



CITY OF NORTH POLE
Regular Meeting
June 20, 2022
Via Zoom
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, June 20, 2022
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Melissa Dionne
907-488-8583

COUNCIL MEMBERS

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

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda (Pgs. 1-2)
5. Approval of the Minutes from 6/6/2022 (Pgs. 3-7)
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
 - a. North Pole Fourth of July Festival (Pg. 8)
10. Citizens Comments (Limited to five (5) minutes per Citizen)
11. Old Business:

None

12. New Business:

- a. Ordinance 22-13 An Ordinance of the City of North Pole to Fund Shannon & Wilson's Proposal for the PFAS Clean Up Described in the 2022 Work Plan (Pgs. 9-16)
- b. Request to Accept the 22/23 EMS Contract with the Fairbanks Northstar Borough (Pgs. 17-25)
- c. Request for Back Compensation for Employees' Use of Bridge Health (Pg. 26)

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, June 6, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, June 6, 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 Skipp

Absent/Excused:

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Ellen Glab

INVOCATION

Given by Anton Keller

APPROVAL OF AGENDA

Mr. Claus *moved* to approve the agenda of June 6, 2022

Seconded by Ms. Welch

Mr. Claus *moved* to amend the agenda of June 6, 2022 to consent the following items unanimously:

New Business:

- a. Request to Approve the Renewal Contract with RISQ for Employee Health Benefits
- b. Request to Approve the Contract with Revize for the City of North Pole's New Website

Seconded by Ms. Welch

On the amendments

DISCUSSION

None

PASSED UNANIMOUSLY

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 5/16/22 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 reported to everyone that he had a computer crash and apologized for anything that he forgets in his report tonight due to it.
- He was in Anchorage the week of May 23rd through the 27th. He was at Arctic X on a panel hosted by the Department of Energy and Senator Murkowski talking about the combined heat and power plant that he is trying to get built in the City of North Pole. The paperwork to the Department of Energy for grants to fund the \$114 million dollar project was turned in already. He may be making a trip to Washington DC in August to talk about it further. For the rest of the week, he was at the Governors Sustainability Conference. He said the days were long during this conference and would pass along the info from some of the segments to the Council when they are available online.
- He was at the FNSB Salcha room on Friday at the CivMil meeting. They were talking changes to the military base and moving troops around. There will be more civilian support coming and the need for housing was talked about.
- Jerry Koerner and Latitude 63 have been talking to the Mayor about developing in Brookside Park. They are talking single family homes, duplexes, and commercial businesses as well. Three Bears is asking the Mayor to host some real estate investors to tour the area and North Pole and talk about our needs.
- Tomorrow he will be hosting some members of the consulate from the Netherlands. They will be traveling to the hot springs to talk to Bernie Karl about his greenhouse technology that he uses. They will be in City Hall on Wednesday as well.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Mr. Jacobson asked for some clarification on the Latitude 63 talks, and which tracks of land they were talking about. He also asked if the property deal with AIDEA was still happening.

The Mayor said that the property deal with AIDEA is mutually exclusive and has nothing to do with Latitude 63.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- They have a new officer coming on board and another moving up through the process, so they are almost fully staffed for the first time in a long time.

The Mayor asked Chief Dutra to get him a 1 page write up on the Police shooting range that he could pass along to the Governor because we are still working on getting funding for it.

Fire Department, Chief Heineken

- Chief Heineken reminded everyone that with the arrival of the good weather to make sure that they are being fire wise, conditions are windy and dry.

The Mayor asked if the EMS contract has been finalized so that it can be presented to the Council.

- Chief Heineken said yes the contract will be on the next Council meeting agenda.

Finance

- Ms. Fogarty gave an update to the Council that she has been working on the audit for the City. The auditors have been on site a few days now, they have been asking for more information but also talking to the staff about what their job duties and functions are. She let the Council know that the auditors will be looking to speak to them as well, whether in person or via electronic communication.
- Ms. Fogarty also said that the auditors will be speaking to the Council about the audit findings soon.
- She let the Council know that Terry Nelson, who has worked for the City for around 20 years now, who has been out on workers comp for the last 6 months or so, has decided to retire and has given her notice.

Director of City Services, Danny Wallace

- Mr. Wallace let everyone know that coming up on the next agenda will be a request to fund the PFAS site clean up at the Fire Station due to the contamination.
- The Public Works have been working on cleaning up beaver dams in the culverts around town.
- They are working on interviews for the Utility Assistant position.
- He is playing catch up on the Moose Creek expansion project for the reporting requirements.

Mr. Jacobson asked if Mr. Wallace was going to take part in the PFAS community meetings that were coming up.

- Mr. Wallace said that he would be attending the in person meeting coming up.

The Mayor asked Mr. Wallace to pass along his gratitude for the hard from the Public Works department did on getting the chambers renovated.

Human Resources, Ellen Glab

- Interviewing for the Utilities Assistant Position Thursday with Paul, Marty, and Danny.
- Reminder that I still have some outstanding training that is incomplete for Ergonomics that is due June 7th. If everyone could check theirs and make sure they have completed them it is essential that everyone complete them for us to get the full credit for the worker's comp insurance
- The employee insurance presentations went better than in the past I was informed during the last one that only one person showed up and this time we had 7 show up which is an improvement. I also had some employees approach me that were unable to make the meetings to get information and ask questions.
- Open enrolment will start on June 7th and go through until June 17th
- We did have our first safety committee meeting a representative from each department was present and is working with their departments to get us on track for some of the areas we have been asked to look at.

The Mayor asked if Ms. Glab has been satisfied with RISQ and the benefits that they are offering us.

- Ms. Glab said that yes, RISQ has been great in working with her at the City Clerk on working through this process.

The Mayor passed along compliments to Ms. Glab on the job that she is doing and told her that the Department heads have been letting him know how impressed they are with her and the changes in the hiring process and policies and procedures that she has been working on.

Borough Representative

- Ms. Welch attended the last meeting with the borough, as they are working on their budget workshops.
- She did talk about the Sustainability conference and the things that she learned and said that there are many exciting things that will be coming to the area in the future.

City Clerk's Office, Melissa Dionne

- Ms. Dionne was not present for the meeting, she is in Tacoma at a training.

ON GOING PROJECTS

- The Mayor started by talking about the carpet project in City Hall. The installation in the Chambers starts this week and should be complete by Friday. We will be working with them on the rest of the project in the next few weeks.
- He was with the North Pole Community Chamber of Commerce meeting last week. They were talking about the 4th of July festival that will be sponsored by the city. There will be a 5K run and a breakfast followed by a craft fair with live music and food trucks at the Grange. He will have more details at the next meeting.

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

- Jennifer Hughes was with us tonight from the North Pole Grange. She gave the Council the details on the activities that they can expect at the Grange. They have things like horseback riding, bouncy houses, and a watermelon eating contest and they are working on food trucks.

COUNCIL COMMENTS

- Mr. Jacobson let everyone know that he's been really impressed on the progress that the City has been making, that there are so many positive things that are happening and that he is very excited to be a part of it. He thanked everyone for all the hard work that everyone has been doing and welcomed Mr. Wallace.
- Mr. Keller congratulated the fire department for their open house. He said his kids had fun and he enjoyed the hot dogs. He also echoed Chief Heinekens reminder that is it really dry out there and that everyone really needs to be careful. He also asked everyone to check on their neighbors and to make sure they are ok with all the heat that we have been having.
- Ms. Welch also gave a thank you to the Lion's club for the cruising with Santa event last weekend and to the fire department for their open house. She also thanked Ms. Hughes for working on the 4th of July festival and getting us the information.
- Mr. Skipps reminded everyone to be careful around town with all the construction happening and to slow down around the workers. He also welcomed Mr. Wallace.
- Mr. Cromer also welcomed Mr. Wallace and said that he had a good time at the Cruising with Santa car show, his father had a car in the event.
- Mr. Claus also repeated the kudos to the various departments and reminded everyone that this is the last day to vote in the special election primaries.
- The Mayor said that the 21st was an extra busy day for him. Not only did he attend the torch run, the open house at the fire station and the Cruising with Santa event, but he started the day at KJNP promoting the events going on around in North Pole.

ADJOURNMENT

Ms. Welch *moved* to adjourn
Seconded by Mr. Skipps

The regular meeting of Monday, June 6, 2022 adjourned at 8:08 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, June 6, 2022.

ATTEST:

Melissa Dionne, City Clerk



Festival and Picnic

Monday, July 4th, Noon to 6PM at the

North Pole Grange

**Food, Fun, Music, Games, Activities
Arts and Craft Vendors**

For the whole family. Bring your own lawn chairs. Walk if you live nearby
Park at the middle school if you drive then follow the sign to the Grange.

Parking or drop off for the mobility impaired only.

The North Pole Grange, with the City of North Pole, is celebrating
Independence Day on the Grange's lawn. Join your friends and neighbors in
the North Pole Community for this festive event.

**CITY OF NORTH POLE
ORDINANCE 22-13
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO FUND
SHANNON & WILSON'S PROPOSAL FOR THE PFAS CLEAN UP
DESCRIBED IN THE 2022 WORK PLAN**

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to pay for services to be provided by Shannon & Wilson at a cost of \$103,326 for the clean up of PFAS detected at the site of the North Pole Fire Department at the request of the Alaska Department of Conservation and outlined in the 2022 Work Plan.

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF July 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



March 7, 2022

Chief Chad Heineken
City of North Pole Fire Department
110 Lewis Street
North Pole, AK 99705

RE: PROPOSED SCOPE OF SERVICES, 2022 PFAS SITE ASSESSMENT, NORTH POLE FIRE DEPARTMENT, NORTH POLE, ALASKA

Dear Chief Heineken.:

Shannon & Wilson is pleased to submit this proposal and cost estimate for the implementation of the work described in our 2022 Work Plan approved by the City of North Pole on January 31, 2022, and by the Alaska Department of Conservation (DEC) on February 15, 2022.

We understand DEC requested the City of North Pole complete additional site assessment following reported detections of per- and polyfluoroalkyl substances (PFAS) at and near the NPFD. We have prepared this proposal in response to your request to continue site assessment activities near the City of North Pole Fire Department (NPFD). This proposal requests funding to implement the activities described in the 2022 Work Plan.

The purpose of the proposed site assessment activities will be to continue to monitor PFAS contamination on- and off-site in soil and groundwater near the NPFD and evaluate the approximate extent of the PFAS plume resulting from the historic use of aqueous film-forming foam (AFFF) by the NPFD. We note that forensic analyses have been added to assist in future assessments of comingled plumes. We understand there is PFAS contamination in the area downgradient of the NPFD that may be the result of fire-fighting activities at the former North Pole Refinery. The purpose of the proposed soil site characterization activities will be to investigate the horizontal and vertical extent of PFAS soil contamination at the NPFD. This information will be used to guide future remediation efforts.

Based on recent discussions DEC and the City of North Pole our scope of services will include:

- installation and sampling of a monitoring well nest at the northwest corner of the NPFD property (Figure 1);

Chief Chad Heineken
City of North Pole Fire Department
March 7, 2022
Page 3 of 3



Sincerely,

SHANNON & WILSON

A handwritten signature in dark ink, appearing to be 'Amber Masters', written over a horizontal line.

Amber Masters
Environmental Scientist

Enc. **Figure 1: Proposed Sample Locations**
 Figure 2: Proposed Site Characterization Sample Locations
 Project Cost Estimate



LEGEND

Proposed Surface Soil (First Event)

Proposed Soil Boring* (Second Event)

North Pole Fire Station
Property Boundary

* Soil boring locations may change in response to surface soil results

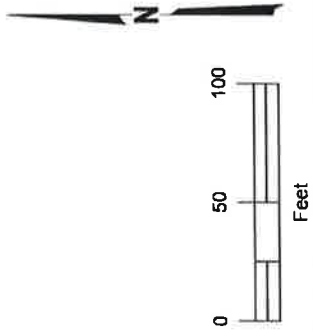
North Pole Fire Department PFAS
North Pole, Alaska

**PROPOSED SITE
CHARACTERIZATION SAMPLE
LOCATIONS**

March 2022 103869

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

Figure 2



Star Electric (secondary utility locate)

Lump Sum	\$140.00 /hr	4 hrs	\$560
		S&W Fee	\$84
			Star Electric Total \$644

GeoTek Drilling MW Installation and Temporary Well Points

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	2 days	\$9,000
Per Diem	\$500.00 /day	2 days	\$1,000
MW Surface Completion	\$1,125.00 /well	2 wells	\$2,250
		S&W Fee	\$1,988
			GeoTek Total \$15,238

GeoTek Drilling Soil borings

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	3 days	\$13,500
Per Diem	\$500.00 /day	3 days	\$1,500
		S&W Fee	\$2,400
			GeoTek Total \$18,400

Disposal**US Ecology**

Labor	\$300.00 /event	1 event	\$300
Equipment-flatbed Truck	\$57.00 /hour	3 hour	\$171
Documentation and Fees	\$563.05 Total	1 total	\$563
Waste Water Disposal	\$395.00 /drum	4 drums	\$1,580
Waste Soil disposal	\$307.00 /drum	2 drums	\$614
Transport	\$276.00 /ea	1 ea	\$276
		S&W Fee	\$237
			US Ecology Total \$3,741

Analytical Laboratory Analyses**Subcontract - Eurofins Analytical - PFAS Soil- 13 surface soil + 2 QC; 63 subsurface + 7 QC**

Soil			
PFAS	\$325.00 /test	85 ea	\$27,625
		S&W Fee	\$4,144
			Eurofins Total \$31,769

Subcontract - Eurofins Analytical - PFAS water testing - 11 Primary & 3 QC Samples

35 PFAS, method 537.1M	\$325.00 /test	10 ea	\$3,250
linear/branched isomers addition	\$50.00 /test	10 ea	\$500
Water Supply wells			
25 PFAS by Method 533	\$350.00 /test	4 ea	\$1,400
		S&W Fee	\$773
			Eurofins Total \$5,923

PROJECT TOTAL \$106,097

Proposal: 103869-P
 Date: Jun 2, 2022
 Client: North Pole Fire Department
 Project: NP Fire Department PFAS
 By: arm

Project Cost Estimate

	Rate	Quantity	Subtotal	Total
Task 1-Coordination and Project Management				
Associate	\$180.00 /hr	8 hrs	\$1,440	
Project Manager	\$110.00 /hr	40 hrs	\$4,400	
			Task 1 Total	\$5,840
Task 2 - Monitoring Well Installation and Development				
2 Monitoring Wells				
Engr/Geo/ Scientist III	\$110.00 /hr	10 hrs	\$1,100	
Engr/Geo/Scientist II	\$95.00 /hr	22 hrs	\$2,090	
Vehicle 4WD	\$185.00 /event	3 days	\$555	
Equipment and Supplies	\$1,628.00 /event	1 event	\$1,628	
			Task 2 Total	\$5,373
Task 3 - Soil Boring Sample Collection (Note: drilling costs are included in GeoTek subcontract below)				
Engr/Geo/ Scientist III	\$110.00 /hr	4 hrs	\$440	
Engr/Geo/Scientist II	\$95.00 /hr	30 hrs	\$2,850	
Vehicle 4WD	\$185.00 /day	3 days	\$555	
Equipment and Supplies	\$800.00 /event	1 event	\$800	
			Task 3 Total	\$4,645
Task 4- Surface Soil Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	10 hrs	\$1,100	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$60.00 /event	1 event	\$60	
			Task 4 Total	\$1,345
Task 5- Groundwater Sample Collection (Existing monitoring wells and TWP)				
Engr/Geo/ Scientist III	\$110.00 /hr	16 hrs	\$1,760	
Associate	\$180.00 /hr	2 hrs	\$360	
Vehicle 4WD	\$185.00 combined v	2 days	\$370	
Equipment and Supplies	\$800.00 /event	1 event	\$800	
			Task 5 Total	\$3,290
Task 6- Water-supply Well Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	8 hrs	\$880	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$100.00 /unit	1 unit	\$100	
			Task 6 Total	\$1,165
Task 7- Surface water Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	4 hrs	\$440	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$100.00 /day	1 days	\$100	
			Task 7 Total	\$725
Task 8 - Reporting (includes data validation)				
Officer	\$240.00 /hr	2 hrs	\$480	
Associate	\$180.00 /hr	8 hrs	\$1,440	
Project Manager	\$110.00 /hr	60 hrs	\$6,600	
			Task 8 Total	\$8,040

Subcontracts
Drilling

Star Electric (secondary utility locate)

Lump Sum	\$140.00 /hr	4 hrs	\$560
		S&W Fee	\$84
			Star Electric Total \$644

GeoTek Drilling MW Installation and Temporary Well Points

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	2 days	\$9,000
Per Diem	\$500.00 /day	2 days	\$1,000
MW Surface Completion	\$1,125.00 /well	2 wells	\$2,250
		S&W Fee	\$1,988
			GeoTek Total \$15,238

GeoTek Drilling Soil borings

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	3 days	\$13,500
Per Diem	\$500.00 /day	3 days	\$1,500
		S&W Fee	\$2,400
			GeoTek Total \$18,400

Disposal**US Ecology**

Labor	\$300.00 /event	1 event	\$300
Equipment-flatbed Truck	\$57.00 /hour	3 hour	\$171
Documentation and Fees	\$684.93 Total	1 total	\$685
Waste Water Disposal	\$395.00 /drum	4 drums	\$1,580
Waste Soil disposal	\$307.00 /drum	2 drums	\$614
Transport	\$276.00 /ea	1 ea	\$276
		S&W Fee	\$237
			US Ecology Total \$3,863

Analytical Laboratory Analyses**Subcontract - Eurofins Analytical - PFAS Soil- 13 surface soil + 2 QC; 63 subsurface + 7 QC**

Soil			
PFAS	\$295.00 /test	85 ea	\$25,075
		S&W Fee	\$3,761
			Eurofins Total \$28,836

Subcontract - Eurofins Analytical - PFAS water testing - 7 groundwater + 1 QC; 1 Surface water +1 QC; 3 water

Groundwater and surface water			
35 PFAS, method 537.1M	\$325.00 /test	10 ea	\$3,250
linear/branched isomers addition	\$50.00 /test	10 ea	\$500
Water Supply wells			
25 PFAS by Method 533	\$350.00 /test	4 ea	\$1,400
		S&W Fee	\$773
			Eurofins Total \$5,923

PROJECT TOTAL \$103,326



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-13

Originator/Sponsor: Mayor Welch & Robert Wallace

Date: June 16, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
Litigation Fund	PFOS/PFOA Legal Fees	10-11-2-2250	103,326	
General Fund	Transfer Out	10-39-9980		103,326

Prepared By: Tricia Fogarty **Date:** June 16, 2022

Finance Approval: Tricia Fogarty **Date:** June 16, 2022

Memo



To: North Pole City Council; Mayor Welch

From: Chad Heineken, Fire Chief

Cc: Melissa Dionne, City Clerk

Date: 6/8/2022

Re: Request to accept the 22/23 EMS Contract with the Fairbanks North Star Borough

The City of North Pole Fire Department has provided Emergency Medical Services to residence outside of the City via contract with the Fairbanks North Star Borough (FNSB) for over 35 years. The current contract for services expires on June 30th this year. The proposed contract for the City of North Pole to provide EMS services to the greater North Pole areas within the Fairbanks North Star Borough from July 1st, 2022 through June 30th, 2023 has been attached with this memo.

The proposed 22/23 contract remains essentially the same as our current contract with the exception of a 6% increase bringing the contracted amount to \$695,394.00.

The fire department formally requests the City Councils approval to sign the proposed Emergency Medical Services and Ambulance Contract with the Fairbanks North Star Borough.



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

Section 1. Parties

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

Section 2. Duties of the Contractor

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

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

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

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

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

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

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

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

3. Training and Level of Service.

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

b. The Contractor shall ensure that pursuant to 7 AAC 26.230(b)(2) its responding ambulances are staffed with an EMT-II, EMT-III, AEMT, paramedic, or other medical personnel certified or licensed to provide advanced life support (such as a registered nurse, physician's assistant, or physician) and at least one other person trained to at least the EMT-I level will be available to respond to emergency calls 24 hours a day. Likewise, the Contractor shall operate their ambulances under all response and medical protocols established by Alaska Administrative Code.

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

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

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

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

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

Section 3. Duties of the Borough

- A. The Borough shall pay the Contractor for this contract the sum of \$ \$695,394. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly and ratification by the North Pole City Council.

The Borough will make a payment equal to $\frac{1}{2}$ of the total contract amount to the Contractor on or about July 15th. Upon timely receipt of all reports listed in Section 7, the remainder of the contract will be paid in equal amounts ($\frac{1}{4}$ of the total contract amount) on or about January 15th and April 15th respectively.

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

Section 4. Contract Term, Renewal, Termination, Integration

- A. Term. This contract shall cover a period from July 1, 2022, unless otherwise notified by the Borough and shall terminate on June 30, 2023. The contract shall become effective on the date of signing.

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

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

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

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

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

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

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

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

Section 5. Contract Representatives - Notices

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

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

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

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

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

Section 6. Financial Records

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

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

Section 7. Reporting Requirements

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

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

C. The Contractor will track the following response times:

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

D. The Contractor shall provide the Borough Emergency Operations Director, by the 10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of

Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time, Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patient transported).

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

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

Section 8. Insurance Requirements

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

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

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

C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

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

1.

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

Section 9. Ownership of Records

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

Section 10. Indemnification

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

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

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

**CITY OF NORTH POLE
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

SIGNATURE PAGE

APPROVED: _____
Mayor
City of North Pole

DATE: _____

PRINTED NAME: _____

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

DATE: _____

REVIEWED: _____
Fairbanks North Star Borough Legal Department

DATE: _____

ATTEST: _____
April Trickey
Fairbanks North Star Borough Clerk

DATE: _____



CITY OF NORTH POLE *Alaska*

"Where the Spirit of Christmas Lives Year Round"

125 Snowman Lane • North Pole, Alaska 99705-7708
E-mail: mayor@northpolealaska.com • Website: www.northpolealaska.com

June 14, 2022

City Hall
907-488-2281
Fax: 907-488-3002

North Pole City Council

Mayor
907-488-8584

I would like to request a retroactive reimbursement to 2 employees who utilized the Bridge Health option for surgeries this year and saved the city over \$80,000 in insurance costs by doing so.

City Clerk
907-488-8583

The new policy that goes into effect on July 1st would give those who utilize this program a direct payment of \$1500 as an incentive to look for the best cost available for major surgeries. The two employees have already utilized this without expectation of anything to get the care that they needed.

Police
Department
907-488-6902

If the Council agrees it would be a total of \$3000, giving each of these employees \$1500 a piece for them being aware and working for the benefit of the city.

Fire
Department
907-488-2232

I appreciate the consideration of the Council.

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

Ellen Glab
Human Resources