



CITY OF NORTH POLE
Regular Meeting
March 15, 2022
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Tuesday, March 15, 2022
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Melissa Dionne
907-488-8583

COUNCIL MEMBERS

Santa Claus – Mayor Pro Tem	907-388-3836
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Aino Welch – Alt. Deputy Mayor Pro Tem	907-488-5834
David Skipps	907-750-5106
Jeffrey Jacobson	907-460-7733
Anton Keller	907-987-2548

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda (Pgs. 1-2)
5. Approval of the Minutes from 03/07/2022 (Pgs. 3-8)
6. Communications from the Mayor
 - a. Student of the Month – Andrea Kirya (Pg. 9)
7. Council Members Questions of the Mayor
8. Communications from Department Heads, Borough Representative, and the City Clerk
9. Ongoing Projects Report
10. Citizens Comments (Limited to five (5) minutes per Citizen)
11. Old Business:

- a. Ordinance 22-07, An Ordinance of the City of North Pole to Amend the 2022 Operating Budget to Award the 2022 Snow Hauling Bid (pgs. 10-13)

12. New Business:

- b. Ordinance 22-08 An Ordinance of the City of North Pole to Amend the 2022 General Operating Budget to Expense the Final Encumbered COVID 19 Grant Funds (Pgs. 14-16)
- c. Resolution 22-09 A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts (Pg. 17)
- d. Resolution 22-10 A Resolution Authoring an Amendment to the City of North Pole's Participation Agreement "Public Employees' Retirement System" with the State of Alaska Department of Administration Dated January 1, 1981 (Pgs. 18-32)
- e. NPPD Request for Approval of Agreement for AXON Taser Use and Beta Testing (Pgs. 33- 38)
- f. NPPD Request to Purchase 3 Fleet Vehicles (Pgs. 39-40)

13. Council Comments

14. Adjournment

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 907-488-8583 or by sending an email to MDionne@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 907-488-8583 or email MDionne@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.

All NPCC meetings are held virtually. If you would like to attend the meeting, please contact the Clerk's Office at 907-488-8583 or email at MDionne@northpolealaska.org for the link.

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



Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.

A regular meeting of the North Pole City Council was held on Monday, March 7, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, March 7, 2022, to order at 7:00 p.m.

Present:

Michael Welch – Mayor
Santa Claus - Mayor Pro Tem
DeJohn Cromer - Deputy Mayor Pro Tem
Aino Welch – Alternate Deputy Mayor Pro Tem
Anton Keller
David Skipps
Jeffrey Jacobson (sworn in during this meeting)

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Mayor Welch

APPROVAL OF AGENDA

Mr. Claus *moved* to approve the agenda of March 7, 2022

Seconded *by* Ms. Welch

Mr. Claus *moved* to amend the agenda of March 7, 2022 to consent the following items:

Old Business:

- a. Ordinance 22-04, An Ordinance of the City of North Pole to Fund Preliminary Investigations and Design for the Replacement of Steel Water Mains
- b. Ordinance 22-05, An Ordinance of the City of North Pole to Fund Updating the North Pole Utility Water and Sewer Standards of Construction

New Business:

- a. Ordinance 22-07, An Ordinance of the City of North Pole to Amend the 2022 Operating Budget to Award the 2022 Snow Hauling Bid.
- b. Request to Purchase a 2022 Wheeled Coach Ambulance from Rocky Mountain Emergency

Vehicles.

- c. Resolution 22-08, A Resolution of the City of North Pole in Support of Alaska Industrial Development Export Authority (AIDEA) to Identify Lands for Development.

Seconded by Ms. Welch

On the amendments

DISCUSSION

None

PASSED

Yes: 6 – A. Welch, Claus, Keller, Cromer, Skipps, Welch

No: 0

On the agenda as amended

DISCUSSION

None

PASSED

Yes: 6 – A. Welch, Claus, Keller, Cromer, Skipps, Welch

No: 0

APPROVAL OF MINUTES

Mr. Claus *moved* to approve the minutes from the 2/22/22 meeting

Seconded by Ms. Welch

DISCUSSION

None

PASSED

Yes: 6 – A. Welch, Claus, Keller, Cromer, Skipps, Welch

No: 0

COMMUNICATIONS FROM THE MAYOR

- Council Member Jeffrey Jacobson
 - Melissa Dionne, City Clerk, gave Mr. Jacobson his oath.
 - Mr. Jacobson thanked the Council and expressed his gratitude to come onboard.
- The Mayor talked about the party that the City had in Bill Butlers' honor. Former Mayor's Isaacson and Jacobson were there, and Mayor Ward came a little later.
- We did have our number one candidate, Robert Rouse, to replace Mr. Butler as the Director of City Services with us last week as well. He spent some time with the public works employees and took a tour of the city facilities. The Mayor had given Mr. Rouse had until Friday, March 4 to decide if he was going to accept the position. Mr. Rouse ended up declining it stating that he didn't feel like it would be a good fit.
- The Mayor spent Saturday morning at KJNP, along with a few other local politicians, from 8-10am.
- Later the same day he was on with the Alaska State Legislative Finance Committee. He talked to them

about PERS, which the City spends approximately 11% of its budget on. He also spoke to them about capitalizing the Community Assistance program and fully funding it this year. He said that many of the other communities that were there all spoke towards needing the same things.

- He will be meeting at Pagoda with 3 Star General Jacobson in a few days to talk about the housing need from Eielson.
- Mayor Welch told the Council that we had hired an HR Generalist and that she will be starting on Monday, March 21st. He hopes she will be a big asset to the admin staff, providing support to the mayor and other staff.
- Mayor Welch told the Council that he will be working with Ampersand in the next few weeks regarding the security breach from October 2021 and the new contract for the next year.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Mr. Claus asked about adding the Zoom link for the Council meetings onto the website.

The mayor and the city clerk agreed to investigate that.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- New addition has not had a water backup since weather has warmed up.
- New Gym equipment is in and being used.
- Tearing down the wrecked patrol car getting ready for auction.
- Stats – Traffic enforcement is down, and he is addressing this with patrol.
- The new recruit is in his final week of FTO – ready to go on his own.
- No new applicants in the final phases of hiring. Expected more traffic after raises. Video production has been extended to get more summer videos.

The Mayor ask Chief Dutra to let him know how his meeting with Ampersand goes.

Fire Department, Chief Heineken

- Chief Heineken was with us tonight from the Hotel Captain Cook at the Alaska Fire Chiefs Association Leadership Summit. This is the first time they have been able meet in 2 years. This year it had to be changed from Juneau to Anchorage. He said that after a great day of meetings that he is looking forward to the rest of the week.
- He was pleased to announce that the Operations Training Officer position has been accepted by Todd Chambers. Mr Chambers started his fire fighting career here at North Pole back in the 90's and has been the fire chief for the City of Fairbanks. He has a ton of experience and is a welcomed addition to NPFD.

Mayor Welch asked the Chief to talk about the PERS change that we are going to make for the hiring of Mr. Chambers.

- Chief Heineken said that we will be bringing Mr. Chamber's on as a temporary employee until we can work out the PERS issue. Mr. Chambers has already had a full career with PERS and retired from that system. He does not want to start that again. So Chief Heineken will be writing a resolution to amend the PERS agreement for such exceptions.

Mayor Welch spoke to the Chief about the personnel review board that they have coming up March 22 at 5:30. The mayor is putting together a panel, it will include Chief Dutra, a citizen that has already agreed and now he needs a council member to be there as well. He asked the Council to let him know if they were available.

Finance, Tricia Fogarty

- Ms. Fogarty gave an update on the Tyler conversion. The utility billing module will be going live at the end of the end of the month. Again, they will be running the numbers in both systems for this time. Assuming they are fine, all future billings will be completed only in Tyler. The utility clerk spent 4 afternoons last week training and feels confident with it.
- Ms. Fogarty also said they will be training on the cashiering module next week. They need that module to go live at the same time as the utility one, as they work together.
- Ms. Fogarty apologized to the council that their pay this next time will not include the workshops that the city had in February. They will be on the following paychecks.

Mr. Jacobson asked about paperwork that he needs to be complete with the city as a new council member.

- Ms. Fogarty said that she would send the paperwork to him.

The Mayor asked Mr. Jacobson and the rest of the council about their APOC paperwork that is due by March 15th. He also told Mr. Jacobson to email Melanie Swanson about business cards.

Borough Representative

- Ms. Welch shared that there was a borough meeting on the 24th of February. There was a lot of comments on the Resolution 2022-06, requesting the Army Corps of Engineers to extend the time for public comments and to hold for a public hearing for the Mancho Project. They want to put a road through some wetlands that was pretty far out, and she didn't feel like it had much bearing on the borough. The resolution passed.
- She said that Mayor Ward spoke about COVID and the impact it is still having on buses and lifeguards.
- Ms. Welch also let everyone know that the shooting range at the end of Cushman will be closed till the end of the summer to add upgrades and bathrooms.
- The borough will be having budget workshops that will be available to the public.
- It is music in our schools' month and Ms. Welch shared with everyone that there are lots of spring break activities that will be happening an to check the school district website.
- The borough created a new code enforcement position that passed.
- The Capital Improvement list passed as well. The list should be available online soon.

City Clerk's Office, Melissa Dionne

- Ms. Dionne is just back vacation. She apologized that the council packet was a little incomplete this time around. She did send a completed packet to everyone before the meeting.
- Ms. Dionne shared that Chief Dutra sent her the details for an upcoming training in Wasilla this summer, it is a media and public relations training. She will be looking into attending that.

- She said that she has a training happening next week on Thursday and Friday.

The Mayor asked Ms. Dionne for an update on her education credits towards her municipal clerk certification.

- Ms. Dionne said that she has been doing quite a few little trainings and has the academy coming up in June.

ON GOING PROJECTS

- None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)

- None

OLD BUSINESS

- d. Ordinance 22-06, An Ordinance of the City of North Pole to Fund Preliminary Assessment and Design for the Remodel of the Old Water Treatment Plant as Office Space for the City Services Departments

On Ordinance 22-06

Mr. Claus *moved* to introduce 22-06

Seconded by Mr. Jacobson

DISCUSSION

None

PASSED

No: 7 – A. Welch, Claus, Keller, Cromer, Skipps, Jacobson, Welch

NEW BUSINESS

- None

COUNCIL COMMENTS

- Mr. Jacobson thanked everyone for a great and quick meeting and said he is looking forward to working with everyone.
- Mr. Keller said that he was excited to start seeing and feeling the sun again after a long winter.
- Mr. Claus welcomed Mr. Jacobson and told everyone to drive safe.
- Ms. Welch welcomed Mr. Jacobson as well and said she looked forward to the expertise that he brings with him. She cautioned everyone to be safe on the roads and to remember that there are other people on the roads.
- Mr. Cromer welcomed Mr. Jacobson and said that he has picked up his laptop from City Hall
- Mayor Welch also gave a shout out to Mr. Jacobson and said that he will be a good resource for some of the past things that have happened in the city. He talked about the record-breaking snowfall that the Interior has had so far and reminded everyone that there could be more snow coming. We have exceeded the average snowfall by over 2 feet so far. He also shared that the military is lifting their mask mandates,

with masks only needing to be worn in childcare facilities and clinics/hospitals or when you are working closely with someone who is health compromised. Mayor Welch talked a bit about the contaminated dirt that covers EAFB. The Air Force received \$44 million dollars to remove 20% of the topsoil at Eielson.

Ms. Welch *moved* to adjourn

Seconded *by* Mr. Claus

The regular meeting of Tuesday, March 7, 2022 adjourned at 8:02 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, March 7, 2022.

ATTEST:

Melissa Dionne, City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Andrea Chara Kirya is a senior at North Pole High School and is the daughter of Joyce & Andrew Kirya.

WHEREAS, Andrea is a manager for the track team and was involved in North Pole High Schools' Production of Beauty and the Beast.

WHEREAS, Andrea spends her time as a Church Tech and Children's Ministry volunteer, tutoring a friend who was challenged by Algebra and is a mentor for next year's incoming freshman class.

WHEREAS, Andrea has been an Academic Excellence Award winner for the last three years and is also a member of the National Honors Society.

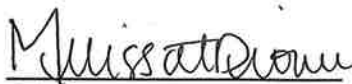
WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Andrea Kirya the:

*North Pole City Council
High School Student of the Month
For March 2022.*


Mayor, City of North Pole, Alaska

ATTEST:


Melissa Dionne
City Clerk

ORDINANCE NO. 22-07

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
2022 OPERATING BUDGET TO AWARD THE 2022 SNOW
HAULING BID**

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

WHEREAS, the City of North Pole experienced a severe winter snowstorm in the
last week of December 2021, which saw more than 2 feet of snow dropped on
our community, which has resulted in a grand total of more than 90 inches of
accumulation; and

WHEREAS, the combined efforts of the Public Works Department of the City of
North Pole with the Alaska State Department of Transportation have moved as
much snow from our primary and municipal roads, yet have no more room to
displace the near record accumulation; and

WHEREAS, the 90-day outlook from the National Climatic Prediction Center for
the months of March, April and May show a greater likelihood of more snow and
warmer temperatures in our region, which will compound the problem into
serious flooding this spring; and

WHEREAS, the Director of City Services calculated that there is 105,000 cubic
yards of snow and ice that must be removed from our roads and low-lying
neighborhoods to avoid serious flooding this spring, and thus sent out for a
competitive bid that closed on February 25, 2022, at 2:00 p.m.; and

30 **WHEREAS**, of the 6 bids received, **HC Contractors** was the lowest bidder at
31 **\$6.00** per cubic yard, which totals **\$630,000, which was not budgeted for in**
32 **the 2022** budget for the City of North Pole (see attached fiscal note); and

33 **WHEREAS**, HC Contractor has serious concerns about warm weather will cause
34 excessive snow melt and the softening of roadway shoulders, and that the
35 equipment that needs to be used to complete this work is heavy equipment that
36 could cause damage to soft shoulders, and without the use of this equipment it
37 would be detrimental to their planned method - which is the safest process to
38 the public and residences.

39
40 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole:

41
42 **Section 1.** This ordinance is of a general and permanent nature and shall not
43 be codified.

44
45 **Section 2.** The snow removal contract is awarded to HC Contractors in the
46 amount of \$630,000 for the removal of 105,000 cubic tons of snow from the City
47 of North Pole.

48
49 **Section 3. Effective Date.** This ordinance shall become effective at signing.

50
51 ADOPTED THE DAY OF March 2022.

52
53
54
55
56 ATTEST:

57
58
59 _____
60 Melissa Dionne
61 City Clerk

Mayor: Michael W. Welch

PASSED

Yes:

No:

Absent:



City of North Pole, Alaska
Fiscal Note
Year: 2022
Ordinance: 22-07

Originator/Sponsor: Mayor Welch

Date: March 7, 2022

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Fund Balance	01-3-9000	630,000.00	
General Fund	Transfer In	01-39-9980		630,000.00
General Fund	Transfer In	01-39-9980	630,000.00	
General Fund	Snow Removal	01-58-2-2400		630000.00

Prepared By: Tricia Fogarty

Date: March 7, 2022

Finance Approval: Tricia Fogarty Date March 7, 2022

Bid date: February 25, 2022
 Time: 2:00 PM
 Place: North Pole City Hall

City of North Pole
 Invitation to Bid
 Snow Hauling 2022

RANKING (by cost)	COMPANY NAME	Bid Form/Cost Cubic Yard		AK Business License	Traffic Control
1	HC Contractors		\$6.00/yard ³	X	X
2	Hubbard Excavation		\$7.20/yard ³	X	X
3	Hawks Enterprises		\$8.81/yard ³	X	X
4	Great Northwest		\$9.00/yard ³	X	X
5	Grouondhogs		\$10.22/yard ³	X	X
6	Better Way		\$11.90/yard ³	X	X

**CITY OF NORTH POLE
ORDINANCE NO. 22-08**

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
2022 GENERAL OPERATING BUDGET TO EXPEND THE FINAL
ENCUMBERED COVID-19 GRANT FUNDS**

WHEREAS, changes to the North Pole Municipal Code are a continually changing requirement; The remaining \$68,965.78 of COVID-19 grant funds are encumbered to be expended on the North Pole Police Department building addition; and,

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

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

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

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

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

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

33 Section 2. Effective Date. This ordinance shall become effective immediately
34 upon passage.

35
36 ADOPTED THE ____ DAY OF APRIL 2022.

Mayor: Michael W. Welch

41
42 ATTEST:

43
44 _____
45 Melissa Dionne
46 City Clerk
47

PASSED Yes: No: Absent:



City of North Pole, Alaska
Fiscal Note Year: 2022
Ordinance: 22-08

Originator/Sponsor: Mayor Welch

Date: March 11, 2022

Does the Ordinance or Resolution have a fiscal impact? **Yes**

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	COVID-19 Expenses	01-51-9-9190	68,965.78	
General Fund	COVID-19 Prepaid/Encumbered	01-1-4019		68,965.78

Prepared By: Tricia Fogarty **Date:** March 11, 2022

Finance Approval: Tricia Fogarty **Date** March 11, 2022

**CITY OF NORTH POLE
RESOLUTION 22-09**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS
AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS**

WHEREAS, in order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

WHEREAS, there is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

WHEREAS, it is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

Michael W. Welch

Melissa Dionne

Anton Keller

Santa Claus

David A. Skipps Sr.

DeJohn Cromer

Jeffrey Jacobson

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 15th day of March 2022.

Michael W. Welch, Mayor

ATTEST:

Melissa Dionne, City Clerk

PASSED
Yes:
No:
Absent:

**CITY OF NORTH POLE
RESOLUTION 22-10**

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CITY OF NORTH POLE'S
PARTICIPATION AGREEMENT "PUBLIC EMPLOYEES' RETIREMENT SYSTEM"
WITH THE STATE OF ALASKA DEPARTMENT OF ADMINISTRATION DATED
JANUARY 1, 1981**

WHEREAS, the City of North Pole entered into a Participation Agreement with the State of Alaska Department of Administration for Public Employee' Retirement System; and

WHEREAS, it is deemed in the best interests of the City to institute an exemption for Assistant Fire Chiefs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Pole that Section A (2) & (3) of the Public Employees' Retirement System Participation Agreement between the City of North Pole and the State of Alaska Department of Administration be amended to read as follows:

(2) All permanent full-time employees (those whose positions normally require 30 or more hours of work each week) will participate in the PERS except for those employees in the following departments, groups or other classification as designated by the Political Subdivision:

All Seasonal Employees, All Assistant Fire Chiefs

(3) All permanent part-time employees (those employees whose positions normally require 15 or more but less than 30 hours of work each week) will participate in the PERS, except for those employees in the following departments, groups or other classifications as designated by the Political Subdivision:

All Seasonal Employees

BE IT FURTHER RESOLVED BY THE City Council of the City of North Pole that Mayor Michael W. Welch and City Clerk Melissa Dionne are hereby authorized to execute this resolution;

FURTHER, that Mayor Michael W. Welch and City Clerk Melissa Dionne are authorized to execute any further documentation for amendment to the aforementioned Participation Agreement.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the
City of North Pole, Alaska this 15th day of March 2022.

Michael W. Welch, Mayor

ATTEST:

Melissa Dionne, City Clerk

PASSED Yes: No: Absent:



North Pole Fire Department

125 Snowman Lane - North Pole, Alaska 99705

Phone: 907.488.2232 Fax: 907.488.3747

March 1, 2022

Mayor Welch,

The fire department would like to create a new position classification titled Assistant Fire Chief, this is a classification of employee the City of North Pole has not previously used or employed. Within the fire service, Assistant Chiefs are utilized to oversee specific aspects of the fire department. For example, Chief of Training, Chief of Prevention and Fire Marshals are examples normally classified as Assistants to the Fire Chief.

The Fire Department has found the need to hire a Chief of Training and has just hired Retired Fire Chief Tod Chambers as a temporary part time employee to develop this position for our fire department. These positions require highly trained and highly experienced individuals, retired Chief Chambers is a great example of the caliber of individual needed in the resulting full time positions.

To allow the greatest quality of candidates to apply for these positions the fire department is recommending the City of North Pole amend its PERS participation agreement with the state of Alaska. North Pole last made a similar amendment to the participation agreement back in 2008. I have spoken to our PERS regional counselor Natasha Golovatiuk who confirmed the City of North Pole could make this small amendment to the agreement. The next step in make such amendment is to have the North Pole City Council make a resolution authorizing the amendment. I have drafted the needed resolution and will attach a copy with this letter.

I appreciate your support for the fire department and look forward to working with you and the Council to create this highly needed position classification within the fire department.

Respectfully,

Chad Heineken

Fire Chief

North Pole Fire Department

907-488-2232

cheineken@northpolefire.org

State of Alaska
Department of Administration
Pouch CR, Juneau, Alaska 99811

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

PARTICIPATION AGREEMENT

Effective: January 1, 1981

Agreement between the State of Alaska (hereafter referred to as the State) and the City of North Pole (hereafter referred to as the Political Subdivision) relating to participation by the Political Subdivision in the Public Employees' Retirement System of Alaska (hereafter referred to as the PERS); witnesseth:

that

WHEREAS, the laws of the State provide for a PERS in AS 39.35 and further provide for participation by Political Subdivisions in AS 39.35.550-650, and

WHEREAS, the Political Subdivision has adopted a resolution authorizing participation in the PERS and

NOW, therefore, in consideration of the mutual agreements, covenants and provisions herein contained, the parties make the following agreements:

A. The Political Subdivision agrees for its part as follows:

- (1) The Political Subdivision agrees to begin participation in the PERS with the payment of employer contributions and withholding of employee contributions to commence with wages earned in the first full pay period following January 1, 1981.

(2) The Political Subdivision agrees that (optional):

(CL)
initial
here

All permanent full-time employees (those whose positions normally require 30 or more hours of work each week) will participate in the PERS except for those employees in the following departments, groups or other classifications as designated by the Political Subdivision: _____

no exclusions

(3) The Political Subdivision agrees that (optional):

(CL)
initial
here

All permanent part-time employees (those employees whose positions normally require 15 or more but less than 30 hours of work each week) will participate in the PERS, except for those employees in the following departments, groups or other classifications as designated by the Political Subdivision: _____

No exclusions

(4) The Political Subdivision agrees that salaried elected public officials will participate in the PERS as provided in the terms of AS 39.35.125.

(5) The Political Subdivision agrees that employees specifically prohibited by statute will not be allowed to participate in the PERS.

(6) The Political Subdivision agrees (optional):

()
initial
here

To recognize all current active employees' past service with the Political Subdivision.

()
initial
here

To recognize all current active employees' past service up a maximum of _____ year(s) with the Political Subdivision.

(*BC*)
initial
here

That past service for current active employees of the Political Subdivision will not be recognized.

()
initial
here

That past service for former employees will not be recognized upon re-employment.

()
initial
here

-That former employees will be required to render a total of _____ years of service with the Political Subdivision after the effective date of this Participation Agreement before prior past service will be recognized.

(7) The Political Subdivision agrees to make contributions to the PERS as required under AS 39.35.250 at the rates adopted by the PERS Board under AS 39.35.040.

- (8) The Political Subdivision agrees to transmit employer's and employees' contributions to the PERS by the 10th day following the close of each payroll period of the Political Subdivision.
- (9) The Political Subdivision agrees to furnish the PERS with accurate employee data necessary for the proper and effective administration of the PERS on the forms and within the time frames prescribed by the PERS.
- (10) The Political Subdivision agrees to comply with the requirements of the statutes and regulations pertaining to the PERS. It agrees to notify employees and to make these statutes and regulations and all changes thereto available to employees. It agrees that eligible employees are bound by these statutes and regulations, and by the terms of this agreement.
- (11) The Political Subdivision agrees that it cannot terminate this agreement except by written notice accompanied by a resolution adopted by the governing body of the Political Subdivision submitted to the PERS Administrator at least 90 days before the date on which the Political Subdivision wishes to terminate. Upon termination, distribution of employees' and employer's contributions will be made in accordance with the relevant statutory provisions, including AS 39.35.620-650 and the required actuarial valuation.

B. The PERS agrees for its part as follows:

- (1) The Political Subdivision departments, groups, and classifications of employees legally designated above are included in the PERS and are entitled to all rights, benefits, and privileges afforded "employees" as that term is used in the

PERS and are subject to all conditions, duties, and liabilities imposed upon "employees".

(2) The contributions received by the PERS from the Political Subdivision will be added to and will become part of the PERS Fund.

(3) The administrator will not unilaterally terminate participation in the PERS except for violation of the provisions of this agreement by the Political Subdivision or unless authorized or directed to do so by law. If termination is for violation of the provisions of this agreement then the Political Subdivision will first be given reasonable time to resolve or correct the violation. Written notice of a termination will be given to a Political Subdivision at least 90 days prior to the termination date, unless otherwise precluded by statute.

(C) The parties mutually agree as follows:

(1) Any reference in this agreement to any statutory provisions or to any regulations shall include any amendments, additions, or deletions, both express and implied which may be enacted or implemented.

(2) This agreement shall continue in effect until at least one of the following events occurs:

(a) The Political Subdivision unilaterally terminates the agreement by giving written notice 90 days prior to the effective date of termination.

(b) The parties mutually agree to terminate the agreement.

(c) The State unilaterally terminates the agreement because of violation of a provision of this agreement or because of statutory direction or authorization, whereupon written notice will be given.

All correspondence and notices to the Political subdivision shall be directed to: Pamela Daniell, City Clerk

City of North Pole, P.O. Box 5109, North Pole, Alaska 99705

Approved by Political Subdivision:



Sept. 9, 1980

Signature of Authorized Representative

Date

All correspondence and notices to the State shall be directed to:

'Public Employees' Retirement System
Pouch CR
Juneau, Alaska 99811

Approved by State of Alaska, on behalf of the Public Employees' Retirement System:



9/16/80

Public Employees' Retirement System
Administrator

Date

P.O. BOX 5109
NORTH POLE, ALASKA
99705



TOP OF THE WORLD
PHONE: 488-2281
AT YOUR SERVICE

CERTIFICATION OF RESOLUTION 80-8

I, Pamela Daniell, the duly appointed and qualified city clerk of the city of North Pole, do hereby certify that the attached resolution 80-8, adopted at the City Council meeting of the City of North Pole held on August 4, 1980, is a true and correct copy of the original Resolution adopted at said meeting and on file and of record.

In TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City this 13th day of August, 1980.

Pamela Daniell
Pamela S. Daniell
City Clerk

ATTEST:

John C. Fischer
John C. Fischer,
Administrative Assistant

RECEIVED

AUG 18 1980

DIVISION OF RETIREMENT

RESOLUTION 80-8

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE CITY OF NORTH POLE OF NORTH POLE, ALASKA AND ITS EMPLOYEES AND OFFICIALS IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF ALASKA AND THE PAYMENT OF THE REQUIRED PREMIUMS, PURSUANT TO A.S. 39.35 E.T. SEQ.

WHEREAS, The City of North Pole wishes to increase the fringe benefits of its employees by adoption of a retirement system; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH POLE, ALASKA, THAT

1. Pursuant to A.S. 39.35.550 et.seq. the City Council of the City of North Pole hereby request permission to become a participating employer of the Public Employees' Retirement System of Alaska.
2. All regular full-time or part-time employees of the City of North Pole shall be participating members of the Public Employees' Retirement System of Alaska.
3. The City of North Pole further requests that participation in the Public Employees' Retirement System of Alaska be made effective Jan. 1, 1981.
4. The Mayor of the City of North Pole is authorized and directed:
 - A. To take any and all steps necessary to enroll the City of North Pole and its employees and officers in the Public Employees' Retirement System.
 - B. To initiate a participation agreement between the City of North Pole and the State of Alaska; Department of Admin., PASSED, APPROVED AND ADOPTED BY THE City of North Pole of North Pole, Alaska THIS 4th DAY OF August 1980.


MAYOR CARLETA LEWIS

ATTEST:


PAMELA S. DANIELS, City Clerk

RECEIVED

RECEIVED

APR 19 1984

DIV. OF RETIREMENT

RESOLUTION 84-3

A RESOLUTION AUTHORIZING AMENDMENT TO THE CITY OF NORTH POLE'S PARTICIPATION AGREEMENT "PUBLIC EMPLOYEES' RETIREMENT SYSTEM" WITH THE STATE OF ALASKA DEPARTMENT OF ADMINISTRATION DATED JANUARY 1, 1981.

WHEREAS, the City of North Pole entered into a Participation Agreement with the State of Alaska Department of Administration for Public Employees' Retirement System, and

WHEREAS, it is deemed in the best interests of the City to institute credit for past time served,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of North Pole that Section (6) of the Public Employees' Retirement System Participation Agreement between the City of North Pole and the State of Alaska Department of Administration be amended to read as follows:

(6) The political subdivision (City of North Pole) agrees to recognize all current active employees' past service up to a maximum of four years (January 1, 1977) with the political subdivision.

BE IT FURTHER RESOLVED by the City Council of the City of North Pole that Mayor Carleta Lewis and City Clerk Shelley Dugan are hereby authorized to execute this resolution; FURTHER, that Mayor Carleta Lewis and City Clerk Shelley Dugan are authorized to execute any further documentation for amendment to the aforementioned Participation Agreement.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole this 16th day of April, 1984.


MAYOR CARLETA LEWIS

ATTEST:

Amendment #2



Public Employees' Retirement System

Division of Retirement and Benefits

PO Box 110203

Juneau, Alaska 99811-0203

Phone: Juneau—(907) 465-4460, Anchorage—(907) 269-0333

FAX: (907) 465-3086 or TDD: (907) 465-2805

RECEIVED
DEC 22 2011
Dir. of Ret. & Benefits

AMENDMENT DOCUMENT FOR ELECTED OFFICIALS

Include

The **City of North Pole (191)** wishes to Amend their Participation Agreement with the Public Employees' Retirement System (PERS) to **include** elected officials as a classification participating in the retirement system.

Timmy J. Kay

Printed Name

Human Resource Manager

Title

Timmy J. Kay

Signature: (Chairman of the Board, Council, or Assembly)

12, 18, 00

Date

Jeffrey James Jacobson

Printed Name

Mayor

Title

Jeffrey J. Jacobson

Signature: (Mayor, Superintendent, or Manager)

12, 18, 00

Date

Exclude

The **City of North Pole (191)** no longer wishes to include elected officials in the PERS and chooses **not** to Amend their Participation Agreement to include elected officials at this time. We understand when elections are held in the future, elected officials will be removed (**exclude**) from the PERS, even if they are reelected in their current position. Newly elected officials will not be eligible for PERS membership.

Printed Name

Title

Signature: (Chairman of the Board, Council, or Assembly)

Date

Printed Name

Title

Signature: (Mayor, Superintendent, or Manager)

Date

STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION
Pouch CR, Juneau, AK. 99811

RECEIVED
APR 19 1984
DIV. OF RETIREMENT

PUBLIC EMPLOYEES' RETIREMENT SYSTEM
PARTICIPATION AGREEMENT AMENDMENT NO. 1


The Public Employees' Retirement System Participation Agreement entered into between the State of Alaska (hereafter referred to as the State) and the City of North Pole (hereafter referred to as the Political Subdivision) on January 1, 1981, and approved by the State on September 16, 1980, is amended by changing subparagraph (6) on page 3 to read as follows:

(6) The Political Subdivision agrees:

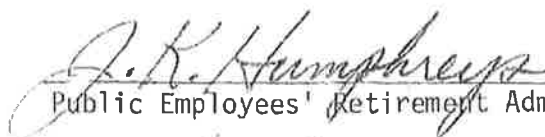

initial
here

To recognize all current active employees' past service up to a maximum of four years (January 1, 1977) with the political subdivision.

This amendment shall continue in effect for the duration of the original agreement cited above and can only be terminated as provided therein.


4-17-84
(Date)

Approved:


Public Employees' Retirement Administrator
4/26/84
(Date)

Div. of Ret. & Benefit

A RESOLUTION AUTHORIZING THE PARTICIPATION OF THE **ELECTED OFFICIALS** OF **City of North Pole (191)**, ALASKA AND ITS EMPLOYEES AND OFFICIALS IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF ALASKA AND THE PAYMENT OF THE REQUIRED PREMIUMS, PURSUANT TO AS 39.35 ET SEQ.

WHEREAS, the **City of North Pole (191)** wishes to increase the fringe benefits of its employees by adoption of a retirement system; and

NOW, THEREFORE, BE IT RESOLVED BY THE **GOVERNING BODY** OF THE **City of North Pole (191)** OF NORTH POLE, ALASKA, that

1. Pursuant to AS 39.35.550 et seq. the **GOVERNING BODY** of the **City of North Pole (191)** hereby request permission to allow inclusion of **ELECTED OFFICIALS** in the Public Employees' Retirement System of Alaska.
2. The **City of North Pole (191)** further requests that inclusion of **ELECTED OFFICIALS** in the Public Employees' Retirement System of Alaska be made effective August 20, 2000.
3. The representative of the **City of North Pole (191)** is authorized and directed:
 - a. To take any and all steps necessary to enroll the **ELECTED OFFICIALS** in the Public Employees' Retirement System.
 - b. To initiate a Participation Agreement Amendment between the **City of North Pole (191)**,

and the State of Alaska, Department of Administration PASSED, APPROVED, AND ADOPTED BY THE **City of North Pole (191)** OF North Pole, ALASKA THIS 18th day of December, 2000.

ATTESTED: Jeffrey James Jacobson

Printed Name



Signature

Mayor

Title

December 18, 2000

Date

ATTESTED: Jimmy J. Kay

Printed Name



Signature

City Clerk

Title

December 18, 2000

Date



North Pole Police Department

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



January 15, 2019

Dear Honorable Mayor Welch and
Council members

I am writing this request to get the council to approve the use of a free trial agreement for a AXON taser to be used and beta tested for possible use by patrol.

Zane has reviewed the contract and had the same concerned I did with allowing access to our data and with is not going to happen with the products were are using. All our data is our data.

We are seeking to bring 1 device on board for training purposes to see if we like the new system before we discuss but addition tasers.

This will be a 30 day trial period.

Thanks Chief Dutra



Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by Agency.¹ The Trial Period is 30 days unless extended by Axon.

1. Trial Kit. The Trial Kit may include the following:

Qty. _____	74016 – Axon Body 2 T&E Kit
Qty. _____	70042 – Axon Body 2 Dock, Single Camera Bay
Qty. _____	70043 – Axon Body 2 Dock, 6-Camera Bay
Qty. _____	73210 – Axon Body 3 T&E Kit
Qty. _____	74213 – Axon Body 3 – 1 Bay Dock, T&E
Qty. _____	74212 – Axon Body 3 – 8 Bay Dock, T&E
Qty. _____	11530 – Axon Flex 2 T&E Kit
Qty. _____	11541 – Axon Flex 2 Single-Bay Dock
Qty. _____	11542 – Axon Flex 2 Six-Bay Dock
Qty. _____	20025 – TASER 7 CEW
Qty. _____	20026 – TASER 7 Dock
Qty. _____	80088 – TASER 7 T&E Target
Qty. _____	11007 – X26P CEW T&E Kit
Qty. _____	22004 – X2 CEW T&E Kit
Qty. _____	71089 – Axon Fleet 2 Kit
Qty. _____	11524 – Axon Signal
Qty. _____	11559 – T&E, PPM, Signal
Qty. _____	71043 – Axon Signal Sidearm
Qty. _____	Axon Evidence (Evidence.com)
Qty. _____	Fleet in a Box
Qty. _____	Trial – Axon Redaction Assistant
Qty. _____	Trial – Axon Performance
Qty. _____	Trial – Axon Auto-Tagging
Qty. _____	Trial – Axon Citizen for Communities
Qty. _____	Trial – Axon Respond Device License +
Qty. _____	Trial – Axon Air License
Qty. _____	20209 – TASER 7 CQ T&E Handle Kit
Qty. _____	50031 – T&E – Axon Interview Mobile Kit
Qty. _____	20269 – VR Empathy Development Training T&E Kit
Qty. _____	Trial – Axon Auto-Transcribe
Qty. _____	Trial – Third Party Video Support

Axon may limit the number of Trial Kits Agency receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal.

2. Agency Obligations. Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period. For Trial Kits that contain a conducted energy weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request by Axon, Agency agrees to cooperate and participate in a case study involving the Trial Kit and Agency's use of the Trial Kit. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Agency's trial includes Axon Fleet, and Agency is using wireless offload, then Agency is responsible for providing either a cellular SIM card or wireless network at Agency. For use of Axon Performance, Axon may need to access and store Agency's call for service records.

3. Return of Product. Agency agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the Trial Period, Axon will invoice Agency the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping. Agency will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Agency if there is damage beyond normal wear and tear.

Before Agency returns the Trial Kit, it is Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Agency will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. Within 30 days of the Trial Period ending, Agency may request Axon make available to Agency for download Agency data that Agency uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit. Agency will not directly or indirectly cause any proprietary rights to be violated.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement. This Agreement, including the attached Axon Evidence Terms of Use Appendix, Axon Auto-Tagging Appendix, Axon Respond Appendix, and Axon Auto-Transcribe Appendix (to the extent such appendices are applicable), contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of _____, 202__

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____ E-mail: _____

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc. AXON, Axon, Axon Evidence, Axon Flex, Fleet, X2, X26, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.

Title: General Field Trial Agreement for All Products (30 Days)

Department: Legal

Version: 14.0

Release Date: 12/8/2020



Field Trial Agreement

Axon Evidence (Evidence.com) Terms of Use Appendix

- 1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within a Customer's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"Axon Devices" means physical devices from Axon, including TASER Smart Weapons and Cartridges, Axon Docks, Axon Cameras, and Axon Signal.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Products and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 2 **Access Rights.** Agency will have access and use of Axon Evidence for the storage and management of Agency Content during the Trial Period.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Data Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 7 **Suspension of Axon Evidence Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Axon Evidence Services (i) poses a security risk to the Axon Evidence Services or any third party, (ii) may adversely impact the Axon Evidence Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Axon Evidence as a result of a suspension, except as specified elsewhere in this Agreement.
- 8 **License Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 8.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 8.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 8.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 8.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 8.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 8.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 8.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Field Trial Agreement

Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 2.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 2.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 2.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 2.4. Provide all Infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 2.5. Promptly install and implement any and all software updates provided by Axon;
 - 2.6. Ensure that all appropriate data backups are performed;
 - 2.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 2.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 2.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 2.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 3 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Field Trial Agreement

Axon Respond Appendix

- 1 **Scope of Axon Aware.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs. In the event Agency does not stop using Axon Respond at the end of the Trial Period, Axon may charge Agency for continued use.
- 2 **LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 3 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.



Field Trial Agreement

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services license, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe.

Axon Auto-Transcribe minutes expire one year after being granted.

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the amounts allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding purchased amounts.
- 3) **Axon Auto-Transcribe On Demand.** Upon Axon granting Agency an On Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant accuracy of Axon Auto-Transcribe.



North Pole Police Department

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



March 8, 2019

Dear Honorable Mayor Welch and
Council members

I am writing this request to get the council to approve the purchase of three police cars from Dana Safety. We were surprised to see the costs of vehicles this year to be so competitive. Three sources were selected with different brands. See attached copy of comparisons.

We would like to stay consistent with our fleet vehicles to be Dodges and built through Dana Safety. The Chevy Tahoe may be slightly more car, but it is a V8 Vehicle and would costs more over time to operate.

Each Durango is \$36,402.35 plus shipping at \$40,202.00. whereas the Tahoe is \$40,324. The Explorer is a smaller interior and less room.

We have sufficient funding to get three cars and outfit them and have them shipped.

Thanks

Chief Dutra



Memo



To: Chief Dutra
From: Lt. Lindhag
cc:
Date: March 1, 2022
Re: New Vehicle Purchase Comparison

Chief Dutra,

Below is the cost break down for (3) Dodge Durango, Ford Explorer, and Chevy Tahoe Police Vehicles.

**DODGE DURANGO POLICE V6
POLICE PACKAGE**

TOTAL COST: \$36,402.35 per vehicle X3 = \$109,207.05

**FORD EXPLORER POLICE V6
POLICE PACKAGE**

TOTAL COST: \$37,898.00 per vehicle X3 = \$113,694.00

**CHEVY TAHOE POLICE V8
POLICE PACKAGE**

TOTAL COST: \$40,324.00 per vehicle X3 = \$120,972.00

Costs for emergency equipment, installation, and shipping.

DODGE DURANGO TOTAL COST: \$14,268.00 per vehicle X3 = \$42,804.00
Shipping \$3,800.00 total: \$11,400.00

FORD EXPLORER TOTAL COST: \$16,000.00 per vehicle X3 = \$48,000.00

CHEVY TAHOE TOTAL COST: \$16,499.00 per vehicle X3 = \$49,497.00

Shipping costs unknown for Explorer and Tahoe, state bid does not specify