHOUT BATTERY		
Length	5.47 in	139 mm
Width Push-To-Talk button	2.39 in	60.7 mm
Depth Push-To-Talk button	1.40 in	35.6 mm
Width Top	2.98 in	75.7 mm
Depth Top	1.58 in	40.1 mm
Depth Bottom of Battery	1.24 in	31.5 mm
Weight of the radios without battery	10.9 oz	309 g

ENCRYPTION	
Supported Encryption Algorithms	ADP, 256-bit AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

GPS/GPS/GNSS SPECIFICATIONS	
Constellations	GPS & GLONASS
Tracking Sensitivity	-164 dBm
Accuracy ²	<5 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted)

RUGGED SPECIFICATIONS	
Leakage (submersion)	MIL-STD-810 C, D, E, F and G Method 512.X Procedure I, IP68 (2 meters, 4 hours)

HOUSING COLOR	
	Black (Standard), Public Safety Yellow, and High Impact Green

ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature ¹	-30 °C to +60 °C
Storage Temperature ¹	-50 °C to +85 °C
Humidity Per MIL-STD	ESD IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 meters, 4 hours)

¹ Temperatures listed are for radio specifications. Battery storage is recommended at 25 °C, ±5 °C to ensure best performance.

² Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values.

EMISSION DESIGNATORS

LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E

Bluetooth: 852KF1D, 1M17F1D, 1M19F1D, 1M04F1D

WLAN (Wi-Fi): 13M7G1D, 17M0D1D, 18M1D1D

WIRELESS CONNECTIVITY AND SECURITY

Frequency Range/Bandsplits:

Bluetooth: 2402 - 2480 MHz, WLAN (Wi-Fi): 2400 - 2483.5 MHz

WLAN (Wi-Fi) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs¹

Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection

Bluetooth 4.0 Low Energy uses 128-bit AES-CCM encryption

¹ 2400 - 2483.5 MHz for EMEA region and includes guardband.
Channels 1 – 11 used for FCC/IC region.



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NORTH POLE, CITY OF

APX6000

02/11/2021

02/11/2021

NORTH POLE, CITY OF
N POLE, CITY OF
125 SNOWMAN LN
North Pole, AK 99705

RE: Motorola Quote for APX6000
Dear Steve Dutra,

Motorola Solutions is pleased to present NORTH POLE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NORTH POLE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Angela Parker at aparker@procommak.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Angela Parker
Inside Sales Specialist

Motorola Solutions Manufacturer's Representative

Billing Address:
NORTH POLE, CITY OF
N POLE, CITY OF
125 SNOWMAN LN
North Pole, AK 99705
US

Quote Date:02/11/2021
Expiration Date:05/12/2021
Quote Created By:
Angela Parker
Inside Sales Specialist
aparker@procommak.com

End Customer:
NORTH POLE, CITY OF
Steve Dutra
sdutra@northpolepolice.org
(907) 488-6902

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98KGF9PW6BN	APX6000 VHF MHZ MODEL 2.5 PORTABLE	1	\$3,026.00	\$2,208.98	\$2,208.98
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$5.00	\$3.65	\$3.65
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	1	\$300.00	\$219.00	\$219.00
1c	Q58AL	ADD: 3Y ESSENTIAL SERVICE	1	\$115.00	\$115.00	\$115.00
1d	QA00580AC	ADD: TDMA OPERATION	1	\$450.00	\$328.50	\$328.50
1e	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$740.00	\$540.20	\$540.20
1f	QA01843AA	ADD: MANDOWN OPERATION	1	\$150.00	\$109.50	\$109.50
1g	H38BT	ADD: SMARTZONE OPERATION	1	\$1,200.00	\$876.00	\$876.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1	\$515.00	\$375.95	\$375.95
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	1	\$475.00	\$346.75	\$346.75
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$171.43	\$171.43	\$171.43



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	1	\$165.00	\$120.45	\$120.45

Grand Total \$5,415.41(USD)

Notes:

- **PLEASE BE ADVISED:** Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



NORTH POLE, CITY OF

APX6500 Remote Mount Single E5 head
02/11/2021

02/11/2021

NORTH POLE, CITY OF
N POLE, CITY OF
125 SNOWMAN LN
North Pole, AK 99705

RE: Motorola Quote for APX6500 Remote Mount Single E5 head

Dear Steve Dutra,

Motorola Solutions is pleased to present NORTH POLE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

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Sincerely,

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Motorola Solutions Manufacturer's Representative

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Inside Sales Specialist
aparker@procommak.com

End Customer:
NORTH POLE, CITY OF
Steve Dutra
sdutra@northpolepolice.org
(907) 488-6902

Contract: 19860 - NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25KSS9PW1BN	APX6500 ENHANCED VHF MOBILE	4	\$2,738.00	\$1,998.74	\$7,994.96
1a	G628AD	INT: REMOTE MOUNT CABLE 17 FT APX	4	\$0.00	\$0.00	\$0.00
1b	G792AB	ADD:VHF ANT WIDEBAND 136-174 MHZ	4	\$75.00	\$54.75	\$219.00
1c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$5.00	\$3.65	\$14.60
1d	GA00580AA	ADD: TDMA OPERATION	4	\$450.00	\$328.50	\$1,314.00
1e	G51AU	ENH: SMARTZONE OPERATION APX6500	4	\$1,200.00	\$876.00	\$3,504.00
1f	G67DT	ADD: REMOTE MOUNT E5 APXM	4	\$297.00	\$216.81	\$867.24
1g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	4	\$176.40	\$176.40	\$705.60
1h	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	4	\$0.00	\$0.00	\$0.00
1i	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	4	\$740.00	\$540.20	\$2,160.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	4	\$60.00	\$43.80	\$175.20
1k	G843AH	ADD: AES ENCRYPTION AND ADP	4	\$475.00	\$346.75	\$1,387.00
1l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	4	\$0.00	\$0.00	\$0.00
1m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	4	\$515.00	\$375.95	\$1,503.80
1n	GA01670AA	ADD: APX E5 CONTROL HEAD	4	\$572.00	\$417.56	\$1,670.24
1o	W22BA	ADD: STD PALM MICROPHONE APX	4	\$72.00	\$52.56	\$210.24
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	4	\$300.00	\$219.00	\$876.00
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$800.00	\$800.00	\$800.00

Grand Total

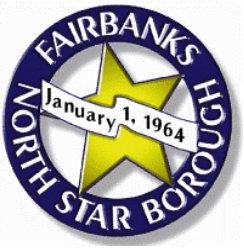
\$23,402.68(USD)

Notes:

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Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



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

Section 1. Parties

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

Section 2. Duties of the Contractor

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

The Borough may direct the dispatch of the closest staffed and available ambulance to emergency medical calls occurring outside the cities of Fairbanks and North Pole, irrespective of designated response areas.

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

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

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

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

Contractor shall provide all patients a Borough approved Notice of Privacy Practices (NPP).

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

3. Training and Level of Service.

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

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

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

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

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

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

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

Section 3. Duties of the Borough

- A. The Borough shall pay the Contractor for this contract the sum of \$656,033. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly and ratification by the North Pole City Council.

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

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

Section 4. Contract Term, Renewal, Termination, Integration

- A. Term. This contract shall cover a period from July 1, 2021, unless otherwise notified by the Borough and shall terminate on June 30, 2022. The contract shall become effective on the date of signing.

- B. Renewal. This contract may be extended for four (4) additional one (1) year periods by mutual consent of the parties. Six (6) months prior to the annual termination date, the Borough and Contractor shall confer on the feasibility of exercising a renewal option.

- C.. Termination. This contract may be terminated by:

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

D. Failure to object not a waiver. The failure of either party to object to non-performance of or to seek to complete performance of, any duty under this contract shall not constitute a waiver of any subsequent breach of the same, or of any different duty.

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

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

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

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

Section 5. Contract Representatives - Notices

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

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

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

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

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

Section 6. Financial Records

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

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

Section 7. Reporting Requirements

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

B. The Contractor will collect and provide to the Borough data to allow the Borough to fulfill its reporting requirements to the Medicare Ground Ambulance Data Collection System..

C. The Contractor will track the following response times:

1. Turnout time: The time interval that begins when the emergency response unit is notified by receipt of an audible alarm over the dispatch frequency and ends when the response unit with the capability to address the emergency starts to drive.
2. Travel Time: The time interval that begins when a unit is enroute to the emergency incident and ends when the unit arrives on scene (i.e. when the unit arrives at the incident location or is staged ready to take action when ordered or cleared to do so).
3. Initiating Action/Intervention Time: The time interval from when a unit arrives on the scene to the initiation of emergency mitigation (e.g. "water on the fire" or "at patient").
4. In-Service Time: When the unit is available after a response to be dispatched to another emergency call with the full capability to address the new emergency (e.g. "Clear of Call" or "Returning to Station" time).

D. The Contractor shall provide the Borough Emergency Operations Director, by the 10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time,

Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patient transported).

1. The data set utilized for this report may be generated from the Imagetrend Elite program utilized by the contractor.
2. The Contractor shall maintain a change log of alterations made by the Contractor to the data contained in this report. The log shall include the date of the change, name of the individual responsible for the change, and a brief explanation of the reason the data was changed. The change log shall be provided to the Borough upon request.

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

Section 8. Insurance Requirements

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

- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence to include terrorism coverage.
- Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
- Workers' Compensation coverage including Employer's Liability with limits of not less than \$1,000,000. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.
- Professional Liability Medical coverage with limits not less than \$2,000,000 per occurrence.
- Umbrella/Excess Liability coverage, written on an occurrence basis, with limits of not less than \$10,000,000 combined single and aggregate limit.

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

C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will

provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

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

1.

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

Section 9. Ownership of Records

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

Section 10. Indemnification

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

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

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

CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT

SIGNATURE PAGE

APPROVED: _____
Mayor
City of North Pole

DATE: _____

PRINTED NAME: _____

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

DATE: _____

ATTEST: _____
April Trickey
Fairbanks North Star Borough Clerk

DATE: _____

REVIEWED: _____
Fairbanks North Star Borough Legal Department

DATE: _____

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

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

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

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

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

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

5. EMS Contractor’s Operations.

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

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

(i) The disclosure is required by law; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Access to Books and Records.

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

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

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

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

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

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

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

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

23. Termination. Termination is generally addressed in Section 4C of the Contract. The following reasons for termination are in addition to those stated in the Contract.

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

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

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

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

24. Return or Destruction of PHI.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of North Pole

Fairbanks North Star Borough

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: March 10, 2021
Subject: Core & Main settlement for pipe with hidden defects and associated costs

RECOMMENDATION

Approve the settlement agreement with Core & Main totaling \$56,443.53.

BACKGROUND

To help expedite the start of construction of the Moose Creek Water System expansion Project, the City purchased ductile iron pipe and associated gaskets. Because the construction contractor was not expected to be approved until mid-January 2020, purchase of long-lead items could delay construction. To prevent this delay, the City released an invitation to bid for pipe, identified Core & Main as the lowest cost responsive bidder and purchased the pipe. Having a stockpile of pipe available when weather conditions warmed in the spring allowed construction to begin earlier than if the contractor had to order the pipe in January 2020.

Part of the process involved in the construction of the water system involved pressure tests of installed sections of pipe. The intention is to reveal any problems like leaking joints, cracked pipes or other factors that may prevent a water main from maintaining pressure. When conducting a pressure test on a section of installed pipe, the contractor found that it would not maintain pressure. The only means to find the leak is to start from the last section that maintained pressure and excavate until you find the problem. The contractor found a section of pipe that had a hairline crack. Approximately a month later, a similar situation occurred—an installed section of water main could not maintain pressure and the contractor excavated along the main until they found the leak, another section of pipe with a hairline crack.

The City's engineer inspected the pipe as it was delivered from the supplier and we reject five lengths of pipe with obvious visible damage. It is not practical to pressure test each individual section of pipe. Our engineer did inspect the two sections of damaged pipe and their assessment was the pipe had hidden defects. We notified the supplier and provided them with one of the sections of pipe that had a defect. The supplier returned the pipe to the manufacture who conducted tests and inspections test of the pipe. They concurred that the pipes had hidden defects and they paid for the cost two replace two lengths of pipe and contractor's costs to locate and replace the damaged pipe. The total cost the to be returned to the project is \$56,443.53.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is entered into as of January 29, 2021 by and between United States Pipe and Foundry Company, LLC, an Alabama limited liability company (“USP”); the City of North Pole, AK (the “City”); and Core & Main LP (“Distributor”) (each a “Party;” collectively the “Parties”).

WHEREAS, USP and Distributor entered into that certain purchase order contract PO No. 9577213, relating to the purchase of ductile iron pipe manufactured by USP by Distributor for use in the project known as Moose Creek for the City pursuant to a contract between Distributor and Contractor;

WHEREAS, a legitimate dispute has developed between the Parties regarding USP’s performance of its obligations under the Contract and Distributor’s subsequent performance under its contract with Core and Main and the City.

WHEREAS, considering the expense, risk, and uncertainty of litigation, the Parties seek to fully and finally resolve, with no admission of liability by any Party, claims relating to the Contract and the Dispute under the terms stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. SETTLEMENT PAYMENT. In consideration of the covenants, promises, and releases herein, within ten (10) days of the execution of this Agreement by the Parties, USP shall issue to Distributor a payment in the amount of \$56,443.53. Distributor shall have sole responsibility for any and all taxes related to the Payment. Upon receipt of the payment from USP, Distributor will issue payment in like amount to the City a payment.

2. RELEASE. In consideration for the Payment, and effective on Distributor’s receipt of the Payments: Distributor, on behalf of itself and any party claiming by, through, or under Distributor RELEASES and FOREVER DISCHARGES USP and its predecessors, successors, parents, affiliates, managers, members, officers, directors, membership interest holders and representatives of any kind from all claims, liabilities, costs, charges, obligations, damages, actions, lawsuits, or demands of any kind (including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which Distributor has, may have, or may have had against USP for the specific defect in the specific USP supplied goods that has been identified as of January 29, 2021, and any related remediation costs, liquidated damages, delay, failure to timely perform, and/or back charges; and upon its receipt of payment from Distributor, the City RELEASES and FOREVER DISCHARGES USP and Distributor and each of their respective predecessors, successors, parents, affiliates, managers, members, officers, directors, membership interest holders and representatives of any kind from all claims, liabilities, costs, charges, obligations, damages, actions, lawsuits, or demands of any kind (including attorneys’ fees and costs actually incurred), of any nature whatsoever, known or unknown, which the City has, may have, or may have had against USP or Distributor for the specific defect that has been identified in specific pipe as of January 29, 2021, related to the products provided by USP in connection with the Contract, any warranty claims associated with those specific defects, and any related remediation costs, liquidated damages, delay, failure to timely perform, and/or back charges (collectively, the “Released Claims”). In consideration of the promises, agreements, and mutual releases made in this Agreement, each Party hereby covenants not to commence or institute any legal actions, including litigation, arbitration, or any other legal proceedings of any kind whatsoever, in law or equity, or assert any claim, demand, action, or cause of action concerning the Released Claims. The Parties agree that the Payment shall exhaust and fully satisfy any debts or liabilities related to the Dispute.

3. NO ADMISSION OF LIABILITY. This Agreement is a compromise and final settlement of disputed claims, and nothing herein shall be construed as an admission of liability by any Party, which is specifically denied by each Party.

4. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by the laws of the State of Delaware without regard to the principles of conflicts of laws.

5. CONFIDENTIALITY. As part of the consideration for entering into this Agreement, Distributor, Contractor and USP and their attorneys, agents, assigns, and successors agree that the settlement made pursuant to this Agreement is strictly confidential and agree that they will not disclose to anyone the settlement under this Agreement, the amount of the settlement, settlement negotiations or discussions, anything related to the claims and defenses that were or could have been raised in the litigation, or any negotiations or documents and information exchanged in the litigation, except to their attorneys, designated experts, or tax advisors, if any, or unless otherwise required or necessitated by law or legal process.

6. REPRESENTATIONS & WARRANTIES; INDEMNIFICATION. By executing this Settlement Agreement and as a condition precedent to any obligations or liabilities of the Parties created hereunder, the Parties expressly acknowledge, represent, and warrant that they (i) are not relying upon any statements, understandings, representations, expectations, or agreements other than those expressly set forth in this Settlement Agreement; (ii) have made their own investigation of the facts and are relying solely upon their own knowledge and the advice of their own legal counsel; (iii) knowingly waive any claim that this Settlement Agreement was induced by any misrepresentation or nondisclosure and any right to rescind or avoid this Settlement Agreement based upon presently existing facts, known or unknown; (iv) are the lawful owner of the claims and the potential claims released in this Settlement Agreement; (v) they have full capacity and authority to settle, compromise, and release the Released Claims and to enter into this Settlement Agreement; (vi) no other person or entity has inherited, acquired, or has been assigned, or will in the future inherit, acquire, or have any right to assert, against any of the Parties any portion of the claims or potential claims released in this Settlement Agreement ; and (vii) they know of no other person or entity that intends to assert a claim by, through, under, or on behalf of them, and THE PARTIES EACH FURTHER AGREE . that they will not bring any claim against the other party for any claim released under this agreement nor will they aid, facilitate or assist in the bringing of such claim against the other party.

7. MISCELLANEOUS. This Agreement constitutes the final and entire agreement between the Parties with respect to the subject matter of this Agreement and there are no representations, understandings, or agreements relative to this Agreement that are not fully expressed in it. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns. Should any provision of this Agreement be declared or be determined by any court to be void, voidable, or otherwise unenforceable for any reason, then such provision shall be severed and deleted from this Agreement and replaced with a like provision that is valid and enforceable to the fullest extent of the applicable law. This Agreement is the product of collaboration between the Parties and shall not be construed against either party as drafter and shall be interpreted in accordance with the plain meaning of its terms. This Agreement may be executed by the Parties in counterparts, each of which shall constitute an original; facsimile and electronic or .pdf signatures shall be binding as though they are originals. The Parties acknowledge and agree that each Party is to bear its own costs and attorneys' fees related to the Dispute and the negotiation and drafting of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, each of the undersigned have executed this Agreement on the date(s) set forth below to be effective on the date first written above.

CITY OF NORTH POLE

By: _____

Title: _____

Date: _____

Address: _____

Attn: _____

**UNITED STATES PIPE AND FOUNDRY
COMPANY, LLC, AN ALABAMA LIMITED
LIABILITY COMPANY**



By: _____ Howard Smith

Title: _____ Sr. Vice President of Marketing & Sales

Date: _____ 2.14.2021

Address: _____ 2 Chase Corporate Drive, Suite 200
Birmingham, AL 35244

Attn: _____

DISTRIBUTOR

Core & Main

DocuSigned by:



By: _____ 20DC34830DFE407...

Title: _____ District Manager

Date: _____ February 12, 2021

Address: _____ 440 West 40th Ave
Anchorage, Alaska 99503

Attn: _____ Randy Roberdeau

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: March 10, 2021
Subject: Approve sampling contracts with Pollen Environmental

RECOMMENDATION

Approve two sampling agreements with Pollen Environmental.

- Wastewater sampling: \$101,686.00
- Water sampling: \$15,150.00

BACKGROUND

The Utility has state mandated tests that it must perform and report the results to the ADEC. These tests are intended to monitor our wastewater system. Because the Utility accepts wastewater from industrial dischargers, we must perform a number of tests related to regulated compounds that may be in the industrial wastewater and tests to determine if the industrial discharges are having any negative impacts upon our treatment system. By federal code, the Utility is authorized to charge the industrial dischargers for costs that we incur as a result of accepting industrial wastewater. The Pollen Environmental agreement with the Utility for wastewater sampling and testing totals \$65,991.00 for expected costs and a \$11,000.00 contingency should the Utility request any special or additional sampling and testing for a total contract of \$101,686.00

The ADEC requires the Utility to collect water samples and report a variety of water test results. These tests are to ensure that the water distributed to customers is safe and within regulated limits. These sampling and laboratory costs are operational expenses and borne by utility rate payers. The cost for Pollen Environmental to perform water sampling and testing is \$15,150.00.



CITY OF NORTH POLE WASTEWATER COMPLIANCE MONITORING 2021 BUDGET SUMMARY

CONP WWTP MONITORING 2021 BUDGET SUMMARY	
Routine Monitoring Personnel Budget	\$16,800.00
Routine Permit-Required Laboratory Analysis Budget	\$7,895.00
IPP Monitoring and Laboratory Analysis Budget	\$65,991.00
Laboratory Contingency	\$10,000.00
Personnel Contingency	\$1,000.00
TOTAL PROPOSED BUDGET:	\$101,686.00

ROUTINE MONITORING PERSONNEL ALLOCATIONS:

WWTP Sampling, One Week of Each Month:

		Rate	Quantity	Total
Jerod Pollen	hour	155.00	4.0	620.00
Vehicle Mileage	mile	1.00	25.0	25.00
Estimated Monthly Personnel Budget:				\$645.00

Project Quality Assurance and Administrative Services:

		Rate	Quantity	Total
Pollen Environmental Lab Supervisor	hour	125.00	1.0	125.00
Tamara Pollen, Administrative	hour	90.00	2.0	180.00
Estimated Monthly Quality Assurance Budget:				\$305.00

Discharge Monitoring Reports:

		Rate	Quantity	Total
Jerod Pollen	hour	155.00	2.5	387.50
PE Lab Supervisor QC Review	hour	125.00	0.5	62.50
Estimated DMR Report Budget/Month:				\$450.00

TOTAL ROUTINE MONITORING PERSONNEL BUDGET:	\$16,800.00
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ROUTINE PERMIT-REQUIRED MONITORING LABORATORY ANALYSIS:

Monthly Regulated Monitoring:

Parameter:	Unit Rate	Quantity	Total
Biological Oxygen Demand (BOD)	65.00	4.0	260.00
Fecal Coliform Bacteria	60.00	2.0	120.00
Total Suspended Solids (TSS)	40.00	4.0	160.00
Estimated Monthly Analysis Budget:			\$540.00

Total Monthly Analysis Budget (12 Months):	\$6,480.00
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Mixing Zone Quality Assurance Monitoring:

Laboratory Analyses	Unit Rate	Quantity	Total
Fecal Coliform SM9222D	60.00	2.00	120.00
Total, Analyses			\$120.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	155.00	2.0	310.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	1.00	25.0	25.00
Subtotal, Personnel & Materials			\$380.00
Subtotal Mixing Zone Sampling/Event:			\$500.00
Total Annual Mixing Zone Sample (2 Events/Yr):			\$1,000.00

Quarterly, Bi-Annual, and Annual Quality Assurance Monitoring:

Parameter*:	Unit Rate	Quantity	Total
Total Hardness(CaCO3)	45.00	4.0	180.00
Ammonia (as N)	40.00	4.0	160.00
Oil and Grease	75.00	1.0	75.00
Total Estimated Qtr, Bi-Annual, Annual Analysis Budget			\$415.00

* Metals and cyanide analysis are completed as part of the POTW sampling program

TOTAL ROUTINE MONITORING ANNUAL LABORATORY ANALYSIS BUDGET:	\$7,895.00
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IPP MONITORING AND LABORATORY ANALYSIS:

Monthly Quality Assurance Monitoring:

Parameter:	Unit Rate	Quantity	Total
Biological Oxygen Demand (BOD)	65.00	3.0	195.00
BOD/Carbonaceous	75.00	1.0	75.00
Sulfolane	250.00	3.0	750.00
Total Aqueous Hydrocarbons (TAQH)	275.00	2.0	550.00
Total Aromatic Hydrocarbons (TAH)	225.00	2.0	450.00
Travel Blank (TAH)	0.00	2.0	0.00
Total Suspended Solids (TSS)	40.00	3.0	120.00
*Chemical Oxygen Demand (COD)	65.00	14.0 (4 Weeks)	910.00
*Chemical Oxygen Demand (COD)	65.00	17.0 (5 Weeks)	1105.00
Subtotal Monthly Analysis Budget: 4 Week Months			\$3,050.00
Subtotal Monthly Analysis Budget: 5 Week Months			\$3,245.00
Total Monthly Analysis Budget: 4 Week Months (Jan, Feb, Apr, May, Jul, Sept, Oct, Dec)	8		\$24,400.00
Total Monthly Analysis Budget: 5 Week Months (Mar, June, Aug, Nov)	4		\$12,980.00

Publically Owned Treatment Works (POTW) Monitoring:

Parameter:	Unit Rate	Quantity	Total
Metals (As, Cd, Cr, Cu, Pb, Ni, Mo, Se, Ag, Zn)	270.00	6.0	
Mercury	31.50	6.0	

Cyanide	54.00	6.0	
Subtotal, Analyses	355.50	6.0	\$2,133.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	155.00	48.0	7440.00
PE Lab Supervisor QC Review	125.00	1.0	125.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	1.00	450.0	450.00
Subtotal, Personnel & Materials			\$8,060.00
Subtotal POTW Monitoring Budget/Event:			\$10,193.00
Total Annual POTW Monitoring Budget (2 Events/Yr):			\$20,386.00

Reduced Publically Owned Treatment Works (POTW) Monitoring:

Laboratory Analyses	Unit Rate	Quantity	Total
Metals (As, Cr, Cu, Ni, Se)	135.00	6.0	
Total, Analyses	135.00	6.0	\$810.00

Sample Collection and Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	155.00	12.0	1860.00
PE Lab Supervisor QC Review	125.00	1.0	125.00
Administrative, Hour	90.00	0.5	45.00
Mileage/mile	0.90	75.0	67.50
Subtotal, Personnel & Materials			\$2,097.50
Subtotal POTW Monitoring Budget/Event:			\$2,907.50
Total Annual POTW Monitoring Budget (2 Events/Yr):			\$5,815.00

Biosolids Monitoring:

Laboratory Analyses	Analysis Method	Unit Rate	Quantity	Total
Metals (As, Cd, Cr, Cu, Pb, Ni, Mo, K, Se, Ag,	EPA 6010B	270.00	2.0	
Phosphorous	EPA 365.4	45.00	2.0	
Mercury	EPA 245.1	45.00	2.0	
Total Nitrogen	SM 4500-N	90.00	2.0	
Subtotal, Chemical Analysis:		450.00	2.0	900.00
Total Solids/ Total Volatile Solids	EPA 160.4	65.00	4.0	260.00
Subtotal, Analyses				\$ 1,160.00

Data Reporting	Unit Rate	Quantity	Amount
Project Management & Sampling, hour	155.00	6.0	930.00
PE Lab Supervisor QC Review	125.00	2.0	250.00
Administrative, Hour	90.00	0.5	45.00
Vehicle (mile)	1.00	25.0	25.00
Subtotal, Personnel & Materials			\$1,250.00
Total Biosolids Monitoring Budget:			\$2,410.00

TOTAL ANNUAL IPP MONITORING AND LABORATORY ANALYSIS BUDGET*:	\$65,991.00
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* All IPP Monitoring is billed to the Significant Industrial Users under the CONP Industrial Pretreatment Program.



February 2, 2021

Bill Butler
 Director of City Services
 City of North Pole
 RE: Routine Monitoring and Reporting for North Pole Water Treatment Plant

Thank you for the opportunity to provide sampling and analytical testing services for the City of North Pole (CONP) Water Treatment Plant. Listed below is a full breakdown of pricing for the routine monthly sampling, annual samples and the ADEC required biannual monitoring for PFAS and Sulfolane. A contingency has been included in case additional samples are performed.

Item	Unit Rate	Quantity	Total
Routine Monthly Monitoring:			
Total Coliform	\$48.00	5	\$240.00
Metals (Ca, Fe, Mn)	\$27.00	3	\$81.00
Total for Routine Monthly Monitoring:	\$321.00	12 months	\$3,852.00
2021 Annual PWS Monitoring:			
VOC (Due 2021-2022)	\$225.00	1	\$225.00
Nitrate (Annual)	\$40.00	1	\$40.00
Gross Alpha (Due 2021-2025)	\$75.00	1	\$75.00
Radium 226/228 (Due 2021-2025)	\$198.00	1	\$198.00
Lead and Copper	\$50.00	40	\$2,000.00
Total for Annual PWS Monitoring:			\$2,538.00
Biannual PFAS and Sulfolane Monitoring:			
PFAS by EPA 537	\$485.00	2	\$970.00
Sulfolane	\$250.00	7	\$1,750.00
Vehicle/Sampling Materials Charges	\$100.00	1	\$100.00
Project Sampling/Coordination (Jerry Pollen)	\$155.00/hour	2 hours	\$310.00
Total for Biannual Monitoring:	\$3,130.00	2 events	\$6,260.00
Laboratory Contingency:			\$2,500.00
Total budget for 2021 CONP PWS Monitoring:			\$15,150.00

Thank you for the opportunity to continue to provide our services to the City.

Jerry Pollen President,
 Pollen Environmental, LLC

Accuracy, Precision, and Professional Service

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: March 10, 2021
Subject: Approve contract amendments PDC Engineers for work to assist the City recruit water customers in Moose Creek

RECOMMENDATION

Approve two contract amendments With PDC Engineers.

- Amendment #3: \$95,629.00
- Amendment #4: \$83,509.00

BACKGROUND

The North Pole City Council approved a cooperative agreement with the US Army Corps of Engineers with an award cap of \$41,380,821.00 to construct the Moose Creek Water System Expansion Project. This funding cap is for engineering, design, construction administration and construction. The current approved funded amount is \$36,978,963.55. The award cap allows for change order to fund modifications in the project. To assist the City to recruit utility customers and manage the collection of environmental covenants within Moose Creek, the USACE approved two increased funding requests. Without this assistance the City would not be able to efficiently recruit utility customers and process environmental covenants. PDC's costs were within the award amount approved by the Council; however, PDC is going through its annual audit and their auditor is requiring documentation of the amendments to the contract between the City and PDC. I am requesting that the Council authorize the Mayor to sign the two contract amendments with PDC.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: April 15, 2019

Owner: City of North Pole

Engineer: PDC Engineers

Project: Moose Creek Water Expansion

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- X_____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

This amendment is needed to provide additional public outreach to residents in Moose Creek so that they sign up for City water.

Agreement Summary:

Original agreement amount:	\$ <u>2,121,443</u>
Net change for prior amendments:	\$ <u>2,761,686</u>
This amendment amount:	\$ <u>83,509</u>
Adjusted Agreement amount:	\$ <u>4,966,638</u>

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 15, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: April 15, 2019

Owner: City of North Pole

Engineer: PDC Engineers

Project: Moose Creek Water Expansion

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- X_____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

This amendment is needed to provide additional public outreach to residents in Moose Creek so that they sign up for City water.

Agreement Summary:

Original agreement amount:	\$ <u>2,121,443</u>
Net change for prior amendments:	\$ <u>2,666,057</u>
This amendment amount:	\$ <u>95,629</u>
Adjusted Agreement amount:	\$ <u>4,883,129</u>

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____