



CITY OF NORTH POLE
Regular Meeting
October 3, 2022
Via Zoom
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, October 3, 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 9/19/22 (Pgs. 3- 10)
6. Communications from the Mayor
 - a. Explore Fairbanks Update
7. Council Members Questions of the Mayor
8. Communications from Department Heads, Borough Representative, HR and the City Clerk
9. Ongoing Projects Report
10. Citizens Comments (Limited to five (5) minutes per Citizen)
11. Old Business

- a. Ordinance 22-20, An Ordinance of the City of North Pole Amending the Leave Policy for the City of North Pole Employees (Pgs. 11-16)
- b. Ordinance 22-21, An Ordinance of the City of North Pole Amending the 2022 Budget (Pgs. 17-18)

12. New Business:

- a. Ordinance 22-22, An Ordinance of the City of North Pole Amending the 2022 Budget to Accept the Edward Byrne Memorial Justice Assistance Grant (Pgs. 19-20)
- b. Ordinance 22-23, An Ordinance of the City of North Pole Amending the 2022 Budget to Purchase a 2022 Ford F250 Pickup for the Northern Expansion (Pgs. 21-27)
- c. NPPD Acceptance of Edward Byrne Memorial Justice Assistance Grant for \$144,456 (Pgs. 28-55)
- d. RISQ Benefits Decision – No Surprises Act/Qualified Payment Amount (Pg. 56)

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' YouTube channel, and the recording will be available the next day on the City of North Poles' Facebook page.

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, September 19, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, September 19, 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
David Skipps
Jeffrey Jacobson
Anton Keller

Absent/Excused:

None

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Mr. Keller

APPROVAL OF AGENDA

Mr. Claus *moved to* approve the agenda of September 19, 2022

Seconded *by* Mr. Jacobson

Mr. Jacobson *moved to* amend the agenda of September 19, 2022, to consent the following items:

New Business:

- b. Ordinance 22-21, An Ordinance of the City of North Pole Amending the 2022 Budget
- c. NPPD Acceptance of NRA Grant Funds of \$10,000
- d. Acceptance of FNSB Beautification Grant of \$19,000
- e. Acceptance of 2022 Emergency Management Performance Grant of \$18,750

Seconded *by* Ms. Welch

On the amendments

DISCUSSION

None

PASSED

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

No: 0

Absent: 0

On the agenda as amended

DISCUSSION

None

PASSED

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

No: 0

Absent: 0

APPROVAL OF MINUTES

Ms. Welch *moved* to approve the minutes from the 9/6 and 9/12/22 meetings

Seconded by Mr. Claus

DISCUSSION

None

PASSED

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

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- The Mayor shared the details of his travel the last week. He spent time with Nenana Mayor Verhagen before heading to Wasilla to talk to the Syngas team about the combined heat and power plant. After picking up Mr. Wallace from the airport they attended a grant writing workshop hosted by AML on the afternoon of September 6. The rest of the week was spent at energy, infrastructure and transportation conferences, the week ended with a meeting with Latitude 63 touching base about Brookside Park. This last weekend, he and his wife attended the Air Force Ball, celebrating the Air Force's anniversary. Also this last weekend he was in Fox with the engineers from Arctic Light talking about building and military needs in the area.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Today was Lt. Lindhag's last day. They had a little party for him with cake, his retirement badges and gave him his service weapon as a thank you. Chief Dutra thanked the Mayor for allowing them to give Lt. Lindhag the weapon.
- The scores for the Lt. boards should be available any day now and hopefully they will be able to announce the new Lieutenant soon.
- Along with Sgt. Smith, Chief Dutra, gave an Alice training to the school district last week. He felt that it was a good training and they had requests from individual schools to come on site and give the training to additional staff as well.
- Starting tomorrow he will be training through Thursday on doing security assessments on businesses and schools and building around the area, he is looking forward to that.
- He sent a notice for a \$110, 000 grant that the department just received. They will use it for security cameras and door lock systems in the new wing.

Mayor Welch thanked the Chief for his budget inputs during their meeting earlier today and apologized for being late. He said he feels like it was a good start. He also asked Chief about being short staffed and asked where we are at with new recruits. He also asked how Chief how he thinks that our recruitment process is based on other cities and what they are offering.

- Chief Dutra said that they have 2 new recruits moving up and they are working through the psychological testing now. This is the 2nd to last step in the process. Chief said that he would love to have a conversation with the Mayor to talk about recruitment and ideas that he has for hiring bonuses and progressive bonuses for length of employment.

Ms. Welch asked about the Alice training and some of the details of what is taught.

- Chief Dutra replied that the Alice training is a little different in elementary schools.

Fire Department, AC Chambers

- Chief Heineken is just back from being gone the last 2 weeks. He thanked AC Chambers and the staff at the Fire Department for taking care of everything in his absence. He said it is a good feeling walking back in knowing everything is just as it should be.
- Long Technologies is the contractor that is installing the locks on the doors at the Fire Station. He thanked Chief Dutra for his hard work in helping them get the grant that is paying for this upgrade for the station.
- The statewide fire conference is taking place next week in Fairbanks. They have fire departments from all over the state that will be taking part in the training that is being offered. AC Chambers is the incident commander for the event, as well as Captain Sanders who is the logistics officer position. They have been instrumental in getting this conference to be what it is and Chief Heineken thanked them for their hard work.
- The Fire department is also working on their winter prep, along with the PW department today they removed one of the wildland firefighting units out of squad 24 in preparation to install the heat unit so that they can respond to emergencies this winter.

The Mayor asked Chief for some more details on the Fire Conference next week. He also commented that he is seeing a lot more collaboration between departments in the city and that he appreciates that.

- Chief Heineken said that it is all week, and that he will have AC Chambers email the Council a schedule tomorrow so that they can see the events and hopefully plan to attend a few.

Finance, Tricia Fogarty

- Ms. Fogarty said that she had noticed some issues with the financials before the last meeting, they identified the issue, and she will have financials to send to the Council tomorrow along with the AMLIP interest numbers.
- Preliminary budget workshops are happening this week in preparation for the 2023 budget. She feels like we have a good process in place for this.
- She wished Lt. Lindhag the best in his retirement and said that he will be missed.

The Mayor reminded the Council that the budget workshops for the Council will be October 24-26.

- Ms. Fogarty confirmed those dates. The first night will be the revenues, admin, and clerk/HR budgets, the second night will be Fire and Police and the third night will be City Services.

Director of City Services, Danny Wallace

- Mr. Wallace echoed what the Mayor said about their week in Anchorage, it was very productive. The week was all about how cities can address problems through funding. The number one priority is the steel pipe water mains and finding money to pay for this. They contacted a few grant writers as well.
- The public works department is cleaning up the roundabouts and removing the flowers from around the city, prepping things for the upcoming cold weather.
- They are still working on some of the details, but they are working on the idea that our snow plowing contractor would take over some of the DOT areas in the city, with DOT paying for that cost increase. There have been issues in the past with DOT being able and timely with some of the NP roads while Hubbard is familiar with the area and has a good system in place for keeping the roads cleaned up.
- Water and sewer are also looking towards the colder weather and getting prepared for that and maintaining the treatment of the water and keeping it up to standards.
- Budget workshops are in progress, this is first time working on the budget for his departments and is working hard with his supervisors to make sure they are ready when it goes to the Mayor and Council.

Mr. Cromer asked about the blinking light at the corner of 5th and Santa Claus Lane and why it was blinking.

- Mr. Wallace replied that he did not have any information on this light and would investigate it.

Mr. Jacobson asked about the grants the city was looking into and if there were any matching ones available. He asked the question since the budget talks are happening now. Advising that we start planning for a match now so that we are not scrambling to find money when the time comes.

- Mr. Wallace said that there are some matching ones and would depend on the grant.

Mr. Keller thanked Mr. Wallace for stepping up to the plate with everything that he has lately. He asked about the infrastructure bill that was passed and asked if some of the grants that we are looking into are to address this.

- Mr. Wallace shared that he will be meeting with a grant writer tomorrow to start talking about which grants and loans that are out there will be best suited to the city's needs.

Human Resources, Ellen Glab

- She has been working with the PW and Police department on some new hires and new positions. When those positions are filled, she will report back to the Council.

Borough Representative

- There was a meeting September 15, via Zoom.
- The Borough Mayor addressed the tipping fee that normally would be paid when you get rid of junk or old cars on a piece of property, the borough will waive the fees of taking these things to the landfill.
- Some of the commissions in the borough have open spots, anyone interested can contact the borough to get more information.
- The ribbon cutting ceremony for Bluebell Park took place last week.
- It is library sign up month.
- The skate park will be reopening soon.
- They considered an ordinance regarding dangerous animals. When an animal control officer is called to an animal issue, the decision of what happens to the animal is now up to the animal control officer, previously they were not allowed to act unless the animal bit someone.

City Attorney, Zane Wilson

- Joined us tonight to talk about the AIDEA land deal and to offer some advice to the Council.

City Clerk's Office, Melissa Dionne

- Ms. Dionne let the Council know that we are all set up for absentee voting at City Hall.
- She has been working on edits to the new website.
- Ms. Dionne and Ms. Glab are sharing a budget this year, they met already to go over the numbers and will be meeting with Ms. Fogarty and the Mayor on Wednesday to talk about the numbers.
- She said that she had talked to Jonathan Huff with Universal productions about the Chambers project. He said that they will be ready to install the week of October 17th. The new 'brain' of the system will not be here in time, but he has figured out a work around for us.

The Mayor shared that while he was with the US postal service people last week for the new Christmas stamp unveiling that they had a chance to stop by City Hall and the Chambers and they all agreed that the Chambers was very inviting and beautiful. He asked Ms. Dionne to share with the Council who helped her with the project.

- Ms. Dionne said that the project was really a collaborative effort and that through the process she enlisted just about everyone's help. She did say that Tresa Parsons was very helpful with the design and Ms. Welch and Public Works all helped a lot as well.

ON GOING PROJECTS

- The Mayor shared that he submitted the final paperwork to the department of energy for the combined heat and power plant. He will share more info when he hears back.

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

None

Old Business

- Mutual Development Agreement Between AIDEA and the City of North Pole for the Howard Property

Mr. Jacobson *moved* to approve the Mutual Development Agreement with AIDEA

Seconded *by* Ms. Welch

Mr. Jacobson *moved* to Amend Ordinance 22-17 to add 'Accounts Specialist/Utility Accountant'

Seconded *by* Ms. Welch

On the Ordinance

DISCUSSION

None

PASSED

Yes: 0

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

Absent: 0

- Ordinance 22-19, An Ordinance of the City of North Pole, to Amend the 2022 General Fund Budget to Purchase Parcel Number Three Howard Property

Mr. Jacobson *moved* to approve Ordinance 22-19

This amendment failed to get a second

Mr. Jacobson *moved* to take a 5-minute break at 8:30

Seconded *by* Ms. Welch

New Business:

- Ordinance 22-20, An Ordinance of the City of North Pole Amending the Leave Policy for the City of North Pole Employees

Ms. Welch *moved* to postpone the Ordinance 22-20 until the October 3, 2022 meeting

Seconded *by* Mr. Cromer

On the Postponement

DISCUSSION

None

PASSED

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

No: 0

Absent: 0

- Reallocation Proposal NPCCC

Ms. Welch *moved* to approve the Reallocation Request from NPCCC
Seconded by Mr. Claus

On the Request

DISCUSSION

None

PASSED

Yes: 4 - Skipps, Jacobson, Cromer, Keller

No: 3 - A. Welch, Claus, Welch

Absent: 0

COUNCIL COMMENTS

- Mr. Cromer said that he wished AIDEA could have been here tonight to talk about the mutual development agreement. He said that he likes to see the direction that the City and Council is heading.
- Mr. Keller gave a congratulations to NPCCC for the vote tonight and gave a shout out to Chief Dutra, Chief Heineken, and Mr. Wallace for the grants they worked hard to for. Receiving the NRA grant, the Beautification grant and the Emergency Management Performance grant were all big wins for the city. He said that he is keeping those effected by the storms in western Alaska in his thoughts and prayers and asked everyone to be sure to enjoy the nice weather and beautiful fall colors.
- Mr. Jacobson thanked everyone for the discussions tonight, it was a challenging night with the topics and votes that we took tonight. He also thanked the NPCCC for the hard work that they do for the community. He said moving forward that we need to clean up our code and make it a little cleaner and that there needs to be more dialogue as far as using city resources happening. He said that is was too bad that the agreement with AIDEA didn't work out and hopes that we can do something in the future. But he felt that the plan that AIDEA had just wasn't going to fit with our needs. He said that he is concerned about the water main replacement project and said that he is glad that Mr. Wallace is on top of the project. He encouraged the Council to look at the pipe piece that is in Mr. Wallace's office.
- Mr. Skipps reminded the Mayor that the mayor's bowl for the NP and Lathrop football teams is this weekend, the 24th at 5:00pm. He also told the NPCCC to keep fighting the good fight.
- Mr. Claus also wished the NP Chamber well and reminded them that if they would like to revisit the idea of using the cabin here at City Hall for the summer to let us know. He also wished Lt. Lindhag the best in his retirement and said that his thoughts are with the people effected by the storms in western Alaska.
- He said that he has had a whirlwind 2-3 weeks. He is very satisfied that the Air Force made it to its' 75th year and was thankful for the time he spent with General Krum the last few weeks. He told the Council that he will be talking to the Clerk about forwarding invites and details of events to them so that hopefully some of the Council can start attending them, as he cannot be at everything. He thanked the Council for thinking things through tonight with the votes and Zane for being with us to offer advice tonight.

ADJOURNMENT

Mr. Jacobson *moved* to adjourn

The regular meeting of Monday, September 19, 2022 adjourned at 9:57 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, September 19, 2022.

ATTEST:

Melissa Dionne, City Clerk

ORDINANCE NO. 2022-20

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
LEAVE POLICY 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 are hereby amended in the
North Pole Code of Ordinances as follows: [new text in red, deleted text in
~~striketthrough~~] see attached.

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

ADOPTED THE ____ DAY OF October 2022.

Mayor Michael W Welch

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED Yes: No: Absent:

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 years	4 years or more
40 hrs/week	17.3	21.8
19-day cycle	23	28.75

B. Monetary compensation (leave buyout) can be authorized up to a maximum of eighty hours (one hundred twenty hours for personnel on the nineteen-day cycle shift), minimum of 20 hours, 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.

F. Unused leave shall be compensated at the current rate of pay at the time of resignation or dismissal of an employee.

G. Leave can accrue from year to year with a maximum accrual of three hundred ~~twenty~~ **sixty** hours, except that the maximum leave accrual for nineteen-day cycle shift personnel shall be four hundred ~~twenty~~ **sixty** hours. When an employee's leave accrual reaches the maximum limit they must elect either to receive monetary compensation or take leave subject to the provisions of subsection. (C) of this section to reduce the accrued leave below the maximum level. **It is the responsibility of the employee to act on their individual leave. Any excess leave must be used or sold prior to exceeding the maximum amount allowed. If the leave is not used or requested to be sold at this time, leave accrued above the maximum will be forfeited.** If an employee changes from a nineteen-day cycle shift to a forty-hour-a-week shift, or vice versa, any leave that is over the maximum after conversion (see subsection (G)(1) of this section for conversion) for that shift schedule must be sold or taken as stated in this subsection. The office responsible for payroll operations shall ensure compliance with this subsection.

1. The formula for converting the accrued leave of an employee who goes from a forty-hour-per-week shift to a nineteen-day cycle shift, or vice versa, shall be as follows:

a. From a forty-hour-per-week shift to a nineteen-day cycle shift: Multiply the current accrued leave balance by the current hourly rate of pay for the forty-hour-per-week shift and divide this total by the nineteen-day cycle hourly rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for nineteen-day cycle shift;

(d) = new accrued leave balance.

$$\frac{(a) * (b)}{(c)} = (d)$$

b. From a nineteen-day cycle shift to a forty-hour-per-week shift: Multiply the current accrued leave balance by the current hourly rate of pay for the nineteen-day cycle shift and divide this total by the forty-hour-per-week shift hourly pay rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for nineteen-day cycle shift;

(d) = new accrued leave balance.

$$\frac{(a) * (c)}{(b)} = (d)$$

H. All personnel not working the nineteen-day cycle shift will accrue leave as forty hours/week employees.

I. Any employee placed on extended leave for any reason will be required to contact their Human Resources representative no less than every two 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 one hundred eighty calendar days. Should an employee fail to communicate with Human Resources, or not return to full-time work within the one hundred eighty 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. (Ord. 21-23 § 2, 2022; Ord. 18-13 § 2, 2018; Ord. 07-08 § 2, 2007; Ord. 04-05 § 2, 2004; Ord. 00-03 § 2, 2000; Ord. 99-10 § 2, 1999; Ord. 98-12 § 2, 1998)

J. The Department Head, in collaboration with the Human Resources Administrator, may offer leave as a hiring incentive for part time positions. This incentive can only be given under the following guidelines:

1. 4 hours per pay period.
2. Part time employee must work no less than 48 hours per pay period.
3. Part time employee must have a set or standard schedule.
4. Employee cannot be classified as a seasonal/volunteer employee.
5. Leave may be accrued up to 104 hours, unused time exceeding the maximum will be forfeited at the time of accrual.
6. Part time employees are not eligible for cash out options for leave, except for resigning or the position being terminated, as part of their final paycheck.



CITY OF NORTH POLE

"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

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

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

September 29, 2022

Council Members
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

Code Change Recommendation (Employee Leave)

City Council -

Regarding the proposed employee leave changes, I recommend adoption of the updated language on both leave as an incentive for hiring and employee leave retention.

We consistently face challenges with employee hiring and getting the right individuals to fill positions. Thus, hiring incentives such as leave for part time employees remain an important tool to attract and retain key individuals. This option helps ensure our part-time employees work at least an average of 24 hours per week (which is required for this incentive) and provides a clear demonstration of the value of those positions.

Additionally, I also support adjustments to the leave retention hours for all employees. This also provides an important retention incentive for our employees that often are unable to use all their leave within a given year. While I recognize that leave management is important, given our small staff and the importance of their tasks, leave is not always an option. Allowing increased leave retention demonstrates that we value our employees and understand the importance of their daily tasks. This would help ensure we retain the very best employees to support our efforts to provide continued Public Works, Utilities, and Building Services to our local community.

Respectfully,

Robert Daniel Wallace
Director of City Services

ORDINANCE 22-21
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING THE 2022 BUDGET

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 accepting grant funds from the National Rifle Association, the Fairbanks North Star Borough and the State of Alaska Division of Homeland Security and Emergency Management.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF October 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-21

Originator/Sponsor: Chief Dutra, Chief Heineken & Robert Wallace

Date: September 15, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
PD Grant Fund	NRA Grant Expense	32-09-9-9003	10,000.00	
PD Grant Fund	NRA Grant Revenue	32-39-9021		10,000.00
General Fund	Wages Full Time	01-54-1-0010	18,750.00	
General Fund	EMPG Grant Revenue	01-37-7100		18,750.00
PW Grant Fund	FNSB Beautification 2022	33-01-9-5010	10,000.00	
PW Grant Fund	FNSB Beautification 2023	33-01-9-5000	9,000.00	
PW Grant Fund	FNSB Beautification Grant Revenue	33-38-3000		19,000.00

Prepared By: Tricia Fogarty **Date:** September 15, 2022

Finance Approval: Tricia Fogarty **Date** September 15, 2022

ORDINANCE 22-22
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING THE 2022 BUDGET TO ACCEPT THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT

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 accepting grant funds from the Edward Byrne Memorial Justice Assistance Grant.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

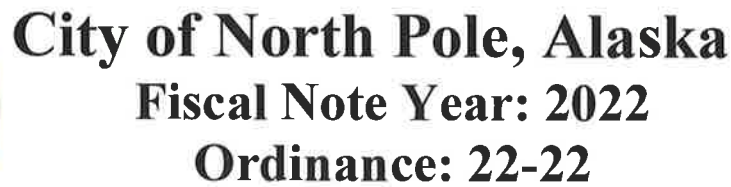
ADOPTED THE ____ DAY OF October 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



Date: September 27, 2022

Finance Approval: Tricia Fogarty **Date** September 27, 2022

ORDINANCE 22-23
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING THE 2022 BUDGET TO PURCHASE A 2022 FORD
F250 PICKUP FOR THE NORTHERN EXPANSION

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 purchase a 2022 Ford F250 not to exceed \$52,000.00.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

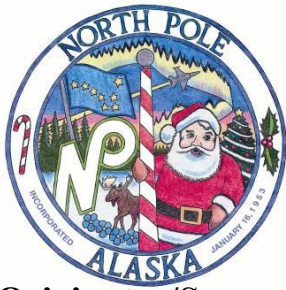
ADOPTED THE ____ DAY OF October 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-23

Originator/Sponsor: Robert Wallace, Director of City Services

Date: September 29, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
Water Reserve	Transfer Out	51-10-9-9990	52,000.00	
Water Fund	Transfer In	41-39-9990		52,000.00
Water Fund	Vehicle Purchase	41-10-9-9960	52,000.00	
Water Reserve	Claim on Cash	51-1-0098		52,000.00

Prepared By: Tricia Fogarty **Date:** September 29, 2022

Finance Approval: Tricia Fogarty **Date** September 29, 2022



CITY OF NORTH POLE

"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

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

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

September 29, 2022

Council Members
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

New Vehicle Purchase for Utilities

City Council -

Request approval of our request to purchase a 2022 Ford F250 truck for \$51,510 to support Utilities Department Operations as part of the State of Alaska Fleet Vehicle Program. See dealer sheet attached. This need was initially identified by my predecessor (Bill Butler) and was included in the continuity files as a pending requirement. This vehicle would complement the current fleet. The purchase would allow for one of our vehicles (2008 GMC Sierra 2500 with 123,000 miles) to either be replaced and sent to auction or continue to be used when needed.

Replacement vehicles are difficult to obtain, and we were fortunate that this one is currently available through Kendall Ford in Anchorage. Ray Marcum (DOT Fleet Sales Rep) mentioned that the next window for purchase would only include a 3-day window (Nov 7-9) and delivery estimates are 8-12 months. Purchasing the vehicle noted above would allow for delivery in late October 2022. The vehicle price is consistent with or lower than others available in the area. In fact, Seekins Ford (Fairbanks) has only one similar model in stock, listed for \$59,163. Funding for this purchase would be supplied from the Flint Hills Settlement Fund. That fund is an appropriate funding source, given the support provided by the City (and Utilities) to water service in that area.

Given the current market for new vehicles, this is an important opportunity for the City of North Pole to maintain consistent, safe, and effective Utilities operations.

Respectfully,

Robert Daniel Wallace
Director of City Services

9-27-2022

CITY OF NORTH POLE
PRICE \$51,510
FOB NORTH POLE

VIN# 1FT7W2B68NEF12321

2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 275



Client Proposal

Prepared by:

Ray Marcum

Office: 907-793-8216

Date: 09/27/2022



Kendall Ford Fleet | 431 Unga St, Anchorage, Alaska , 99501
Office: 907-793-8216 | Fax: 907-793-8255



Prepared by: Ray Marcum

09/27/2022

Kendall Ford Fleet | 431 Unga St Anchorage Alaska | 99501

2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 275

As Configured Vehicle

Code	Description
Base Vehicle	
W2B	Base Vehicle Price (W2B)
Packages	
600A	Order Code 600A <i>Includes:</i> <ul style="list-style-type: none">- Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel- Transmission: TorqShift-G 6-Spd Auto w/SelectShift- GVWR: 10,000 lb Payload Package- Tires: LT245/75Rx17E BSW A/S (4) Spare may not be the same as road tire.- Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.- Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers.- SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.
Powertrain	
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift
X3E	Electronic-Locking w/3.73 Axle Ratio
STDGV	GVWR: 10,000 lb Payload Package
Wheels & Tires	
TD8	Tires: LT245/75Rx17E BSW A/S (4) Spare may not be the same as road tire.
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.
Seats & Seat Trim	
1	Cloth 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar.
Other Options	
160WB	160" Wheelbase
90L	Power Equipment Group

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ray Marcum

09/27/2022

Kendall Ford Fleet | 431 Unga St Anchorage Alaska | 99501

2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 275

As Configured Vehicle (cont'd)

Code	Description
	<i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i>
	Includes: - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual folding, manually telescoping, heated convex spotter mirror and integrated clearance lamps and turn signals.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry
473	Snow Plow Prep Package Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.2L or 7.3L gasoline engines; see body builders layout book for details.</i>
	Includes: - 200 Amp Alternator
41H	Engine Block Heater
86M	Dual 78 AH Battery
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>
PAINT	Monotone Paint Application
76S	Remote Start System
66S	Upfitter Switches (6) Requires Extra Extra Heavy-Duty Alternator (67E) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i>
	Includes: - 200 Amp Alternator
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> Includes: - SYNC Communications & Entertainment System

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Ray Marcum
09/27/2022

Kendall Ford Fleet | 431 Unga St Anchorage Alaska | 99501

2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 275

As Configured Vehicle (cont'd)

Code	Description
<i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.</i>	
Fleet Options	
525	Steering Wheel-Mounted Cruise Control (LPO) Requires valid FIN code.
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
1S_02	Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

STATE OF ALASKA
Department of Public Safety
Division of Administrative Services
Grants Administration

GRANT AWARD

GRANTEE	DEPARTMENT																
NAME: City of North Pole ADDRESS: 125 Snowman Lane CITY: North Pole, AK 99705	NAME: Department of Public Safety ADDRESS: 5700 E. Tudor Road CITY: Anchorage, AK 99502																
CONTACT: Steve Dutra TITLE: Chief of Police	CONTACT: Becca Wilson TITLE: Grant Administrator II																
PHONE: 907-488-6902 EMAIL: sdutra@northpolepolice.org	PHONE: (907) 269-5083 EMAIL: becca.wilson@alaska.gov																
AWARD INFORMATION																	
PROJECT NAME: Multi-jurisdictional Task Force PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG) FEDERAL AWARD: 15BJA-21-GG-00263-JAGX CFDA: 16.738 AWARD AMOUNT: \$144,456.00 PROJECT START: October 1, 2022 PROJECT END: September 30, 2023	GRANTEE UEI: WFLFBAZG5SN9 GRANTEE TAX ID: 92-6001585 GRANT NUMBER: 23-21JAG-02 MATCH REQUIRED: No RISK ASSESSMENT: Low																
APPROVED BUDGET																	
Purpose Area: Law Enforcement																	
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 25%;">COST CATEGORY</th><th style="width: 25%;">FEDERAL SHARE</th><th style="width: 25%;">MATCH SHARE</th><th style="width: 25%;">PROJECT TOTAL</th></tr></thead><tbody><tr><td>Personnel/Salary</td><td style="text-align: right;">92,508.00</td><td style="text-align: center;">-</td><td style="text-align: right;">92,508.00</td></tr><tr><td>Fringe Benefits</td><td style="text-align: right;">51,948.00</td><td style="text-align: center;">-</td><td style="text-align: right;">51,948.00</td></tr><tr><td style="text-align: right;">TOTAL \$</td><td style="text-align: right;">144,456.00</td><td style="text-align: center;">\$ -</td><td style="text-align: right;">\$ 144,456.00</td></tr></tbody></table>		COST CATEGORY	FEDERAL SHARE	MATCH SHARE	PROJECT TOTAL	Personnel/Salary	92,508.00	-	92,508.00	Fringe Benefits	51,948.00	-	51,948.00	TOTAL \$	144,456.00	\$ -	\$ 144,456.00
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Personnel/Salary	92,508.00	-	92,508.00														
Fringe Benefits	51,948.00	-	51,948.00														
TOTAL \$	144,456.00	\$ -	\$ 144,456.00														
AWARD AGREEMENT																	
<p>The Alaska Department of Public Safety, hereinafter called the "Department," and the <u>City of North Pole</u>, hereinafter called the "Grantee," agree as set forth herein.</p> <p>I. The work to be performed under this agreement shall <u>begin on October 1, 2022 and completed no later than September 30, 2023.</u></p> <p>II. This Grant Award consists of this 1) Signature Page; and attached, 2) Grant Agreement; 3) Project Narrative; 4) Budget Detail; Department of Justice 5) Standard Assurances and 6) Certifications.</p> <p>III. By signing this award, the grantee accepts all terms and conditions of the grant agreement in accordance with the FFY21 Justice Assistance Grant (JAG) Program.</p>																	
GRANTEE AUTHORIZATION	DEPARTMENT AUTHORIZATION																
NAME/TITLE: Michael Welch, Mayor	NAME/TITLE: Colonel Maurice Hughes, Director, AST																
SIGNATURE:	SIGNATURE:																
DATE:	DATE:																

GRANT AGREEMENT

ARTICLE I - GOVERNING LAW

Statutory Authority: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Public Law No. 90-351 (34 U.S.C.10101-10726), including subpart 1 of part E (34 U.S.C. 10151-10158 and 28 U.S.C. 530C(a).

ARTICLE II - SCOPE OF WORK

- A. The Grantee agrees that it will implement in all respects the Project Description submitted with the application and is considered a part of this Grant Agreement.
- B. The Grantee agrees to make no change in the project described in the attachment and final approved application without first submitting a written request to the Department and obtaining the Department's written approval of the requested change.
- C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE III – PROJECT PERIOD

- A. The term of this Grant Agreement shall be for the period of time described on the Grant Award page of this agreement and SHALL NOT BECOME EFFECTIVE UNTIL THE AGREEMENT IS FULLY SIGNED BY AN AUTHORIZED SIGNER AND RECEIVED BY THE DEPARTMENT.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in the Grant Award, the Grantee shall so notify the Department in writing at least thirty (30) days prior to the termination date of this Grant Agreement. Such notice shall contain a description of the unusual circumstances causing the project to be incomplete.

ARTICLE IV - REPORTS

A. Reports

In order that the Department may adequately determine the progress of the Grant Project, the Grantee shall make Progress Reports to the Department per the schedule herein. The said Reports shall be on the form provided by the Department and contain the following:

1. **Program Report:** A description of the work accomplished to date, the methods and procedures used, and the impact of the project. *Quarterly* progress reports shall be submitted to the Department no later than fifteen days following the end of each report period. Reports are to be submitted through the Office of Justice Programs Performance Measurement Platform. The reports periods will be October 1-December 31, 2022, January 1-March 31, 2023, April 1-June 30, 2023, and July 1-September 30, 2023.

-
2. **Reimbursement Requests:** The Grantee shall submit a request for reimbursement to the Department at a minimum quarterly. The Grantee will provide the Department approved documentation supporting the expenses with the request for reimbursement. This may be from the Grantee's accounting system.
 3. **Other information** specified by the Department or as may be of assistance to the Department in its evaluation, such as Project Equipment Reports.

B. Other Reports

1. The Grantee shall report any changes to key personnel to the Department within 30 days of the change.

ARTICLE V - FINANCIAL CONSIDERATION

- A. The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities shall result in the subsequent termination of the grant and any balance of funds. It shall also result in the Grantee being required to return to the State any funds determined not allowed.
- B. The Grantee shall submit a request for reimbursement no later than 15 calendar days after the end of a calendar month. A Final Request for Reimbursement must be submitted no later than 30 calendar days following the end of the grant period.

Reimbursement Requests must be:

1. For expenses incurred within the period covered by the grant agreement;
2. For expenses incurred and paid by the Grantee within the request period specified on the Grant Award;
3. Submitted in a format provided or approved by the Department, and must be provided by a responsible signatory of the Grantee;
4. Based upon the Grantee's accounting system, a financial report generated from the accounting system must be attached to the request for reimbursement.
5. Supported by appropriate source documentation including, but not limited to: vendor billings, time sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures. Department staff may request copies of source documentation prior to or after payment for any Reimbursement Requests.
6. The Grantee must use direct charging on timesheets for all time spent on grant related activity or must use a methodology for the allocation of personal services costs approved by the Department. The Grantee must use a cost allocation methodology approved by the Department for any other shared costs charged to the grant and must provide the Department with appropriate documentation supporting the methodology used. The Grantee shall contact the Department for additional guidance or technical assistance.

-
7. No advance payments are authorized under this Agreement, unless approved by the Department.

ARTICLE VI - BUDGET

- A. The Department is not liable for Grantee incurred costs or services that exceed the grant agreement budget. The Department will not honor requests for excessive payments. It is the responsibility of the Grantee to secure a properly executed grant budget revision to this grant agreement when the circumstances require changes to the budget. The Grantee will in no case exceed in expenditure or in commitment the total dollar amount agreed upon in the grant agreement. The Grantee is responsible for any and all over-expenditures and for any disallowed costs that it may incur.
- B. Any change to the terms and conditions of this grant agreement must be made through a written amendment. Amendments do not take effect until signed by the Department.

ARTICLE VII - FINANCIAL MANAGEMENT SYSTEM

- A. The Grantee and any sub-recipient shall adhere to generally accepted accounting principles. The Grantee's financial management system shall: Provide Accurate, current, and complete accounting of financial activities under this grant;
- B. Adequately identify the source and application of funds for cost reimbursable activities;
- C. Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;
- D. Maintain separate financial records for the accounting of funds related to this grant agreement;
- E. Maintain systematic methods to for timely and appropriate resolution of audit findings or recommendations;
- F. Retain source documentation that adequately identifies the nature and use of grant funds; Allow for comparison of actual and budgeted amounts; and,
- G. The Grantee shall comply with all Federal, State, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing W-2 forms to employees.

ARTICLE VIII - AUDIT REQUIREMENTS

- A. An Audit of the Grantee operations may be required by the President's Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, or the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.
- B. A Single Audit is required when an organization is in receipt of State financial assistance that expends a cumulative total equal to or greater than \$500,000 during the entity's fiscal year under the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.

ARTICLE IX - TERMINATION AND MODIFICATION

- A. The Department, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Department the provisions of this Agreement have been violated or the activities described in the Project Description have not progressed satisfactorily. In this regard, the Department may demand refund of all or part of the funds disbursed to the Grantee.
- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual agreement between the Grantee and the Department.

ARTICLE X - CONDITIONS OF AWARD AND ACCEPTANCE

- A. Acceptance within 45 days. Within 45 days from the issuance date of these documents to the Grantee, if the Grantee does not confirm acceptance that it will utilize the grant by signing and returning the award agreement to the Department, obligation to set aside these federal funds for use by the Grantee shall be terminated without further cause.
- B. Commencement within 60 days. If a project is not operational within 60 days of the original starting date of the grant period, the Grantee must report, by letter, to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date.
- C. Operational within 90 days. If a project is not operational within 90 days of the original starting date of the grant period, the Grantee must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department may cancel the project and request Grantor Agency approval to distribute the funds to other project areas.

ARTICLE XI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with State and Federal regulations, policies, guidelines, and requirements with respect to the acceptance and use of funds for this program. Also, the Grantee hereby assures and certifies with respect to this Grant that:

- A. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (OJP) Financial Guide, available online at <http://www.ojp.usdoj.gov/FinGuide/>.
- B. Funds made available under this Grant will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the same purpose.
- C. The Grantee will submit all project-related contracts, subcontracts, agreements, and subsequent amendments to the Department for review and approval prior to execution.
- D. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or

responsibilities with respect to the program during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- E. The Grantee certifies that the programs contained in its application and Project Description meet all the requirements of the 1988 Anti-Drug Abuse Act, that all information is correct, that the applicant will comply with all provisions of the Act and all other applicable Federal and State laws, regulations, and guidelines.
- F. The Grantee will complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9).
- G. The Grantee will, if required, formulate an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR 42.301, et. seq., and submit their EEOP or EEOP Short Form directly to the Office for Civil Rights within 60 days of the date of this agreement. If the Grantee is claiming a full or partial exemption from the EEOP requirement, the Grantee must submit an EEOP Certification Form to the Office for Civil Rights.
- H. The Grantee agrees to the following: to forward to the Alaska Department of Public Safety for submission to the Department for Civil Rights, Office of Justice Programs, U.S. Department of Justice any finding of discrimination against the Grantee by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex and to provide meaningful access to their programs and activities to individuals who are Limited English Proficient.
- I. The Grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)(1)); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Department of Justice regulations on the Equal Treatment for Faith-Based Organizations (28 CFR part 38).
- J. The Grantee assures that in accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in Article XI – O. above.

ARTICLE XII - PROPERTY AND EQUIPMENT

A. Management

The Grantee's procedures for managing equipment (including replacement), whether acquired in whole or in part with funds made available through this Grant, will, at a minimum, meet the following requirements:

-
1. Property records must be maintained which include:
 - i. Description of the property;
 - ii. Serial number or other identification number;
 - iii. Source of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;
 - ix. Use and condition of the property; and
 - x. Disposition data, including the date of disposal and sale price.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must exist to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and the Department, as appropriate.
 4. Adequate maintenance procedures must exist to keep the property in good condition.
 5. If authorized or required by the Department to sell the property, proper sales procedures must be established to ensure the highest possible return.

B. Disposition

The Grantee shall dispose of equipment when original or replacement acquired with grant funds is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Disposition of equipment will be made as follows:

1. Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Department.
2. Items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Seller is also eligible for sale costs.
3. In cases where the Grantee fails to take appropriate disposition actions, the Department may direct the Grantee to take other disposition actions.

ARTICLE XIII - PROJECT RECORD MAINTENANCE, RETENTION, AND ACCESS

- A. The Grantee shall maintain Grant records that disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the project.

B. The following shall have access to any books, documents, ledgers, papers and records of the Grantee determined to be pertinent to the purpose of making audit, examination, excerpts, and transcripts:

1. The U. S. Department of Justice;
2. The Comptroller General of the United States;
3. The Department, its agents, or assigns or successors in function; and
4. Duly authorized representatives of any of the above.

ARTICLE XIV - MONITORING AND EVALUATION

Monitoring shall be accomplished by the Department at times deemed reasonable and proper by the Department. The Department shall make every effort not to disturb or disrupt any program or activity beyond that necessary to secure relevant data and make a reasonable assessment of the Grantee's performance.

- A. Monitoring by the Department may be performed on a continuing basis throughout the grant period and may involve telephone contact, written communication, analysis of submitted reports, and on-site visits.
- B. It shall be the purpose of monitoring by the Department to reinforce, improve, and augment the Grantee's capacity to administer this grant by identifying potential problem areas and recommending corrective action to prevent deficiencies.
- C. The Department shall provide a Monitoring Report in writing to the Grantee which outlines review findings, specifies recommendations which reflect corrective action required, if any, and a due date for the corrective action to be in place.
- D. When the Department has confirmed that the appropriate corrective action has been taken, a letter shall be sent to the Grantee stating that the finding(s) has been closed.

ARTICLE XV - PUBLICATION OF PROJECT ACTIVITIES AND RESULTS

When publicizing project activities and results, the Grantee shall include the following statements:

- A. "The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Public Safety or the Department of Justice."
- B. "This project was supported by a grant awarded by the Alaska Department of Public Safety, through funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics"

ARTICLE XVI - WRITTEN DESCRIPTIONS OF PROGRAMS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal funds, the Grantee shall clearly state the following:

A. The percentage of the total cost of the program or project which is or will be financed with Federal money; and

B. The dollar amount of Federal funds for the project or program.

However, if disclosing this information would in any way imperil the project, the Grantee is exempt from this requirement.

ARTICLE XVII - SPECIAL TERMS, CONDITIONS, AND WAIVERS

A. Any funds not properly obligated by the end of the Grant Award will lapse and revert to the Department. The obligation deadline is the last day of the Grant Award period as specified in Section II of the Grant Award page of this agreement.

B. If the Grantee is a Native Village, Native tribe or another Native tribal entity, the Grantee hereby irrevocably waives any sovereign immunity that it may possess, and consents to suit against itself and its officers, employees and agents, in the courts of the State of Alaska or any other state or federal court of competent jurisdiction, as to all claims or causes of action by the State of Alaska, or the United States or any other person arising out of or in connection with this grant award.

PROJECT NARRATIVE

APPLICANT AGENCY NAME: North Pole Police Department

AMOUNT REQUESTED: \$ 143,268.00

PROGRAM: FFY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PERFORMANCE PERIOD: October 1, 2022, to September 30, 2023

PROJECT NARRATIVE: Please provide answers to the project bulleted list below:

- a. **Project Overview:** A NPPD Detective will be assigned to the Fairbanks Area Narcotics Team (FANT) and will work fulltime with the Alaska State Troopers and other partners assigned to the unit. Their purpose will be to stop the flow of illegal drugs into the State of Alaska, specifically targeting areas in and around North Pole and Fairbanks. The FANT primarily focuses on the Fairbanks and North Pole areas, other surrounding communities, as well as northern Alaska and to the Canadian Border. The primary mission of the FANT is to conduct investigations into the illicit importations, manufacturing, and sale of drugs. This multijurisdictional unit addresses not only drugs, but alcohol as well which is linked to the more serious crimes.

The NPPD has developed specific goals and objectives, which are similar to the priorities set forth in the Alaska JAG program. This project is designed to: 1) coordinate efforts and resources from local, state and Federal agencies through a statewide multijurisdictional task force; 2) interdict and seize controlled substances

and alcohol that are illegally distributed throughout interior Alaska; and 3) investigate and apprehend distributors of controlled substances and illegal alcohol.

b. Statement of Need

The North Pole Police Department (NPPD) is continually evaluating its efforts and successes to better achieve a proactive approach to law enforcement and meet the demands of the surrounding community and citizens of the City of North Pole. 2022 data from the US census, the current population of North Pole is 2285¹, which doubles daily due to 5 public schools and numerous shopping centers, restaurants, and businesses. The number of City and area residents is projected to substantially increase of the next two years due to expansion of area military bases. Serious crimes are becoming more common in the City of North Pole. There is a noticeable increase in the complexity of the criminal activity. The criminal element has been emboldened to take advantage of often changing State laws and substantially reduced penalties for many criminal behaviors; this has taxed law enforcement's ability to proactively root out criminal behavior and has wearied the area residents.

In 2012, a random study of 375 NPPD cases revealed 88 percent of NPPD arrests are made on perpetrators residing outside the City of North Pole; this trend continues, with a burgeoning population within and immediately surrounding the city.

¹ 2020 U.S. Census Bureau

Numerous high-profile drug cases have spotlighted the City of North Pole through the years. Following is a sampling of those cases. NPPD responded to a burglary of multiple apartments. Investigation revealed the suspects were targeting a drug dealer in the complex, who was using that apartment as a stash house. NPPD and the Fairbanks Area Narcotics Team (FANT) seized a substantial quantity of a substance suspected to be crack cocaine. The City of North Pole had the first marijuana butane extraction explosion in the State of Alaska. A planned drug exchange took a bad turn and resulted in a strong-armed robbery and a shooting, which left one suspect in the hospital with gunshot wounds.

A high volume of traffic passes through the City of North Pole on the Richardson Highway, with AADT exceeding 17,000 vehicles in 2018, and a substantial upward trend with thousands of new personnel arriving for support operations at Eielson Air Force Base (EAFB). Housing and business construction, in and around the city, substantially leads the Interior in growth. Property crimes which tend to be fueled by the drug trade increased substantially in 2019 over previous years: burglaries in the City increased by an alarming 600% and larcenies by 20%.

Drug possession and distribution cases in North Pole schools were reduced by 30% City-wide in 2018 due to aggressive drug enforcement activities on school properties. Unfortunately, statistics for drugs violations in North Pole schools are nonexistent in 2021 due to the COVID-19 crisis, which shuttered area schools for much of the year. However, the proliferation, trafficking, and abuse of dangerous

synthetic drugs, and the chronic scourge of methamphetamine, cocaine, and heroin nationwide make it critically important to keep an aggressive enforcement stance against drugs. The State saw a radical increase in the proliferation of illicit drugs just between the years 2018 and 2019, with the Statewide Drug Enforcement Unit (SDEU) reporting over a 400% increase in heroin seizures (22,943 grams), over a 250% increase in cocaine seizures (1,256 grams), and over a 20% increase in methamphetamine seizures (35,481 grams).²

NPPD, through service requests made by the Fairbanks Police Department (FPD) and the Alaska State Troopers (AST), serves not only the City proper but an area surrounding North Pole with a population in excess of 27,000 persons within a 10-mile radius. These service requests are a significant drain on patrol resources and have a significant impact on the quality of investigations and apprehension of suspects.

The North Pole area, to include the City of North Pole, has already begun to see a population explosion due to the assignment of an F-35 fighter jet squadron to EAFB with military personnel, support staff, and families flooding into the area.

Thousands of further personnel arrivals are expected over the next two years as EAFB and its support staff expands. A substantial portion of this population is expected to settle in and directly around the city. NPPD expects the drug and crime rates to continue to soar with the influx of people.

² <https://dps.alaska.gov/getmedia/da3ade74-8c67-4f00-810f-89ecb460d2c0/2019-Annual-Drug-Report.pdf>

To help address the needs of the community at large, the City of North Pole authorized the creation of a full-time position with the multi-jurisdictional drug unit in 2008 and has dedicated a Detective to this assignment every year since then.

NPPD intends to continue this position indefinitely. NPPD's participation with the FANT has proven highly successful with every participating year.

In order to help facilitate this additional position, NPPD is requesting support from the State of Alaska Department of Public Safety pass through JAG sub-grant from Edward Byrne Memorial Justice Assistance Grant (JAG) Program to help fund a portion of the salary and benefits for FY 2022. The continuation of this position greatly enhances the City's ability to meet local law enforcement needs that will impact the criminal elements that plague our area and every community in the State of Alaska.

- c. The goal of this position is to facilitate a joint law enforcement and prosecution effort involving multiple criminal justice agencies across several jurisdictions. These agencies share the common goal of addressing drug enforcement and violent crime problems in and around North Pole, Fairbanks, and other interior Alaskan communities. NPPD wishes to enhance its abilities by fostering better communications, intelligence sharing, and coordinate activities with all Federal, State, and local law enforcement agencies in the State.
- d. NPPD has demonstrated the ability to competently manage an annual budget in excess of \$2.2 million and has managed COPS, Homeland Security, Alaska Highway Safety, and JAG grants in the past. NPPD is set up to handle local, state, and federal

grants through an internal record keeping system that is filed within the Department and simultaneously in the City Accountant's Office. Negotiations, awards, contracts, program/progress records/reports, procurements, invoicing, payments, time sheets, and other fiduciary aspects of grant management are in this system.

The City implements internal controls to ensure compliance with applicable laws and regulations related to all its grant-funded programs. The City recognizes grant revenues when qualifying expenditures are incurred. All of this helps the city meet the requirements of grant agreements and corresponding federal and state laws. The City's accounting system records all costs associated with each of its grants in separate, self-balancing accounts. The accounting records are used as a basis for completing required grant reports. Before posting any results, grant costs are reviewed for reasonableness, allowability, and allocability to each grant project. Grant project accounts are broken into sub-accounts by program element and cost objective.

Appropriate documentation is maintained for personnel costs, fringe benefits, travel, purchases of professional services/consultants, materials, supplies and equipment, and other costs. The accounting records are subjected to annual independent financial statement and single audit.³

The City has formal procurement procedures to assure that professional services, consultants, equipment, materials, and supplies are obtained on a competitive

³ 2019 Single Audit = <https://www.northpolealaska.com/finance/page/city-north-pole-2019-audit>

basis and has procedures to assure that the types of contracts unacceptable to the federal government are not utilized. Quotations are reviewed to assure that the proposed price is reasonable to the contractor, the recipient, and the party providing the funding.

e. Project Activities

NPPD's goals and objectives for this project are to continue to participate in the FANT program by securing funds to augment our budget in FY 2022-23. NPPD's participation in street level drug enforcement and the multijurisdictional task force program will concentrate on enforcement and prosecution of illegal drug and alcohol crimes, particularly drug and alcohol trafficking. NPPD met this goal in FY 2021 by maintaining its participation efforts in FANT.

Continued support of the program currently in place has proven highly beneficial, and serves to coordinate NPPD's law enforcement efforts with AST, FPD, University Police, Airport Police, Fort Wainwright Police, EAFB Security Forces, and Federal agencies in a multijurisdictional effort to curb drug, alcohol, and related crimes on a regional and local basis.

The objectives have been met each year. NPPD's current and past FANT Detectives have enhanced cross-jurisdictional information sharing by supplying NPPD's Officers with vital information related to current North Pole cases. FANT detectives have been a vital link in closing the gap between agencies that has existed for years. NPPD's FANT Detective has been instrumental in facilitating collaboration and

increased communication on drug related cases; these cases have also frequently proven to be related to other serious crimes within the City of North Pole.

f. Performance Measure/Evaluation

Goal #1: Participate in the FANT program and assist with intelligence gathering, undercover operations, case work and arrests.

Objective:

1. Reaffirm the appointment of NPPD's Detective to the FANT position and allocate necessary budget monies to fund the position remaining costs for the fiscal year.

Performance Measures:

1. Reaffirm the appointment of one NPPD Detective to FANT.
2. Approval of funds in the FY 2023 budget to offset actual costs.

During the past year, NPPD used the Byrne funds to pay personnel and fringe benefit costs for its FANT Detective. The FANT Detective assisted with intelligence gathering and undercover operations, resulting in an increased case load and number of violator arrests. In previous years, NPPD's FANT Detective was instrumental in bolstering ephedrine monitoring, as it is commonly used in the production of methamphetamine.

Goal #2: Facilitate and improve information sharing between Federal, State, and local law enforcement agencies.

Objectives:

1. Maintain current strategies to increase information sharing abilities between Federal, State and local law enforcement to decrease criminal activity involving drugs and alcohol.

2. Maintain strong, permanent partnerships with Federal, State, and local law enforcement.

Performance Measures:

1. Maintain Memorandums of Agreement (MOAs) with various law enforcement agencies.
2. FANT Detective facilitates training and education of all NPPD personnel. Training will be focused on increasing the quality of collection and data entry abilities of patrol Officers and Detectives.
3. Data sharing between groups will be evaluated for efficiency.

NPPD has maintained the Memorandums of Agreement with all participating agencies.

Improving information sharing is an ongoing process. NPPD has continued to seek ways to improve this process and allow Patrol Officers access to FANT drug information. The NPPD FANT Detective conducted numerous briefings with various shifts of NPPD Patrol personnel, discussing what clues to look for during traffic contacts, who the local drug pushers and users were, and better ways to improve data entry procedures for police contacts.

Goal #3: Maintain or increase the number of arrests and successful prosecution of violations of State alcohol and drug laws.

Objectives:

1. Facilitate the exposure of underground, illicit drug, and alcohol culture within the Interior of Alaska.
2. Reduce illegal alcohol and/or drug use within the North Pole and Fairbanks area.

Performance Measure:

1. Increase or maintain the number of arrests of illegal alcohol or drug use, possession, distribution, and or importation.

NPPD's FANT Detective has had regular exposure to underground illicit drug use through intelligence sharing with other agencies, partnering with agencies to conduct traffic stops on drug buyers trafficking at known drug houses, and targeting known distributors. These activities have resulted in the seizure of guns, drugs, and money.

Deliverables

- Reaffirm the appointment of NPPD's full time Detective to FANT.
- Plan routine communications from NPPD FANT Detective to NPPD Officers.
- Enforce the current policy and procedures for patrol officers to be required to forward all drug related case information to FANT to help facilitate information sharing, specifically targeting information provided into Alaska Law Enforcement Information Sharing System.

Evaluation

Evaluation for effectiveness is an ongoing process. The NPPD Lieutenant will review shift logs, reports, statistical compilations from the Records Division, and comments from NPPD meetings. His/her regular meetings with the FANT Detective will contribute to an ongoing evaluation process.

NPPD's evaluation process includes review of statistical information regarding arrests and incidents (RMS and or APSIN) and a review of the reports from the State of Alaska District Attorney's Office regarding successful prosecutions. NPPD will engage in routine review of available statistics to chart progress toward stated objectives.

The Lieutenant will monitor each performance indicator as detailed in the Evaluation and Performance Measures. All activities will be monitored on a regular basis. Evaluation

of the project will also occur through the AST FANT Sergeant's progress reports (reports prepared for the Chief, the FANT detective, and the City Accountant).

Time sheets, arrests and any problems will be noted and reported to DPS or other designated persons. The City Accountant will ensure all monetary records are correct and all funds and expenses are accounted for.

PROJECT ABSTRACT

APPLICANT AGENCY NAME: City of North Pole / North Pole Police Department

AMOUNT REQUESTED: \$ 143,268.00

PROGRAM: FFY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PERFORMANCE PERIOD: October 1, 2022, to September 30, 2023

PROJECT SUMMARY: Please provide a brief summary of the project in the box below:

The North Pole Police Department is committed to continue its Federal, State, and other local partners to help identify and dismantle criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol into Alaska communities. The primary objective of this project is to decrease the harm illicit drugs and alcohol cause to the residents of Alaska, particularly those residing in the interior communities.

The North Pole Police Department will assign one fulltime Detective to work with the Fairbanks Area Narcotics Team to facilitate a multi-jurisdictional team stationed in the interior of Alaska. The team will work to interdict illicit drugs and alcohol, help curb organized drug trafficking, and assist in decreasing the overall drug use in the interior through active drug interdiction. The goal is to provide for a safer community, punctuated by an overall drop in violent crimes and violent crimes, as well as lowering Fentanyl use and overdoses.

PROJECT REVIEW

This form is to be completed only by agencies that were awarded FFY21 JAG grants for the previous years from the Alaska Department of Public Safety.

APPLICANT AGENCY NAME: City of North Pole / North Pole Police Department

PROGRAM: FFY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PROJECT SUMMARY: Please provide an overview of your accomplishments.

The North Pole Police Department has provided one fulltime Detective to work in the Fairbanks Area Narcotics Team which is crucial to the multijurisdictional team stationed in the interior of Alaska. The FANT works to interdict illicit drugs and alcohol and helps curb organized drug racketeering and assists with decreasing the overall drug use in the interior through active drug interdiction.

Through out 2021 and 2022, the North Pole Police Department remained committed to working with our Federal, State, and local partners to help combat criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol. The goal of this project was to decrease the harm that illicit drugs and alcohol cause to the residents of Alaska.

Over the past year, the NPPD FANT Detective has worked several major drug seizures, served multiple search and arrest warrants, and worked investigations that led to the prosecution of significant drug dealers and users. Our Detective further supported the efforts of every police agency in the interior, including Federal partners, and fostered solid relationships and information sharing amongst all the different agencies in the interior.



U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

- §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

No Surprises Act (NSA) / Qualified Payment Amount (QPA)

City of North Pole

- Out-of-Network Air Ambulance
 - Fee:** \$1 PEPM (Recommended), OR
 - Percentage of Savings:** 25% of savings between billed & paid services, with a cap of \$30,000 per claim
- NSA Eligible Claims (Emergent, Non-Air Ambulance Services)
 - 25% of savings between billed & paid services, with a cap of \$30,000 per claim

Out-of-Network Air Ambulance Activity		
2020	2021	2022 YTD
No activity	No activity	No activity
NSA Eligible Claim Data (Air Ambulance Excluded)		
1/1/22 – 8/31/22		
No NSA eligible claims		

NOTE:

- Fees apply to NSA eligible claims only.
- Calculation of the fee will be based on the difference between the OON Provider's billed charges and the QPA repriced amount applied to the claim.
- Reduction to the fee owed will occur if during open negotiations and/or arbitration the Plan's final paid amount is increased.
- If billed charges are paid, a fee will not be charged.