



CITY OF NORTH POLE
Regular Meeting
May 2, 2022
Via Zoom
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, May 2, 2022
Benefits Workshop - RISQ Consulting: 5:30-6:30 PM
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 04/18/2022 (Pgs. 3-10)
6. Communications from the Mayor
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 22-09, An Ordinance of the City of North Pole Amending the Personnel System Code (Pgs. 11-26)
- b. Ordinance 22-10, An Ordinance of the City of North Pole Amending the Leave Policy and Pay Scale for City of North Pole Employees (Pgs. 27-34)
- c. Ordinance 22-11, An Ordinance of the City of North Pole to Amend Title 4, Chapter 4, Purchasing (Pgs. 35-36)

12. New Business:

- a. Resolution 22-12 A Resolution of the North Pole City Council to Establish the Rate of Tax Levy for 2022 Real Property Taxes of the City of North Pole (Pg. 37)
- b. NPPD Request for Approval of Proposal for the Chena Law Enforcement Services (Pgs. 38-92)

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. We are live streaming to the City of North Poles' Facebook page and the recording will be available the next day on the City of North Poles' YouTube channel.

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, April 18, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, April 18, 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
Jeffrey Jacobson
David Skipps

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Anton Keller

APPROVAL OF AGENDA

Mr. Claus *moved to* approve the agenda of April 18, 2022

Seconded *by* Mr. Jacobson

Mr. Claus *moved to* amend the agenda of April 18, 2022 to consent the following items:

New Business:

- a. Ordinance 22-09, An Ordinance of the City of North Pole Amending the Personnel System Code
- b. Ordinance 22-10, An Ordinance of the City of North Pole Amending the Leave Policy and Pay Scale for City of North Pole Employees
- c. Ordinance 22-11, An Ordinance of the City of North Pole to Amend Title 4, Chapter 4, Purchasing
- d. Resolution 22-11, A Resolution of the North Pole City Council Designating City Officials' Authorization to Sign on City of North Pole Accounts
- e. NPPD Request for Approval of Grant Award to Long Technologies

Seconded *by* Ms. Welch

On the amendments

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch

No: 0

Absent: 0

On the agenda as amended

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. Claus *moved* to approve the minutes from the 4/4/22 meeting

Seconded by Mr. Jacobson

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- The Mayor read the proclamation to the Student of the Month, Kylie Lambries, and talked to her and her family for a minute.
- The Mayor shared that he had a hectic schedule last week. He was in Anchorage most of last week with Brent Sheets (UAF). They were there talking infrastructure at the Dena'ina Center. The workshop was hosted by Senator Murkowski, Governor Dunleavy, and the Municipal League. During day 1 they talked general obligation bonds, grants, and funding sources available to us. There was over 1000 people at the event, standing room only as they ran out of room. On day 2, there were less people, but still over 600. In the morning he attended talks about water and sewer for the Interior Region. In the afternoon he went to workforce development. While he was there, he got to meet one of the undersecretaries of the Department of Energy, Kate Gordan. He hopes that he will be able to go to Washington DC in June and meet with her to talk about the energy project he has been working on.
- He has been getting a lot of calls about business and homes flooding now that the snow is melting. He has been working with Cody Lougee and HC. He also talked to DOT also to get the culvert that is by Pagoda

cleaned out.

- HC finished the snow removal project this last Saturday before 1:00pm. He feels like we removed a lot of snow, but at this time it is hard to tell if it will be enough. He said the amount of snow actually removed is much less than we estimated, about 70,000 cubic yards equaling about \$420,000.
- The last 2 F-35s arrived this last week at EAFB, all 54 are here now.
- Mayor Welch let everyone know that he and Ms. Glab interviewed 3 more people for the Director of City Services position. There will be a second level interview on Thursday for the top candidate here at City Hall. There is also another strong candidate as well.
- He reminded the Council that on Friday, May 13th, they are having the celebration for the completion of the 354th Wing at EAFB.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Stats were sent to the Council and department heads before the meeting – as you can see increase in activity. Appears a lot of officers on training, military leave, road conditions slowed traffic. Significant drop in larceny.
- We are in full planning mode for May 13th Police Memorial Day, it will start at 11am.
- Drug Take back is April 30th between 10-2pm please spread the word.
- AACOP (Alaska Association of Chiefs of Police) Board of Directors has sent letter supporting our Interior Training Facility. This went to the Governor and legislators.
- He has been working on the Chena Lakes contract and hopes that it will be available at the next Council meeting, putting the contract start date at 5/2.
- They had a small car fire in the garage last week. The officers responding quickly to the fire, it was caused by faulty wiring and burned a hole in the bumper.
- The garage door replacement in the new edition will be starting next week. The wrong door was installed originally so it is being corrected.

The Mayor asked for an update on the sewer lines that Stanton installed in the new edition causing a lot of issues.

- Chief Dutra told him that the design of the sewer lines was changed based on an agreement with someone who was not qualified to make that change.

The Mayor let everyone know based on the issues that the police station had with this the building codes have been updated so that this issue doesn't happen again with anyone in the city.

Fire Department, Chief Heineken

- Friday afternoon the fire department was called out to a structure fire at the corner of Tanana Drive and Kenai way. On arrival fire was found throughout the attic space of the building. Two occupants had evacuated the structure along with their dogs. The roof system was a hip style construction making

access to the fire difficult. Crews entered the building and removed areas of the dry wall ceiling to gain access to the fire. The building suffered significant damage due to fire, smoke, and water. Red Cross was contacted and provided the family with immediate assistance. Our mutual aid partners North Star VFD, Eielson FD and Ft Wainwright FD responded to this fire as well.

- The new fire engine is finally entering the construction process at the Pierce factory in Appleton Wisconsin. I had previously sent a link to a documentary about this factory, if you did not view this previously, I can forward you the link if you would like. The apparatus is scheduled for completion in December, the manufacture has experienced some delays due to product shortages, but they do not predict our apparatus will have any significant delays.
- Last month we had a firefighter position become vacant after the resignation of Firefighter Justin Reardon. We were able to use our current hiring list to make an offer to Jared Snodgrass. Jared has completed all of the conditions of hire and will be starting his first shift with North Pole Fire Department on Monday April 25th.
- Chief Heineken also gave a big thank you to Chief Dutra for all his hard work in getting the security system set up for the fire department.

Mr. Keller asked if the person who had called in the fire in the house had been identified and wondered if the city could do a little something to thank them.

- Chief Heineken said that the person was not identified, but that they could put some effort into figuring it out and agreed with the idea.

Ms. Welch said that she would put it out on Facebook if anyone knows who the person was. She also gave a thanks you to the crew at the fire station working this last Wednesday. She went in to get a COVID test and said that they were quick and professional.

The Mayor asked Chief Heineken about the open house at the station and if public health clinic is back to hosting in the fire station annex, as well as the rapid COVID tests that they were offering.

- Chief Heineken said that it is scheduled for May 21st, from 10am to 3pm. Lt. Beckley is overseeing planning and has some great things in store. This will be the first open house in 2 years, and they are excited to have the doors back open and have the public back in. The annex is open on the 3rd Thursday of the month for people to get shots, starting at 2pm. Chief Heineken said that yes, they are still offering rapid tests for the city employees and the stock is good that they have on hand.

Finance

- Mayor Welch gave the update for Ms. Fogarty tonight.
- Ms. Fogarty and her team are hard at work with the audit. The deadline is this week, and he hopes that they do not have to extend it, but it is a possibility that we will need to by another week.
- We are making headway with Tyler. But they are still spending up to 35 hours a week on the project.
- He has given HR the ok to hire someone part time, temporarily to help with the Tyler conversion and the data entry.

- Mayor Welch also reminded all the city employees that leave requests are now being done online in Tyler and that we are no longer accepting paper forms. He also reminded everyone that they do not have to submit the individual leave days for the week, the leave request will take care of them for you.

HUMAN RESOURCES, Ellen Glab

- Ms. Glab gave an overview on the interviews that she and the Mayor conducted for the Director of City Services position. She felt that they had some good candidates. They did ask one of the top candidates to come to City Hall on Thursday to meet with some of the Utilities crew and the mayor.
- She has been working on the employee handbook that was started last year and never finished. She has been collaborating with Chief Heineken and Dutra on that project since they were part of the original concept.

The Mayor let the Council know that Ms. Glab was doing a great job and that the city is lucky to have her.

Borough Representative

- Ms. Welch attended a meeting on April 14 via Zoom.
- There was a lot of public testimony. They are cutting the funding for the music programs in the elementary schools, and it drew a lot of people who wanted to speak about it.
- Mayor Ward said that they are still looking for lifeguards to be able to have the pools open full time. There have been a lot of citizens complaining about the hours being cut. They do have 5 going through training now though.
- Senior day is coming up on, find info on the borough website.
- The borough changed their rules so that citizens will be able to participate via Zoom and the numbers would go towards having a quorum (unless quasi-judicial in nature, a quorum had to be present in person for that) even if there is not an emergency declaration.
- They worked out the amount of money that they were giving towards the schools for this next school year.
- A resolution supporting the micro-reactor possibly going in at EAFB passed.
- There was a resolution honoring Congressman Don Young with a name change of the Fairbanks Airport, but they realized that such a change is bigger than what they should decide to decide and that it should be a state decision.
- They also approved a premium pay special worker program. To apply the company must be operating within the borough and meet other criteria. The company would pay the workers up front and then be reimbursed from the borough. Money is available on a first come first serve basis and details are available on the borough website. The borough has \$1,000,000 set aside for this program

City Clerk's Office, Melissa Dionne

- Ms. Dionne shared that during one of the last trainings that she attended she won a free training and that she completed that training this last week on April 13th. It was on Virginia time, so the class started at 5am.
- She has been spending a lot of time with the new HR person, Ms. Glab. They have been working on splitting up the code and separating out their jobs.
- Last Friday, Ms. Dionne and Ms. Glab met with RISQ consulting over at Pagoda and talked benefits and training with them. She said it was a terrific hour and that they both learned so much.
- She also gave the Council a heads up that there will be a workshop before the next meeting on Monday, May 2, to talk benefits renewal with RISQ Consulting.

The Mayor asked if we could start that workshop at 5:30 pm instead of 5:45.

- Ms. Dionne responded that yes she will start it at that time.

ON GOING PROJECTS

- Angela Kuest, with AIDEA was with us to talk about the land deal that the City is trying to work with AIDEA on, off of Homestead. AIDEA has been working on the environmental phase 1 and a concept design and she shared those with the Council. The environmental study conducted by Travis and Peterson identified a few issues. They identified the sulfa lain and the PFOS in the ground water, which we knew about, and the DEC recommends connecting to city water. The study also identified some abandoned cars on the property, it is unidentified if there are any fluids that could be an issue from those vehicles. They are making plans to mitigate that issue. After meeting with Eddie Packie of Travis and Peterson and they had a question if fire retardant foam had ever been used close to the property and the Mayor put them in contact with Chief Heineken for this piece. They also performed a concept design with Stantec for the 36-acre parcel, 5 acres of it are identified as wetlands. Options were 135-165 units of apartments and 4 plex's and included a loop entering and exiting from Homestead. She also has the utilities portion of the land to share regarding tying into the City's utility system. The final reports are being wrapped up and will be available to the Council soon. Ms. Kuest will be in town on April 27th and hopes to be able to meet with the mayor that day.

The Mayor shared with the Council that he has some additional information regarding the property and will be sending that out in the next few days and would like the Council's input regarding this land deal.

- The Mayor gave a brief update on what is going on with the Chambers and opening them back up for meetings. Alaska Universal Productions said that June 3rd is the shipping date for all the new audio/visual equipment. The carpet has been paid and should hopefully start getting installed around Memorial ay weekend. The Chambers will also be painted prior to the carpet installation.
- He also asked that we discuss reopening City Hall at the next meeting.

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

- Scott McRea with Explore Fairbanks came to talk to the Council and give them an update on tourism/visitor for the Interior. He gave a big thank you to the Council and the Bed Tax committee for the funds that we gifted Explore Fairbanks. He said that it was put to good use getting the word out for the borough and the City of North Pole. With the lack of international visitors, cruise ships and land traffic through Canada the year turned out to not be a bad year. They actually broke some records as far as Bed Tax collections go. They did host the first travel conference recently, it was the first conference they have had in 2 years. Looking towards summer he feels that we are going to have a great record summer season. The cruises are coming back and the additional flights from Europe are as well. Although highway traffic might not be as great with the high gas prices.

The Mayor asked Mr. McRea if he could ask some advice on a few travel guides that he has been asked to advertise in. He also talked to Mr. McRea about the possibility of attracting an extended stay hotel chain to the city. The last few years the fact that we really could use some additional hotel rooms in the city, for the military base traffic alone and the housing shortage in the area.

- Mr. McRea said that he would be happy to pass along some information about travel guides and hotels to the Mayor.

Ms. Welch asked about the German speaking tourists coming back to the area and if he thinks that ill be coming back this year.

- Mr. McRea said that yes, Condor is starting up their flights in the summer from Frankfurt and he feels that New Zealand and Australia will be big for travel here as well.

OLD BUSINESS

- None

COUNCIL COMMENTS

- Mr. Jacobson gave another congratulations to the Student of the Month. He said that he will be traveling the week of the 13th and will miss the Police Memorial and the F-35 ceremony and will unfortunately miss them. He passed along a good luck to HR and the Mayor in hopefully hiring a new Director of City Services. He also thanked the cities effort into removing the snow from the city core, he feels like it has/will make a big difference with the flooding this year. He said that the city streets are in good shape and he appreciates driving on dry pavement when so much of the borough is still wet and slushy.
- Mr. Keller also said that he is thankful for the snow removal in the city and his neighborhood. He also thanked the citizens for dealing with the contractors during that time and he heard good feedback. He is excited about attending the F35's ceremony and the growth that the area is expecting and hopes that we can come together with the community to look ahead. He also said he is happy for the additional sunshine and looks forward to more green grass.
- Ms. Welch asked everyone to keep forth the effort to be safe on the roads and walkways in the area. It is still a little slippery out there still.
- Mr. Cromer wished everyone a happy belated Easer. He took his daughter out for her first Easter egg hunt

this last weekend. He said that he still has a large puddle of water at his house, but that there was a lot of snow the was removed. He said that he is looking forward to the warm weather to come.

- Mr. Claus said that it has been nice being able to walk around town on mostly dry pavement lately and has seen many other people out walking around as well.
- The Mayor said that he did enjoy his time down in Anchorage and feels that most of the Mayors have the additional concerns for their cities as he does for ours. He shared that the weather was nice, the streets and walkways dry and that the scenery on the drive was beautiful. He reminded everyone that we will need a borough rep for at least one and possibly 2 meetings in June. He is also slated to go to the capital in Washington in June but might have to postpone till July depending on his health.

Mr. Jacobson *moved* to adjour

Seconded *by* Mr. Claus

The regular meeting of Monday, April 4, 2022 adjourned at 8:48 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, April 18, 2022.

ATTEST:

Melissa Dionne, City Clerk

Sponsored by: Mayor Welch
Introduced and Advanced: April 18, 2022
Possible Adoption: May 2, 2022

**CITY OF NORTH POLE
ORDINANCE NO. 2022-09**

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
PERSONNEL SYSTEM CODE**

WHEREAS, the City of North Pole wishes to grow its personnel system and add or change positions within the City as it does, and

WHEREAS, the City of North Pole, no longer wishes for the City Clerk to also serve as the Human Resources Manager, and

WHEREAS, to make this separation, the City of North Poles' Municipal Code must be amended.

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

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

SECTION 2: Title 2, Chapter 2, Sections 36.010 Statement of Purpose, 36.040 Appointments, 36.080 Personnel Records and Files, 36.090 Position Classification Plan, 36.100 Applicant Prerequisites, 36.110 Hiring Policy, 36.291 Sexual Harassment, 36.322 Grievance Procedures, 36.323 Personnel Review Board, 36.331 Volunteer Service, 36.415 Voluntary Leave Bank, is hereby amended in the North Pole Code of Ordinances as follow: [new text in red, deleted text in ~~strikethrough-red~~] see attachment.

Section 3: Effective Date. This ordinance shall become effective at signing.

35 ADOPTED THE ____ DAY OF May 2022.

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Mayor: Michael W. Welch

41 ATTEST:

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44 Melissa Dionne

45 City Clerk

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2.36.010 Statement of purpose.

A. The purpose of this chapter is to implement and give effect to the requirements of the City of North Pole to establish and operate a system of personnel administration based upon equitable merit principles and professional methods governing the recruitment, selection, employment, transfer, removal, discipline, welfare of employees and other factors of City employment.

B. It is the general intent of this chapter to establish policies which will serve as a guide to the administrative action concerning the various personnel activities and transactions. Additional personnel procedures and regulations may be issued by the Chief Executive, with the approval of Council, to clarify or amplify this chapter in greater detail. Employees shall have the opportunity to provide input on proposed changes prior to implementation. The administration shall provide all employees any proposed written changes to the personnel system code prior to placing them on the agenda.

C. It is the specific intent of these policies to assist in the accomplishment of the following objectives:

1. To recruit, select and advance employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment;
2. To assist in the accomplishment of equal employment opportunity objectives of the City; to assure fair treatment of applicants and employees in all aspects of personnel administration with proper regard for their privacy and constitutional rights as citizens;
3. To encourage efficient operation and production of all City employees through professional personnel administration toward the end of providing optimal service to the public.

D. The term "Chief Executive" refers to either the Mayor or the City Manager, dependent on the type of government under which the City is operated.

~~E. The City Clerk serves as the Human Resource Manager for the City. As such, any reference in code to the Human Resource Manager is synonymous with the City Clerk,~~

~~unless amended by Council. (Ord. 06-05 § 2, 2006; Ord. 04-05 § 2, 2004; Ord. 98-12 § 2, 1998)~~

2.36.040 Appointments.

B. The ~~City Clerk~~ Human Resources Administrator shall:

1. Advertise for position vacancies in the appropriate newspapers;
2. Control all applications for employment;
3. In coordination with the department head, establish the opening and closing dates for application;
4. In coordination with the department head, review applications for minimum qualifications;
5. Perform background checks on candidates;
6. In coordination with department heads, establish interview schedule;
7. Compile record of hiring documents and make recommendation to department heads on candidates for hiring;
8. Coordinate with the Chief Executive on hiring decisions.

C. Department heads will:

1. Coordinate with the ~~City Clerk~~ Human Resources Administrator on opening and closing of applications for vacancies;
2. Coordinate with the ~~City Clerk~~ Human Resources Administrator on review of applications;
3. Conduct the applicant job interview with assistance from the ~~City Clerk~~ Human Resources Administrator and others as appropriate;
4. Select the candidate for hiring;
5. Coordinate with the Chief Executive on hiring decisions. (Ord. 98-12 § 2, 1998)

2.36.080 Personnel records and files.

A. The ~~City Clerk Human Resources Administrator~~ shall provide for the maintenance of a records system which shall consist of three types of record:

1. Personnel File. The personnel record is a file of those documents which reflect an individual employee's complete status as an employee from the date of hire to termination.
 - a. The personnel record includes, but is not limited to, the individual employee's employee data, employee status changes, hiring documents, performance appraisals, progress reports, disciplinary actions and personnel actions.
 - b. Employee Access to Personnel File. An individual employee shall have access to their personnel record or to any information pertaining to them which is maintained in the personnel record as any reasonable time in conference with the ~~City Clerk Human Resources Administrator~~. The personnel records may be inspected by appropriate supervisory personnel, as authorized by the Chief Executive or his designee.
 - c. Except for oral reprimands, a written record of all disciplinary actions must be contained in the employee's personnel record.
 - d. Any review of personnel records shall be conducted in the presence of the ~~City Clerk Human Resources Administrator~~ and no document shall be removed without authorization of the Chief Executive and concurrence of the employee.
2. Confidential Personnel Files. The confidential personnel files and all other matters dealing with, but not limited to:
 - a. Interview evaluations, preemployment reference checks, EEO/affirmative action data, benefit plan choices/enrollments, dependent and beneficiary information, credit checks and reports, and information regarding legal actions, including EEO complaints;
 - b. Confidential personnel files may only be reviewed by the employee and the ~~City Clerk Human Resources Administrator~~. The City Accountant, in the

course of normal job performance of audits, payroll and reports, may review confidential personnel files. No documents may be removed from the confidential file.

3. Medical Information Files. Information obtained regarding the medical condition or history of an applicant or an employee. Medical information files are considered confidential and may only be inspected by the employee and the ~~City Clerk~~ Human Resources Administrator as required by Health Insurance Portability and Accountability Act (HIPAA) regulations.

- a. All medical records shall be collected and maintained on separate forms.
- b. These records shall be kept confidential and shall not be disclosed, reviewed or used except as permitted by law. No documents may be removed from the medical information file.
- c. Medical information files shall contain, if applicable:
 - i. Post-offer medical information;
 - ii. Injury reports;
 - iii. Health care provider certifications;
 - iv. Doctor's notes and reports;
 - v. Fitness for duty results;
 - vi. Workers' compensation injury forms and reports;
 - vii. Drug and alcohol test results;
 - viii. Disability leave documentation;
 - ix. Benefit claim forms;
 - x. Reimbursement request for medical expenses;
 - xi. Any voluntary medical information from an employee health program;

- xii. Medical insurance claim forms;
- xiii. Requests for reasonable accommodation. (Ord. 00-05 § 2, 2000; Ord. 98-12 § 2, 1998)

2.36.090 Position classification plan.

A. The ~~City Clerk~~ Human Resources Administrator shall establish and maintain a position classification plan applicable to all employees. This classification plan shall establish a system by which all jobs in the City are evaluated according to required expertise, financial responsibility, level of decision and/or policy influence, with primary consideration given to market considerations. This plan will reflect the City salary schedule and contain the job description for each position.

B. Except as otherwise provided in this section, all City employees shall be classified in one of the following categories: appointed employees and classified employees.

1. Appointed employees shall consist of:

- a. Department heads and special assistants to the Chief Executive, who are appointed and promoted by, and serve at the pleasure of, the Chief Executive;
- b. City Clerk and City Attorney, who are appointed by and serve at the pleasure of the City Council.

2. Classified employees shall consist of all City employees who are not appointed. (Ord. 00-07 § 2, 2000; Ord. 98-12 § 2, 1998)

2.36.100 Applicant prerequisites.

A. All information provided by the applicant on an employment application or a resume shall be subject to investigation and verification. Should an applicant provide data that is proven to be false or deceptive, the applicant will be rejected; should the applicant have been an employee, the employee will be subject to dismissal.

B. No questions in any interview, test or application form shall be so framed as to elicit information concerning race, age, sex, color, disability, national origin, marital status, parenthood, political or religious affiliation for the purpose of discrimination.

C. The City of North Pole will employ only those persons who are entitled to work in the United States.

D. The City will comply with the immigration laws of the United States. Accordingly, all employees are required to have the legal right to work in this country. In accordance with the regulations of the Immigration and Naturalization Service (INS), the City will require individuals to establish their right to work in this country.

E. All offers of employment are conditioned on the individual establishing the right to work in this country. On the first day of work, all individuals are required to produce documents acceptable under the INS regulations to establish that right.

F. All job candidates will be required to provide proof of work eligibility and identification and complete the employee portion of the I-9 immigration form. This applies to former employees, but not those who return from leaves of absence or who are transferred within the City.

G. Any use of a polygraph or lie detector test in the City's employment setting will be applied strictly according to the requirements of the Employee Polygraph Protection Act and any applicable State laws.

1. If employees are called upon to submit to a polygraph test, such as for economic loss, all relevant legal procedures will be followed to ensure that the employees' rights are protected.

2. Employees will be permitted to terminate the test at any time and specific restrictions will be placed on the types of questions that may be asked.

3. Prior to the test, employees will be notified of their rights concerning the test, the type of test that will be conducted, the conditions surrounding the testing, and the specific questions that will be asked.

4. Before any adverse action is taken based on the test results, the City will review the test results with the employees. In addition, a polygraph examiner will be chosen who meets all requirements under the law.

5. Disclosure of the test results will be restricted to the employee, the City Clerk Human Resources Administrator and Chief Executive or a governmental entity pursuant to court order. (Ord. 98-12 § 2, 1998)

2.36.110 Hiring policy.

A. The City's hiring policy is based upon the following criteria: The City of North Pole is an equal opportunity employer and will not discriminate in the hiring process on the basis of sex, religion, race, color, age, disability, marital or veteran status, or national origin. Complete records of this process will be kept.

B. The City will always try to hire the best qualified applicant. All positions will be advertised and will be posted for all current employees to see. Files of applicants will be maintained by the ~~City Clerk~~ Human Resources Administrator. These files will be reviewed when seeking new employees.

2.36.291 Sexual harassment.

A. The City will maintain a work environment free of sexual harassment. In accordance with that philosophy, unwelcome sexual advances; requests for sexual favors; sexual demands; or other verbal, physical or visual conduct of a sexual nature will constitute sexual harassment when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the person rejecting or submitting to the conduct;
3. The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile or offensive work environment;
4. Third-Party Situations. One individual is offended by the sexual interaction, conduct or communications between others.

B. The City bases its determinations relative to employment, training, compensation and promotions on job-related qualifications in compliance with equal employment opportunity laws and regulations, which prohibit discrimination based on sex. Federal and State laws make sexual harassment unlawful. Just as we do not tolerate violations of other laws in our workplace, we do not tolerate violations of the laws prohibiting sexual harassment.

C. The City believes that all employees are entitled to a workplace free of harassment, and expects that all employees will treat each other and our customers with courtesy, dignity and respect. We take our obligation to maintain a workplace free of harassment very seriously. Sexual harassment is a form of misconduct which constitutes a serious offense and subjects offenders to disciplinary action, up to and including discharge.

D. Employees who experience or witness sexual harassment in the workplace must report it immediately to the ~~City Clerk~~ Human Resources Administrator. If that is the person who is harassing the employee, the employee may approach any other member of the City Council. All allegations of sexual harassment will be investigated. To the extent possible, the employee's confidentiality and that of any witness and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the employee will be informed of the outcome of that investigation.

E. The City will permit no employment-based retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment. (Ord. 98-12 § 2, 1998)

2.36.322 Grievance procedure.

A. This section shall not apply to appointed employees, or employees designated in NPMC 2.36.020(A)(1) through (4). The City shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, the City desires to adjust the causes of grievances informally; both department heads and employees are expected to resolve problems if possible within five business days. Grievances may include, but are not limited to, such things as discipline, transfer, job posting, selection, unfair assignment of vacation or holiday time, a personal request that was denied, etc.

B. The following steps shall be followed on processing a grievance which an employee(s) may have that cannot be resolved by discussion between the employee(s) and the supervisor:

1. Step 1. The employee(s) shall verbally bring the grievance to the attention of the supervisor within ten business days (i.e., Monday through Friday) of occurrence of such grievance.

2. Step 2. If the grievance is not settled at step 1 within five business days, it shall be prepared in detail, submitted in writing, shall be dated, shall be signed by the aggrieved employee or group of employees and shall be presented to the responsible department head within five business days, not including the day of presentation. The department head shall make a copy of the grievance and provide to the Personnel Officer. The department head shall answer the grievance in writing fully elaborating his position and respond within ten business days from presentation. The department head shall provide a copy of the response to the Personnel Officer.

3. Step 3. If the grievance is not settled in step 2, the written grievance shall be presented to the Chief Executive along with all pertinent correspondence, records and information accumulated to date to the City Chief Executive within five business days after the department head's response is given, not including the day the response is given. No additional material may be submitted in step 3 that was not presented to the department head in step 2, with the exception of a letter addressed to the Chief Executive indicating the affected employee is not satisfied with the decision of the department head. The letter may outline the reasons for the dissatisfaction, but may not add additional information not previously available to the department head. The City Chief Executive may hold a hearing or conduct additional investigations as he deems necessary. However, the Chief Executive may not consider any additional information in the course of his investigation that was not part of the material originally provided to the department head. The City Chief Executive shall make his decision and reply to the appropriate parties concerned in writing within ten business days of the date of presentation of the written grievance. The Chief Executive shall provide a copy of the response to the Personnel Officer.

4. Step 4. If the grievance is not settled in step 3, the decision of the City Chief Executive shall be appealed to the Personnel Review Board by presenting a written copy of the grievance to the ~~City Clerk~~ Human Resources Administrator within five business days following receipt of the Chief Executive response along with a cover letter from the grievant indicating the employee's desire for appeal to the Personnel Review Board. The ~~City Clerk~~ Human Resources Administrator will receive and date the written copy received and include a request to form the Personnel Review Board on the next agenda of the City Council.

- a. If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.
- b. Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.
- c. If the City fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the City fails to meet or answer any grievance on step 3 of the grievance procedure within the time limits prescribed for such action by this section, it shall be deemed that the City has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.

C. Confidentiality. It shall be the policy of the City to preserve confidentiality in matters touching on the reputation of all employees of the City and to protect each employee's right to privacy. To this end, grievances shall be confidential and shall not be disclosed by an officer or employee of the City except as may be required by law. At no time may any officer of the City disclose the contents, substance or any fact regarding employee grievances without prior written permission of the employee(s). All processing, interviews and investigations will be done in confidence. Any employee of the City who, because of the nature of their position, may become aware of the substance of the grievance may not disclose or discuss in any manner any part of the grievance until released by written document signed by the aggrieved employee. Any release of information will be deemed in violation of this section and be subject to disciplinary action or other remedies as may be available in the code. Nothing, however, shall abridge the right of any employee to disclose the contents of his or her records or to waive his/her rights to have any proceeding before the Personnel Review Board to be heard in private. The fact that an aggrieved employee may choose to discuss his grievance does not in any way release officers or employees of the City from their obligation to keep confidential all matters related to the grievance. (Ord. 98-12 § 2, 1998)

2.36.323 Personnel Review Board.

A. The Personnel Review Board shall consist of the City Council excluding the Chief Executive and any other Council member with a conflict of interest.

B. The ~~City Clerk~~ Human Resources Administrator shall serve as the clerk of the Personnel Review Board and shall be responsible to the chairman of the Personnel Review Board commencing on the date of the formation of the Personnel Review Board and concluding following the issuance of the Personnel Review Board decision. No communication will take place with any officer or employee of the City regarding the grievance under consideration without the written or verbal permission of the chairman of the Personnel Review Board. The Clerk will contact the Board members, establish the Board site, take minutes, issue oaths, maintain the record of the proceedings, seal the proceedings, ensure compliance with the provisions of this section and any other requirement as may be assigned relevant to the grievance by the chairman of the Personnel Review Board. The Clerk may not discuss any matter relevant to the grievance with any employee or officer of the City without the written permission of the chairman of the Personnel Review Board.

C. Jurisdiction. The Personnel Review Board shall have jurisdiction over all grievances submitted by any classified employee. The Personnel Review Board shall not have jurisdiction over those employees designated in NPMC 2.36.020(A)(1) through (4).

D. Powers/Authority. The Personnel Review Board may:

1. Establish administrative rules and procedures for the conduct of its business;
2. Conduct preliminary investigations, make reports to the City Council, and conduct hearings as provided herein. The board shall use the latest version of Robert's Rules of Order unless superseded elsewhere in this code;
3. Consider the grievance as presented and the application of applicable sections of this code;
4. Adjudicate/mediate any and all matters grieved by City employees including, but not limited to, returning the matter to the Chief Executive for reevaluation, reversal of the decision of the Chief Executive or any other reasonable decision relevant to the grievance;

5. Make recommendations to the Chief Executive and to the City Council for amendments to City policy or the code as the Board may deem necessary or advisable.

E. Process. Upon receipt of the grievance, the ~~City Clerk Human Resources Administrator~~ shall:

1. Date and number the grievance;
2. Inventory and identify all documents as exhibits, and secure the information pending instructions from the chairman of the Personnel Review Board;
3. Notify the City Council at its next regularly scheduled meeting that a grievance has been received and request instruction regarding the date the Personnel Review Board is to meet;
4. Compile, number and copy submitted documents for each Personnel Review Board member maintaining absolute confidentiality of the material as required in this section;
5. Schedule a meeting room, calendar the meeting, advertise the date, time and place for the meeting, and provide reasonable notice of the meeting date to the public, keeping in mind that the substance of the grievance remains confidential.

2.36.331 Volunteer services.

No City employee may provide volunteer services to another department of the City of North Pole where the employee is performing the same work as they regularly perform for the City. All employees desiring to volunteer their services to another department shall request through their department head and ~~City Clerk Human Resources Administrator~~ to the Chief Executive prior to volunteering. A copy of the approval memorandum shall be provided to the department head to which the employee will volunteer. (Ord. 98-12 § 2, 1998)

2.36.415 Voluntary leave bank program.

A. The leave bank program is for employees who are experiencing a personal or family medical emergency, and have exhausted his or her available paid leave. The leave bank program can also provide maternity leave once the employee has exhausted their available paid leave. The and ~~City Clerk Human Resources Administrator~~ will

determine how much donated leave an employee may receive from the leave bank. Any unused donated leave will be returned to the leave bank. Donated leave will be withdrawn from the leave bank at the current hourly rate of the employee to receive the benefit.

B. The following definitions are to be used for qualified leave bank request:

1. Medical Emergency. A medical emergency is a medical condition of either the employee or the employee's family member that is likely to require the employee to be absent from duty for a prolonged period and to result in a substantial loss of income because of the employee's lack of available paid leave.
2. Maternity Leave. The employee must have given birth to a child or have adopted a child or been placed with a foster child (in either case, the child must be age seventeen or younger). The adoption of a child by a new spouse is excluded from this policy.
3. The definition of "family member" covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; stepparents; stepchildren; foster parents; foster children; guardianship relationships; as applicable.

C. The ~~City Clerk~~ Human Resources Administrator shall hear all requests for leave and rule on them quickly.

1. Leave shall be drawn from the leave bank based on the current regular wage of the applicant.
2. The leave bank may not have any more than \$10,000 (ten thousand dollars) of leave accrued at any one time.
3. An applicant may appeal a decision made by the and ~~City Clerk~~ Human Resources Administrator to the Mayor, who shall quickly make a determination in writing. The Mayor's decision is final.

D. In order to receive donated annual leave, a leave bank member who is affected by a personal or family medical emergency, or maternity leave, must make written application to the and ~~City Clerk~~ Human Resources Administrator. If the member is not capable of making written application, a personal representative may make the

application on behalf of the employee to the and ~~City Clerk~~ Human Resources Administrator

1. Each application should include:
 - a. The name, position title, and grade or pay level of the leave bank member.
 - b. The reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and, if it is a recurring one, the approximate frequency of the medical emergency affecting the leave bank member.
 - c. If required by the and ~~City Clerk~~ Human Resources Administrator, certification regarding the medical emergency from one or more physicians or other appropriate experts. (The agency must pay the expenses associated with obtaining agency-required certification from more than one source.)
 - d. Any additional information required by the and ~~City Clerk~~ Human Resources Administrator.

**CITY OF NORTH POLE
ORDINANCE NO. 2022-10**

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE LEAVE POLICY
AND PAY SCALE FOR CITY OF NORTH POLE EMPLOYEES**

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

WHEREAS, the City of North Pole wishes to remain competitive with its compensation for it's employees; and

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

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

Section 2. Title 2 Chapter 36 sections 410 Leave and 470 Pay are hereby amended in the North Pole Code of Ordinances as follows: [new text in red, deleted text in ~~strikethrough-red~~] see attached

Section 3. Effective Date. This ordinance shall become effective upon signing.

ADOPTED THE ____ DAY OF MAY 2022.

Michael W. Welch
Mayor

ATTEST:

Melissa Dionne
City Clerk

2.36.410 Leave.

A. All full-time employees shall be granted leave time in hours per month, as per the following table:

Employees Hired After January 1, 1990

Employee	0 – 4 3 years	5 4 years or more
40 hrs/week	17.3	21.8
19-day cycle	23	28.75

B. Monetary compensation (leave buy-out) can be authorized up to a maximum of eighty hours (one hundred twenty hours for personnel on the nineteen-day cycle shift) per calendar year with the approval of the department head. An employee must have sixteen hours remaining for forty-hour-per-week employees and twenty-four hours remaining for nineteen-day cycle employees after compensation in order to be eligible.

C. Department heads or designees are the sole approving authority on leave. Approval considerations shall be based upon department operation requirements and the desire of the employee. Leave may be canceled or amended to allow the department to meet emergency situations. However, leave may not be canceled or amended to avoid paying overtime.

D. An employee who is unable to report to work for any reason without prior approval shall report the reason for his absence to his department head as soon as possible after the time he/she is expected to report for work. Leave with pay shall be allowed on a case-by-case basis. The department head shall determine whether or not an employee's reason for absence warrants leave with pay. It is the responsibility of the employee to provide substantiation of their reason for not appearing for work.

E. Any employee placed on extended leave for any reason will be required to contact their Human Resources representative no less than every two (2) weeks with an update on the progress of the event causing them to be on extended leave. Leave of any kind must not exceed more than 180 calendar days. Should an employee fail to communicate with Human Resources, or not return to full time work within the 180 calendar days, the employee shall be deemed to have voluntarily resigned their employment with the City and

their employment with the City shall be terminated. Military leave excluded per 2.36.70 section B.

2.36.470 Pay.

A. All City employees in the City service excluding the Mayor, contractual employees, casual employees and temporary employees shall be paid the monthly/hourly wage in accordance with the position classification title and date of hire or range, except that employees being promoted to positions of higher pay shall receive a start date adjustment that places them at the increased salary closest to their subsequent pay scale salary. Such adjustment shall be recorded in the employee's personnel file and shall be used throughout the employee's tenure of that position.

B. Employees (excluding Fire Department personnel) working a regularly scheduled evening shift shall earn a pay differential hourly rate of \$1 (one dollar) an hour for hours worked from 3:00 p.m. to 10:00 p.m.

C. Employees (excluding Fire Department personnel) working a regularly scheduled night shift shall earn a pay differential hourly rate of \$2 (two dollars) an hour for hours worked from 10:00 p.m. to 8:00 a.m.

D. The City Council shall every three years review the pay scale to recommend cost of living increase adjustments as warranted and shall communicate back to the employees the outcome of the review. Department heads will report market surveys to the City Council annually in advance of the normal budget cycle. All market surveys will use the same data source.

E. Employees will advance to the next pay step on the first full pay period of each year, except for those new employees hired within the last quarter of the year. Employees hired within the last quarter of the year will not be eligible for their annual step salary increases until the first full pay period in January following their one-year anniversary.

F. Professional Development Step Salary Increases. Employees may earn horizontal step increases for professional development as follows:

Accounts Receivable/Receptionist Clerk:

Clerk I	2 Steps
Clerk II	2 Steps

Clerk III	2 Steps
	2 Steps

City Accountant:

Deputy Accountant:	
Deputy Accountant I	2 Steps
Deputy Accountant II	2 Steps
Deputy Accountant III	2 Steps
	2 Steps

Deputy Accountant IV

City Clerk:

Certified Municipal Clerk (CMC)	2 Steps
Master Municipal Clerk (MMC)	2 Steps

Admin/Exec. Assistant/Evidence:

Admin/Exec. Assistant/Evidence I	2 Steps
Admin/Exec. Assistant/Evidence II	2 Steps
Admin/Exec. Assistant/Evidence III	2 Steps
Admin/Exec. Assistant/Evidence IV	2 Steps

Human Resources

Human Resources Generalist	2 Steps
Human Resources Specialist	2 Steps
Human Resources Manager	

Firefighter Personnel:

Firefighter II/EMT III	2 Steps
Fire Apparatus Driver/Operator	2 Steps
Fire Officer I	2 Steps
Firefighter II/MICP	2 Steps

Police Officer:

Police Officer I	2 Steps
Police Officer II	2 Steps
Police Officer III	2 Steps
Police Officer IV	2 Steps

Public Works Assistant:

Public Works Assistant I	2 Steps
Public Works Assistant II	2 Steps

Utility Assistant:

Utility Assistant I	2 Steps
Utility Operator I	2 Steps
Utility Operator II	2 Steps
Water Treatment Level III	1 Step

Criteria for professional development will be developed by department heads coordinated with the Mayor and approved by the City Council. Current employees who meet the professional development criteria for advancement at the time of adoption of Ordinance 04-05 will be grandfathered in for longevity requirements. Initial placement in professional development track will not be cumulative and will result in two step advancements only. Police Sergeants are eligible for professional development advancement.

G. Newly hired employees shall be employed at the starting rate of the appropriate salary range. On approval of the Mayor and department head may direct the starting salary above the minimum.

H. Promotions. An employee who has received a promotion shall move up the pay scale but may not exceed \$500 (five hundred dollars) a month increase.

Police Department

		1	2	3	4	5	6	7	8	9	Year/Step	10	11	12	13	14	15	16	17	18	19	20
	Chief	Hourly	39.53	40.72	41.94	43.20	44.49	45.83	47.20	48.62	50.08	51.58	52.35	53.14	53.93	54.74	55.56	56.40	57.24	58.10	58.97	59.86
		Monthly	6852	7,057	7,269	7,487	7,712	7,943	8,181	8,427	8,680	8,940	9,074	9,210	9,349	9,489	9,631	9,776	9,922	10,071	10,222	10,375
		Yearly	82,222	84,689	87,230	89,847	92,542	95,318	98,178	101,123	104,157	107,282	108,891	110,524	112,182	113,865	115,573	117,306	119,066	120,852	122,665	124,505
	Lieutenant		36.01	37.09	38.20	39.35	40.53	41.75	43.00	44.29	45.62	46.98	47.69	48.41	49.13	49.87	50.62	51.38	52.15	52.93	53.72	54.53
			6242	6429	6622	6821	7025	7236	7453	7677	7907	8025	8146	8268	8392	8518	8646	8775	8907	9041	9176	9314
			74,901	77,148	79,462	81,846	84,302	86,831	89,435	92,119	94,882	97,729	99,194	100,682	102,193	103,726	105,281	106,861	108,464	110,090	111,742	113,418
	Sergeant		33.00	33.99	35.01	36.06	37.14	38.26	39.40	40.59	41.80	43.06	43.70	44.36	45.02	45.70	46.39	47.08	47.79	48.50	49.23	49.97
			5720	5,892	6,068	6,250	6,438	6,631	6,830	7,035	7,246	7,463	7,575	7,689	7,804	7,921	8,040	8,161	8,283	8,407	8,533	8,661
			68,640	70,699	72,820	75,005	77,255	79,573	81,960	84,419	86,951	89,560	90,903	92,267	93,651	95,055	96,481	97,928	99,397	100,888	102,402	103,938
	Detective		31.00	31.93	32.89	33.87	34.89	35.94	37.02	38.13	39.27	40.45	41.05	41.67	42.29	42.93	43.57	44.22	44.89	45.56	46.24	46.94
	Corporal		31.00	31.93	32.89	33.87	34.89	35.94	37.02	38.13	39.27	40.45	41.05	41.67	42.29	42.93	43.57	44.22	44.89	45.56	46.24	46.94
			5373	5,534	5,700	5,871	6,047	6,229	6,416	6,608	6,806	7,011	7,116	7,222	7,331	7,441	7,552	7,666	7,781	7,897	8,016	8,136
			64,476	66,410	68,403	70,455	72,568	74,745	76,988	79,297	81,676	84,127	85,388	86,669	87,969	89,289	90,628	91,988	93,367	94,768	96,189	97,632
	Officer		28.00	28.84	29.71	30.60	31.51	32.46	33.43	34.44	35.47	36.53	37.08	37.64	38.20	38.78	39.36	39.95	40.55	41.15	41.77	42.40
			4853	4,999	5,149	5,303	5,462	5,626	5,795	5,969	6,148	6,332	6,427	6,524	6,622	6,721	6,822	6,924	7,028	7,134	7,241	7,349
			58,240	59,987	61,787	63,640	65,550	67,516	69,542	71,628	73,777	75,990	77,130	78,287	79,461	80,653	81,863	83,091	84,337	85,602	86,886	88,189
	Recruit Officer		26.00	26.78																		
			4,507	4,642																		
	Evidence Custodian		24.00	24.72	25.46	26.23	27.01	27.82	28.66	29.52	30.40	31.31	31.78	32.26	32.74	33.24	33.73	34.24	34.75	35.28	35.80	36.34
			4,160	4,285	4,413	4,546	4,682	4,823	4,967	5,116	5,270	5,428	5,509	5,592	5,676	5,761	5,847	5,935	6,024	6,114	6,206	6,299
			49,920	51,418	52,960	54,549	56,185	57,871	59,607	61,395	63,237	65,134	66,111	67,103	68,110	69,131	70,168	71,221	72,289	73,373	74,474	75,591
	Executive Assistant		22.60	23.28	23.98	24.70	25.44	26.20	26.99	27.80	28.63	29.49	30.37	31.28	32.22	33.19	34.18	35.21	36.27	37.35	38.47	39.63
			3,917	4,035	4,156	4,281	4,409	4,541	4,678	4,818	4,962	5,111	5,188	5,266	5,345	5,425	5,506	5,589	5,673	5,758	5,844	5,932
			47,008	48,418	49,871	51,367	52,908	54,495	56,130	57,814	59,548	61,335	62,255	63,189	64,136	65,098	66,075	67,066	68,072	69,093	70,130	71,182
	Administrative Assistant		19.00	19.57	20.16	20.76	21.38	22.02	22.68	23.37	24.07	24.79	25.16	25.54	25.92	26.31	26.70	27.10	27.51	27.92	28.34	28.77
			3,293	3,392	3,494	3,598	3,706	3,817	3,932	4,050	4,171	4,297	4,361	4,426	4,493	4,560	4,629	4,698	4,769	4,840	4,913	4,986
			39,516	40,701	41,923	43,180	44,476	45,810	47,184	48,600	50,058	51,559	52,333	53,118	53,915	54,723	55,544	56,377	57,223	58,081	58,953	59,837

Fire Department

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Minimum																			Maximum
Fire Chief	\$ 82,223	\$ 84,690	\$ 87,230	\$ 89,847	\$ 92,543	\$ 95,319	\$ 98,179	\$ 101,124	\$ 102,641	\$ 104,180	\$ 105,743	\$ 107,329	\$ 108,939	\$ 110,573	\$ 112,232	\$ 113,915	\$ 115,624	\$ 117,358	\$ 119,119	\$ 120,906
	\$ 6,852	\$ 7,057	\$ 7,269	\$ 7,487	\$ 7,712	\$ 7,943	\$ 8,182	\$ 8,427	\$ 8,553	\$ 8,682	\$ 8,812	\$ 8,944	\$ 9,078	\$ 9,214	\$ 9,353	\$ 9,493	\$ 9,635	\$ 9,780	\$ 9,927	\$ 10,075
	\$ 39.53	\$ 40.72	\$ 41.94	\$ 43.20	\$ 44.49	\$ 45.83	\$ 47.20	\$ 48.62	\$ 49.35	\$ 50.09	\$ 50.84	\$ 51.60	\$ 52.37	\$ 53.16	\$ 53.96	\$ 54.77	\$ 55.59	\$ 56.42	\$ 57.27	\$ 58.13
Deputy Chief	\$ 74,906	\$ 77,153	\$ 79,668	\$ 81,852	\$ 84,307	\$ 86,837	\$ 89,442	\$ 92,125	\$ 93,507	\$ 94,909	\$ 96,333	\$ 97,778	\$ 99,245	\$ 100,733	\$ 102,244	\$ 103,778	\$ 105,335	\$ 106,915	\$ 108,518	\$ 110,146
Assistant Chief	\$ 6,242	\$ 6,429	\$ 6,622	\$ 6,821	\$ 7,026	\$ 7,236	\$ 7,453	\$ 7,677	\$ 7,792	\$ 7,909	\$ 8,028	\$ 8,148	\$ 8,270	\$ 8,394	\$ 8,520	\$ 8,648	\$ 8,778	\$ 8,910	\$ 9,043	\$ 9,179
	\$ 36.01	\$ 37.09	\$ 38.21	\$ 39.35	\$ 40.53	\$ 41.75	\$ 43.00	\$ 44.29	\$ 44.96	\$ 45.63	\$ 46.31	\$ 47.01	\$ 47.71	\$ 48.43	\$ 49.16	\$ 49.89	\$ 50.64	\$ 51.40	\$ 52.17	\$ 52.95
Admin Asst.	\$ 38,713	\$ 39,874	\$ 41,071	\$ 42,303	\$ 43,572	\$ 44,879	\$ 46,225	\$ 47,612	\$ 48,326	\$ 49,051	\$ 49,787	\$ 50,534	\$ 51,292	\$ 52,061	\$ 52,842	\$ 53,635	\$ 54,439	\$ 55,256	\$ 56,085	\$ 56,926
	\$ 3,226	\$ 3,323	\$ 3,423	\$ 3,525	\$ 3,631	\$ 3,740	\$ 3,852	\$ 3,968	\$ 4,027	\$ 4,088	\$ 4,149	\$ 4,211	\$ 4,274	\$ 4,338	\$ 4,404	\$ 4,470	\$ 4,537	\$ 4,605	\$ 4,674	\$ 4,744
	\$ 18.61	\$ 19.17	\$ 19.75	\$ 20.34	\$ 20.95	\$ 21.58	\$ 22.22	\$ 22.89	\$ 23.23	\$ 23.58	\$ 23.94	\$ 24.30	\$ 24.66	\$ 25.03	\$ 25.40	\$ 25.79	\$ 26.17	\$ 26.57	\$ 26.96	\$ 27.37
Recept admin	\$ 35,427	\$ 36,490	\$ 37,585	\$ 38,712	\$ 39,873	\$ 41,070	\$ 42,302	\$ 43,571	\$ 44,224	\$ 44,888	\$ 45,561	\$ 46,244	\$ 46,938	\$ 47,642	\$ 48,357	\$ 49,082	\$ 49,818	\$ 50,566	\$ 51,324	\$ 52,094
	\$ 2,952	\$ 3,041	\$ 3,132	\$ 3,226	\$ 3,323	\$ 3,422	\$ 3,525	\$ 3,631	\$ 3,685	\$ 3,741	\$ 3,797	\$ 3,854	\$ 3,912	\$ 3,970	\$ 4,030	\$ 4,090	\$ 4,152	\$ 4,214	\$ 4,277	\$ 4,341
	\$ 17.03	\$ 17.54	\$ 18.07	\$ 18.61	\$ 19.17	\$ 19.75	\$ 20.34	\$ 20.95	\$ 21.26	\$ 21.58	\$ 21.90	\$ 22.23	\$ 22.57	\$ 22.90	\$ 23.25	\$ 23.60	\$ 23.95	\$ 24.31	\$ 24.68	\$ 25.05
Captain-BC	\$ 70,556	\$ 72,673	\$ 74,853	\$ 77,098	\$ 79,411	\$ 81,794	\$ 84,248	\$ 86,775	\$ 88,077	\$ 89,398	\$ 90,739	\$ 92,100	\$ 93,481	\$ 94,884	\$ 96,307	\$ 97,751	\$ 99,218	\$ 100,706	\$ 102,216	\$ 103,750
	\$ 5,880	\$ 6,056	\$ 6,238	\$ 6,425	\$ 6,618	\$ 6,816	\$ 7,021	\$ 7,231	\$ 7,340	\$ 7,450	\$ 7,562	\$ 7,675	\$ 7,790	\$ 7,907	\$ 8,026	\$ 8,146	\$ 8,268	\$ 8,392	\$ 8,518	\$ 8,646
	\$ 25.52	\$ 26.29	\$ 27.07	\$ 27.89	\$ 28.72	\$ 29.58	\$ 30.47	\$ 31.39	\$ 31.86	\$ 32.33	\$ 32.82	\$ 33.31	\$ 33.81	\$ 34.32	\$ 34.83	\$ 35.36	\$ 35.89	\$ 36.42	\$ 36.97	\$ 37.53
Lieutenant	\$ 63,510	\$ 65,415	\$ 67,378	\$ 69,399	\$ 71,481	\$ 73,625	\$ 75,834	\$ 78,109	\$ 79,281	\$ 80,470	\$ 81,677	\$ 82,902	\$ 84,146	\$ 85,408	\$ 86,689	\$ 87,990	\$ 89,309	\$ 90,649	\$ 92,009	\$ 93,389
	\$ 5,293	\$ 5,451	\$ 5,615	\$ 5,783	\$ 5,957	\$ 6,135	\$ 6,320	\$ 6,509	\$ 6,607	\$ 6,706	\$ 6,806	\$ 6,909	\$ 7,012	\$ 7,117	\$ 7,224	\$ 7,332	\$ 7,442	\$ 7,554	\$ 7,667	\$ 7,782
	\$ 22.97	\$ 23.66	\$ 24.37	\$ 25.10	\$ 25.85	\$ 26.63	\$ 27.43	\$ 28.25	\$ 28.68	\$ 29.11	\$ 29.54	\$ 29.99	\$ 30.44	\$ 30.89	\$ 31.36	\$ 31.83	\$ 32.30	\$ 32.79	\$ 33.28	\$ 33.78
Engineer	\$ 58,611	\$ 60,369	\$ 62,180	\$ 64,046	\$ 65,967	\$ 67,946	\$ 69,985	\$ 72,084	\$ 73,165	\$ 74,263	\$ 75,377	\$ 76,507	\$ 77,655	\$ 78,820	\$ 80,002	\$ 81,202	\$ 82,420	\$ 83,657	\$ 84,911	\$ 86,185
	\$ 4,884	\$ 5,031	\$ 5,182	\$ 5,337	\$ 5,497	\$ 5,662	\$ 5,832	\$ 6,007	\$ 6,097	\$ 6,189	\$ 6,281	\$ 6,376	\$ 6,471	\$ 6,568	\$ 6,667	\$ 6,767	\$ 6,868	\$ 6,971	\$ 7,076	\$ 7,182
	\$ 21.20	\$ 21.84	\$ 22.49	\$ 23.17	\$ 23.86	\$ 24.58	\$ 25.31	\$ 26.07	\$ 26.46	\$ 26.86	\$ 27.26	\$ 27.67	\$ 28.09	\$ 28.51	\$ 28.94	\$ 29.37	\$ 29.81	\$ 30.26	\$ 30.71	\$ 31.17
Firefighter	\$ 55,599	\$ 57,267	\$ 58,985	\$ 60,755	\$ 62,577	\$ 64,455	\$ 66,388	\$ 68,380	\$ 69,406	\$ 70,447	\$ 71,503	\$ 72,576	\$ 73,665	\$ 74,770	\$ 75,891	\$ 77,029	\$ 78,185	\$ 79,358	\$ 80,548	\$ 81,756
	\$ 4,633	\$ 4,772	\$ 4,915	\$ 5,063	\$ 5,215	\$ 5,371	\$ 5,532	\$ 5,698	\$ 5,784	\$ 5,871	\$ 5,959	\$ 6,048	\$ 6,139	\$ 6,231	\$ 6,324	\$ 6,419	\$ 6,515	\$ 6,613	\$ 6,712	\$ 6,813
	\$ 20.11	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.63	\$ 23.31	\$ 24.01	\$ 24.73	\$ 25.10	\$ 25.48	\$ 25.86	\$ 26.25	\$ 26.64	\$ 27.04	\$ 27.45	\$ 27.86	\$ 28.28	\$ 28.70	\$ 29.13	\$ 29.57
Recruit FF	\$ 41,070	\$ 42,302																		
	\$ 3,423	\$ 3,525																		
	\$ 14.85	\$ 15.30																		
Overhire	\$ 17.52																			

Public Works / Utilities

Position	Pay period	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Annual increase (%)		0.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Director of City Services	Hourly	\$41.75	\$43.00	\$44.29	\$45.62	\$46.99	\$48.40	\$49.85	\$51.35	\$52.89	\$54.47	\$55.29	\$56.12	\$56.96	\$57.82	\$58.68	\$59.56	\$60.46	\$61.36	\$62.29	\$63.22
	Bi-weekly	\$3,340.00	\$3,440.20	\$3,543.41	\$3,649.71	\$3,759.20	\$3,871.98	\$3,988.13	\$4,107.78	\$4,231.01	\$4,357.94	\$4,423.31	\$4,489.66	\$4,557.01	\$4,625.36	\$4,694.74	\$4,765.16	\$4,836.64	\$4,909.19	\$4,982.83	\$5,057.57
	Monthly	\$7,236.67	\$7,453.77	\$7,677.38	\$7,907.70	\$8,144.93	\$8,389.28	\$8,640.96	\$8,900.19	\$9,167.19	\$9,442.21	\$9,583.84	\$9,727.60	\$9,873.51	\$10,021.62	\$10,171.94	\$10,324.52	\$10,479.39	\$10,636.58	\$10,796.13	\$10,958.05
	Annual	\$86,840.00	\$89,445.20	\$92,128.56	\$94,892.41	\$97,739.19	\$100,671.36	\$103,691.50	\$106,802.25	\$110,006.31	\$113,306.50	\$115,006.10	\$116,731.19	\$118,482.16	\$120,259.39	\$122,063.28	\$123,894.23	\$125,752.65	\$127,638.94	\$129,553.52	\$131,496.82
Public Works Supervisor	Hourly	\$36.75	\$37.85	\$38.99	\$40.16	\$41.36	\$42.60	\$43.88	\$45.20	\$46.55	\$47.95	\$48.67	\$49.40	\$50.14	\$50.89	\$51.66	\$52.43	\$53.22	\$54.02	\$54.83	\$55.65
	Bi-weekly	\$2,940.00	\$3,028.20	\$3,119.05	\$3,212.62	\$3,309.00	\$3,408.27	\$3,510.51	\$3,615.83	\$3,724.30	\$3,836.03	\$3,893.57	\$3,951.98	\$4,011.26	\$4,071.43	\$4,132.50	\$4,194.48	\$4,257.40	\$4,321.26	\$4,386.08	\$4,451.87
	Monthly	\$6,470.00	\$6,561.10	\$6,757.93	\$6,960.67	\$7,169.49	\$7,384.58	\$7,606.11	\$7,834.30	\$8,069.33	\$8,311.41	\$8,436.08	\$8,562.67	\$8,691.06	\$8,821.42	\$8,953.78	\$9,088.05	\$9,224.47	\$9,362.74	\$9,503.18	\$9,645.73
	Annual	\$76,440.00	\$78,733.20	\$81,095.20	\$83,528.05	\$86,033.89	\$88,614.91	\$91,273.36	\$94,011.56	\$96,831.91	\$99,736.86	\$101,232.92	\$102,751.41	\$104,292.68	\$105,857.07	\$107,444.93	\$109,056.66	\$110,692.45	\$112,352.84	\$114,038.13	\$115,748.76
Public Works Assistant	Hourly	\$29.50	\$30.39	\$31.30	\$32.24	\$33.20	\$34.20	\$35.23	\$36.28	\$37.37	\$38.49	\$39.07	\$39.65	\$40.25	\$40.85	\$41.47	\$42.09	\$42.72	\$43.36	\$44.01	\$44.67
	Bi-weekly	\$2,360.00	\$2,430.80	\$2,503.72	\$2,578.84	\$2,656.20	\$2,735.80	\$2,817.96	\$2,902.50	\$2,989.58	\$3,079.26	\$3,125.45	\$3,172.34	\$3,219.92	\$3,268.22	\$3,317.24	\$3,367.00	\$3,417.51	\$3,468.77	\$3,520.80	\$3,573.61
	Monthly	\$5,113.33	\$5,266.73	\$5,424.74	\$5,587.48	\$5,755.10	\$5,927.75	\$6,105.59	\$6,288.76	\$6,477.42	\$6,671.74	\$6,771.82	\$6,873.39	\$6,976.49	\$7,081.14	\$7,187.36	\$7,295.17	\$7,404.60	\$7,515.67	\$7,628.40	\$7,742.83
	Annual	\$61,360.00	\$63,200.80	\$65,096.82	\$67,049.73	\$69,061.22	\$71,133.06	\$73,267.05	\$75,465.06	\$77,729.01	\$80,060.88	\$81,261.80	\$82,480.72	\$83,717.93	\$84,973.70	\$86,248.31	\$87,542.03	\$88,855.16	\$90,187.99	\$91,540.81	\$92,913.92
Utility Supervisor	Hourly	\$41.75	\$43.00	\$44.29	\$45.62	\$46.99	\$48.40	\$49.85	\$51.35	\$52.89	\$54.47	\$55.29	\$56.12	\$56.96	\$57.82	\$58.68	\$59.56	\$60.46	\$61.36	\$62.29	\$63.22
	Bi-weekly	\$3,340.00	\$3,440.20	\$3,543.41	\$3,649.71	\$3,759.20	\$3,871.98	\$3,988.13	\$4,107.78	\$4,231.01	\$4,357.94	\$4,423.31	\$4,489.66	\$4,557.01	\$4,625.36	\$4,694.74	\$4,765.16	\$4,836.64	\$4,909.19	\$4,982.83	\$5,057.57
	Monthly	\$7,236.67	\$7,453.77	\$7,677.38	\$7,907.70	\$8,144.93	\$8,389.28	\$8,640.96	\$8,900.19	\$9,167.19	\$9,442.21	\$9,583.84	\$9,727.60	\$9,873.51	\$10,021.62	\$10,171.94	\$10,324.52	\$10,479.39	\$10,636.58	\$10,796.13	\$10,958.05
	Annual	\$86,840.00	\$89,445.20	\$92,128.56	\$94,892.41	\$97,739.19	\$100,671.36	\$103,691.50	\$106,802.25	\$110,006.31	\$113,306.50	\$115,006.10	\$116,731.19	\$118,482.16	\$120,259.39	\$122,063.28	\$123,894.23	\$125,752.65	\$127,638.94	\$129,553.52	\$131,496.82
Utility Operator	Hourly	\$31.00	\$31.93	\$32.89	\$33.87	\$34.89	\$35.94	\$37.02	\$38.13	\$39.27	\$40.45	\$41.05	\$41.67	\$42.30	\$42.93	\$43.57	\$44.23	\$44.89	\$45.56	\$46.25	\$46.94
	Bi-weekly	\$2,480.00	\$2,554.40	\$2,631.03	\$2,709.96	\$2,791.26	\$2,875.00	\$2,961.25	\$3,050.09	\$3,141.59	\$3,235.84	\$3,334.38	\$3,333.64	\$3,383.65	\$3,434.40	\$3,485.92	\$3,538.20	\$3,591.28	\$3,645.15	\$3,699.82	\$3,755.32
	Monthly	\$5,373.33	\$5,534.53	\$5,700.57	\$5,871.59	\$6,047.73	\$6,229.17	\$6,416.04	\$6,608.52	\$6,806.78	\$7,010.98	\$7,116.15	\$7,222.89	\$7,331.23	\$7,441.20	\$7,552.82	\$7,666.11	\$7,781.10	\$7,897.82	\$8,016.29	\$8,136.53
	Annual	\$64,480.00	\$66,414.40	\$68,406.83	\$70,459.04	\$72,572.81	\$74,749.99	\$76,992.49	\$79,302.27	\$81,681.33	\$84,131.77	\$85,393.75	\$86,674.66	\$87,974.78	\$89,294.40	\$90,633.82	\$91,993.32	\$93,377.22	\$94,773.82	\$96,195.43	\$97,638.36
Utility Assistant	Hourly	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.05	\$31.98	\$32.94	\$33.92	\$34.43	\$34.95	\$35.47	\$36.01	\$36.55	\$37.09	\$37.65	\$38.22	\$38.79	\$39.37
	Bi-weekly	\$2,080.00	\$2,142.40	\$2,206.67	\$2,272.87	\$2,341.06	\$2,411.29	\$2,483.63	\$2,558.14	\$2,634.88	\$2,713.92	\$2,754.64	\$2,795.96	\$2,837.98	\$2,880.46	\$2,923.67	\$2,967.53	\$3,012.04	\$3,057.22	\$3,103.08	\$3,149.62
	Monthly	\$4,506.67	\$4,641.87	\$4,781.12	\$4,924.56	\$5,072.29	\$5,224.46	\$5,381.20	\$5,542.63	\$5,708.91	\$5,880.18	\$5,968.38	\$6,057.91	\$6,148.77	\$6,241.01	\$6,334.62	\$6,429.64	\$6,526.09	\$6,623.98	\$6,723.34	\$6,824.19
	Annual	\$54,080.00	\$55,702.40	\$57,373.47	\$59,094.68	\$60,867.52	\$62,693.54	\$64,574.35	\$66,511.58	\$68,506.93	\$70,562.13	\$71,620.57	\$72,694.87	\$73,785.30	\$74,892.08	\$76,015.46	\$77,155.69	\$78,313.03	\$79,487.72	\$80,680.04	\$81,890.24
Utility & Building Clerk	Hourly	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26	\$30.14	\$31.05	\$31.98	\$32.94	\$33.92	\$34.43	\$34.95	\$35.47	\$36.01	\$36.55	\$37.09	\$37.65	\$38.22	\$38.79	\$39.37
	Bi-weekly	\$2,080.00	\$2,142.40	\$2,206.67	\$2,272.87	\$2,341.06	\$2,411.29	\$2,483.63	\$2,558.14	\$2,634.88	\$2,713.92	\$2,754.64	\$2,795.96	\$2,837.98	\$2,880.46	\$2,923.67	\$2,967.53	\$3,012.04	\$3,057.22	\$3,103.08	\$3,149.62
	Monthly	\$4,506.67	\$4,641.87	\$4,781.12	\$4,924.56	\$5,072.29	\$5,224.46	\$5,381.20	\$5,542.63	\$5,708.91	\$5,880.18	\$5,968.38	\$6,057.91	\$6,148.77	\$6,241.01	\$6,334.62	\$6,429.64	\$6,526.09	\$6,623.98	\$6,723.34	\$6,824.19
	Annual	\$54,080.00	\$55,702.40	\$57,373.47	\$59,094.68	\$60,867.52	\$62,693.54	\$64,574.35	\$66,511.58	\$68,506.93	\$70,562.13	\$71,620.57	\$72,694.87	\$73,785.30	\$74,892.08	\$76,015.46	\$77,155.69	\$78,313.03	\$79,487.72	\$80,680.04	\$81,890.24

Administration:

Position		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mayor											Year/Step										
	Hourly	33.1	33.83	34.51	35.2	36.9	36.62	37.35	38.1	38.86	39.64	40.43	41.24	42.07	42.91	43.77	44.34	45.54	46.45	47.37	48.32
	Monthly	5750	5,865	5,982	6,102	6,224	6,348	6,475	6,605	6,737	6,872	6,975	7,079	7,186	7,293	7,403	7,514	7,627	7,741	7,857	7,975
	Annual	69,000	70,380	71,788	73,223	74,688	76,182	77,705	79,259	80,844	82,461	83,698	84,954	86,228	87,522	88,834	90,167	91,519	92,892	94,286	95,700
City Clerk	32.48	32.48	33.45	34.46	35.49	36.56	37.65	38.78	39.95	41.14	42.38	42.39	43.02	43.67	44.32	44.99	45.66	46.35	47.04	47.75	48.47
		5630	5,799	5,973	6,152	6,336	6,527	6,722	6,924	7,132	7,239	7,347	7,458	7,569	7,683	7,798	7,915	8,034	8,154	8,277	8,401
		67,558	69,585	71,673	73,823	76,038	78,319	80,668	83,088	85,581	88,165	88,168	89,490	90,833	92,195	93,578	94,982	96,406	97,852	99,320	100,810
City Manager	42.96	42.96	44.25	45.58	46.94	48.35	49.80	51.30	52.84	54.42	56.05	56.89	57.75	58.61	59.49	60.39	61.29	62.21	63.14	64.09	65.05
		7446	7,670	7,900	8,137	8,381	8,632	8,891	9,158	9,433	9,716	9,862	10,010	10,160	10,312	10,467	10,624	10,783	10,945	11,109	11,276
		89,357	92,038	94,799	97,643	100,572	103,589	106,697	109,898	113,195	116,590	118,339	120,114	121,916	123,745	125,601	127,485	129,397	131,338	133,308	135,308
Chief Financial Officer	36.64	36.64	37.74	38.87	40.04	41.24	42.48	43.75	45.06	46.41	47.81	48.53	49.26	50.00	50.75	51.51	52.28	53.07	53.86	54.67	55.49
		6352	6,543	6,739	6,941	7,149	7,364	7,585	7,812	8,047	8,288	8,412	8,538	8,666	8,796	8,928	9,062	9,198	9,336	9,476	9,618
		76,224	78,511	80,866	83,292	85,791	88,365	91,015	93,746	96,558	99,455	100,947	102,461	103,998	105,558	107,141	108,748	110,380	112,035	113,716	115,422
HR Generalist/Specialist	25.44	25.44	26.20	26.99	27.80	28.63	29.49	30.37	31.28	32.22	33.19	33.69	34.70	35.74	36.81	37.91	39.05	40.22	41.43	42.67	43.95
		4,409	4,541	4,678	4,818	4,962	5,111	5,265	5,423	5,585	5,753	5,839	6,014	6,195	6,380	6,572	6,769	6,972	7,181	7,397	7,619
		52,908	54,495	56,130	57,814	59,548	61,335	63,175	65,070	67,022	69,033	70,068	72,170	74,336	76,566	78,863	81,229	83,665	86,175	88,761	91,423
HR Manager	32.06	32.06	33.02	34.01	35.03	36.08	37.17	38.28	39.43	40.61	41.83	42.46	43.10	43.74	44.40	45.06	45.74	46.43	47.12	47.83	48.55
		5557	5,724	5,895	6,072	6,255	6,442	6,635	6,834	7,040	7,251	7,359	7,470	7,582	7,696	7,811	7,928	8,046	8,168	8,290	8,415
		66,685	68,685	70,746	72,868	75,054	77,306	79,625	82,014	84,474	87,009	88,314	89,638	90,983	92,348	93,733	95,139	96,566	98,014	99,485	100,977
Deputy Accountant	29.97	29.97	30.87	31.80	32.75	33.73	34.74	35.79	36.86	37.97	39.10	39.69	40.29	40.89	41.50	42.13	42.76	43.40	44.05	44.71	45.38
		5,195	5,351	5,511	5,676	5,847	6,022	6,203	6,389	6,581	6,778	6,880	6,983	7,088	7,194	7,302	7,411	7,523	7,635	7,750	7,866
		62,338	64,208	66,134	68,118	70,162	72,266	74,434	76,667	78,967	81,336	82,586	83,795	85,052	86,328	87,622	88,937	90,271	91,625	92,999	94,394
AP/Sales Tax Clerk	22.60	22.60	23.28	23.98	24.70	25.44	26.20	26.99	27.80	28.63	29.49	29.93	30.38	30.83	31.30	31.77	32.24	32.73	33.22	33.72	34.22
		3,917	4,035	4,156	4,281	4,409	4,541	4,678	4,818	4,962	5,111	5,188	5,266	5,345	5,425	5,506	5,589	5,673	5,758	5,844	5,932
		47,008	48,418	49,871	51,367	52,908	54,495	56,130	57,814	59,548	61,335	62,585	63,189	64,136	65,098	66,075	67,067	68,072	69,093	70,130	71,181

money, acts of exemplary service, special achievement award, and or similar action deemed worthy by the Department Head and the Mayor. These merit increase can be permanent or for a set period of time as determined by the Mayor and the Department Head.

- J. Acting Pay: Acting pay will be granted to ANY employee who covers the essential job duties of a vacated position for more than 30 days or other special circumstances as determined by the Mayor and Department Head. Acting Pay will be set at a 2 Step increase.

Sponsored by: Mayor Michael W. Welch
Introduced & Advanced: April 18, 2022
Possible Adoption: May 2, 2022

ORDINANCE 22-11

**AN ORDINANCE OF THE CITY OF NORTH POLE TO AMEND TITLE 4,
CHAPTER 4, PURCHASING**

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

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

WHEREAS, the City continues to grow and the need has come to increase spending limits and add new City positions.

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

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

SECTION 2. Title 4, Chapter 4, Section 16 Purchasing, is hereby amended in the North Pole Code of Ordinances as follows: [new text in red, deleted text in ~~strikethrough-red~~]

4.16.030 Purchase limits.

A. The limit of purchase of an article of personal property, supplies, services or construction items without prior Mayoral approval shall be ~~\$3,000~~ \$6,000 (~~three six~~ thousand dollars) for the City Clerk/~~Human Resources Manager~~, Human Resources Administrator, Public Works Supervisor, and Utility Supervisor, ~~Deputy Fire Chief and Police Lieutenant, Fire Chief and Police Chief. The limit of purchase of an article of personal property, supplies, services, or construction items without prior Mayoral approval shall be \$6,000 (six thousand dollars) for the Police Chief and Fire Chief.~~ The limit of purchase of an article of personal property, supplies, services or construction items without prior Mayoral approval shall be \$12,000 (twelve thousand dollars) for the Director of City Services, Police Chief, Police Lieutenant, Fire Chief and Deputy Fire Chief/Assistant Fire Chief. The limit of purchase of an article of personal property, supplies, services or construction items without prior City Council approval for the Mayor shall be ~~\$20,000~~ \$24,000 (~~twenty twenty four~~ thousand dollars). A review of available sources and quotations to ascertain the most cost-effective means will be

39 conducted prior to the purchase. In the event of an emergency, the Mayor shall be
40 authorized to purchase personal property exceeding the maximum dollar limit; providing,
41 such purchase shall not be subject to Section 12.3(c) of the Home Rule Charter.
42 "Emergency" shall be defined in accordance with Section 1.6(k) of the Home Rule
43 Charter. "Emergency" as defined in Charter Section 1.6(k) means a situation in which
44 there exists a necessity to preserve public peace, health or safety. A record of each
45 emergency procurement shall be made listing the business name and items or services
46 purchased.

47
48 **Section 3.** Effective date. This ordinance shall become effective immediately upon
49 passage.

50
51 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City
52 Council this _____ day of May, 2022.

53
54
55
56 _____
57 Michael W. Welch, Mayor

58 **ATTEST:**

59
60
61 _____
62 Melissa Dionne, City Clerk
63
64

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
Resolution 22-12**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO ESTABLISH THE
RATE OF TAX LEVY FOR 2022 REAL PROPERTY TAXES OF THE
CITY OF NORTH POLE**

WHEREAS the real property assessment rolls have been completed, and the Fairbanks North Star Borough Assessor's Office has advised the City Mayor that the net taxable value of real property, as defined by AS 29.71.800 within the City of North Pole Alaska, is estimated at **\$1,090,566**.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH POLE, ALASKA, as follows:

Section 1. the rate of levy on the net assessed value of taxable real property is hereby fixed at **4.00 mills** for municipal purposes within the City of North Pole.

Section 2. the taxes levied hereby are due, delinquent and subject to penalties and interest as provided by the Fairbanks North Star Borough Code.

Section 3. Taxes in any given year may be paid in two equal installments. The first half of taxes thus levied shall be due on the first day of September in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day. The second half of taxes thus levied shall be due on the first day of November in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day.

Section 4. Effective Date. This ordinance shall be effective on the first City business day following its adoption.

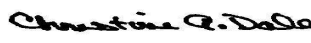
PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this __ day of May, 2022.

Michael W Welch, Mayor

ATTEST:

Melissa Dionne,
North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WC1JUW13077348		PAGE 1 OF 55	
2. CONTRACT NO. W911KB22C0007		3. AWARD/EFFECTIVE DATE 26-Apr-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KB22R0032	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ERNEST L WOODS III		b. TELEPHONE NUMBER (No Collect Calls) 907-753-2547		6. SOLICITATION ISSUE DATE 05-Apr-2022	
9. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALASKA CEPOA-CT-SP PO BOX 6898 JBER AK 99506-0898 TEL: FAX:		CODE W911KB		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 922120 SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR CITY OF NORTH POLE CITY OF NORTH POLE STEVE DUTRA 125 SNOWMAN LN NORTH POLE AK 99705-7708 TELEPHONE NO. 907-488-6902		CODE 3BZ20		FACILITY CODE 3BZ20		18a. PAYMENT WILL BE MADE BY U.S. ARMY ENGINEER DISTRICT, ALASKA C/O USACE FINANCE CENTER 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$92,849.58	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. STEVE DUTRA'S OFFER DATED <u>13-Apr-2022</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CHRISTINE A DALE / Contracting Officer TEL: 907-753-5618 EMAIL: christine.a.dale@usace.army.mil		31c. DATE SIGNED 28-Apr-2022	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 55	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i> 42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$92,849.58	\$92,849.58 NTE

BASE YEAR: 1 MAY 2022 - 30 APR 2023

LH

The contractor shall, in accordance with the terms and conditions of the contract, furnish all labor, material (other than those expressly documented to be furnished by the Government), and perform/provide what is necessary for or incidental to the statement of work. Service Contract Act Wage Determination 2015-5683 (Rev 15) is attached and made a part of this solicitation and any resultant contract.

LABOR SCHEDULE

Category: Law Enforcement Officer

Rate Title: Holiday Premium

Rate: 53.24

Sub-Category: Base Year

Category: Law Enforcement Officer

Rate Title: Overtime

Rate: 80.58

Sub-Category: Base Year

Category: Law Enforcement Officer

Rate Title: Straight Time

Rate: 64.14

Sub-Category: Base Year

Category: Police Vehicle

Rate Title: Hour

Rate: 38.01

Sub-Category: Base Year

FOB: Destination

PSC CD: R430

TOT ESTIMATED PRICE
CEILING PRICE

\$92,849.58 NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	PROVIDED FOR FUNDING INFORMATION FFP FY22 CHENA REC LE CONTRACT 501036 [501036] MILSTRIP: WC1JUW13077348 PURCHASE REQUEST NUMBER: WC1JUW13077348				\$0.00
				NET AMT	\$0.00
ACRN AA CIN: WC1JUW130773480001					\$92,849.58

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	OPTION YEAR 1: 1 MAY 2023 - 30 APR 2024 LH	1	Job	\$95,622.24	\$95,622.24 NTE

The contractor shall, in accordance with the terms and conditions of the contract, furnish all labor, material (other than those expressly documented to be furnished by the Government), and perform/provide what is necessary for or incidental to the statement of work. Service Contract Act Wage Determination 2015-5683 (Applicable Revision) is attached and becomes effective with the exercise of this option.

LABOR SCHEDULE

Category: Law Enforcement Officer
Rate Title: Holiday Premium
Rate: 54.86
Sub-Category: Option Year One

Category: Law Enforcement Officer
Rate Title: Overtime
Rate: 83.00
Sub-Category: Option Year One

Category: Law Enforcement Officer
Rate Title: Straight Time
Rate: 66.06
Sub-Category: Option Year One

Category: Police Vehicle
Rate Title: Hour
Rate: 39.14
Sub-Category: Option Year One

FOB: Destination
PSC CD: R430

TOT ESTIMATED PRICE	\$95,622.24 NTE
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	OPTION YEAR 2: 1 MAY 2024 - 30 APR 2025 LH	1	Job	\$98,503.14	\$98,503.14 NTE

The contractor shall, in accordance with the terms and conditions of the contract, furnish all labor, material (other than those expressly documented to be furnished by the Government), and perform/provide what is necessary for or incidental to the statement of work. Service Contract Act Wage Determination 2015-5683 (Applicable Revision) is attached and becomes effective with the exercise of this option.

LABOR SCHEDULE

Category: Law Enforcement Officer
Rate Title: Holiday Premium
Rate: 56.51
Sub-Category: Option Year Two

Category: Law Enforcement Officer
Rate Title: Overtime
Rate: 85.49
Sub-Category: Option Year Two

Category: Law Enforcement Officer
Rate Title: Straight Time
Rate: 68.05
Sub-Category: Option Year Two

Category: Police Vehicle
Rate Title: Hour
Rate: 40.32
Sub-Category: Option Year Two

FOB: Destination
PSC CD: R430

TOT ESTIMATED PRICE	\$98,503.14 NTE
CEILING PRICE	

PRICE SCHEDULE

**Law Enforcement Services
Chena River Lakes Flood Control Project**

Base Period:

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
1	City of North Pole Officer, Straight Time (1 May to 30 September 2022)	850	Hour	\$ 64.14	\$ 54,519.00
2	City of North Pole Police Vehicle (1 May to 30 September 2022)	890	Hour	\$38.01	\$ 33,828.90
3	City of North Pole Officer, Overtime (1 May to 30 September 2022)	40	Hour	\$ 80.58	\$ 3,223.20
4	City of North Pole Officer, Holiday Premium (1 May to 30 September 2022)	24	Hour	\$ 53.27	\$ 1,278.58
				TOTAL	\$ 92,849.58

Option Year 1:

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
5	City of North Pole Officer, Straight Time (1 May to 30 September 2023)	850	Hour	\$ 66.06	\$ 56,151.00
6	City of North Pole Police Vehicle (1 May to 30 September 2023)	890	Hour	\$ 39.14	\$ 34,834.60
7	City of North Pole Officer, Overtime (1 May to 30 September 2023)	40	Hour	\$ 83.00	\$ 3,320.00
8	City of North Pole Officer, Holiday Premium (1 May to 30 September 2023)	24	Hour	\$ 54.86	\$ 1,316.64
				TOTAL	\$ 95,622.24

Option Year 2:

ITEM	ITEM NAME	QUANTITY	UNIT	HOURLY RATE	TOTAL
9	City of North Pole Officer, Straight Time (1 May to 30 September 2024)	850	Hour	\$ 68.05	\$ 57,842.50
10	City of North Pole Police Vehicle (1 May to 30 September 2024)	890	Hour	\$ 40.32	\$ 35,884.80
11	City of North Pole Officer, Overtime (1 May to 30 September 2024)	40	Hour	\$ 85.49	\$ 3,419.60
12	City of North Pole Officer, Holiday Premium (1 May to 30 September 2024)	24	Hour	\$ 56.51	\$ 1,356.24
				TOTAL	\$ 98,503.14

**City of North Pole
Performance Work Statement
For
2022-2024 Law Enforcement Services
U.S. Army Corps of Engineers, Chena River Lakes Flood Control Project**

1.0 Scope of Work

The City of North Pole, Alaska (CNPA) will provide guaranteed increased law enforcement services on lands and waters administered by the U.S. Army Corps of Engineers (USACE) at the Chena River Lakes Flood Control Project in addition to the normal level of service. This contracted service is Federally authorized through 42 USC sec 1962d-5d(a). USACE has proprietary jurisdiction over all Project lands and waters in accordance with Federal regulations contained within Title 36, Code of Federal Regulations, CH III, Part 327, and CNPA shall have jurisdiction to enforce all state and local laws as may exist. Concurrent patrol and enforcement service by both the USACE and the CNPA is an optimal approach to assuring a safe and healthful environment for public use of USACE project land and waters.

This contract is for a Base Period plus two (2) option years per the Government's discretion.

2.0 Definitions

Throughout this contract terms are defined as follows:

Contracting Officer (KO): The Government employee who is authorized to enter into, administer, and/or terminate contracts and make related determinations and findings.

Contracting Officer's Representative (COR): The Government employee who is the Project Manager, or designated employee, at Chena River Lakes Flood Control Project responsible for providing continuous technical oversight of the contractor's performance on this contract. The COR is the local point of contact for the contractor. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

Quality Assurance Evaluator (QAE): The Government employees responsible for assisting the COR by providing technical oversight of CNPA performance.

Contract Discrepancy Report (CDR): A written record of unsatisfactory performance by CNPA as observed by the Quality Assurance Evaluator (QAE), Attachment D.

U.S. Army Corps of Engineers (USACE): U.S. Federal Government.

City of North Pole, Alaska (CNPA): Contractor.

3.0 Government Shall Furnish

USACE shall provide any necessary keys for gate closures and openings. The CNPA shall maintain a key register to keep track of any provided USACE keys. All occurrences of lost or stolen keys shall be reported to the COR within 24 hours of loss. Government issued keys shall not be duplicated. USACE shall provide fuel for ATV and snow machine use during scheduled patrols.

4.0 CNPA Shall Furnish

CNPA shall furnish all labor, transportation, and equipment necessary to perform the work required under these specifications. Equipment shall be that typical of accredited law enforcement agencies.

5.0 Performance Standards and Guideline Requirements

5.1 Description of Work Area

The following USACE administered lands and waters within the Chena River Lakes Flood Control Project, which shall receive guaranteed extra patrol services, include Project entrance road corridor, dam structure and outlet works, bicycle trails, Kiosk Area, Piledriver Slough access areas, Bathing Beauty Pond, Moose Creek Bluff, Moose Creek Landing Road and Day Use Area, Floodway, and Moose Creek Acres Berm. The majority of patrols and officer presence will be in areas with the most occupancy to maximize visual presence and effectiveness.

5.2 Period of Service

Regularly scheduled patrols shall begin no earlier than 01 May and shall end no later than 30 September. The patrol period will cover approximately 22 weeks of continuous service from the contractor.

The base year will commence on date of award. Option years may be exercised at the discretion of the Government.

5.3 Level of Services

The Alaska State Troopers currently provide basic levels of patrol service, which vary from year to year depending on circumstances, at the Project and surrounding lands as part of their existing law enforcement duties. This contract provides for guaranteed scheduled patrols. All patrols are planned to enhance visitor safety at USACE projects, to promote water safety, and to ensure compliance with all applicable laws.

CNPA must provide quality control for the services performed by following the duties and responsibilities listed below:

- 1) CNPA shall provide one or more officers who will be fully qualified and authorized to issue both misdemeanor and felony citations, to make arrests, and to carry out the full range of duties expected of a full-time law enforcement officer. The officer(s) shall have jurisdictional authority throughout the Project to enforce State laws. The officer(s) shall be equipped with a typical CNPA vehicle (unmarked vehicles will not be permitted for any patrols conducted under this contract), uniform, radio(s), cell phones, and related equipment suitable for uniformed patrol. The officer(s) shall be trained and able to operate all-terrain vehicles. The officer(s) shall be on-site and perform patrols as listed in section 5.4.
- 2) Performs administrative contract tasks as necessary to ensure contract requirements are fully met.
- 3) Supports and carries out USACE policies. Maintains a cooperative working relationship with the COR, USACE employees, visitors, and federal, state and local Government agencies.
- 4) For all days when any work is performed, CNPA shall keep a daily patrol log (Appendix B) reporting all activities performed. It will be assumed that if the daily logs are not being submitted at least monthly, that quality control is not being implemented, and that CNPA therefore are not providing the patrols required by this contract. Submittal of daily patrol logs will be in accordance with Section 5.4(d) and 5.9.
- 5) The intent of this contract is for the officer(s) to provide maximum visibility and presence. The officer(s) shall patrol in typical marked CNPA vehicles, on foot, and/or by all-terrain vehicles.

USACE will evaluate CNPA performance for those tasks listed in this statement of work in accordance with the methods described herein. The COR will retain such records.

CNPA shall attend an annual pre-work conference prior to the commencement of services, which will be scheduled by the COR. At minimum, a law enforcement personnel from the CNPA, who will be the primary law enforcement contact for this contract, will attend.

5.4 Patrols

For all patrols, officers are asked to provide a visible presence to make visitors aware that law enforcement officers are in the vicinity. Foot patrols are the preferred method for developed recreation areas and during busy times within any USACE park. Services shall include but not be limited to:

- a) The officer(s) shall stop at the office or call the on duty USACE Ranger at the beginning of each shift to give notice they are on duty.
- b) Enforcement of park rules (Title 36, Chapter III, Part 327 CFR).

- c) The officer shall operate traffic/speed radar on the primary Project entrance/access road as necessary to measure and control traffic speed along the road to prevent accidents.
- d) Keep a detailed legible patrol log for all activities performed, note all areas patrolled, public contacts, and provide a brief description of the contact.
- e) The intent of this contract is for the officer(s) to provide maximum visibility and presence. The officer(s) shall patrol in typical marked CNPA vehicles, on foot, by all-terrain vehicles or snowmachine.
- f) Assisting park visitors with general questions (i.e. where is the beach, campground, etc.) and concerns

5.5 Boat Patrol

The COR may request boat patrol(s), during scheduled hours, to be conducted with a USACE representative on the USACE patrol boat. This request will be coordinated through the COR and CNPA POC. Boat patrols will consist of one (1) uniformed officer aboard.

5.6 Unanticipated Events

If CNPA experiences unforeseen law enforcement staffing difficulties due to COVID-19, CNPA will not be required to provide patrols at the level otherwise required under this contract if it presents undue hardship to the City of North Pole Police Department. In this case, CNPA shall resume the level of service required under this contract as staffing permits.

5.7 Schedule Guidelines and Requirements

The following are guidelines to help assist when scheduling for patrols.

- 1) Officers shall supply the Chena Project Manager/COR with their weekly work schedule in advance of the work week.
- 2) Patrols are based on paying for one (1) officer.
- 3) Law enforcement patrols shall occur on average 40 hours per week, generally Thursday thru Sunday for 10 hours per day. The total number of hours worked under this contract in a calendar year shall not exceed **850** hours regular time; **40** hours overtime; and **24** hours holiday time.
- 4) If USACE requested work for an individual officer exceeds 40 hours in a week then overtime wages will be paid.
- 5) Patrols shall coincide with the hours of greatest use by the Project visitors for approximately 10 hours per day, between the hours of 1000 to 2400 hrs. each scheduled

day. CNPA is encouraged to rotate starting/work hours so as not to establish a predictable patrol pattern.

- 6) Any time spent off-project in excess of 30 minutes per incident will be added up each month, rounded to the nearest 1 hour, and deducted from the total hours worked for the month as based on the monthly law enforcement logs. However, if an incident directly related to Chena Project activities requires significant off-project processing (i.e., DUI arrest), then CNPA may record this time as billable hours and record these efforts within the monthly law enforcement logs. If authorized by the COR, time logged off the project may be offset to another day within the invoice period. If the time is offset the payment of overtime by the USACE is not permitted when on duty for offset time.

5.8 Reports and Communications

- a) Reportable Incidents: USACE will provide a list of personnel to CNPA for the reporting of serious incidents. Incidents involving a public fatality shall be reported via telephone within two (2) hours to the designated USACE officials as outlined in Appendix C. Other serious incidents such as serious injury or credible physical security threat involving the dam shall be reported via telephone within two (2) hours.
- b) Communications via radio or cell phone with a USACE Park Ranger is strongly recommended while on duty.

5.9 Daily Patrol Log

CNPA shall record law enforcement service activities performed under this contract on a patrol log in Appendix B. Submit patrol logs to Justin.S.Kerwin@usace.army.mil by the fifth (5th) day of the following month. The officer(s) shall maintain a daily activity log recording all incidents, accidents, visitor assists and public contacts, including warnings (written & verbal) or citations issued. It is particularly important that any work (to include emergency responses and assists to AST) performed within the **Chena Lakes Recreation Area** (Lake and River Parks), that is leased to and operated by the FNSB, be noted separately for statistical purposes. A summary of the activity log shall be submitted to the Corps at the end of each month. Detailed written reports of major incidents such as traffic accidents, fatalities, theft, property damage, assaults and other such incidents shall be submitted to the Corps no later than the following scheduled workday. Time spent during project duty hours off-project responding to emergency calls, involvement in parades, special events, and trainings outside the scope of this contract will be recorded on the monthly log. Documentation will include incident/event, location, and total time spent off-project. Monthly reports supplied to the Chena River lakes Flood Control Project from CNPA need to be submitted by the fifth (5th) day of the following month.

5.10 Payments

CNPA shall furnish monthly invoices to the USACE evidencing completed performance of work done under this contract, and as the basis upon which payments may be made to CNPA. Invoices shall be emailed to:

- a. Justin.S.Kerwin@usace.army.mil
- b. Julie.L.Anderson@usace.army.mil
- c. Reyna.L.Volsky@usace.army.mil

The invoice shall include a summary sheet recapping the number of hours worked each day as logged on the daily patrol logs. CNPA will be paid only for those hours approved by the COR as being provided within the scope of this contract. The invoice shall be submitted by the tenth (10th) day of the following month.

6.0 Performance Requirement Summary

6.1 It is intended to ensure that the Government receives the services for which it contracted. The Government will only pay for services received. The Performance Requirements Summary (PRS) determines if CNPA meets the performance standards of the contract, as well as provides guidelines for how and when surveillance will be performed. It ensures timeliness, effectiveness, and that CNPA is delivering the results specified in the contract. Government contract quality assurance will be performed at such times and/or places as may be necessary to determine the services conform to contract requirements.

6.1.1 Performance Requirements Summary

These are the criteria against which the performance will be evaluated. Work shall be considered not to have been performed when any one of the following conditions exists in accordance to the Quality Assurance Surveillance Plan.

PERFORMANCE REQUIREMENTS SUMMARY			
Performance Objective	Performance Standard	Allowed Number of Discrepancies	Surveillance
Patrols Section 5.4	An average of 40 hours of regularly scheduled patrols are completed each week from 1 May to 30 Sep	1 per month	Random inspections.
Daily Patrol Log Section 5.9	Patrol logs are completed daily and submitted to COR by the 5 th of the following month.	1 per month	Random inspections.

6.2 Surveillance

Random inspections by the COR, in addition to complaints from project personnel, will serve as the surveillance method. If the COR discovers deficiencies and/or receives complaints, the COR will pass them on to CNPA's Quality Control Manager for correction.

6.2.1 Quality Control

CNPA, not USACE, is responsible for quality control actions necessary to meet the quality standards set forth by the contract. CNPA shall develop and submit his Quality Control Plan (QCP) for Government approval after award in compliance with the performance work statement prior to work commencing. Once accepted, the QCP shall be used by CNPA to ensure that they deliver quality service. The Government Quality Assurance Surveillance Plan (QASP) documents the surveillance methods that will be used to measure its performance against the standards in the contract and provides means by which the Government monitors and documents performance. Quality Assurance (QA) is the Government process that ensures CNPA delivers quality service. The surveillance methods identified above and in the QASP together with CNPA's QCP will help determine whether CNPA delivers the performance agreed to in the contract. The Government reserves the right under the Contract Terms and Conditions—Commercial Items (FAR 52.212-4) to inspect and test the services called for by the contract, to the extent practicable at all times and places during the term of the contract. Non-conforming services shall be rejected.

6.2.2 Unacceptable Performance

When performance is determined unacceptable, as defined in the Performance Requirements Summary, the Government Quality Assurance Evaluator (QAE) will inform CNPA's on-site representative that performance is unacceptable and provide written documentation by use of the form DD 5479, Contract Discrepancy Report, reference Appendix D. By initialing and dating the form, CNPA is only acknowledging notification of unacceptable performance. Disputes in surveillance should be referred to the Contracting Officer (KO).

6.2.3 Unacceptable Performance Notification

The QAE will notify the COR and the KO of less than acceptable performance. If any of the services do not conform to contract requirements, the Government may require CNPA to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defect(s) in services cannot be corrected by re-performance, the Government may require CNPA to take necessary action to ensure future performance conforms to contract requirements.

6.2.4 Correction of Non-Performance of Work

CNPA shall employ an adequate quantity of personnel to ensure that any area found to be not in compliance and therefore not acceptable, shall be made acceptable by the performance or re-

performance of the work, where such re-performance is possible, during the first business day after noncompliance has been observed by or reported to and verified by the COR.

6.3 Damages Caused by CNPA

CNPA shall be held accountable and liable to the Government for any damages to Government facilities, fixtures, furnishings, equipment, or grounds caused by CNPAs or their employees.

7.0 Safety

7.1 General Safety

CNPA shall comply with the safety standards contained in Corps of Engineers Manual, EM 385-1-1, "Safety and Health Requirements Manual", current at the time of award, as well as all the safety program of the enforcement agency (i.e. CNPA). Per Par. 01.A.17 of EM 385-1-1, the SSHO is only required to have the minimum listed requirements.

7.2 Safety Manual Requirements

CNPA and employees shall comply with all pertinent sections of the Corps of Engineer's Safety and Health Requirements Manual, EM 385-1-1, current at the time of award, and any subsequent revisions.

7.3 Personal Protective Apparel and Equipment

Protective apparel and equipment, as identified in the Activity Hazard Analysis (AHA), shall be provided to eliminate or minimize hazards to personnel. As a minimum, each employee shall wear a sleeved shirt, long trousers and safety-toe shoes or boots during all contract work. Hard hats, face shields, safety glasses with side-shields, or goggles, and hearing protection shall be worn by employees when required by safety manual. Fire extinguisher(s) and first aid kit(s) meeting the Safety Manual standards shall also be provided and easily accessible to all employees.

7.4 Accident Reporting

CNPA shall maintain accurate accident records and report accidents as prescribed by the COR. Accidents shall be reported within 24 hours of occurrence, and all serious accidents (those resulting in death or injury requiring medical attention or lost time) shall be reported immediately.

7.5 Damage Reports

In all instances where Government property, equipment, natural features, landscape, or trees are damaged by contract employees, an immediate notification shall be made to the COR. A full report of the incident and extent of such damage shall be submitted to the COR within two working days of occurrence, excluding weekends and holidays.

7.6 Contract Employees

All contract employees shall conduct themselves in a proper and courteous manner at all times. Contract employees shall comply with all provisions of Title 36, Chapter III, Part 327, CFR and obey all posted signs and regulations in the performance of the work under this contract. Being under the influence of or consuming alcoholic beverages or controlled substances by CNPA or employees while on duty is prohibited.

8.0 Special Requirements:

CNPA and all associated sub-contractors' employees shall comply with local security policies and procedures provided by Government representative.

9.0 Contracting Officer Authority:

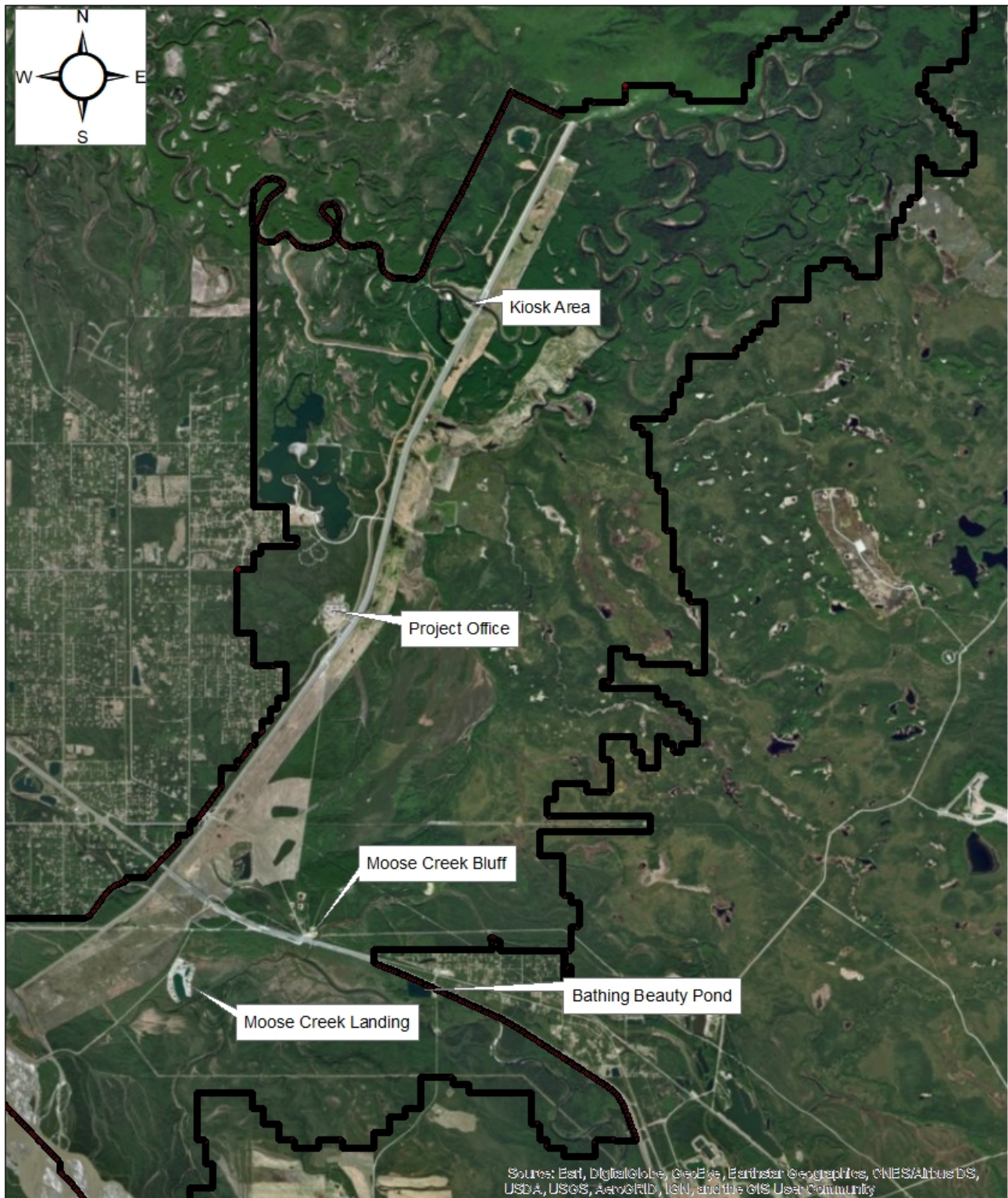
The USACE Contracting Officer is the only person with the authority to act as agent of the U.S. Government under this contract. Only the Contracting Officer has authority to:

- (1) direct or negotiate any changes in the Statement of Work or specifications;
- (2) modify or extend the period of performance;
- (3) change the delivery schedule; or
- (4) otherwise change any terms and conditions of this contract.

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

APPENDIX A
Maps and Exhibits

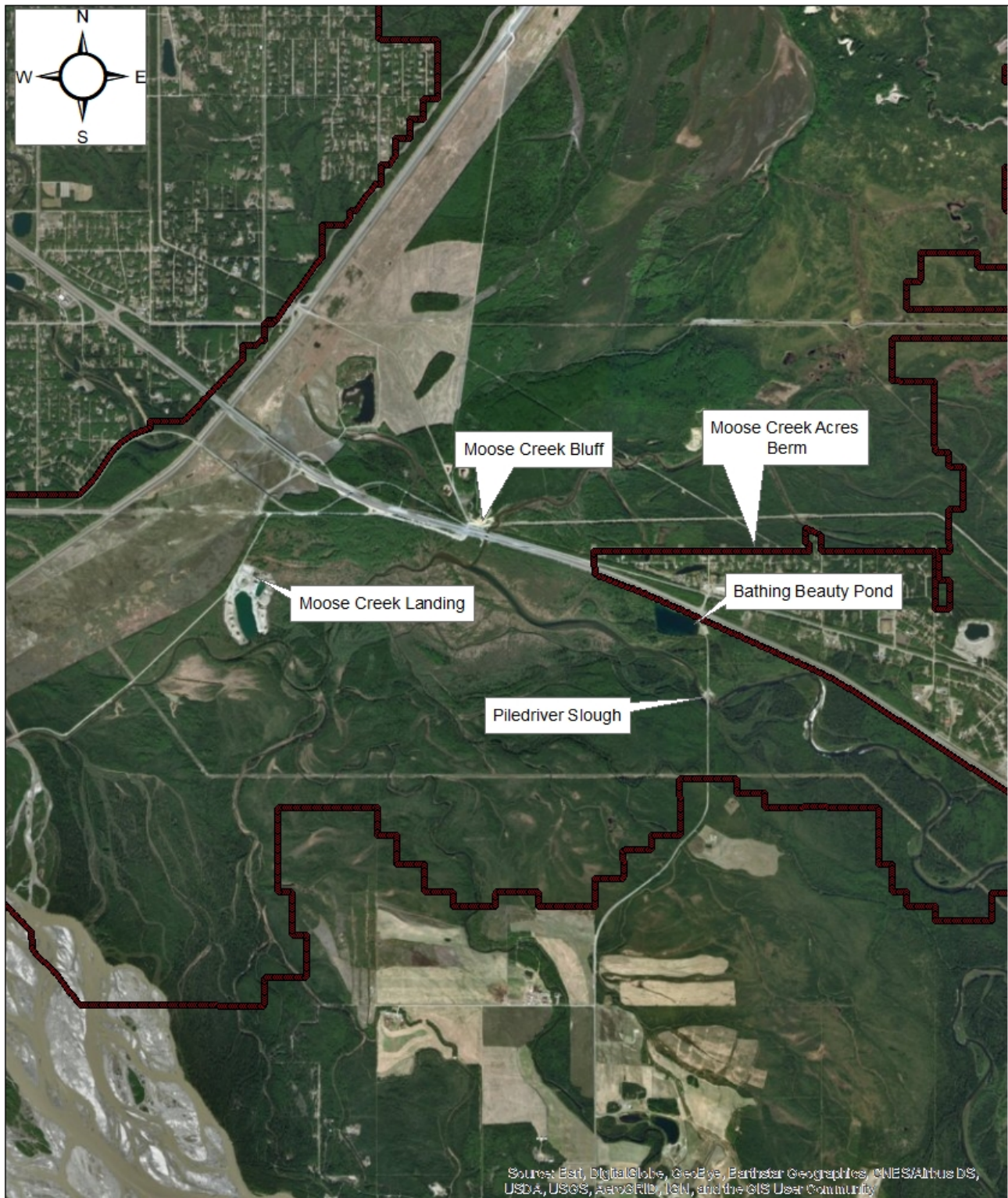
CHENA RIVER LAKES FLOOD CONTROL PROJECT



Kiosk Area, Control Works, River Park and Lake Park



Moose Creek Landing, Moose Creek Bluff and Bathing Beauty Pond



APPENDIX B

DAILY LAW ENFORCEMENT LOG

OFFICERS NAME: _____ DATE: _____

Shift Hours Worked ON GOVERNMENT PROPERTY: _____ - _____ P.M.

TOTAL NUMBER OF HOURS WORKED: _____

TOTAL NUMBER OF CONTACTS: _____

TOTAL NUMBER OF CITATIONS: _____

TOTAL NUMBER OF ARRESTS: _____

1. CONTACTS:

<u>Number</u>	<u>Type</u>	<u>Disposition</u>
---------------	-------------	--------------------

2. CITATIONS:

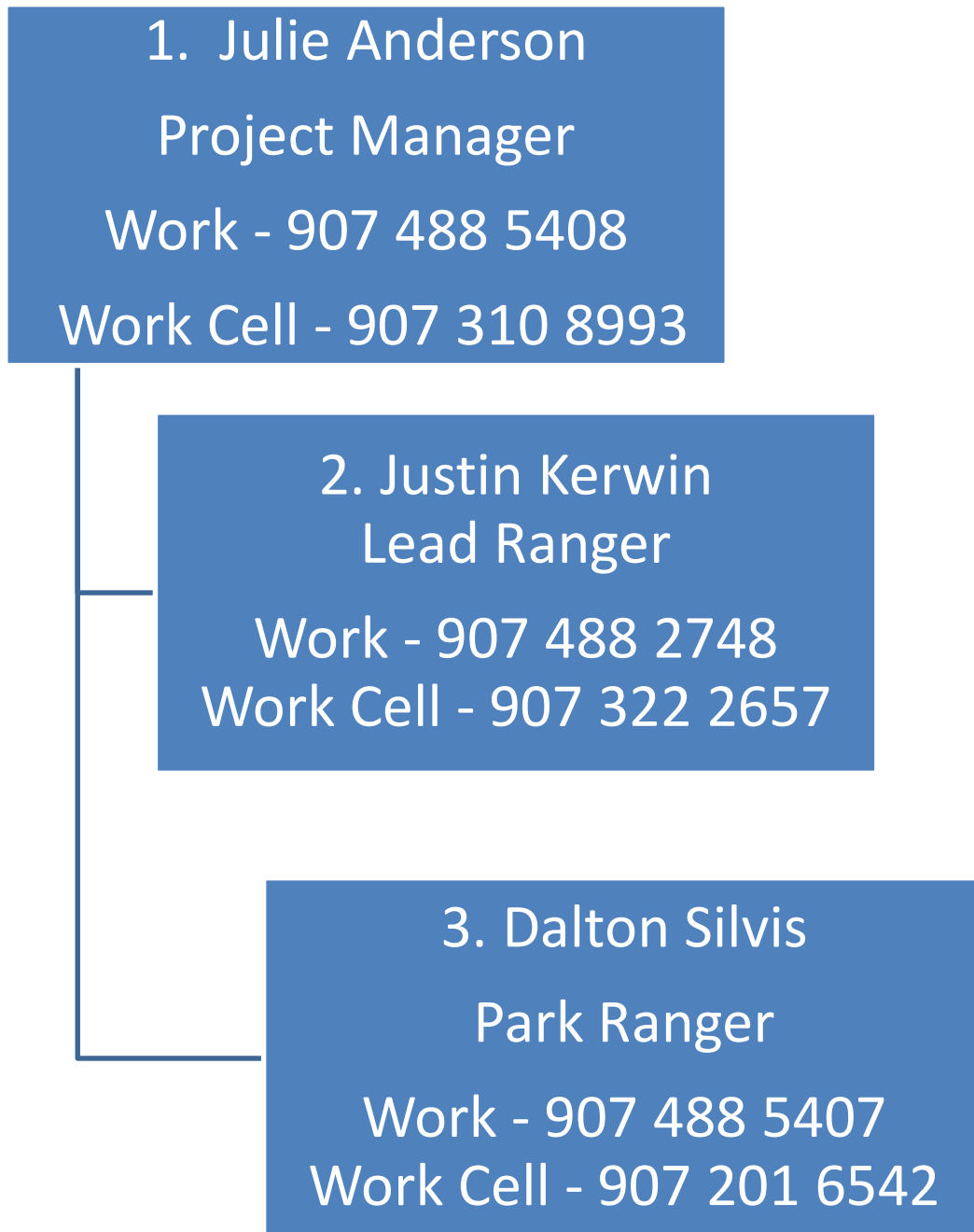
<u>Number</u>	<u>Type</u>	<u>Disposition</u>
---------------	-------------	--------------------

3. ARRESTS:

<u>Number</u>	<u>Type</u>	<u>disposition</u>
---------------	-------------	--------------------

OFFICERS'S SIGNATURE

APPENDIX C
Incident Reporting Structure



APPENDIX D

Contractor Discrepancy Report

CONTRACT DISCREPANCY REPORT For use of this form, see DA PAM 5-20; the proponent agency is ACSIM.			1. CONTRACT NUMBER 	
2. TO: <i>(Contractor and Manager Name)</i> 			3. FROM: <i>(Name of QAE)</i> 	
DATES				
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE	
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference in PWS / Directive. Attach continuation sheet if necessary.)</i> 				
5. SIGNATURE OF CONTRACTING OFFICER <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"></div> <div style="width: 5%; text-align: center;"> </div> <div style="width: 50%;"></div> </div>				
6. TO: <i>(Contracting Officer)</i> 			7. FROM: <i>(Contractor)</i> 	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i> 				
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"></div> <div style="width: 5%; text-align: center;"> </div> <div style="width: 50%;"></div> </div>				10. DATE
11. GOVERNMENT EVALUATION <i>(Acceptance, partial acceptance, rejection; attach continuation sheet if necessary)</i> 				
12. GOVERNMENT ACTIONS <i>(Payment deduction, cure notice, show cause, other.)</i> 				
CLOSE OUT				
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE	
QAE				
CONTRACTING OFFICER				

QUALITY ASSURANCE SURVEILLANCE PLAN

1. **PURPOSE.** This Quality Assurance Surveillance Plan (QASP) is a Government-developed document used to ensure that the Government receives quality services, and pays only for services actually provided. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish.

2. **SCOPE.** The role of Government Quality Assurance is to ensure contract standards are achieved. The QASP provides guidelines and methods for the Government's oversight of the Contractor's quality control efforts to assure timely, effective services are provided IAW the contract/order. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract.

3. ROLES AND RESPONSIBILITIES.

a. **Contracting Officer (KO):** A person duly appointed with the authority to enter into, administer and terminate contracts on behalf of the Government. The KO is the only person who can legally obligate the Government. The KO, as the Government's agent, is the only individual that can modify the contract/order. The KO is the final authority for determining the adequacy of the Contractor's performance. The KO decisions arising under or relating to the contract are final.

b. **Contracting Officer's Representative (COR):** An individual designated in writing by the KO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor's performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the KO.

c. **Quality Assurance Evaluator (QAE):** An individual designated by the requiring activity, typically the Section or Branch Chief, to assist the COR and provide technical oversight of the Contractor's performance. The QAE's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and required quality and standard of practice are achieved. When a surveillance observation results in an unacceptable evaluation, the QAE will report the unacceptable performance to the COR. The QAE is not authorized to direct work, direct performance, change the contract, or in any way obligate payment of funds by the Government.

4. **METHODS OF SURVEILLANCE.** Surveillance is performed by the Government to provide objective quality evidence that there is a reasonable level of confidence that the services provided by the Contractor have met all the requirements of the contract before authorizing payment. Typical work to be conducted under this contract are field surveys including topographic, hydrographic, aerial mapping (LiDAR), GPS control, boundary establishment, office computations, and other specialized surveys. The primary methods of surveillance are reviews of mapping products, periodic assessments of services and customer feedback.

a. **Periodic Assessment of Services:** For services that occur over a number of months, the COR will evaluate Contractor performance on a quarterly basis or at agreed upon project milestones and upon completion of services. Generally, the Government will rely on the Contractor's Quality Control system to ensure that services conform to contract quality requirements before they are tendered to the Government for acceptance.

b. Customer Feedback: Customer feedback is typically obtained via telephone or email. Telephonic customer complaints must be followed up in writing/email. To be considered valid, the customer complaint must clearly articulate the nature of the complaint, time, date, etc. The COR will investigate the complaint, if determined valid, the COR will advise the KO and the Contractor of the deficiency. Copies of valid complaints and the resolution must be retained in the official contract file.

5. SURVEILLANCE PROCEDURES.

a. The COR will develop a schedule of products and milestones based on the Scope of Work. The reviews and/or surveillance outlined in the schedule will be as detailed and in-depth as necessary to provide the Government with the objective quality evidence required to support acceptance of contract invoices. The schedule will identify the date of review or inspection, and activity or product to be monitored or reviewed. Additional inspections may be added as needed for field or testing activities.

b. The COR/QAE will monitor performance in accordance with the schedule and will ensure all services required by the contract are successfully performed to an acceptable level of quality. All field or office inspections will be documented and include as a minimum date and time, who performed the inspection, what was inspected, to what standard and the results. Successful or exceptional performance will be documented as well as deficiencies in Contractor performance. Documentation will be maintained for future reference, audit, and proof of inspection. Any uncorrected or unacceptable observation will result in an unacceptable rating, a corrective action request to the Contractor and notification to the KO.

c. The COR will notify the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR/QAE will record the contract requirement, the specific deficiency to the requirement; the date and time it was discovered, and have the Contractor acknowledge the notification. The Contractor will be required to correct the deficiency in accordance with requirements of the contract. Critical deficiencies that will prevent adequate performance of the contract that are not corrected within the project schedule will be reported to the Contracting Officer.

d. The COR will report to the KO more serious (systemic in nature) deficiencies or recurring deficiencies in the same area that could indicate a trend. The KO will notify the Contractor and request corrective action. The KO may require the Contractor to re-perform any services that do not meet contract requirements at no additional cost to the Government. The Contractor will return a copy of the completed and signed CDR to the KO for inclusion in the contract/order file.

e. The COR/QAE will re-inspect items that were found deficient to ensure corrections were made within the timeframe outlined in the contract or other agreed upon time. The COR/QAE will not consider the services complete until all deficiencies have been corrected. Contractor's failure to complete corrective actions will be reported immediately to the KO for further action.

f. Upon satisfactory completion of work, the COR/QAE will accept the services provided and authorize payment, by approving the Contractors invoice.

6. SURVEILLANCE STANDARD. The performance Standard set forth in the Statement of Work/Scope of Work/Performance Work Statement, whichever is applicable to the contract/task order, is the standard the Contractor must meet for the services to be deemed acceptable. Generally, under commercial service contracts, the Government is relying on the Contractor's assurances that the services conform to contract requirements. Consistent with FAR 52.212-4, Contract Terms and Conditions, (a) Inspection and Acceptance, the Contractor shall only tender for acceptance those services that conform to the requirements of the contract/task order. The government may require re-performance of nonconforming services at no increase in contract price. The Government reserves the right to refuse acceptance of nonconforming services. In no case shall the Government's right to inspect services under the inspection provision of the contract be prejudiced.

7. QUALITY ASSURANCE SURVEILLANCE DOCUMENTATION.

- a. The following shall be documented in the virtual contracting enterprise system (CORT):
 - i. Copy of the COR appointment letter from the KO, any changes to that letter, and any termination letters
 - ii. Training Certifications for COR
 - iii. Copy of the applicable Quality Assurance Surveillance Plan (QASP)
- b. The following shall be maintained electronically by the COR
 - i. Copy of the contract and all contract modifications
 - ii. Copy of each task order scope of work
 - iii. Copy of the contractor's Work, Safety, and Sampling Plans
 - iv. Correspondence initiated by authorized representatives (Contractor or Government) concerning performance of the contract
 - v. Records of onsite inspections, trip reports, or other surveillance performed and the results.
 - vi. Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the contract or contract performance
- c. Engineering product reviews should be maintained in Dr. Checks
- d. Alternate forms of review, such as memorandum or email
- e. Performance of each task order shall be documented at each progress payment and CPARS evaluation completed

8. RECORDS: All records will be retained for the life of this contract.

9. CHANGES: The QASP is a living document and, as such, may be changed as needed. The COR will coordinate changes with the KO.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	Destination	Government
000101	N/A	N/A	N/A	N/A
1001	N/A	N/A	Destination	Government
2001	N/A	N/A	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAY-2022 TO 30-APR-2023	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
1001	POP 01-MAY-2023 TO 30-APR-2024	N/A	N/A FOB: Destination	
2001	POP 01-MAY-2024 TO 30-APR-2025	N/A	N/A FOB: Destination	

**CONTRACT NUMBER W911KB22C0007 MUST BE REFERENCED
ON INVOICE IN ORDER FOR PAYMENT TO BE MADE.**

SEND INVOICES TO:

1 COPY:

REYNA VOLSKY: Reyna.L.Volsky@usace.army.mil

1 COPY:

U.S. ARMY ENGINEER DISTRICT, ALASKA
ATTN: CEPOA-RM
P.O. BOX 6898
JOINT BASE ELMENDORF-RICHARDSON, ALASKA 99506-0898

DLL-CEPOA-Accounts-Payables@usace.army.mil

Contact Information:

E-Mail: DLL-CEPOA-Accounts-Payables@usace.army.mil

Fax Machine: (907) 753-2591

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082431 2510K9GDCK072738 NA 96951
AMOUNT: \$92,849.58

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	WC1JUW130773480001	\$92,849.58

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	OCT 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2021)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (JUN 2020) of 52.219-9.

___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, **Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).**

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

X (22) (i) 52.219-28, **Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).**

____ (ii) Alternate I (MAR 2020) of 52.219-28.

____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, **Convict Labor (JUN 2003) (E.O. 11755).**

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X (29) 52.222-21, **Prohibition of Segregated Facilities (APR 2015).****X** (30)(i) 52.222-26, **Equal Opportunity (SEPT 2016) (E.O. 11246).**

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, **Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).**

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, **Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).**

____ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, **Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).**

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, **Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).**

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (37)(i) **52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)**

_____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

_____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

_____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (OCT 2015) of 52.223-13.

_____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (JUN 2014) of 52.223-14.

_____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

_____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (JUN 2014) of 52.223-16.

 X (44) **52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).**

_____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

_____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

_____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

_____ (ii) Alternate I (JAN 2017) of 52.224-3.

_____ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

_____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

_____ (ii) Alternate I (JAN 2021) of 52.225-3.

_____ (iii) Alternate II (JAN 2021) of 52.225-3.

_____ (iv) Alternate III (JAN 2021) of 52.225-3.

_____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

 x (7) **52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).**

 X (8) **52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).**

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) **X** (A) **52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).**
 _____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **at any time prior to contract expiration.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **at any time prior to contract expiration**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **three (3) years and six (6) months.**

(End of clause)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every

two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial product or commercial service in Federal Acquisition Regulation (FAR) 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

- (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with FAR subpart 31.2 in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--
- (i) Comprised only of costs that are clearly excluded from the hourly rate;
 - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
 - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall--
- (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
- (d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the

ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).
- (3) Place of performance of the services.
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (5) Method of shipment or packing of supplies.
- (6) Place of delivery.
- (7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

- (1) Ceiling price.
- (2) Hourly rates.
- (3) Delivery schedule.
- (4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

(a) Definitions. As used in this clause –

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified. (i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://acquisition.gov/comp/far/index.html>

(End of clause)

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2015-5683
Daniel W. Simms	Division of	Revision No.: 15
Director	Wage Determinations	Date Of Last Revision: 03/15/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:		With certain exceptions Executive Order 14026 applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022:		With certain exceptions Executive Order 13658 applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

State: Alaska

Area: Alaska Borough of Fairbanks North

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.89
01012 - Accounting Clerk II		21.22
01013 - Accounting Clerk III		23.73
01020 - Administrative Assistant		28.99
01035 - Court Reporter		20.45
01041 - Customer Service Representative I		14.64***
01042 - Customer Service Representative II		16.28
01043 - Customer Service Representative III		17.94
01051 - Data Entry Operator I		14.92***
01052 - Data Entry Operator II		17.86
01060 - Dispatcher Motor Vehicle		26.36
01070 - Document Preparation Clerk		16.29
01090 - Duplicating Machine Operator		16.29
01111 - General Clerk I		18.02
01112 - General Clerk II		19.65
01113 - General Clerk III		22.07
01120 - Housing Referral Assistant		22.80
01141 - Messenger Courier		15.60
01191 - Order Clerk I		17.00
01192 - Order Clerk II		18.55
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33

01263 - Personnel Assistant (Employment) III	23.79
01270 - Production Control Clerk	29.72
01290 - Rental Clerk	19.11
01300 - Scheduler Maintenance	18.27
01311 - Secretary I	18.27
01312 - Secretary II	20.45
01313 - Secretary III	22.80
01320 - Service Order Dispatcher	23.57
01410 - Supply Technician	28.99
01420 - Survey Worker	20.45
01460 - Switchboard Operator/Receptionist	16.73
01531 - Travel Clerk I	16.73
01532 - Travel Clerk II	18.46
01533 - Travel Clerk III	20.41
01611 - Word Processor I	16.29
01612 - Word Processor II	18.27
01613 - Word Processor III	20.45
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	29.33
05010 - Automotive Electrician	30.22
05040 - Automotive Glass Installer	28.38
05070 - Automotive Worker	28.38
05110 - Mobile Equipment Servicer	24.66
05130 - Motor Equipment Metal Mechanic	32.08
05160 - Motor Equipment Metal Worker	28.38
05190 - Motor Vehicle Mechanic	32.08
05220 - Motor Vehicle Mechanic Helper	22.82
05250 - Motor Vehicle Upholstery Worker	26.51
05280 - Motor Vehicle Wrecker	28.38
05310 - Painter Automotive	30.22
05340 - Radiator Repair Specialist	28.38
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	32.08
07000 - Food Preparation And Service Occupations	
07010 - Baker	23.40
07041 - Cook I	20.03
07042 - Cook II	23.05
07070 - Dishwasher	13.33***
07130 - Food Service Worker	14.24***
07210 - Meat Cutter	23.34
07260 - Waiter/Waitress	11.91***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	35.41
09040 - Furniture Handler	22.40
09080 - Furniture Refinisher	35.41
09090 - Furniture Refinisher Helper	26.73
09110 - Furniture Repairer Minor	31.06
09130 - Upholsterer	35.41
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	13.22***
11060 - Elevator Operator	15.66
11090 - Gardener	27.74
11122 - Housekeeping Aide	15.66
11150 - Janitor	15.66
11210 - Laborer Grounds Maintenance	21.50
11240 - Maid or Houseman	15.31
11260 - Pruner	19.42
11270 - Tractor Operator	25.66
11330 - Trail Maintenance Worker	21.50
11360 - Window Cleaner	17.34
12000 - Health Occupations	
12010 - Ambulance Driver	25.46
12011 - Breath Alcohol Technician	25.46
12012 - Certified Occupational Therapist Assistant	35.06
12015 - Certified Physical Therapist Assistant	35.06
12020 - Dental Assistant	23.78
12025 - Dental Hygienist	58.05
12030 - EKG Technician	38.72
12035 - Electroneurodiagnostic Technologist	38.72
12040 - Emergency Medical Technician	25.46

12071 - Licensed Practical Nurse I	22.85
12072 - Licensed Practical Nurse II	25.55
12073 - Licensed Practical Nurse III	28.48
12100 - Medical Assistant	21.40
12130 - Medical Laboratory Technician	33.84
12160 - Medical Record Clerk	22.08
12190 - Medical Record Technician	24.69
12195 - Medical Transcriptionist	22.85
12210 - Nuclear Medicine Technologist	56.15
12221 - Nursing Assistant I	15.55
12222 - Nursing Assistant II	17.49
12223 - Nursing Assistant III	19.09
12224 - Nursing Assistant IV	21.42
12235 - Optical Dispenser	25.55
12236 - Optical Technician	22.85
12250 - Pharmacy Technician	21.66
12280 - Phlebotomist	21.99
12305 - Radiologic Technologist	38.72
12311 - Registered Nurse I	31.65
12312 - Registered Nurse II	38.72
12313 - Registered Nurse II Specialist	38.72
12314 - Registered Nurse III	46.86
12315 - Registered Nurse III Anesthetist	46.86
12316 - Registered Nurse IV	56.15
12317 - Scheduler (Drug and Alcohol Testing)	31.54
12320 - Substance Abuse Treatment Counselor	29.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.00
13012 - Exhibits Specialist II	33.44
13013 - Exhibits Specialist III	40.90
13041 - Illustrator I	27.00
13042 - Illustrator II	33.44
13043 - Illustrator III	40.90
13047 - Librarian	36.07
13050 - Library Aide/Clerk	17.56
13054 - Library Information Technology Systems Administrator	32.56
13058 - Library Technician	24.59
13061 - Media Specialist I	23.50
13062 - Media Specialist II	26.29
13063 - Media Specialist III	29.31
13071 - Photographer I	24.13
13072 - Photographer II	27.00
13073 - Photographer III	33.44
13074 - Photographer IV	40.90
13075 - Photographer V	48.19
13090 - Technical Order Library Clerk	20.52
13110 - Video Teleconference Technician	24.13
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.67
14042 - Computer Operator II	19.77
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.34
14160 - Personal Computer Support Technician	27.62
14170 - System Support Specialist	29.09
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	38.22

15070 - Flight Instructor (Pilot)	49.42
15080 - Graphic Artist	42.39
15085 - Maintenance Test Pilot Fixed Jet/Prop	49.42
15086 - Maintenance Test Pilot Rotary Wing	49.42
15088 - Non-Maintenance Test/Co-Pilot	49.42
15090 - Technical Instructor	34.65
15095 - Technical Instructor/Course Developer	42.39
15110 - Test Proctor	27.97
15120 - Tutor	27.97
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	12.98***
16030 - Counter Attendant	12.98***
16040 - Dry Cleaner	16.53
16070 - Finisher Flatwork Machine	12.98***
16090 - Presser Hand	12.98***
16110 - Presser Machine Drycleaning	12.98***
16130 - Presser Machine Shirts	12.98***
16160 - Presser Machine Wearing Apparel Laundry	12.98***
16190 - Sewing Machine Operator	17.70
16220 - Tailor	18.91
16250 - Washer Machine	14.18***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	35.41
19040 - Tool And Die Maker	44.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.56
21030 - Material Coordinator	29.72
21040 - Material Expediter	29.72
21050 - Material Handling Laborer	19.00
21071 - Order Filler	17.37
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	26.34
21130 - Shipping/Receiving Clerk	26.34
21140 - Store Worker I	16.94
21150 - Stock Clerk	23.08
21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.18
23019 - Aircraft Logs and Records Technician	28.28
23021 - Aircraft Mechanic I	34.22
23022 - Aircraft Mechanic II	36.18
23023 - Aircraft Mechanic III	38.18
23040 - Aircraft Mechanic Helper	24.34
23050 - Aircraft Painter	32.24
23060 - Aircraft Servicer	28.28
23070 - Aircraft Survival Flight Equipment Technician	32.24
23080 - Aircraft Worker	30.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.27
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	34.22
23110 - Appliance Mechanic	32.19
23120 - Bicycle Repairer	28.72
23125 - Cable Splicer	37.59
23130 - Carpenter Maintenance	33.22
23140 - Carpet Layer	33.25
23160 - Electrician Maintenance	38.30
23181 - Electronics Technician Maintenance I	34.16
23182 - Electronics Technician Maintenance II	37.13
23183 - Electronics Technician Maintenance III	39.40
23260 - Fabric Worker	31.06
23290 - Fire Alarm System Mechanic	37.59
23310 - Fire Extinguisher Repairer	28.90
23311 - Fuel Distribution System Mechanic	37.59
23312 - Fuel Distribution System Operator	29.43
23370 - General Maintenance Worker	26.75
23380 - Ground Support Equipment Mechanic	34.22
23381 - Ground Support Equipment Servicer	28.28
23382 - Ground Support Equipment Worker	30.27

23391 - Gunsmith I	28.90
23392 - Gunsmith II	33.25
23393 - Gunsmith III	37.59
23410 - Heating Ventilation And Air-Conditioning Mechanic	35.04
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	38.09
23430 - Heavy Equipment Mechanic	39.37
23440 - Heavy Equipment Operator	36.05
23460 - Instrument Mechanic	37.59
23465 - Laboratory/Shelter Mechanic	35.41
23470 - Laborer	19.00
23510 - Locksmith	35.41
23530 - Machinery Maintenance Mechanic	35.68
23550 - Machinist Maintenance	35.65
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	37.59
23592 - Metrology Technician II	39.74
23593 - Metrology Technician III	41.93
23640 - Millwright	37.59
23710 - Office Appliance Repairer	35.19
23760 - Painter Maintenance	33.19
23790 - Pipefitter Maintenance	41.75
23810 - Plumber Maintenance	39.32
23820 - Pneudraulic Systems Mechanic	37.59
23850 - Rigger	37.59
23870 - Scale Mechanic	33.25
23890 - Sheet-Metal Worker Maintenance	39.34
23910 - Small Engine Mechanic	33.25
23931 - Telecommunications Mechanic I	39.23
23932 - Telecommunications Mechanic II	41.77
23950 - Telephone Lineman	39.59
23960 - Welder Combination Maintenance	36.98
23965 - Well Driller	34.17
23970 - Woodcraft Worker	37.59
23980 - Woodworker	28.72
24000 - Personal Needs Occupations	
24550 - Case Manager	21.25
24570 - Child Care Attendant	17.74
24580 - Child Care Center Clerk	22.13
24610 - Chore Aide	17.27
24620 - Family Readiness And Support Services Coordinator	21.25
24630 - Homemaker	21.25
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.59
25040 - Sewage Plant Operator	37.27
25070 - Stationary Engineer	37.59
25190 - Ventilation Equipment Tender	26.73
25210 - Water Treatment Plant Operator	37.27
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.38
27007 - Baggage Inspector	20.01
27008 - Corrections Officer	27.17
27010 - Court Security Officer	27.13
27030 - Detection Dog Handler	22.38
27040 - Detention Officer	27.17
27070 - Firefighter	27.13
27101 - Guard I	20.01
27102 - Guard II	22.38
27131 - Police Officer I	38.74
27132 - Police Officer II	43.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.66
28042 - Carnival Equipment Repairer	18.72
28043 - Carnival Worker	13.54***
28210 - Gate Attendant/Gate Tender	26.51
28310 - Lifeguard	22.10
28350 - Park Attendant (Aide)	30.52
28510 - Recreation Aide/Health Facility Attendant	21.64

28515 - Recreation Specialist	43.96
28630 - Sports Official	24.31
28690 - Swimming Pool Operator	26.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	33.25
29020 - Hatch Tender	33.25
29030 - Line Handler	33.25
29041 - Stevedore I	31.06
29042 - Stevedore II	35.41
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	45.06
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	31.07
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	34.21
30021 - Archeological Technician I	23.41
30022 - Archeological Technician II	27.28
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	32.97
30051 - Cryogenic Technician I	28.14
30052 - Cryogenic Technician II	31.08
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	26.77
30095 - Evidence Control Specialist	25.41
30210 - Laboratory Technician	26.61
30221 - Latent Fingerprint Technician I	28.14
30222 - Latent Fingerprint Technician II	31.08
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	22.94
30362 - Paralegal/Legal Assistant II	28.42
30363 - Paralegal/Legal Assistant III	34.77
30364 - Paralegal/Legal Assistant IV	42.07
30375 - Petroleum Supply Specialist	31.08
30390 - Photo-Optics Technician	32.95
30395 - Radiation Control Technician	31.08
30461 - Technical Writer I	25.37
30462 - Technical Writer II	31.03
30463 - Technical Writer III	41.12
30491 - Unexploded Ordnance (UXO) Technician I	28.63
30492 - Unexploded Ordnance (UXO) Technician II	34.64
30493 - Unexploded Ordnance (UXO) Technician III	41.52
30494 - Unexploded (UXO) Safety Escort	28.63
30495 - Unexploded (UXO) Sweep Personnel	28.63
30501 - Weather Forecaster I	34.79
30502 - Weather Forecaster II	42.32
30620 - Weather Observer Combined Upper Air Or (see 2)	29.19
Surface Programs	
30621 - Weather Observer Senior (see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.64
31020 - Bus Aide	19.37
31030 - Bus Driver	28.00
31043 - Driver Courier	21.23
31260 - Parking and Lot Attendant	17.49
31290 - Shuttle Bus Driver	21.91
31310 - Taxi Driver	20.94
31361 - Truckdriver Light	22.95
31362 - Truckdriver Medium	24.67
31363 - Truckdriver Heavy	29.61
31364 - Truckdriver Tractor-Trailer	29.61
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.89

99030 - Cashier	14.75***
99050 - Desk Clerk	15.59
99095 - Embalmer	28.63
99130 - Flight Follower	28.63
99251 - Laboratory Animal Caretaker I	18.06
99252 - Laboratory Animal Caretaker II	25.74
99260 - Marketing Analyst	28.00
99310 - Mortician	28.63
99410 - Pest Controller	29.16
99510 - Photofinishing Worker	15.05
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82***
99820 - School Crossing Guard	19.00
99830 - Survey Party Chief	34.96
99831 - Surveying Aide	23.28
99832 - Surveying Technician	31.78
99840 - Vending Machine Attendant	25.10
99841 - Vending Machine Repairer	31.22
99842 - Vending Machine Repairer Helper	25.10

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00 per hour) or 13658 (\$11.25 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Juneteenth National Independence Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).