



CITY OF NORTH POLE  
Regular Meeting  
March 6, 2023  
City Hall Chambers  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, March 6, 2023  
Workshop – NPPD Recruitment & Retention: 5:45 PM  
Committee of the Whole: 6:30 PM  
Regular City Council Meeting: 7:00 PM

**MAYOR**

Michael Welch  
907-488-8584

**CITY CLERK**

Melissa Dionne  
907-488-8583

**COUNCIL MEMBERS**

Jeffrey Jacobson – Mayor Pro Tem  
DeJohn Cromer – Deputy Mayor Pro Tem  
Anton Keller – Alt. Deputy Mayor Pro Tem  
Chandra Clack  
Aino Welch  
David Skipps

907-460-7733  
907-347-2808  
907-987-2548  
907-460-3767  
907-488-5834  
907-750-5106

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 2/17/2023 (Pgs. 3-10)
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
  - Gavora Inc. – Proposal to move sewer line (Pg. 11)
9. Communications from Department Heads, HR, City Clerk and the Borough Representative (Pgs. 12-13)
10. Ongoing Projects Report
11. Unfinished Business
  - None

**12. New Business:**

- a. Ordinance 23-04, An Ordinance of the City of North Pole Amending the Harassment Policy for the City of North Pole Employees (Pgs. 14-22)
- b. Approval of Master Services Agreement with Two Bears Environmental Consulting, LLC. (Pgs. 23-41)

**13. Council Comments**

**14. Adjournment**



**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, February 27, 2023, in the North Pole City Hall Chambers.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, February 27, 2023, to order at 7:00 p.m.

**Present:**

Jeffrey Jacobson – Mayor Pro Tem  
DeJohn Cromer – Deputy Mayor Pro Tem  
Anton Keller -Alt. Deputy Mayor Pro Tem  
Chandra Clack  
Aino Welch  
David Skipps

**Absent/Excused:**

None

**PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

Led by Melissa Dionne

**INVOCATION**

Given by Ms. Clack

**APPROVAL OF AGENDA**

Ms. Clack *moved to* approve the agenda of February 27, 2023

Seconded *by* Ms. Welch

**On the agenda**

**DISCUSSION**

None

**PASSED**

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

No: 0

Absent: 0

**APPROVAL OF MINUTES**

Ms. Clack *moved to* approve the minutes from the 2/6/2023 meeting

Seconded *by* Ms. Welch

## DISCUSSION

None

## PASSED

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

No: 0

Absent: 0

## COMMUNICATIONS FROM THE MAYOR

- Student of the Month for February 2023 – Marty Goodwin
- The Mayor shared some of the details of the winter legislative session for the 33<sup>rd</sup> legislature in Juneau that the Mayor, Council Woman Welch and Director of City Services Danny Wallace just returned from. They had the chance to talk to many senators and representatives, including our local ones, as well as a US senator. He said that a lot of the things they were trying to do and people they were trying to talk to were disrupted because many people were sick, the COVID numbers were high. The main take away idea to the cities and the state was to figure out how to pay for the things that you need yourselves. Learn your people, know what they want and what they need and learn to pay it yourself. On the way back for Juneau they stopped in Anchorage to talk to 2 Bears Environmental Consulting regarding grant writing for the city, as well as HMM regarding potential environmental investigations for the combined heat and power plant.

## COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

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

- None

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

### Police Department, Chief Dutra

- Both officers returned from academy successfully completing their recert.
- Officer Koerner received his Basic Police Certificate.
- Two cars have been ordered.
- Lt. Smith has taught active shooter at Fairbanks Surgery Center.
- We are scheduling an internet education campaign for parents.
- Finished up Guys Read at 3 local schools Tic-brown, Midnight Sun, and NP Elementary.
- Spoke in front of Senate Judiciary and to Sen. Elvi Gray-Jackson on the Policy Project.
- We have started our hiring app and receiving a lot of inquiries. Officers are engaging applicants in real time. Lt. Smith is attending FTWW & Eielson out processing and getting some interest.
- New videos are being put up on social media and being boosted regularly.
- Doing a self – defense class on Saturday for girls' soccer team

- Completed the range update for APOA and sent to legislators.
- I attended APOA BOD meeting on Friday.

The Mayor asked Chief Dutra why the stats were up so much this early in the year.

- Chief Dutra said that we have a couple of new folks and that the traffic officers that are being proactive.
- The Mayor also shared some information about the police departments' legislative priority of a range based on feedback from his trip to Juneau.

Councilwoman Welch shared some information that she gained while she was in Juneau after talking to a Trooper on this issue and told Chief that he will hopefully be getting a call from him.

#### Fire Department, Chief Heineken

- The new fire engine is now coming along quickly. The latest photos show it is starting to look like a fire engine and the cab interior is fairly complete. They have now given us a more precise timeline for completion, if all goes as planned the final inspection of the apparatus is being planned for the last week of April in Appleton Wisconsin.
- Conditional job offers have been made to two individuals who will fill our current firefighter openings. The candidates must pass physical testing and a physician's firefighter physical as part of the conditional offer. We anticipate having start dates sometime in March.
- Karl Johansson with Johansson Wing Architects met with us on Wednesday February 15th. During the meeting we were able to show him the current station layout and started planning for the new station design. Most importantly we discussed where the new station would be built on the two lots between the current parking pad and Taco King. The good news is we do not see any issues with the space available to build.

#### Finance, Tricia Fogarty

- Ms. Fogarty said that last week was her first full week back from vacation and that her department had some training with Tyler. They have has some issues with assessment billing and will be talking to Tyler on Wednesday for this. The sales tax and business license portion should be live in March and then the conversion will be done.
- She had an initial meeting with Altman & Rodgers, she let them know that we would be moving forward with contracting with them but not until after the 22 year is closed out.
- She said that she has not had any contact with Alliance accounting regarding the audit this year. She said that normally they have an engagement letter and a list of initial docs to send in by now.

Councilwoman Welch asked if the local AirBNB and VRBO rentals are paying their taxes.

- Ms. Fogarty said that her department does check occasionally and recently they have reached out to a few and they have come in and gotten business licenses.

#### Director of City Services, Danny Wallace

##### Building Department

- Although things are fairly slow, we've had inquiries about building permit requirements from FNSB on both the Wescott Pool repairs and a fire suppression backflow device installation at their facilities here in town. We're working with both project managers on the requirements.

##### Public Works Department

- Snowplowing occurred over the past few days and we received a couple of calls (on was outside the City limits). No significant issues and the concerns were resolved.
- We received bids from Phil Hubbard on removing snow to mitigate flooding this spring. This would involve pulling snow from the ditches and moving to his storage location. We're still working through these. Of note, two locations are initially targeted Homestead Road from the corner of W. 1st Ave to corner of Old Richardson Hwy (right side only - \$8920.00) and Fourth Ave to Holiday Dr. down to W. Fifth Ave (\$11,000.00, both sides). We're taking a hard look at these.
- With the help of the Police Department, we submitted a grant application for a backup generator for our Public Works Facility – provides needed redundancy.
- FNSB will be removing hard pack from the Transfer Site this week.

#### Utility Department

- No significant utilities issues over the last couple of weeks.
- Our engineering contract with Respec (an engineering firm we routinely work with for City projects) is included in the Council Packet (p. 30-42). This is a requirement for our Stormwater Grant (being finalized) and will provide advantages when we need to reach out for engineering support for other projects. This is non-binding (we are not bound to use them for projects), but saves money and time if Respec is the best option for City work. I can provide additional details during the New Business portion of the meeting.
- Last week, we had our third working group discussion on ways to mitigate the chronic funding for sewer utilities. The group included our Utilities Supervisor, Paul Trissel, Melanie Swanson, Michelle Peede, and me. We ranked six potential options for the City and discussed/validated. During the next meeting (in March), we'll finalize a briefing for presentation to the Council during the second week of March.
- I'll continue to work on grant submissions for our key priorities (Water Main Replacement, Brookside Park Utilities Support and others), based on feedback from DEC and Senator Murkowski's staff.

#### Moose Creek

- No significant change to this project. We're still projecting closing this out on June 30, 2023.

#### Other items

- Information on our trip to Juneau to include meetings with key leaders and the Alaska Municipal League Conference was emailed to the Council. If you did not receive, let me know. This was a productive trip and it exposed me to the Legislature's operations and constraints and provided insight on the overall way forward for support to our key priorities.

The Mayor asked Mr. Wallace to share some of his thoughts after talking to the legislature in Juneau.

- Mr. Wallace said that the trip was good and he learned a lot about the process.

Mr. Jacobson asked about where we are with the design of the steel water mains replacement.

- Mr. Wallace said that the initial plan was done by Stantec, but they are moving to Repec and have a 15% design document that was done in December 2022.

#### Human Resources, Ellen Glab

- Ms. Glab is out on maternity leave.

#### Borough Representative

Borough meeting 2/23/23

- Ms. Clack was the representative for this meeting.
- She gave the assembly updates on Taco King and Saigon Palace restaurants that are opening in NP.

- The borough is considering Ord 23-18 and placing a playground into Brookside Park. Open comments from the public will be in March.
- Ms. Clack also shared that she attended the ribbon cutting for the new VA clinic. She was able to talk to Dan Sullivan and Lisa Murkowski. Dan Sullivan told her that he would like to send his assistant out to talk to the Council sometime in March.

The Mayor asked about the new VA clinic and what she thought of it.

- Ms. Clack said that it was very nice and with the additional doctors, like chiropractors and physical therapists, available to the vets without going onto Fort Wainwright is going to be a good thing.

#### City Clerk's Office, Melissa Dionne

- Ms. Dionne shared that her vacation was amazing and relaxing and that her batteries are fully charged.
- The website is moving along, we are in the migration stage and training should be scheduled soon along with the first look at the completed site.
- Ms. Dionne attended an Athenian dialogue last week on the book 'The Gifts of Imperfection' she said that it was a great read and recommended it to everyone.

The Mayor asked about linking other community businesses and organizations to the new website.

- Ms. Dionne said that yes, there is a community link section.

#### ON GOING PROJECTS

- Bullying & Harassment policy for the city employees
  - The Council debated the details for a little while of this policy. The Council agreed that they did not need a workshop on the topic and that it would be on the agenda for the next Council meeting.

#### New Business

- Resolution 23-04, A Resolution of the City of North Pole, Alaska, to Approve the 2023 City of North Pole Committees

Mr. Jacobson *moved* to approve the Resolution

Seconded *by* Ms. Clack

#### On the Resolution

##### DISCUSSION

None

##### PASSED

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

No: 0

Absent: 0

- Approval of Master Services Agreement with Respec

Mr. Jacobson *moved* to approve the agreement.

Seconded *by* Ms. Welch

### On the Agreement

#### DISCUSSION

None

#### PASSED

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

No: 0

Absent: 0

- Authorization to Initiate a Seasonal Police Office Hiring Program for the NPPD

Mr. Keller *moved* to approve the authorization

Seconded *by* Ms. Clack

### On the Authorization

#### DISCUSSION

None

#### PASSED

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

No: 0

Absent: 0

- Approval of 2023 ICAC Agreement

Mr. Keller *moved* to approve the agreement

Seconded *by* Ms. Clack

### On the Agreement

#### DISCUSSION

None

#### PASSED

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

No: 0

Absent: 0

### COUNCIL COMMENTS

- Ms. Welch shared while in Juneau that she had a talk with the presenter of the alcohol board information regarding our officers dealing with people/drivers under the influence of marijuana. She said that quite frequently at her school she will have parents pull up to drop off kids that have smoke rolling out when they open their car doors. She asked the public listening tonight that if they are going to partake in marijuana to please not do it while they are driving and especially while children are around. It not only puts the kids getting in and out of cars at the school at risk, but definitely the kids that are in the car while



they are driving. She asked to please think about it before you light up.

- Mr. Jacobson thanked the Council for their continued interest in the bullying and harassment policy. After the Council passed the Resolution opposing the Mahn Cho mine recently the Council was approached by Kinross with talking points against the resolution. He wanted, again, to thank the Council pointing out the issues with the Kinross plan and what these heavy loaded trucks are going to do to our transportation system. He was sick last week and was unable to travel to Juneau, one of the things that he wanted to talk to the delegation about was where the legislature and the governor stands on funding the Northern Region transportation as far as increasing what they have consistently decreased year after year with road maintenance. The Northern Region has suffered about a 40% decrease in funding. This trucking plan alone is going to consume millions of dollars in snow removal, patching and road repair and there is no plan in place to hold Kinross responsible for any contributions or maintenance. The State is telling the local communities that there is no money and that the communities need to find a way to pay their way. He feels like we did our due diligence with the resolution saying that we do not agree with the Kinross plan because of the following reasons. Mr. Jacobson said that he passed out an article to everyone about the IGU signing a deal to purchase gas from the North Slope, the first sale of North Slope gas to a nonlocal utility. It is exciting that the IGU is helping to help air quality and lower home heating costs. Once Kinross announced their trucking plan the costs for a truck to go Prudhoe Bay to Fairbanks nearly doubled in labor costs because that is the cost of hiring nearly 200 truck drivers locally there is not a labor market. So when you start talking about hiring drivers for snow removal to prevent flooding you are not going to be able to get it for what we got last year, your going to pay double or triple, there are real costs. He said that he is not trying to be a Debbie downer, but there are 2 sides to the equation. Everyone is struggling to find qualified drivers and mechanics, police officers and firefighters and we have to look at it with a holistic approach and what is in the best interest of our residents and our community. Again he is not anti-Kinross he is just very concerned about the health and safety of the community and residents. Today while driving he saw a vehicle going around 85 miles per hour, weaving in and out of traffic and he just thought about what would happen with those additional trucks on the road and people driving like that and what the accidents are going to look like. He said that he is glad that we have as many traffic stops as we do in North Pole, that does not happen in Fairbanks, and he thanks the police department for keeping our roads safe and enforcing the laws.
- The Mayor said that he first wanted to comment on his Juneau trip, some of the members that really impressed him gave him the impression that things are going to be good in this state and in this country that they are willing as freshman to come on board and stand their ground and explain their positions. Now that doesn't mean that were in agreement with them, or that he is agreement with them. When it came to Kinross he thought it was important for him to share what we did and why we did it. He let them know that he has traveled that highway several times and has seen how people try and fly around big trucks on the road especially in the summer construction season and slow downs from that and pilot cars. He said that the area of the highway that he was most concerned about is just past EAFB coming into North Pole, that there would often be a whole string of cars on that narrow part of the road with no barriers between the oncoming traffic. There were a few people in Juneau that really impressed him with their knowledge in Juneau. He shared a recent traffic issue that almost occurred while he was a passenger that almost became a bad accident. The Mayor said that he feels one of the worst things that was done

was changing the speed limit on the highway to 65 and that he almost thinks that from 12 mile to Laurence road that we should be able to do a seasonal adjustment to the speed limit and rolling it back to around 50 miles per hour. He said that it is a lot of work dealing with the folks from Juneau, when you start listening to their words you start relaying to you what their baggage is, their experience. We are all products of our experiences, it is not always cut and dry, a lot of people don't know how much blood, sweat and tears goes into a project to try and get it approved, to get it out there as a legislative priority. So we just have to keep hitting it and hitting it and hitting it to get through. You can only tax so much and it is one thing for a US Senator to stand there and say that we can't be 49<sup>th</sup> place in everything and they are worried about why people are leaving Alaska. He said that he was recently approached by a local resident that had an interest in tying into the city utility from a neighborhood that previously had said they were not interested. He said that we may have to think about having a Town Hall meeting to see what the rest of the neighborhood and people in Baker and Northstar subdivision are interested as well. If we are going to replace the old city main lines it might behoove us to tackle the expansion at the same time. He thanked everyone for letting him say what he learned and what keeps going on, he was happy to represent us down in Juneau.

#### ADJOURNMENT

Ms. Welch and Mr. Jacobson *moved* to adjourn

The regular meeting of Monday, February 27, 2023, adjourned at 8:34 PM.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, February 27, 2023.

ATTEST:

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Melissa Dionne, City Clerk

### Proposal to move sewer line

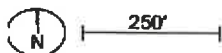
There is currently a "private" sewer-line that runs from Finell Drive across the North Pole Plaza development that services the Pagoda Restaurant and Dr. Wentz's clinic. Our proposal is to move this sewer line to the existing utility easement under the road that connects the parking area to Finell Drive out near Therriault Drive. The new line would be developed to North Pole Utility specifications by us and then adopted by the Utility when the move is completed.




Moving this line will aid the development of Lots 4, 5, 3 as well as Lot 7 of the property.

Gavora Inc has engaged Design Alaska to assist in this effort. Their preliminary study shows no major technical hurdles to overcome with this project.



### North Pole Plaza : OVERALL PLAT



-  Existing Lot Lines
-  Utility Easement
-  Access/ Utility Easement

Thank you for your consideration

Matthew Gavora  
Vice President  
Gavora Incorporated

# City Council Report

Danny Wallace, Director of City Services

March 6, 2023

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## Special Topics

- **Request for City Assumption of Sewer Line on Gavora Property**
  - We reviewed and discussed this request with Matt Gavora a few weeks ago. From our perspective, we do not recommend assuming control of that line, regardless of the condition. This is on private property and will result in additional maintenance burden on the City. Our sewer utilities operate at a deficit each year and this would add additional costs (and no revenue) to our requirements.
  - **We do not support this request.**
- **Grant Writer Master Services Agreement with Two Bears Consulting (TBEC)**
  - The Mayor and I have met with TBEC on several occasions, reviewed their proposal, and have determined that this is the best solution to gain assistance with grant research. This support will include monthly scanning and discussions on opportunities and North Pole input on which opportunities to pursue (TBEC will begin research only if we request). Given that we do not have the depth/expertise to constantly scan emerging grant options and this will provide needed help to address our priorities.
  - The cost (~\$8k per month) is consistent with other firms and this is a month to month agreement that can be discontinued when needed.
  - We plan to use this organization to seek funding for the City's priorities to include the Fire Station (\$20M), Interior Training Facility (\$6M), Water Main Replacement (\$28M), Brookside Park Utilities (up to \$5M), and the Combined Heat and Power Plant (\$110M). We are actively pursuing options for funding for those priorities (at the state and federal level) and last week, I personally submitted two applications to fund the Water Main to the State Revolving Fund and Federal RAISE grant program.
  - **We support this Agreement**

## Building Department

- We recently received building permit/inspection requests for the following projects:
  - Wescott Pool Renovation - \$8.1M
  - The Church at North Pole – cost TBD
- Melanie Swanson completed a one-week training class, Utility Financial Management Training, sponsored by the Tanana Chiefs Conference. This training is focused on small utility policy/procedures for accounting and finance issues. This is part of our efforts to train and professionalize our Utility management efforts.

## Public Works Department

- We continue to have problems with the NPPD annex – the sewer line has frozen three times this year. We are working with the builder (Rod Stanton) on a long term solution. In the interim, we've taken steps to keep the line open and have been able to call Big Foot Pumping and Thawing for support. The bill for all actions required (short and long-term) will be paid by Stanton.

# City Council Report

Danny Wallace, Director of City Services

March 6, 2023

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- We continue to push snow away from the roads throughout City in anticipation of future snow falls. Things continue to go well and the weather continues to cooperate.
- We received the final paperwork for our Drainage Survey Grant (\$46k) and we will begin that project in the next few weeks. This will help support planning to address chronic flooding throughout the city. We anticipate actions to include redoing our culverts in low areas, drainage catch basins and other changes in the City as a result, but we're awaiting the results of the survey to make changes. We anticipate feedback and planning information by mid-summer 2023.

## Utility Department

- No significant utilities issues over the last week.
- Our Master Services Agreement with Respec (approved during the last Council session) is in the process of being signed.

**ORDINANCE NO. 2023-04**

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE  
HARASSMENT 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 up to date with its  
protections for its 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 section 291: Sexual Harassment, are hereby  
amended in the North Pole Code of Ordinances as follows: [new text in red,  
deleted text in ~~strikethrough~~] see attached.

~~2.36.291 Sexual harassment.~~

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

~~1.—Submission to the conduct is either an explicit or implicit term or  
condition of employment;~~

~~2.—Submission to or rejection of the conduct is used as a basis for an  
employment decision affecting the person rejecting or submitting to the  
conduct;~~



34 ~~3.—The conduct has the purpose or effect of unreasonably interfering~~  
35 ~~with an affected person's work performance, or creating an intimidating,~~  
36 ~~hostile or offensive work environment;~~

37 ~~4.—Third Party Situations. One individual is offended by the sexual~~  
38 ~~interaction, conduct or communications between others.~~

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

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

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

59 ~~E.—The City will permit no employment-based retaliation against anyone who~~  
60 ~~brings a complaint of sexual harassment or who speaks as a witness in the~~  
61 ~~investigation of a complaint of sexual harassment. (Ord. 22-09 § 2, 2022; Ord.~~  
62 ~~98-12 § 2, 1998)~~

63  
64 **Section 3. Effective Date.** This ordinance shall become effective upon signing.  
65

66 ADOPTED THE \_\_\_\_ DAY OF March 2023.

67

68

69

70

71 ATTEST:

72

73

74 \_\_\_\_\_  
Melissa Dionne, City Clerk

\_\_\_\_\_  
Mayor Michael W Welch

PASSED/FAILED

Yes:

No:

Absent:



## **2.36.291 Bullying and Harassment**

A. All City of North of North Pole employees and members of the City Council shall complete Sexual Harassment Training and Anti Bullying training in their first 120 days of employment/election.

B. Workplace Bullying

*Definition of Bullying*-The repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

1. Threatening, humiliating or intimidating behaviors.
2. Work interference/sabotage that prevents work from getting done.
3. Verbal abuse.

C. *Examples* - The following types of behavior are examples of bullying:

1. Verbal bullying. Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
2. Physical bullying. Intentionally or recklessly pushing, shoving, kicking, poking, tripping, assaulting or threatening of physical assault, causing damage to a person's work area or property.
3. Gesture bullying. Nonverbal gestures that convey threatening messages.
4. Exclusion. Intentionally and repeatedly socially or physically excluding or disregarding a person in work-related activities.

In addition, although every allegation shall be evaluated within the full context within which it takes place the following examples may constitute evidence of bullying in the workplace:

1. Persistent singling out of one person without just cause.
2. Shouting at an individual in public or in private.
3. Using obscene or intimidating gestures.
4. Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
5. Personal insults and use of offensive nicknames.
6. Public humiliation in any form.
7. Constant criticism on matters unrelated to the person's job performance or description.
8. Repeatedly and falsely accusing someone of errors..
9. Deliberately interfering with mail and other communications.
10. Spreading rumors and gossip regarding individuals.
11. Encouraging others to disregard a supervisor's instructions.
12. Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot reasonably be met, giving deliberately ambiguous instructions).
13. Taking credit for another person's ideas.
14. Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
15. Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.

16. Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying shall promptly report this to their supervisor or Human Resources before it becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the City of North Pole to take appropriate action.

#### D. Sexual Harassment

1. The giving or withholding of tangible job benefits based on granting sexual favors (*quid pro quo*) and any behavior or conduct of a sexual/gender-based nature that is demeaning, ridiculing, or derisive and results in a hostile abusive, or unwelcome work environment constitutes sexual harassment.
2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.
4. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence against them, and an opportunity to respond before any disciplinary action may be taken.
5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
6. All employees, supervisors, and management personnel shall receive training on the sexual/gender harassment policy and grievance procedures during orientation and in-service training.
7. Intra-office dating. The very nature of the work environment fosters the potential for the development of interpersonal relationships or romances. Such romances often result in successful, long-term relationships however, workplace romances also raise various potential workplace issues, ranging from jealousy and retribution to poor morale, poor job performance, and sexual harassment claims.
8. Employees are not prohibited from dating or entering into consensual relationships except dating/consensual relationships are prohibited between employees when one employee has supervisory authority over the other employee .

Because the City may face workplace disruptions and exposure to legal liability when workplace relationships go awry, all personnel are required to disclose the relationship to Human resources and the City Attorney. The City Attorney shall not be required to further disclose the relationship but may require the individuals to sign a *statement of consensual relationship* to limit employer liability and help prevent the potential for sexual harassment lawsuits.

#### E. PROHIBITED CONDUCT (Types of Sexual Harassment). The following acts are prohibited:

1. Any unwelcome advances made by an employee who unsuccessfully attempts reconciliation with an employee with whom a romantic relationship has occurred.

2. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, non-verbal, or physical.
3. Any transmission of derogatory or offensive material or remarks via electronic communications by employees, supervisors or management personnel.
4. Sexual Harassment: The two major categories of sexual/gender harassment are:
  - a. *Quid Pro Quo*, or the granting or conditioning of tangible job benefits or the granting of sexual favors.
  - b. Creating a hostile or unwelcome work environment, can occur through any or all of the following general means.
    1. Level One: Sex role stereotyping.
      - i. Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that a specific gender may / should perform.
      - ii. Comments or written material reinforcing traditional historic perceptions regarding gender.
    2. Level Two: Gender harassment/discrimination.
      - i. Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender that is demeaning, ridiculing, or derisive.
      - ii. Creating an environment that demonstrates a demeaning, ridiculing or derisive attitude toward a specific gender.
    3. Level Three: Targeted or individual harassment.
      - i. Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
      - ii. Offensive conduct may be verbal, visual, or physical, including unwanted touching of a non-criminal nature.
    4. Level Four: Criminal touching.
      - i. The intentional unwanted touching of the breasts, buttocks, or genitals of another.
      - ii. Forcible sexual abuse.

**F. REPORTING AND INVESTIGATION. (See Grievance Procedures)**

**G. TYPES OF CORRECTIVE ACTION.** Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

1. Informal Action.
  - a. Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the

conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at Levels 1-3 are not required to use the informal process and may file a formal complaint if they so desire (see Grievance Process).

b. This notification may be:

1. Verbally, in person.
2. In writing, signed or unsigned.
3. Through a supervisor, verbally or in writing. The victim may:
  - i. Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
  - ii. Request the supervisor to accompany the victim when the victim gives the offending employee notice.
  - iii. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
  - iv. Ask the supervisor alone to provide notice to the offending employee.

2. Formal Action.

- a. Employees who are experiencing an unwelcome or hostile work environment at Level Four as described above, or who have been subjected to *quid pro quo* type sexual harassment, shall address that unwelcome behavior/conduct through the formal remedial process.
- b. Formal complaints shall be in writing and specify:
  - a. The identity of the victim.
  - b. The identity of the offending employee.
  - c. The offensive behavior that the employee engaged in.
  - d. The frequency of the offensive behavior.
  - e. Damage the victim suffered as a result of the offensive behavior.
  - f. How the victim would like the matter resolved.
- c. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.
- d. The victim should submit formal written complaints to their immediate supervisor who shall forward the complaint to Human Resources and the Mayor. If the immediate supervisor is the employee engaging in offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the Mayor, or designee.
- e. An immediate investigation will be conducted by individuals not involved in the complaint as designated by the Mayor. This investigation may include a supervisor, a member of

the Public Safety Department, and another Department / Administrative level employee of the City, but may require the assistance of trained staff from another municipality or public agency.

**H. DISCIPLINARY ACTION.** Employees found guilty of sexual harassment or workplace bullying will face disciplinary action up to, and including, termination based on all the circumstances of the case, as well as the offending employee's work history. Any disciplinary action shall be subject to review as set forth in 2.36.320

**I. CONFIDENTIALITY. ( *Grievance Procedures / Confidentiality* )**

**J. VICTIM PROTECTION.**

3. Individual complaints, either verbal or written, are confidential except as needed to address the complaint.
4. Victims of alleged sexual harassment or bullying shall not be required to confront the accused outside of a formal proceeding.
5. The accused shall not contact the victim regarding the alleged harassment.
6. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
  - a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination.
  - b. Retaliation is an additional and separate disciplinary offense.
  - c. Retaliation may consist of, but is not limited to, any of the following:
    1. Overt hostility.
    2. Exclusion or ostracism.
    3. Special or more closely monitored attention to work performance.
    3. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

**K. FALSE or BAD FAITH CLAIMS.** False or bad faith claims regarding sexual, or gender harassment shall result in disciplinary action, up to and including termination, against the accuser, and may be referred for potential violations of civil or criminal law.

**L. EDUCATION AND TRAINING.**

1. Prevention is the best tool for the elimination of sexual harassment.
2. The Human Resource Administrator, or designee, shall provide or acquire for members of boards, commissions, councils, and employees of departments, a training program designed to educate and thereby prevent sexual harassment. This program can be virtual, digital, or in-person.

3. All members of boards, and committees. Councils and employees of departments shall receive a copy of this section as part of a mandatory Education and Training session to be conducted with all members of board committees, councils, and employees of departments.
4. The Human Resources Administrator, or designee, shall notify all members of boards, commissions, councils, and employees of departments, in advance, of each training session, and shall maintain records of all participants.
5. No member of boards, commissions, councils or employees are exempt from this provision.

#### **M. MAINTAINING COMPLAINT FILES.**

1. Information related to any sexual harassment complaint, proceeding, or resolution shall be maintained in a separate and confidential sexual harassment complaint file. This information shall not be placed or maintained in an employee's personnel file. This file shall be maintained by the Human resources Administrator, or designee and a copy shall be maintained by the City Attorney.
2. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the Chief Executive, or designee.
3. Participants in any sexual/gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

## CITY OF NORTH POLE

### MASTER SERVICES AGREEMENT

#### MSA-NORTH POLE-TBEC-2022-01 #4-6-2022C

This Master Services Agreement ("MSA") is effective on the 21 day of March 2023 ("Effective Date") between the City of North Pole (hereinafter "NORTH POLE"), and Two Bears Environmental Consulting, LLC with an office at 6132 Farpoint Drive, Anchorage AK 99507, a SBA certified 8(a) and Economically Disadvantaged Woman-Owned Small Business (EDWOSB) organized and existing under the laws of the State of Alaska (hereinafter "TBEC").

#### WITNESSETH:

**WHEREAS**, from time to time, NORTH POLE may request the TBEC to provide expertise and services to NORTH POLE to further NORTH POLE's operations; and

**WHEREAS**, North Pole wishes to enter into a master services agreement with TBEC setting forth the general terms and conditions to apply should NORTH POLE request TBEC to provide such services to NORTH POLE; and

**WHEREAS**, TBEC is in the business of providing such services and desires to enter into such a master services agreement;

**NOW, THEREFORE**, for good, valuable and sufficient consideration provided and to be provided, including, without limitation, the mutual covenants set forth herein, NORTH POLE and TBEC hereby agree as follows:

#### **1.0** THE CONTRACT:

**1.1** The following Exhibits are attached to and made a part of this Master Services Agreement ("MSA") between NORTH POLE and TBEC for all purposes: (a) Exhibit "A-1" Request for Services, retainer agreement, (b) Exhibit "A-2" Request for Services, additional services, e.g., permitting, environmental services, etc., and (c) Exhibit "B" Company Qualifications and Compensation, and (d) Special Insurance Requirements.

**1.2** NORTH POLE and TBEC agree that, commencing on the Effective Date, this MSA shall apply to all services which TBEC or its parent, subsidiary or any affiliate provide to, for or on behalf of NORTH POLE or its parent, subsidiary, or affiliate, pursuant to a written Request for Services issued by NORTH POLE and accepted by TBEC as set forth in Article 2.0, SCOPE OF WORK. This MSA together with such written Request for Services shall collectively constitute the "Contract."

#### **2.0** SCOPE OF WORK

NORTH POLE shall send TBEC a Request for Services in the form set forth in Exhibit "A-1", Request for Services, retainer agreement. The Request for Services shall describe in detail the labor, services, materials, and work to be provided (herein together referred to as the "Retainer Work").

NORTH POLE shall send TBEC a Request for Services in the form set forth in Exhibit "A-2", Request for Additional Services, over the 70 hours/month authorized in the retainer agreement (A-1). Examples of additional services include permitting or environmental activities. The Request for Services shall describe in detail the labor, services, materials, and work to be provided (herein together referred to as the "Additional Work"). If TBEC agrees to perform the Work under the terms set forth in the Request for Services, then TBEC shall acknowledge such agreement by returning to NORTH POLE the Request for Services signed by a duly authorized representative of TBEC. TBEC shall perform the Work in accordance with the Request for Services and the terms of this MSA. In the event of any conflict between the Request for Services and this MSA, the terms



of the MSA shall prevail.

TBEC shall arrange for its personnel, material and equipment as defined in the Request for Services to be available and ready for the commencement of Work at the designated location and on the schedule specified in the Request for Services.

### 3.0 **NOTICES**

**3.1 NOTICES.** All notices and/or communications required under this Contract will be properly made when in writing and delivered in person, or sent by certified U.S. mail (postage paid, return receipt requested), overnight courier service, facsimile transmission, or email to the addresses set forth in Section 3.2, ADDRESSES. Notices shall be effective when received by the addressee.

**3.2 ADDRESSES.** The notice addresses of NORTH POLE and TBEC are as follows, unless changed by written notice:

	CITY OF NORTH POLE	TBEC
Name:	City of North Pole	Two Bears Environmental Consulting, LLC
Address:	125 Snowman Lane North Pole, AK 99705	6132 Farpoint Drive Anchorage, AK 99507
Name of contact:	Michael W. Welch	Ronni L Wilcock
Telephone No.:	907-488-8584	(907) 929-0443 ext. 2 office (907) 952-8463 cell (907) 917-2860 Fax
Facsimile No.:	907-488-3002	
Email:	<a href="mailto:northpolemayor@gmail.com/constituantesmail">northpolemayor@gmail.com/constituantesmail</a> Or <a href="mailto:MWelch@northpolealaska.org/interagencyemail">MWelch@northpolealaska.org/interagencyemail</a>	ronni@tbec-ak.com

### 4.0 **TERM**

**4.1 TERM OF REQUEST FOR SERVICES.** The term of a Request for Services ("Term") shall commence on the date set forth in the Request for Services and shall continue until terminated by NORTH POLE or as provided in the Request for Services.

#### **4.2 EARLY TERMINATION/SUSPENSION OF REQUEST FOR SERVICES.**

**4.2.1 TERMINATION/SUSPENSION WITHOUT CAUSE.** NORTH POLE may, at any time, upon issuance of written notice to TBEC, in whole or in part, terminate or suspend the Work under a Request for Services at any time during the Term of a Request for Services for any reason. In the event of such early termination or suspension, TBEC will be entitled to recover from NORTH POLE only:

- (i) compensation payable for Work performed prior to the date of such termination or suspension, and
- (ii) any undisputed and properly documented direct costs which TBEC would not have incurred but for such early termination or suspension shown to have been reasonably and properly incurred by TBEC, including, but not limited to, demobilization costs, subcontractor charges, finance charges and early termination and suspension charges. TBEC is entitled to early termination and suspension charges only if such



charges are provided for in the Request for Services.

NORTH POLE shall not be obligated to pay any other amount (including any payment for lost profits or other consequential economic damages) to TBEC as a result of any such early termination or suspension.

**4.3** TERMINATION FOR CAUSE. If: (i) TBEC fails without good cause to perform the Work or any part thereof in a good and workmanlike manner or to fully, faithfully or timely perform any of its obligations hereunder due to no fault on the part of NORTH POLE or (ii) TBEC (a) goes into liquidation (other than voluntarily for the purpose of re-organization or reconstruction), (b) makes an arrangement, composition or compromise with its creditors, (c) has a receiver appointed in respect of the whole or any part of its assets, or (iii) the equivalent of (ii) (a), (b) or (c) above occurs, NORTH POLE may at any time thereafter terminate a Request for Services upon issuance of written notice without any liability to compensate TBEC for such termination other than as defined in 4.2.1 above. Such termination shall be without prejudice to NORTH POLE's rights at law or in equity to claim damages against TBEC for its failure to perform the Work or any part thereof.

## **5.0 COMPENSATION, INVOICING AND PAYMENT**

**5.1** COMPENSATION. As consideration for the Work performed, NORTH POLE shall pay TBEC compensation as provided in the Request for Services pursuant to which the Work is performed, unless such compensation is not provided in the Request for Services, in which case NORTH POLE shall pay TBEC in accordance with the Compensation Schedule attached as Exhibit "B." Such Compensation Schedule may be modified or supplemented only by NORTH POLE previously agreeing to such modification or supplementation, initialing such modified or supplemented Compensation Schedule, and returning an initialed copy thereof to TBEC. All reimbursable air travel by TBEC shall be coach.

**5.2** INVOICING. TBEC shall send all invoices to NORTH POLE via email or the address set forth in the Request for Services along with summary of hours and applicable rates, all third-party invoices and other supporting documentation of costs incurred by TBEC and chargeable under the Request for Services. TBEC will note the order number assigned to this MSA and to the Request for Services on the front of each invoice.

**5.3** PAYMENT. Unless otherwise provided for in the Request for Services, TBEC's invoices which are appropriately documented and not disputed shall be paid within thirty (30) days of NORTH POLE's receipt of such invoices. Payment of all or any part of any invoice shall be without prejudice to NORTH POLE's right to seek reimbursement of any such payment if NORTH POLE subsequently discovers by audit or other means that TBEC should not have been paid.

**5.4** NO LIEN. TBEC shall take all action reasonably necessary to avoid the attachment of a lien on any real or personal property of TBEC or any other person directly or indirectly benefitted by the Work and to promptly obtain the removal of any such lien by posting the required bond if such lien is disputed and satisfying such lien if it is not disputed. TBEC shall upon demand **DEFEND, INDEMNIFY AND HOLD NORTH POLE HARMLESS** from all costs (including reasonable actual attorney's fees and legal, expert and bond costs and premiums), damages, losses, and liabilities resulting from, based upon or arising out of any liens, claims, or causes of action for any failure of TBEC, its subcontractors, suppliers or lessors to pay for any services, labor, materials or equipment that is furnished as part of the Work, notwithstanding anything to the contrary contained in Article 10.0 INDEMNIFICATION.

**5.5** DISPUTES. If NORTH POLE disputes an item billed, NORTH POLE shall, within thirty (30) days of receiving TBEC's invoice, notify TBEC of the item in dispute. NORTH POLE shall not delay payment of the undisputed part of the invoice. Payment of items in dispute may be withheld by NORTH POLE

without interest until the dispute is resolved without NORTH POLE being in breach of the Contract. Payment of an invoice shall not prejudice the right of NORTH POLE to subsequently dispute any part of such invoice or to recover the paid amount.

## **6.0 TBEC'S RESPONSIBILITIES**

**6.1 OPERATIONS.** At NORTH POLE's request, TBEC shall assign an on-site TBEC representative who shall supervise the Work and be the single point of contact for NORTH POLE. TBEC shall use its best efforts to maintain good relations with NORTH POLE's community members, customers and all owners, tenants, lessees, other contractors and subcontractors, and members of the general public who are affected by the Work and shall not knowingly violate any rights of any such person in performing the Work. TBEC shall notify NORTH POLE promptly of all communications, demands or requests from any state, federal or local governmental entity or official or any other person concerning matters related to the Work or the Work site. NORTH POLE reserves the right to let contracts for other work and TBEC agrees to coordinate its work with the work of other contractors and subcontractors (if any) at the Work site.

**6.2 INDEPENDENT Consultant.** TBEC is an independent consultant. The employees, methods, manners, means, sequences, tools, materials and equipment supplied or used by TBEC and its subcontractors (if any) shall at all times be at TBEC's election and under TBEC's exclusive direction and control unless expressly specified to the contrary in the Request for Services. TBEC, its employees, and subcontractors are not employees, agents, partners, or joint venturers of NORTH POLE, and shall not hold themselves out as such. NORTH POLE shall not direct or control the method, manner, means or sequences in which TBEC performs the Work, and is interested only in securing the desired results.

**6.3 TBEC EMPLOYEES - SECURITY.** TBEC shall not permit its subcontractors (if any), or their respective employees, agents, invitees or licensees to enter the Work site other than the areas designated by NORTH POLE. TBEC shall remove all such persons from the Work site whom NORTH POLE advises TBECare, in NORTH POLE's sole discretion, objectionable or unacceptable to NORTH POLE.

**6.4 INCIDENT REPORTING.** TBEC shall furnish NORTH POLE, and require its subcontractors to furnish NORTH POLE, with immediate notification of any injury to or death of any person(s), damage to any public or private property, or any safety, health, or environmental issues, hazards or incidents in any way involving the Work or the Work site. TBEC shall provide NORTH POLE with (a) a detailed written incident report within forty-eight (48) hours after the occurrence of any such problem or within forty-eight (48) hours after the incident first comes to its attention; (b) a copy of all investigation reports with respect to such problem, hazard or incident that TBECgenerates or receives (if any); and (c) a copy of all other non-privileged requested or required documentation with respect to such problem, hazard or incident that TBEC generates or receives.

**6.5 CHANGES AND EXTRA WORK.** NORTH POLE may order extra Work or may make changes to the Work. Upon the occurrence of any such order, the Request for Services shall be modified accordingly in writing and signed by NORTH POLE and TBEC prior to any commencement of such extra or modified Work.

**6.6 PERMITS; LICENSES.** Prior to beginning the Work, TBEC shall obtain and maintain thereafter all licenses, permits, certificates, and other forms of documentation required for TBEC to perform the Work. At NORTH POLE's request, TBEC shall furnish copies of such documentation to NORTH POLE. Performance of the obligations in this Section shall be at TBEC's sole expense.

**6.7 DISPOSAL OF NORTH POLE PROPERTY.** Without the prior written consent of NORTH POLE, TBEC shall not dispose of, sell, remove, destroy, or allow any other disposition of NORTH POLE's

property in TBEC's possession, custody, or control.

**6.8** SUBCONTRACTOR OBLIGATIONS. TBEC's obligations to NORTH POLE under the Contract shall be binding upon all of its subcontractors contributing to the Work. TBEC shall incorporate the provisions of the Contract into such subcontracts for the intended benefit of NORTH POLE.

## **7.0** WARRANTY

TBEC warrants and represents that it will: (a) perform the Work in a good and workmanlike manner consistent with applicable industry standards and practices; (b) use sound engineering and/or technical principles in executing the Work, as applicable; (c) perform the Work in compliance with any specifications applicable to the Work that are provided by NORTH POLE; (d) unless otherwise agreed in writing, use or furnish materials and equipment that are merchantable, fit for their intended purpose, and new; and (e) where mutually agreed in writing, use or furnish materials and equipment that are merchantable, fit, and used.

## **8.0** INSPECTION

NORTH POLE shall have the right, but not the duty, to inspect the Work regardless of location. NORTH POLE's inspection of or failure to inspect any portion of the Work shall not constitute approval by NORTH POLE, and neither inspection nor approval by NORTH POLE shall relieve TBEC of its obligations under the Contract.

## **9.0** INSURANCE

Unless excused by or required to the contrary in the attached Exhibit C, at all times and at TBEC's sole cost, TBEC shall maintain the following minimum types and limits of insurance in compliance with all applicable laws with insurance carriers satisfactory to NORTH POLE: (a) Workers Compensation Insurance with statutory limits, each accident/each disease for each jurisdiction in which any part of the Work is furnished; (b) Employer's Liability Insurance with single limits of not less than \$1,000,000 each occurrence and in shared aggregate \$2,000,000 limit; (c) Commercial General Liability Insurance (including, but not limited to, blanket contractual liability) with combined bodily/personal injury, death and property damage single limits of not less than \$1,000,000 each occurrence and in shared aggregate \$2,000,000; and (d) any other insurance coverage that NORTH POLE may require from time to time in writing. Whenever requested, TBEC shall furnish evidence satisfactory to NORTH POLE that all such required insurance coverages are in effect. To the fullest extent permitted by applicable law and without in anyway limiting either TBEC's or NORTH POLE's liability or obligations under the indemnity provisions hereof, to the extent of the obligations expressly assumed by TBEC hereunder, all insurance policies maintained by TBEC in accordance with the requirements set forth above shall include: (i) NORTH POLE, its affiliates and any persons to any agreement with NORTH POLE pursuant to which NORTH POLE is required to have them named as additional insured with respect to the Work as additional insured except as to any contractual liability coverage procured by TBEC for which an "insured v. insured" exclusion would be applicable; and (ii) a waiver of any insurers' rights of subrogation against NORTH POLE and its customers, clients, other TBECs, and any persons to any agreement with NORTH POLE pursuant to which NORTH POLE is required to obtain such a waiver with respect to the Work. TBEC's insurance shall be regarded as primary insurance underlying any other applicable insurance obtained by NORTH POLE to the extent of the obligations expressly assumed by TBEC hereunder.

## **10** INDEMNIFICATION

**10.1** TBEC agrees to defend, indemnify and hold harmless NORTH POLE, its subsidiaries, affiliates and related companies, its and their working interest owners, co-lessees, co-owners, other TBECs and subcontractors (excluding TBEC and its subcontractors), and any others for whom any of the foregoing may be acting, and the agents, directors, members, managers, shareholders, partners, officers and employees of any one or more of the above named or described parties (together "NORTH POLE Group") from and against any and all claims, demands, causes of action, suits, damages, liabilities, losses, and

expenses, including court costs and reasonable actual attorney's fees, brought by any person or party, for loss of or damage to the property of any person in TBEC Group (as defined in 10.2 below) or for injury to, illness or death of any person (or their spouses, relatives or dependents) in TBEC Group, arising out of, related to or in connection with the Work performed under this Contract, regardless of the cause of such loss, damage, injury, illness or death, even though such loss, damage, injury, illness or death is caused by the act, omission, negligence, fault or strict liability of any person in NORTH POLE Group; provided, however, TBEC shall not be liable for nor required to defend, indemnify or hold harmless any person in NORTH POLE Group in the event (a) such damage, injury, illness, or death is caused by the gross negligence or willful misconduct of such person or (b) neither such person nor the person for which such person is employed or represents has agreed to similarly defend, indemnify and hold harmless TBEC Group.

**10.4** Except as provided elsewhere in this contract to the contrary, TBEC agrees to defend, indemnify and hold NORTH POLE harmless from claims, losses, liability, or causes of action arising in favor of third parties, but only to the extent such are caused by TBEC's negligence. NORTH POLE agrees that is liable for its negligent acts or omissions.

## **11.0 GOVERNING LAW**

Except as otherwise expressly provided in this MSA or the Request for Services, the Contract shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflicts of law principles that might apply the law of any other jurisdiction.

## **12.0 TAXES**

Lump-sum compensation shall include sales, use, and other excise taxes arising from performance of the Work. TBEC shall pay such taxes directly to its suppliers or to the appropriate tax authorities. TBEC shall not include such taxes in its invoices for Work performed in those jurisdictions where NORTH POLE may accrue and pay taxes directly to the appropriate tax authorities. If compensation to TBEC is other than lump-sum, TBEC's invoices shall display the total amount of applicable sales, use, and other excise taxes paid or billed to TBEC.

## **13.0 COMPLIANCE WITH LAWS**

TBEC shall comply with and shall require all others engaged by it to comply with, federal, state, and local laws, rules, and regulations pertaining to the Work and/or the Work Site. To the extent required by law, rule or regulation TBEC shall comply, and require its sub TBECs to comply, with the following: The Immigration Reform and Control Act of 1986 and related regulations; The Equal Opportunity Clause prescribed in 41 CFR 60-1.4 (race, color, religion, sex, national origin); the Affirmative Action Clause prescribed in 41 CFR 60-250.4 (veterans); and the Affirmative Action Clause prescribed in 41 CFR 60-741.4 (handicapped workers); and 48 CFR Chapter 1 Subpart 20.3 (utilization of Labor Surplus Area Concerns); Executive MSA 12138 (women-owned businesses); 41 CFR 60-1.40 (establishment of a written affirmative action program within 120 days from the effective date of this Order); 41 CFR 60-1.7 (filing the Employer Information Report annually); 41 CFR 60-1.8 (non-segregated facilities); The Fair Labor Standards Act of 1938 as amended, and related regulations; 46 CFR Parts 4, 5 and 16, and 49 CFR Parts 40 and 199 (the Anti-Drug Plan and Drug Testing requirements of the U.S. Coast Guard, the U.S. Department of Transportation, and the U.S. Research and Special Programs Administration); and The Clean Air Act, the Occupational Safety and Health Act (regulating the handling and use of asbestos or asbestos-containing material), 40 CFR Part 61 Subparts A and M, 29 CFR 1926.58 (Construction, Industrial Standards for Asbestos), 29 CFR 1910.1001 and 1101 (Asbestos), 29 CFR 1910.134 (Respiratory Protection), 29 CFR 1910.20 (Medical), and all other applicable state rules and regulations for the abatement of asbestos materials.

## **14.0 SAFETY, HEALTH, AND ENVIRONMENTAL**

**14.1 LAWS, REGULATIONS AND PROCEDURES.** TBEC shall require its employees, agents, invitees, licensees, and others engaged by it to comply with applicable federal, state, and local safety, health, environmental and substance abuse laws, regulations, and procedures and to comply with NORTH POLE safety, health, environmental and substance abuse policies and procedures while TBEC is performing the Work. TBEC is responsible for notifying and training these persons about such policies, laws, regulations, rules, and procedures. TBEC shall designate an on-site representative to supervise safety, health, and environmental matters. Others engaged by TBEC shall include, but not be limited to, TBEC's sub TBECs and suppliers, along with their employees, agents, invitees, and licensees. TBEC shall acquire a copy of NORTH POLE's safety rules and procedures and shall require its employees and other engaged by TBEC to attend safety meetings offered by NORTH POLE. NORTH POLE's rules and procedures are not determinative of all safety, health, environmental and substance abuse requirements applicable to TBEC and others engaged by it. Unless otherwise provided in the Request for Services, TBEC shall supply all safety, health, environmental and substance abuse equipment, and materials used in or required by NORTH POLE in the performance of the Work. TBEC shall have an ongoing safety program and shall maintain related documentation that meets regulatory requirements, if any. NORTH POLE may, but is not obligated to, inspect and audit TBEC's safety, health, environmental and substance abuse compliance programs. TBEC shall make available to NORTH POLE any documentation required to conduct audits. Prior to performing Work, TBEC shall provide a safety, health, environmental and substance abuse orientation that is satisfactory to NORTH POLE for the benefit of its TBEC's employees and others engaged by it. TBEC's employees and those who perform the Work on its behalf must show evidence of completing this orientation. TBEC shall be responsible for training and alerting its employees and others engaged by it concerning safety, health, environmental and substance abuse hazards pertaining to the Work. TBEC shall ensure that the Work site is kept free of waste and is left clean and orderly. Tools, equipment, and materials associated with the Work shall be placed and maintained as to permit unobstructed access to the Work. Equipment placement and material storage shall be at locations satisfactory to NORTH POLE.

**14.2 SAFETY.**

14.2.1 Work. TBEC shall familiarize itself with the locations where the Work will be performed and the hazards that might be encountered and take all appropriate precautions to protect all persons who are at any time directly or indirectly affected by the Work.

14.2.2 Protective Clothing. TBEC shall, at its expense, provide TBEC's employees with all necessary protective clothing at each location where the Work is being performed. Such protective clothing shall include, at a minimum, hard hat, non-slip safety boots, overalls, gloves, hearing protection and industrial safety eye protection.

**14.3 PROHIBITED ITEMS, SUBSTANCES, AND SUBSTANCE ABUSE.** "Substances" shall include alcoholic beverages, controlled substances (*i.e.*, illegal drugs and prescribed drugs), over-the-counter medication, and any other substance that may be inhaled, injected, absorbed, or taken by mouth that may, in NORTH POLE's opinion, impair an individual. The use, sale, or possession of Substances, or drug paraphernalia, firearms, weapons, explosives, or ammunition at a Work site, or the performance of Work by personnel while under the influence of a Substance, is strictly prohibited. TBEC shall act to eliminate any prohibited items and Substances, the use of which increase the potential for accidents, absenteeism, poor performance, poor morale, or damage to NORTH POLE property or reputation. TBEC's employees shall all be enrolled in a random drug testing program. TBEC shall provide proof of such program upon request. TBEC shall remove from a Work site any employee, agent, invitee, licensee, or other person engaged by it who violates this provision and shall notify NORTH POLE of actions taken. NORTH POLE may notify law enforcement authorities as appropriate.

**14.4 ENVIRONMENTAL.** TBEC shall take all reasonable and necessary precautions in the

processing, handling, transportation and disposal of material, product, and waste generated by its operations and equipment.

**14.5 MEDICAL EVACUATION.** TBEC shall bear all costs and expenses of and shall be responsible for providing and arranging for, all medical care and medical evacuation of TBEC's employees. TBEC shall maintain sufficient contractual or financial arrangements for the medical evacuation of its Personnel and shall establish and maintain its own medical evacuation plan as NORTH POLE cannot guarantee transport. If requested, TBEC shall furnish NORTH POLE a copy of its medical evacuation plan. In the event TBEC fails or refuses to perform its obligations under this Section 14.5, NORTH POLE shall have the right but not the obligation to act on behalf of TBEC at TBEC's sole expense. NORTH POLE assumes no responsibility or liability for the quality or effectiveness of any emergency medical care rendered under this Section 14.5 or for its inability to provide medical care and/or medical evacuation in a timely manner.

**14.6 NONCOMPLIANCE.** If NORTH POLE notifies TBEC of any non-compliance with this Section 14, TBEC shall immediately make all reasonable efforts to correct the non-complying condition. If TBEC fails to do so, NORTH POLE may stop all or any part of the Work. This Work stoppage shall not be a basis for a claim by TBEC for extension of the Work schedule, additional compensation, or other damages. NORTH POLE may terminate the Contract immediately if TBEC fails to correct any noncompliance within seven (7) days following notice to TBEC.

## **15.0 FORCE MAJEURE**

Except for the obligation to make payment for Work performed or goods delivered or other financial obligations due under the Contract, neither party shall be liable for non-performance of the Contract to the extent caused by circumstances beyond the reasonable control of the non-performing party including, but not limited to, governmental decrees, laws, acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war, and sabotage. The nonperforming party shall diligently attempt to remove the cause(s) of the force majeure. If either party is affected by an event of force majeure, it shall notify the unaffected party in writing within forty-eight (48) hours of the occurrence and the extent to which the occurrence will impact such party's performance under this Contract. If the non-performing party does not give such notice, it may not claim force majeure as a defense.

## **16.0 ETHICS AND CONFLICTS OF INTEREST**

TBEC shall not, directly or indirectly: (a) pay any commissions, fees, or other compensation to employees, representatives or officers of NORTH POLE; (b) favor employees, representatives or officers of NORTH POLE, or designees of such employees, representatives or officers, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; or (c) enter into business arrangements with employees, representatives or officers of NORTH POLE unless such activity is approved by the Board of Directors of both NORTH POLE and TBEC.

## **17.0 AUDITS**

TBEC shall maintain, in accordance with Generally Accepted Accounting Principles and Practices, books and records which completely, accurately and fairly account for all of TBEC's charges, including third party invoices for compensation, and such other information as NORTH POLE may reasonably require in connection with the Contract. TBEC shall preserve such documents, without receipt of additional compensation, for at least two (2) years after the date of final payment. Upon reasonable notice, NORTH POLE may audit such documents to verify compliance with the Contract and may inspect TBEC's facilities used to perform the Work. TBEC shall cooperate fully with NORTH POLE during audits performed under this Article, including furnishing to NORTH POLE copies of all requested documents. NORTH POLE may also obtain statements from TBEC's personnel to conduct audits.

## **18.0 MISCELLANEOUS**

**18.1 ASSIGNMENT AND SUBCONTRACTING.** Without the express prior written consent of NORTH POLE (such consent not to be unreasonably withheld), TBEC shall not assign or transfer the Contract, in whole or in part, nor subcontract any of the Work to a subcontractor.

**18.2 CONFIDENTIALITY.** TBEC agrees that information furnished by NORTH POLE to TBEC (e.g. drawings, designs, software, and business plans) or information developed under the Contract using NORTH POLE provided information, shall be held in confidence and TBEC agrees to use such information solely for purposes of performing the Contract. If requested by NORTH POLE, TBEC shall provide NORTH POLE with originals and all copies of information used or developed under the Contract, provided that TBEC may retain one copy for its legal files. Any confidential information of third parties which TBEC has been authorized to receive under the Contract shall be governed by the terms of separate agreements authorizing such disclosures, including the obligation of confidentiality and restrictions on use. The foregoing restrictions shall not apply to any such information that is: (1) known by TBEC at the time of disclosure; (2) publicly known through no wrongful act of TBEC; (3) received from a third party free to disclose it to TBEC; (4) independently developed by TBEC without using information provided by the disclosing Party; (5) communicated to a third party with the express prior written consent of NORTH POLE; or (6) lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure TBEC shall give NORTH POLE an adequate opportunity to object or to ensure confidential treatment of the information.

**18.3 PUBLICITY.** Without the prior written consent of NORTH POLE, TBEC shall not use NORTH POLE's name in connection with any publicity, release, advertisement, or other publication.

**18.4 CONFLICTING DOCUMENTS.** The Contract shall govern to the extent that it conflicts with any documents incorporated by reference. Additionally, the Contract shall govern to the extent of any conflict between the Contract and (a) documents prepared by TBEC (e.g., price lists, bids, etc.), (b) correspondence or other agreements between the parties, and (c) the pre-printed provisions of other documents prepared by NORTH POLE. TBEC shall immediately bring any such conflicts to NORTH POLE's attention.

**18.5 CONTINUING OBLIGATIONS.** Acceptance of the Work or termination of the Contract shall not relieve the parties of any obligation of a continuing nature, including, without limitation, Article 7.0, WARRANTY; Article 9.0, INSURANCE; Article 10.0 INDEMNIFICATION; Article 11.0, GOVERNING LAW; Article 12.0, TAXES; Article 17.0, AUDITS; and Section 18.1, ASSIGNMENT AND SUBCONTRACTING.

**18.6 SEVERABILITY.** If a provision of the Contract is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable.

**18.7 WAIVER.** Waiver of any term of the Contract shall not constitute a precedent or bind either party to a waiver of any subsequent breach of the same or any other term.

**18.8 ENTIRE ORDER AND ORDER MODIFICATION.** The Contract is the entire integrated agreement between the parties as to the Work and, except for any secrecy or other nondisclosure agreements between the parties, shall replace all written or oral covenants, representations and warranties that may have been made by or on behalf of either of the parties prior to the Effective Date hereof. No modification of the Contract shall be of any force or effect unless it (a) is in writing, (b) reflects the effective date of the modification, (c) is signed by both parties, and (d) expressly indicates that it modifies the Contract.

IN WITNESS WHEREOF, the parties have caused this MSA to be executed and delivered by their duly authorized representatives.

CITY OF NORTH POLE, a political subdivision of the  
STATE OF ALASKA

TWO BEARS ENVIRONMENTAL CONSULTING,  
LLC, an ALASKAN COMPANY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: Michael W. Welch

TITLE: Mayor

DATE: 03/21/2023

PRINTED NAME: Ronni L. Wilcock, Ph.D.

TITLE: CEO

DATE: 03/21/2023



**EXHIBIT "A-1"**  
**Retainer Agreement**  
**Against MSA-NORTH POLE-TBEC-2022-01**  
**RFS#: 4-6-22C (1)**  
**Issued: March 21, 2023**

**SCOPE OF WORK FOR THIS RFS**

**Scope of Work:**

1. Grant work as requested by the City of North Pole, up to 70 hours/month from \_\_\_\_\_ to \_\_\_\_\_.

**Deliverables:**

1. Concept Papers/ Completed Applications as required by the Granting Agency
2. Other Deliverables as requested or required by Granting Agency
3. Meetings as required both in Anchorage and NORTH POLE to develop deliverables.

**COSTS FOR THIS RFS**

Labor Estimate:	\$ N/A
Travel:	\$ Any Travel Costs will be a Direct Pass Though
Other Services:	\$ Any Additional Direct Costs will be a Direct Pass Though (Flash drives, Hard Copies, Etc.)
Total Estimated Cost:	\$ N/A
Total Compensation:	\$ N/A
Or Lump Sum Value:	\$ \$8,000 per month for 70 hours of work

\_\_\_\_\_ In accordance with Exhibit "B" of the Master Services Agreement (MSA)  
\_\_\_\_\_ Notwithstanding Exhibit "B", Other (attached and made a part hereof)  
\_\_\_\_\_ Notwithstanding Exhibit "B", for Work performed according to this RFS, the Lump Sum value above.

**COMPENSATION**

TBEC will be on retainer for the City of the North Pole, the amount will be \$8,000 per month for 70 hours of work. If the hours per month are 10% (7 Hours) above or below the monthly 70 hours for two (2) months in a row both parties will discuss the monthly retainer amount.

**INVOICING**

The first payment will be due at contract execution, prorated for the remainder of the month from execution date. Subsequent payments will be due at the beginning of each month. TBEC shall submit invoices on a monthly basis with all supporting documentation, in accordance with the terms and conditions of the MSA. Invoices shall identify the RFS Number: MSF-4-6-22C(1) and shall be sent to the following:

Emailed to: **NEED**

**SCHEDULE FOR THIS RFS**

This Request for Services shall commence on or about **March 21, 2023** and shall be completed on or about **December 31, 2023** or when otherwise terminated by request of NORTH POLE, whichever occurs first.

**CORRESPONDENCE FOR THIS RFS**

	NORTH POLE	Two Bears Environmental Consulting, LLC
Address:	<b>NEED</b>	6132 Farpoint Drive Anchorage, AK 99507

Contact:	NEED	Ronni L Wilcock
Phone #:	NEED	(907) 929-0443 Ext 2; (907) 952-8463 (cell)
E-mail:	NEED	ronni@tbec-ak.com

### AUTHORIZATION FOR THIS RFS

This RFS, when executed by the duly authorized representatives for both NORTH POLE and TBEC, shall become a part of the Master Services Agreement first referenced above and be completed according to the terms and conditions set forth above and in that Master Services Agreement.

For NORTH POLE – Requested by:		For TBEC – Accepted by:
Sign:		
Date:	March 21, 2023	March 21, 2023
Name:	Michael W. Welch	Ronni Wilcock
Title:	Mayor	CEO

**EXHIBIT "A-2"**  
**Request for Additional Services**  
**Against MSA-NORTH POLE-TBEC-2022-01**  
**RFS#: 4-6-22C (2)**  
**Issued: Update**

**SCOPE OF WORK FOR THIS RFS**

Scope of Work:

1. To be completed by the City of North Pole
2. Other duties or services as requested by the City of North Pole

Deliverables:

1. To Be completed by the City of North Pole
2. Meetings as required both in Anchorage and NORTH POLE to develop deliverables.

**COSTS FOR THIS RFS**

Labor Estimate:	\$ TBD
Travel:	\$ Any Travel Costs will be a Direct Pass Through
Other Services:	\$ Any Additional Direct Costs will be a Direct Pass Through (Flash drives, Hard Copies, Etc.)
Total Estimated Cost:	\$ TBD
Total Compensation:	\$ TBD
Or Lump Sum Value:	\$ TBD

\_\_\_\_\_ In accordance with Exhibit "B" of the Master Services Agreement (MSA)  
\_\_\_\_\_ Notwithstanding Exhibit "B", Other (attached and made a part hereof)  
\_\_\_\_\_ Notwithstanding Exhibit "B", for Work performed according to this RFS, the Lump Sum value above.

**COMPENSATION**

TBD

**INVOICING**

TBEC shall submit invoices on a monthly basis with all supporting documentation, in accordance with the terms and conditions of the MSA. Invoices shall identify the RFS Number: MSF-4-6-22C (2) and shall be sent to the following:

Emailed to: **NEED**

**SCHEDULE FOR THIS RFS**

This Request for Services shall commence on or about **NEED** and shall be completed on or about **NEED** or when otherwise terminated by request of NORTH POLE, whichever occurs first.

**CORRESPONDENCE FOR THIS RFS**

	NORTH POLE	Two Bears Environmental Consulting, LLC
Address:	<b>NEED</b>	6132 Farpoint Drive Anchorage, AK 99507
Contact:	<b>NEED</b>	Ronni L Wilcock
Phone #:	<b>NEED</b>	(907) 929-0443 Ext 2; (907) 952-8463 (cell)
E-mail:	<b>NEED</b>	ronni@tbec-ak.com

### **AUTHORIZATION FOR THIS RFS**

This RFS, when executed by the duly authorized representatives for both NORTH POLE and TBEC, shall become a part of the Master Services Agreement first referenced above and be completed according to the terms and conditions set forth above and in that Master Services Agreement.

#### **For NORTH POLE – Requested by:**

#### **For TBEC – Accepted by:**

Sign:

Date:

March 21, 2023

March 21, 2023

Name:

Michael W. Welch

Ronni Wilcock

Title:

Mayor

CEO

## **EXHIBIT "B"**

### **TBEC Qualifications**

#### **MSA REQUIREMENTS:**

##### **1. TBEC qualifications and experience in performing these types of services.**

Two Bears Environmental Consulting, LLC (TBEC) is an SBA certified 8(a) Economically Disadvantaged Woman Owned Small Business (EDWOSB). TBEC's mission is to increase environmental, economic, social, and cultural climate resilience, empowering communities to move from reactive to proactive climate-resilient strategies - We do science for people. TBEC is a small but diverse team of highly professional and experienced individuals providing climate change risk and adaptation assessment tools and services. TBEC has robust socio-ecological experience, including strong relationships with Alaskan stakeholders. Our work extends climate impact assessment beyond the more typical focus on mean physical environmental variables to include extreme climates, and biophysical and societal variables, bridging climate science and consequences of climate change with concrete physical and social indicators in Alaska. In addition to climate services, we are proficient in drone and in-situ data collection and analysis, geospatial and GIS modelling and analysis, risk assessment and Environmental Services, Permitting and Compliance. TBEC hires new employees or teams with other companies, as needed, to meet the required experience, skills and qualification criteria requested by our clients.

**Ronni Wilcock, PhD., Senior Risk and Biophysical Adaptation Specialist and owner of TBEC**, has extensive experience in ecosystems from Alaska U.S.A. to Australia, including boreal, tropical, alpine, forest, arctic, marine, riverine, and estuary habitats. She has over 30 years' experience, with 10 years in Alaska, managing large, complex, multifaceted projects involving diverse stakeholders such as industry, government, non-profit, non-governmental organizations, native organizations, scientists, and local communities. Dr. Wilcock delivers integrated analysis and science-based fit-for-purpose services that incorporate both ecological and socioeconomic challenges, incorporating Traditional Knowledge from indigenous populations. Her specialty is assessing environmental vulnerabilities, including climate risk assessments, adaptation, and resilience projects, both locally and globally.

TBEC senior staff includes:

**Jaimlyn Sypniewski, Environmental Scientist/GIS Technician** is currently pursuing her PhD at Oregon State University in Civil Engineering. She was a writer for the Commission to Rebuild Texas, a report by the Governor to oversee the recovery of Texas after the devastation created by Hurricane Harvey. She also assisted on research for the General Land Office comparing the current insurance premiums to the predicted premiums after the installation of the Ike Dike.

Jaimlyn has intensive field work experience independently working in rugged terrain for data collection. She has analyzed and reviewed data for inclusion in BS and EA reports that she has authored/coauthored. She has experience in field operations performing soil excavations, monitoring well installations, and drilling activities for subsurface contaminants. She is also proficient in Geographic Information Systems (GIS) software with experience drafting reports for State and Federal site remediation compliance in addition to creating GIS drawings for field and report support. She has experience in performing Environmental Baseline Surveys for the United States Air Force (USAF), which includes extensive vegetation, soil and wetland monitoring. Ms. Sypniewski has collected data for Arctic shoreline erosion, including physical documentation of the shoreline, photos, and geomorphology of the soil; she presented her results to the USAF. She has also prepared GIS maps to support project work, sampling, and analysis plans.

**Jase Wilcock, Project Manager/Field Technician**, has his B.Sc. in Business Management from the University of Alaska, and nine years' experience managing projects, including project logistics and resource allocation. He oversees all phases of the project, such as timelines, deadlines, and managing travel and meetings, along with budget and equipment resources. Jase interfaces with internal functional teams and external customers for planning, prioritization and issue resolution of overall activities in the support and achievement of customer's initiatives and metrics. He attends client meeting, arranging all logistics and taking notes; he is often the Point-of-Contact for

project questions. He also manages compliance to include policy adherence, customer satisfaction, quality control and safety. Jase assists with the development and production of final documents, as needed. Mr. Wilcock has visited remote Alaskan Villages and has experience with their cultures, including incorporating traditional knowledge into company services.

***Brad Sypniewski, Data/Drone Specialist***, has been drafting and designing blueprints for 25+ years, utilizing programs like AutoCAD, Autodesk Inventor, and SolidWorks. He has an assortment of degrees, a Minor in Marketing, an associate degree in Drafting and Design, and Bachelor's Degrees in Architecture and Environmental Design. His most recent work consists of 9 years of structural engineering, using Staad.Pro and Ansys to analyze and inspect steel structures across the USA. Currently, he is running our drone program to collect a range of data, including environmental Lidar data, fuel loading along utility corridors, urban and wildland interfaces, and forest to assess fire risk, and for completing infrastructure inspections. He is looking to further bolster his bachelor's in environmental design by acquiring his Architectural License.

**PLEASE SEE ATTACHED STATEMENT OF QUALIFICATIONS**

**RÈSUMÈS AVAILABLE ON REQUEST**

## EXHIBIT “C”

### TBEC COMPENSATION

**1. TBEC labor rate schedule with job classifications.**

TBEC labor rates by job classification, which are valid for the duration of this MSA, are:

TBEC Job Classification	Labor Rate
Administration	\$65
Data Specialist	\$135
Drone Pilot	\$160
Drone Technician	\$135
Field Technician	\$120
GIS Specialist	\$185
Grant Specialist I	\$85
Grant Specialist II	\$95
Grant Specialist III	\$125
Grant Specialist Lead	\$145
Intern	\$60
IT Support	\$135
Project Manager	\$170
Science Lead	\$240
Scientist I	\$150
Scientist II	\$165
Scientist III	\$185
Sr Risk and Biophysical Adaptation Specialist	\$290
Sr Science Lead	\$270
Technician I	\$85
Technician II	\$110
Technician III	\$125
Tribal Support Lead	\$145
Tribal Support Scientist	\$235
Tribal Support Staff I	\$85
Tribal Support Staff II	\$105
Tribal Support Staff III	\$125

**2. Any additional compensation requirements.**

TBEC has no other compensation requirements, except for reimbursement of direct costs such as airfare, car rental, materials, shipping costs of materials to site, etc. TBEC usually charges a 10% mark-up for direct costs billed to the client.

3. **Statement of agreement to NORTH POLE Master Services Agreement Terms and Conditions.**
4. TBEC agrees with NORTH POLE's Master Services Agreement Terms and Conditions.



**EXHIBIT "D"**  
**Insurance Requirements**

**Available on Request.**