



**CITY OF NORTH POLE**  
**Regular Meeting**  
**May 17, 2021**  
**North Pole Council Chambers**  
**125 Snowman Lane, North Pole, Alaska**  
[www.northpolealaska.com](http://www.northpolealaska.com)

---

***Monday, May 17, 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. May 3, 2021 Pg. 3
- 6. Communications from the Mayor**
  - a. Student of the Month – Josiah Jones
- 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)**

- a. Josey Baumgartner
- b. Barb Baumgartner

**11. Old Business:**

None

**12. New Business:**

- a. Request to Appeal Cease and Desist Order Benjamin Roose - 1<sup>st</sup> Stop Shop. **Pg. 9**
- b. Request to sign MOA with Eielson AFB. **Pg. 10**
- c. Request to sign Public Safety Testing contract. **Pg. 21**

**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](http://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](mailto: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](mailto: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, May 3, 2021  
NORTH POLE CITY COUNCIL CHAMBERS  
125 SNOWMAN LANE, NORTH POLE, ALASKA

---

Mayor Pro Tem McGhee called the Monday May 3, 2021 regular City Council meeting to order at 7:00 p.m. with the following Council Members in attendance:

**Council Members Present:**

Santa Claus - Zooming In  
Thomas McGhee - Zooming In  
David Skipps - Zooming In  
Aino Welch - Zooming In  
DeJohn Cromer - Zooming In  
Perry Walley - Zooming In

**Absent:**

**Excused:** Mayor Welch – Out on Leave

**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**

**Mr. Walley *moved to approve the agenda of May 3, 2021.***

**Seconded by Mrs. Welch**

**Discussion**

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

**Old Business:**

- a. Ordinance 21 – 09 An Ordinance of the City of North Pole, Alaska to Amend Operating Budget to Pay for North Pole Police Department Covid – 19 Processing and Decontamination Facility.

**New Business:**

- a. Resolution 21 – 04 A Resolution of the City of North Pole City Council to establish the Rate of Tax Levy for 2021 Real Property Taxes of the City of North Pole.

**Remove:**

- b. Request to Authorize the City Clerk, in his capacity as the City of North Pole Public Information Officer (PIO), to formulate a request for proposals to address the needs of the City of North Pole, specifically regarding Critical Event Communication.

**Seconded by Mrs. Welch**

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CONSENT OLD BUSINESS A AND NEW BUSINESS ITEMS A AND REMOVE NEW BUSINESS B:

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

NO: 0

ABSTAIN:

**Mayor Pro Tem McGhee** declared the MOTION CARRIED

*On the Agenda as amended.*

**Discussion**

None

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

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

NO: 0

ABSTAIN:

**Mayor Pro Tem McGhee** declared the MOTION CARRIED

**APPROVAL OF MINUTES**

**Mr. Walley** *moved to* **approve the Minutes of 19, 2021.**

**Seconded by Mrs. Welch**

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES FROM April 19, 2021 CITY COUNCIL MEETING:

YES: 6 – Mr. Claus, Mrs. Welch, Mr. Walley, Mr. Cromer, Mr. Skipp, Mr. McGhee

NO: 0

ABSTAIN:

**Mayor Pro Tem McGhee** declared the MOTION CARRIED

### **COMMUNICATIONS FROM THE MAYOR PRO TEM**

- Mayor Welch is out until May 18, 2021. Went out earlier than expected because the Doctor could get him early.

### **COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

### **COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK**

#### **Finance, Tricia Fogarty**

- Tyler Technologies Project continues to develop.
- Thomas McGhee is now on the checks
- Muni Solutions Check is in the check run tomorrow.
- Audit partners Alliance CPA is on track the June Deadline.

#### **City Services, Bill Butler**

##### **Building Department**

- Received seven residential housing permit applications and three 4-plex applications; pavilion application and solar panel installation application since the last Council meeting.
- Work has begun on the O'Reilly's auto parts store at the mall.

##### **Public Works**

- City experienced some significant flooding in vicinity of Homestead Road due to the rapid melt of the deep snowpack.
  - There is no simple or cheap solution to preventing future flooding in this area.
- Cody has begun interviewing for the Public Works Assistant position and Public Works is recruiting for summer hires.
- Public Work pick up truck approved last year has been delivered to Anchorage and we hope to see it delivered in approximately a week.

- Councilman McGhee approved the contractor to conduct this year's street sweeping.

## **Utility Department**

### Utility Department

- Utility department is beginning to get utility locate requests for the planned construction that will begin in the next few weeks.

### Moose Creek Water System Expansion Project.

- Released 130 of 133 consideration payments to Moose Creek residents.
- Within next two weeks will begin flushing the Northern Loop and water tank to refresh the water that has gone stale after sitting in the tank and mains for five months.
  - After flushing, the first customer in Moose Creek will be connected—the 70-unit apartment building.

## **Police Department, Chief Dutra**

- Thank you for passing the COVID – Deacon Wing for the PD. Everyone feels the council really cares about the health and welfare of their employees. This means a lot.
- We did have an incident last week. The call came in as shots fired and quickly escalated into something it was not. Someone discharged a handgun near a daycare.
- I met with a couple of groups last week. HIDTA Task force Chair and Director and FNSBSD Superintendent whom we wished well in her new endeavors.
- We completed our pre-construction meeting with Design Alaska and Stanton Construction.
- We initiated a formal request to a location in North Pole to clean up refuse and garbage.
- Stats – significant increase year over year. We expect this to rise as weather warms and COVID restrictions are lifted.
- Very large narcotics bust Arizona man arrested for trafficking methamphetamine to Fairbanks | Alaska News | newsminer.com :
  - NPPD was critical in making this happen.

## **Fire Department, Chief Heineken**

- State Fire Association held in Fairbanks and was able to send 3 of our Staff.
- Blue Card Training. Officer Command Training- Train the Trainer so they can come back and train our employees.
- Brown Up is going on and is very dangerous. Be on the lookout.
- Going to Appleton Wisconsin to design new specification for our new fire truck.

### **Borough Representative**

- April 22 and April 27
- Borough is going to spend \$200,000 dollars to fix the church down in Pioneer park.
- The Golden Dome and Pioneer Air Museum is looking for a new home.
- Different Projects can be viewed on the Fairbanks North Star Borough Website.
- Ordinance 221-17 Rank Choice voting for Municipal Elections. Many against but got pushed onto next Thursday April 27. Didn't pass to put it on the agenda and got voted down.

### **City Clerk**

- Nothing to Report.
- No Clerk Intern being advertised at this point.

### **ONGOING PROJECTS**

None

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

- Rita Valentine – Culvert drainage problem on her property.

### **OLD BUSINESS**

None

### **NEW BUSINESS**

### **MOTION TO APPROVE REQUEST TO ACCEPT BENEFITS RENEWAL FOR 2021-2022 HEALTHCARE BENEFITS**

**Mr. Walley *moved to* Approve Request to Accept Benefits Renewal for 2021-2022 Healthcare Benefits.**

**Seconded by Mrs. Welch**

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT BENEFITS RENEWAL FOR 2021-2022 HEALTHCARE BENEFITS:

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

NO: 0

ABSTAIN:

**Mayor Pro Tem McGhee** declared the MOTION CARRIED

**Council Comments**

**Mr. Walley** *moved to Adjourn*

**Seconded by Mrs. Welch**

The meeting of May 3, 2021 adjourned at 8:24p.m.

---

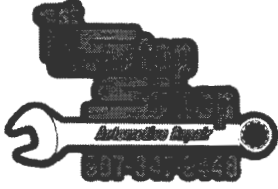
Michael Welch, Mayor

**ATTEST:**

---

Aaron M. Rhoades, City Clerk





Date: May 10, 2021

FROM: Benjamin Roose  
DBA 1<sup>st</sup> Stop Shop  
2439 Old Richardson Hwy.  
North Pole, AK 99705

RECEIVED

MAY 10 2021

CITY OF NORTH POLE

TO: City of North Pole  
125 Snowman Lane  
North Pole, AK 99705

ATTENTION: Aaron Rhoades

RE: Request for an Administrative Hearing pertaining to the Order to Cease and Desist due to delinquent sales tax returns and non-filing of sales tax returns in the approximate amount of \$4,690.00 (amount adjusted to accommodate amount paid 10 May 2021).

Sales Tax Returns and Sales Tax Returns filings are in the process of being updated and paid for the periods of March 2020, April 2020, May 2020, June 2020, July 2020, September 2020, October 2020, November 2020 and December 2020 (confirmed filings due with Ms. Terri Nelson May 10, 2021) . I am unable to file and pay all of them before the deadline given of two business days, so I am requesting an Administrative Hearing for the Order to request an extension and/or payment plan suitable to all parties involved. Should you require any further information or documentation please do not hesitate to contact us at 907-347-9448 during the hours of 9am to 5pm. Please advise of any and all outcomes.

Regards,

Benjamin Roose

A handwritten signature of Benjamin Roose, consisting of a stylized 'B' and 'R' followed by a horizontal line.



**North Pole Police  
Department**  
125 Snowman Ln.  
North Pole, AK 99705  
007-188-6007



May 4, 2021

To: Honorable Mayor Welch  
North Pole City Council

Re: MOU Eielson AFB Security Forces

Dear Council,

I am asking that you authorize the Mayor to sign the following MOU with NPPD and Eielson AFB. Our city attorney and I have finished all our edits and the document is ready for your approval.

This is a fairly standard contract that has been in place for some time, this is just a renewal.

Thank you.

Respectfully,

Chief Steve Dutra



For Official Use Only

## Air Force Standard Receiver Profile

<b>Current Support Agreement Number (if applicable) or Initial Operational Capability (IOC) for new mission</b>								
<b>Receiving Activity's Name:</b> <b>Postal/Mailing Address:</b> <b>City/Zip Code:</b> <b>Physical Location:</b>								
<b>Receiver POC Name:</b> <b>Phone:</b> <b>E-Mail:</b>								
<b>Approving Authority Name:</b> <b>Rank/Grade:</b> <b>Title:</b> <b>Office Symbol:</b> <b>Phone:</b>								
<b>Receiver Comptroller Name:</b> <b>Rank/Grade:</b> <b>Title:</b> <b>Office Symbol:</b> <b>Phone:</b>								
<b>Major Command:</b>								
<b>Funding Authority (WCF, DHA, AF O&amp;M, Other):</b>								
<b>Receiving Activity's Mission Statement:</b>								
<b>Personnel Auth/Assign Strength:</b>								
<b>Military</b>				<b>Civilian</b>		<b>Contractors</b>		<b>Transient</b>
<b>Off Auth</b>	<b>Off Assign</b>	<b>Enl Auth</b>	<b>Enl Assign</b>	<b>Civ Auth</b>	<b>Civ Assign</b>	<b>Ctr Auth</b>	<b>Ctr Assign</b>	
<b>AFRC/ANG</b>				<b>Technicians</b>		<b>AFRC/ANG Civilian</b>		
<b>Off Auth</b>	<b>Off Assign</b>	<b>Enl Auth</b>	<b>Enl Assign</b>	<b>Tech Auth</b>	<b>Tech Assign</b>	<b>Civ Auth</b>	<b>Civ Assign</b>	
<b>Weapons System Information</b>								
<b>Type</b>				<b>Total #</b>				

For Official Use Only

Facility Requirements:			Communication Requirements:			
Total # Bldgs:			Phone Lines:	Yes	No	Total #
Building Number	Real Estate Permit/Lease	Sq Ft	Computers/Servers:			
			Support Requirements			Yes No
			Do you require additional security (i.e. SCIF, alarm response, etc.)?			
			Do you require vehicle maintenance support?			
			General Purpose Vehicles	Special Purpose Vehicles		
			Do you require on base housing?			
	Total Sq Feet:		Is your unit deployable?			
Other (attach additional pages if needed):						
Request change/delete any support categories:						
Request to add new support:						
Non-Standard Requirements:						
Receiver POC Signature:			Date:			

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES AIR FORCE, EIELSON AFB, AK  
AND  
THE NORTH POLE POLICE DEPARTMENT  
FOR  
COORDINATED LAW ENFORCEMENT ACTIVITY  
MOA NUMBER: FB5004-MOA-14-S

This is a Memorandum of Agreement (MOA) between the USAF and the NPPD. When referred to collectively, the USAF and the NPPD are referred to as the "Parties".

1. **BACKGROUND:** This MOA establishes policy for the USAF and NPPD with regard to coordination and support between these two agencies. This memorandum is not intended to confer any rights, benefits, privileges, or form of due process procedure upon individuals, associations, corporations, or other persons or entities. Nothing in this MOA prevents any agency with jurisdiction from prosecuting a person for committing a criminal offense. Other state and/or federal law enforcement agencies are not bound by this MOA. NPPD is responsible for enforcing the observance of all laws and ordinances, to promote and maintain order, and to protect lives and property in the city of North Pole, Alaska. Prompt administrative actions and investigations within the statute of limitations under the UCMJ requires the USAF to assume an important role in state and municipal criminal investigations involving military members.

To encourage coordinated investigative responsibility, the NPPD and the USAF will cooperate fully and conduct the inquiry with the appropriate Air Force investigative agency [generally the Air Force Office of Special Investigations (AFOSI) or 354th Security Forces investigations(S2I)].

2. **AUTHORITIES:**

2.1. Department of Defense Instruction (DoDI) 4000.19, *Support Agreements*

2.2. Air Force Instruction (AFI) 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreement Procedures*

2.3. AFI 25-201 PACAF SUPI, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreement Procedures*

2.4. United States Code

2.4.1. *Title 5, Government Organization and Employees*

2.4.2. *Title 10 USC 2679, Intergovernmental Support Agreements*

2.4.3. *Title 18. Crimes and Criminal Procedures*

3. **PURPOSE:** The purpose for this MOA is to set concise and clear guidance to all affected parties to effect coordinated law enforcement efforts. The 354th Fighter Wing Commander is the approving authority for USAF law enforcement support during emergencies. Requests for law enforcement support during non-emergency operations must be staffed through the Secretary of the Air Force.

#### 4. RESPONSIBILITIES:

##### 4.1. USAF will:

4.1.1. Conduct preliminary investigations of all offenses occurring on Eielson Air Force Base (EAFB).

4.1.2. Ensure all USAF reports designated for the NPPD are transmitted by correspondence reflecting the exact purpose for which the NPPD is receiving reports (e.g., initial response efforts reports, investigative follow-up reports).

4.1.3. Ensure all media requests for information are routed through the EAFB Public Affairs office at 907-377-2116.

4.1.4. Maintain active regular liaison between NPPD leadership, AFOSI, and 354th Security Forces Squadron (SFS) to promote cooperation. Forums may include reciprocal officer ride-a-longs, ride-a-longs with NPPD for the general USAF population, training opportunities, social functions, and official meetings.

4.1.5. Will support and publicize the NPPD ride-a-long program with the military populace. USAF members participating in this program will not wear military attire and do so under their rights and privileges as a citizen within the community. 354 SFS will coordinate a ride-a-long program between NPPD and USAR. NPPD will not place military personnel in a position that would violate the Posse Comitatus Act.

4.1.6. Process all NPPD requests for on-base training through appropriate USAF activities to obtain approval, unless previously approved by the USAF. 354 SFS will notify the NPPD of the status of all such requests.

4.1.7. Assist the NPPD in locating persons on EAFB for service of domestic violence protective orders, subpoenas, arrest warrants, and summons.

4.1.8. Keep the NPPD notified of changes in Force Protection Conditions as they may affect the NPPD.

4.1.9. Facilitate smooth access and egress to EAFB for NPPD officers entering on official business.

4.1.10. Electronically notify NPPD via the National Crime Information Center (NCIC) of any Military Protective Orders (MPO) issued by EAFB to members of the North Pole community. NPPD will be notified of the issuance of the protective order and the individual(s) involved in the order, pursuant to DDI 6400.06, *Domestic Abuse Involving DoD Military and Certain Affiliated Personnel*.

4.1.10.1. NPPD will need to enter the MPO into NCIC with the assistance of SFS Reports and Analysis (SSR) in the event that S21 and/or AFOSI does not have the capability.

#### 4.2. NPPD will:

4.2.1. Notify the USAF of all complaints or investigation requests (not filed by the USAF) concerning USAF military and DoD civilian personnel, military dependents, or USAF property.

4.2.2. Provide the USAF with completed, concise and accurate written reports of any initial response effort and follow-up on investigative reports on matters which were referred to the NPPD (concerning USAF military and DoD civilian personnel, dependents or USAF property).

4.2.3. Contact the 354 SFS Base Defense Operations Center (BDOC) prior to the serving or enforcing of summons, subpoenas, court orders, arrest warrants, or similar instruments on EAFB Coordinate with AFOSI to arrange interviews of USAF personnel and the use of AFOSI interviewing facilities.

4.2.4. Contact BDOC to request delivery of military members to civil authorities. 354 SFS will ensure the requesting official signs a receipt accepting custody of the service member.

4.2.5. Coordinate all on-base training with EAFB BDOC, Coordinate off-base training in adjacent areas that may affect EAFB (e.g., pyrotechnics or weapons training).

4.2.6. Notify the BDOC of any arrest of active duty Air Force members.

4.2.7. Sharing of Threat Information. EAFB and NPPD will share terrorist threat information as needed, NPPD will provide immediate notification to AFOSI and BDOC on any suspicious activity that could be possible terrorist acts of surveillance, probing, or threats to the local area. In particular, any threat information as it relates to the Golden Valley Electric Power Station and Marathon Oil Refinery.

4.2.7.1. Report suspicious (terrorist type) activity to BDOC that could affect EAFB personnel or property.

4.2.7.2. During increased terrorist threats to the area, NPPD upon request of BDOC, will provide police patrol checks of EAFB pump station which is located adjacent to the Marathon Oil Refinery.

4.2.7.3. Provide police services to include arrest and apprehension of all trespassers on USAF property located in the NPPD jurisdiction.

4.2.8. Notify the BDOC of controlled substances or dangerous drug incidents to include possession of any amount of marijuana, suspected marijuana residue or paraphernalia or any other illicit drugs committed by USAF personnel, dependents, or any DoD civilians.

4.2.9. Maintain active, regular liaison between NPPD leadership, AFOSI, and 354 SFS to promote cooperation and resolve conflicts. Forums may include reciprocal officer ride-alongs, training opportunities, social functions, and official meetings.

- 4.2.10. Not require USAF Security Forces officers acting in an official capacity to complete Private Persons Arrest forms when delivering persons into NPPD control/custody.
- 4.2.11. Take custody of Airmen located off EAFB at NPPD discretion who are intoxicated or otherwise incapacitated and deliver them to the 354 SFS at the front gate of EAFB.
- 4.2.12. The NPPD assumes liability for damage of any government equipment provided by USAF.
- 4.2.13. The USAF is not liable for personal injury of NPPD personnel performing his/her duties while on EAFB.
- 4.3. Detector Dog Support. Before the USAF begins any detector dog supplement, the following criteria must be met. (See attached Detector Dog Support and Reimbursement Agreement).
- 4.3.1. The circumstances of request by the NPPD must show immediate action is required to preserve order or to protect lives and property, and no civilian resources are available to provide assistance. Requests for assistance during non-emergency situation will receive closer scrutiny. Support will be dependent upon manning availability.
- 4.3.2. Any cost related to the requested Military Working Dog (MWD) detector dog services must be reimbursed to the USAF.
- 4.3.3. The MWD and handler must always be used together. The handler must have exclusive control over the search effort and complete access to the search area. The handler will be armed for personal and MWD protection, but will not exercise law enforcement powers.
- 4.3.4. The handlers perform the sole task of working their MWD and will not take part in any other activities to help civil authorities unless specifically authorized by Headquarters, USAF.
- 4.3.5. Only the team's detection capabilities will be used. Teams will not be used to track persons, search buildings or any other area for personnel, unless it is deemed a rescue operation. The team will never be used to pursue, bite, and/or hold, or in any way help in apprehending or arresting people.
- 4.3.6. MWD teams will not be used to search people.
- 4.3.7. The handler may, if necessary, testify in civil court. The testimony will be limited to explaining the training received, the past success rates of the MWD, the events leading to employment in the particular detection support, and the results of the detection support.



4.3.8. A representative of the NPPD must escort the search team at all times while it is working.

4.3.9. If an explosive detector dog responds positively, the handler will advise the NPPD and withdraw from the area. An explosive detector dog team will not be used to confirm or clear suspicious packages or objects. An explosive detector dog team will not uncover, disarm, or move any explosive device.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT (POCs): The following POCs will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party:

6.1.1. 354th Security Forces Squadron: 907-377-5130

6.1.2. North Pole Police Department: 907-488-6902

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the USAF:

6.2.1. 354th Security Forces Squadron  
451 Division St.  
Eielson AFB, AK 99702

And if to the second party:

6.2.2. North Pole Police Department  
125 Snowman Lane  
North Pole, Alaska 99705

6.3. REVIEW OF AGREEMENT: As required by DoDI 4000.19 and AFI 25-201, this MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and in its entirety on a triennial basis.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the parties, duly signed by their authorized representatives according to AFI 25-201.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the parties.

6.7. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This agreement expires five (5) years from the effective date of the last parties signature.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed agreement between the USAF and NPPD with the subject MOU Agreement # 014 and effective date of 1 August 2016.

## 7. FINANCIAL DETAILS:

7.1. AVAILABILITY OFFUNDS: This MOA does not document the obligation of funds between Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The USAF will bill the NPPD on a monthly basis in accordance with the procedures of the billing party. A record of the transaction will be sent to the NPPD within 30 days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS: The NPPD paying office will forward payments, along with a way of billed invoices, to the USAF within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Attachment/Appendix for all other details and information on the reimbursable support identified in paragraph 2.

AGREED:

---

STUART WILLIAMSON, Colonel USAF  
Commander, 354<sup>th</sup> Mission Support Group

---

STEVE DUTRA, Chief  
North Pole Police Department

---

Date

---

Date

**MILITARY WORKING DOG EXPLOSIVE DETECTION  
CIVILIAN SUPPORT RELEASE AND REIMBURSEMENT AGREEMENT**

**BETWEEN EIELSON AIR FORCE BASE AND \_\_\_\_\_**

This agreement, entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, between the Secretary of the Air Force, pursuant to the authority of 10 U.S.C. (376) and the \_\_\_\_\_ Department is for securing explosive detection support for the protection of life and property only. It is agreed that:

- a. On request to a representative of Eielson Air Force Base by a representative of \_\_\_\_\_, and with coordination of the Chief, Security Forces, Base Staff Judge Advocate, and approval of the Installation Commander, or his/her designated representative, an Explosive Detector Dog (EDD) Team and "spotter" will be dispatched to any point within the jurisdiction for which the \_\_\_\_\_ normally exercises jurisdiction. Authorities at Eielson Air Force Base may deny requests for EDD Teams when EDD Team resources are insufficient or granting the request would otherwise interfere with the effective conduct of official Air Force operations or business.
- b. Any dispatch pursuant to this agreement is subject to the following conditions:
  - (1) The EDD and handler must be used together.
  - (2) The handler must have exclusive control over the search effort and complete access to the search area.
  - (3) The handler will perform the sole task of working their dog and will not take part in any other activities to aid civilian authorities unless specifically authorized by Headquarters, Air Force Security Forces Center (HQ AFSFC).
    - a. The EDD teams will only search for explosive devices and will not perform duties that may conflict with requirements established under the Posse Comitatus Act.
  - (4) Only the team's detection capabilities will be used. Teams will not be used to track persons, search buildings or area for personnel, or to pursue, attack, hold, or in any way help in apprehending or arresting persons.
  - (5) Teams are not to be used to search persons.
  - (6) A representative of the requesting agency must stay with the team at all times when it is working. If the dog responds positively, the handler will advise the representative and withdraw or continue the search in a disassociated area. The handler must not help in uncovering, disarming, or moving any explosive device.

(7) The US Air Force will neither accept responsibility for any damages, assist in setting up a chain of custody, nor engage in any other activities to enforce the law in connection with this service. The handler may, if necessary, testify in civil court, but the testimony must be limited to explaining the training received, the past success rates of the EDD, the events leading to employment in this particular search, and the results of that search.

c. The US Air Force may claim reimbursement for the direct expenses of services provided.

d. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph c above.

Requesting Department Representative

Commander, 354th Fighter Wing

Reviewed By Base Judge Advocate: \_\_\_\_\_ on \_\_\_\_\_



# North Pole Police Department

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



May 5, 2021

To: Honorable Mayor Welch  
North Pole City Council

Re: Agreement Public Safety Testing

Dear Council,

I am asking that you authorize the Mayor to sign the following Agreement with NPPD and Public Safety Testing. Our city attorney and I have finished all our edits and the document is ready for your approval.

This is a fairly standard contract that has been in place for a couple of years, this is just a renewal.

Thank you.

Respectfully,

Chief Steve Dutra



## SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of North Pole, a municipal corporation of the state of Alaska (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: North Pole, AK

POSITIONS: ☐ Law Enforcement Officer (entry-level)  
☐ Law Enforcement Officer (lateral/experienced)

COMMENCEMENT DATE: July 1, 2021

PROFESSIONAL FEES: Law Enforcement Officer written &/or physical ability testing

- Year #1 (7/1/2021 – 6/30/2022) @ \$720 annually
- Subsequent years (beginning July 1, 2022) will include an annual increase of three percent (3%).

TERMINATION: This agreement terminates:

☛ *Select one*

- ☐ June 30, 2022
- ☐ June 30, 2024
- ☐ This agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees, the first commencing July 1, 2022.

RECRUITING AT PST WRITTEN EXAM EVENTS ☐ Opportunity for Subscriber to recruit candidates at PST written exam events. Written exams occur in-person or virtual (online, in-home). Subscriber may appear in-person (physical exam locations) or via 60-second video provided by Subscriber (physical exam location or virtual exam). Subscriber will be invoiced \$10 per candidate that adds Subscriber agency to their list prior to the start of the exam.

☛ *Check to request*

- FINANCIAL HARDSHIP WAIVER    Subscriber agrees to pay candidate financial hardship waivers, each  
☛ Check to request                      pre-approved by the Subscriber at the following rates:  
☐ \$50 for Law Enforcement written examination

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:
  - 1.1 Advertising and recruiting assistance, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.
    - 1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.
    - 1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, and, through a network of partner gym and fitness facilities.
  - 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%. For dispatcher candidates, the typing test results will be reported as words per minute (wpm) and accuracy rate (%).
  - 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.



- 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
- 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
- 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
- 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of local rules and/or regulations, and/or applicable statute, as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

7. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF NORTH POLE, AK**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Subscriber's Contact & Address for Billing:**

*(Please complete if different from contact information above)*

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**PUBLIC SAFETY TESTING, INC.**

By:  \_\_\_\_\_ May 5, 2021

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44<sup>th</sup> Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

**Agency Recruiter:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Agency Hiring Representative/Supervisor:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Chief or Agency Director:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_