



CITY OF NORTH POLE  
Regular Meeting  
June 19, 2023  
City Hall Chambers  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, June 19, 2023  
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	907-460-7733
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Anton Keller – Alt. Deputy Mayor Pro Tem	907-987-2548
Chandra Clack	907-460-3767
Aino Welch	907-488-5834
David Skipps	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 6/5/2023 (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)
9. Communications from Department Heads, HR, City Clerk and the Borough Representative
10. Ongoing Projects Report
  - a. Audit Concerns - Garry Hutchison, Alliance CPA's
  - b. NPCCC Update - Howard Rixie
11. Unfinished Business

None

## **12. New Business**

- a. Resolution 23-09, A Resolution of the North Pole City Council to Extend the Deadline for the Completion of the Annual Independent Fiscal Audit (Pg. 11)
- b. Approval of FNSB/CNP Emergency Medical Services/Ambulance Contract Renewal (Pgs. 12-28)

## **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, June 5, 2023, in the North Pole City Hall Chambers.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, June 5, 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 Mr. Keller

**APPROVAL OF AGENDA**

Mr. Jacobson *moved* to approve the agenda of June 5, 2023

Seconded *by* Ms. Clack

Mr. Jacobson *moved* to amend the agenda of June 5, 2023, to consent the following items:

New Business

- a. Resolution 23-07, A Resolution of the North Pole City Council to Establish the Rate of Tax Levy for 2023 Real Property Taxes of the City of North Pole
- b. Resolution 23-08, A Resolution of the North Pole City Council to Distribute Coronavirus Local Fiscal Recovery Grant Funds

Seconded *by* Ms. Clack

**On the Amendments**

**DISCUSSION**

None

**PASSED**

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

No: 0

Absent: 0

## **On the Agenda as Amended**

**DISCUSSION**

None

**PASSED**

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

No: 0

Absent: 0

## **APPROVAL OF MINUTES**

Ms. Welch *moved* to approve the minutes from the 5/15/2023 meeting.

Seconded *by* Mr. Keller

## **On the Minutes**

**DISCUSSION**

None

**PASSED**

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

No: 0

Absent: 0

## **COMMUNICATIONS FROM THE MAYOR**

- Mayor Welch read the proclamation for the Student of the Month – Aaron Zeisel.
- The Mayor congratulated Rachel Wing on her 5 year anniversary with the city.
- Mayor Welch filled the Council on what he has been working on since we met last. He participated in the Torch Run that was held at Chena lakes. He said he shaved 3 minutes off his last years' time and they had a good turn out there. Last week he was in Anchorage at the Governor's Sustainability Conference. While he was that way, he stopped to talk to reps from 3 Bears. 3 Bears will be having a public meeting, June 28 from 5-7 at the North Pole branch library to talk to the public about the plans. He met with various other State representatives talking about housing while he was there as well. He had a lot of take -aways from the conference and made good contacts. On the way back to North Pole he also stopped to talk to the owner of Camper Valley RV about coming to the 3 Bears site with a camper sales store and also potentially an RV park.
- The Mayor also shared that the Combined Heat and Power project that he has been working on is stalled at the moment. The Department of Energy had so many entities that put in for the grant money they had to give away that the Department discouraged us from continuing with the request. The project is still in

the works and they are working on an agreement with GVEA for them to purchase power from the project and they will be considering other grant/money opportunities.

- The Mahn Cho mining project regarding trucks on the road continues to be a big talking point in the area. The city has been applauded for the well written Resolution that the Council accepted.
- Shelley Shubacha has approached the city with a contact from a company called Ballard, who are interested in financing some senior housing in the city. Her rep will be meeting with the Mayor mid-month.
- He will be meeting at EAFB to meet with the under Secretary with the Air Force to talk to the interior Mayors about housing.

Mr. Skipp asked about the HC lawsuit and test.

- The Mayor said that he cannot talk about that here, but they can touch base later.

Mr. Jacobson asked the Clerk to send the 3 Bears flyer and Resolution 19-03 to the Council.

### COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

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

- Scott McCrae was with us from Explore Fairbanks to give an update on tourism in the area.

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

#### Police Department, Chief Dutra

- Last month I traveled to Anchorage to talk about our range project and was surprised by the statewide APOA 2022 Member of the Year award. This is a very prestigious award and I am humbled to receive such an honor.
- My AACOP President hat – I have been feverishly working the legislators and committees and other groups across the state for my pet project to bring a policy manual to all police departments across the state. I sought \$550K in funding to help kick start this project and learned last week this funding made it into the budget. I am stoked and excited to see this project through. It will have a profound impact on policing across the state.
- We officially hired 3 positions last week. One Sergeant, one Detective, and one new recruit police officer. We are currently evaluating 4 for the final position. Thank you, council, for the wage increases as it has had a direct and immediate effect on our recruitment.
- Both our new cars are being shipped to Dana Safety in California.
- May Stats are in front of you.
- JAG Grant has been submitted seeking full funding for our Drug Detective.
- Final purchase method for camera and door locks has been approved by SOA and will come to council at next meeting.
- I would encourage everyone and their family kids and to attend: Paul Butler - Leadership for a Lifetime Tickets, Tue, Jun 20, 2023, at 5:30 PM | Eventbrite
- I am meeting next week with NAACP to discuss the Alaska Policy Manual Project.

- Police Memorial Day was a great success. Thank you to APOA for their support of this amazing event.
- Torch Run was also amazing. I made it through without a heart attack and we raised the most money of all the agencies, thank you Mr. Mayor.
- Just FYI our Executive Assistant is out of office until October and our Evidence custodian is out of town in training this week so, please bear with us. Our Evidence Custodian is carrying out our EA's work until she returns.

The Mayor asked about the nuisance properties that have been an issue the last few weeks.

- Chief reminded the Council that there was a property owner that came to the Council a few months back asking for an extension for his property clean up, that property does not been cleaned up and is becoming an issue again. There is at least one other property that the department is keeping an eye on also.

The Mayor thanked the Chief for the beautiful Police Memorial ceremony last month.

Mr. Jacobson thanked Chief Dutra for all of his accomplishments and said that he is an invaluable asset to the City. He also suggested that we offer tickets to our staff, department heads and Council for the Paul Butler session coming up on June 20.

Mr. Keller asked about the possibility of needing to add on that 14<sup>th</sup> officer position back to the roster at some point.

- Chief Dutra agreed that yes, at some point they will have to look at that.

Ms. Welch thanked the Chief for everything that the department does to keep everyone safe. She is looking forward to going on a ride along with one of the officers later this week. She shared that she has heard nothing but good things regarding the department's behaviors with citizens.

#### Fire Department, Chief Heineken

- Although it has been seasonally cold lately the summer wildfire season is upon us. Today's fire danger was listed by State Forestry as HIGH, burning is only allowed with a current burn permit. The fire department would like to remind everyone to be fire wise when burning. Whether burning a brush pile or having a cooking fire please have necessary resources available to fully extinguish the fire prior to it being left unattended.
- Our EMS contract with the Fairbanks North Star Borough is up for renewal at the end of June. I did not receive the contract from the borough in time to get it onto this agenda so it will appear on the June 19th agenda for council approval.
- The committee to determine where Engine 24 will be donated will be meeting the evening of June 28th to score and rank all applications. The deadline for a fire department to apply is June 20th.
- I will be on leave June 7-16, I will be in state but out of town for most of this time period and can be reached via email or cell phone if needed.

Ms. Welch thanked the fire department for the quick response to the fire in a dumpster at the transfer site. She said that she called the non emergency number and was told that she needed to call 911. She said that she did not think that was a good use of time because she was on hold for over a minute.

- Chief said that people should always call 911 because the dispatch will find the fire department wherever they are, busy or not, so it is really the best way to get a hold of them.

Finance, Tricia Fogarty

- Ms. Fogarty was not with us tonight.

Director of City Services, Danny Wallace

- Summer Hires
  - All three of our summer hires are now on board (two are working for PW and the third is our summer intern). We're getting our money's worth from all three with Derick Johnson and Tina Raman (PW) focusing on beautification efforts and Owen Luo (Intern) assisting with scanning, filing, and proofing the new website. All three are getting great exposure to the inner workings of the City.
- Grant and Congressionally Directed Spending Submissions
  - For the Combined Heat and Power Plant, we received word on Friday that our grant submission for \$50M to the Dept of Energy was processed and "discouraged" from completing the full packet. There were 370 submissions and only 28 are slated to be approved in the process. We have a strategy meeting tomorrow with our grant writers to determine options on the way forward for funding that project.
  - We still have three CDS requests through Sen Murkowski's office (City Water Main, Utilities Lines of Distribution, Sewer Outfall) pending. We do not expect to hear back on those until the federal budget is passed (late 2023)
  - We also submitted the City Water Main project to the Denali Commission for grant funding. They mentioned that they should have a decision in the next two months..

Building Department

- IGU submitted a permit application for gas installations this summer and are in the process of paying the associated fees. They plan to install 27 residential lines and 2 gas main lines.
- Mr. Jacobson asked about the IGU building near the Santa Senior Center. Last week, I called them about the status of the building, which seems to have been hit by a vehicle. I'm still awaiting an answer.

Public Works Department

- Street sweepers (Groundhogs LLC) finished sweeping the gravel and sand throughout North Pole last week. We also potentially have them on tap to do sweeping at the end of the summer to clear debris.
- Flowers are being planted throughout the City and we expect mowing to begin soon.
- We anticipate that the City Hall parking lot will be sealed and restriped sometime this month. We'll provide at least a week's notice – this project will require alternate parking for 2-3 days (we're working on that plan)

Utility Department

- There are handouts provided from DEC on sulfalane contamination in the area. More detailed info is available at their website listed on the final page of the document.
- In Moose Creek, the final water utility installation should be completed this week. The only items left are minor ground work and reseeding of a few areas that needed additional attention. The documentation requirements will probably last through the end of the project timeframe, October 2023.
- Additionally, there were several Air Force, EPA, and ADEC individuals who toured the Moose Creek project to include the infrastructure. Respec (David Sandberg) and our Utilities Supervisor, Paul Trissel, facilitated the visit, which included a tour of the pump house. This went very well, and they were pleased with the effort from both Respec and the City on this project.
- Finally, we had two utilities folks who last week passed their Level I utility operator exams. Huge congrats to Lafi Skipps and Jonathan McBroom.

The Mayor asked about the carpet cleaning schedule for the new carpets in City Hall.

- Mr. Wallace said that they have already started the process, the Mayors, Ms. Fogarty, Ms. Glab and Mr. Wallace's officer have already been clean and the PW staff will be working on the rest soon.

Ms. Welch asked to get a map with the sulfalene plume on it so that she could study it further. She also asked about the garden areas around City Hall that were previously maintained by the Rotary Club.

- Mr. Wallace said that he would send her the map and investigate the gardens.

Mr. Jacobson asked about the replacement water meters that were mentioned previously in the year.

- Mr. Wallace said that the cost for those replacements will be integrated into the budget next year.

#### Human Resources, Ellen Glab

- Ms. Glab reminded everyone that she pushed out the new trainings last month, she shared a graph showing where the staff was with the training. All 4 trainings are about 50% complete.
- She has been working on getting ID's for the PW and Utility staff showing that they are CNP staff both for purchases and for citizens.

Ms. Welch asked about one of the questions that she thought was wrong on one of the training courses. She also shared that she thinks the trainings drag and repeats too often and felt that they were not good. She also thanked Ms. Glab for her answers when she called her regarding the training.

- Ms. Glab answered her question about the answer and cited the source for her. Ms. Glab as well as many Council members felt that the trainings were fine and reminded her that some of the city staff have never taken these courses and the material should not be rushed.

Mr. Jacobson asked for the future if Ms. Glab could not send so many trainings at once, 4 was excessive, and asked that she space them out one a month. He also welcomed her back.

Ms. Clack also welcomed Ms. Glab back and congratulated her on her new baby.

#### Borough Representative



- None

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

- Ms. Dionne let everyone know that the website is just about ready to go, she is giving the departments time to update their pages before going live.
- She also reminded the Council that she had requested bios and pics from them for the new website.

#### ON GOING PROJECTS

- None

#### COUNCIL COMMENTS

- Ms. Clack thanked everyone from the CNP, the Police Chief, the Fire Chief, Danny our City Services Director, Tricia – who is working really hard to get ready for our audit, all the rest of the ladies, who at the present time names escape her, and to Ellie for returning back and being a happy mom of a brand-new baby. She asked everyone to have a great weekend and reminded everyone to remember that the airshow at Eielson is next month. She said that she likes this leadership training that is coming up on the 20<sup>th</sup> and asked everyone who can attend to please do that.
- Mr. Skipps apologized that he has been out at the last 2 meetings due to family obligations and that he will not be in attendance at the next one due to a family vacation.
- Ms. Welch said that she continues to see people on the road driving crazy and that we still have a bunch of people who have not gotten the message about not driving on the sidewalks with motorized vehicles. She recently challenged a lady with a motorized bike who argued with her about needing to be on the sidewalk. She suggested we reshare the rules that Lt. Smith shared on FB recently and asked that others who have FB also share it. It really is a safety issue and all it takes is one person coming onto a sidewalk for something bad to happen. She is glad that we are getting the nuisance properties in the city taken care of but said that there are others that need to be addressed. These properties are an eyesore to our city. She ended with reminding everyone to stay safe out there.
- Mr. Cromer wished everyone a happy Father's Day coming up on the 18<sup>th</sup> and asked everyone to stay safe.
- Mr. Keller welcomed summer and said that hopefully it is back to stay for a few weeks or months. He echoed Ms. Welch's comments on safety and recreational vehicles. He has had conversations with the family of the young man that was killed last month in a 4-wheeling accident, they are forever changed in a blink of an eye. He wanted everyone to think about mental health, it is a huge problem in our area, and we continue to have issues with suicide, mostly on post. He reminded everyone that while Vitamin D is more readily available in the summer because of the sun that often it still isn't enough. He reminded everyone that they should be getting more whether through food and the fish that we eat or through taking supplements. It plays a huge part in our mental health, as well as our overall health. And sleep, the rate of suicide in the summer increases because we do not get enough sleep and we go a little maniac. So, make sure that you get adequate sleep and rest. He asked that we keep an eye on ourselves and those around us. He ended by saying that it is a great time to get out and to get to know our neighbors with this beautiful weather we are having.
- Mr. Jacobson shared that he was appreciative of all the hard-working employees that we have here in the City, especially the department heads. He said that there is always more work than what they can do, and

they wish they could do but he appreciates what they do get done. He asked everyone to take some time to enjoy the summer with their families, it is important to find that balance with work and family and the pursuit of happiness. He said that he appreciates the Mayor representing the City at so many events, he doesn't know how he does it. He thanked him for being present and representing the City. He ended by asking everyone to be safe.

- The Mayor shared that one thing he learned while being in Anchorage and spending time with the various people he was able to meet with, is that we do not have the turmoil, the angst, that they seem to have down there. We do not have the same amount of turmoil, we don't have everybody sharp shooting for you all time, that seems to be the soup de jour down there in Anchorage. He said that he is sort of caught about being between there and going down there in the first place but of course you get all tied up in those conferences and you kind of seem to forget about it but you can't help but to ignore the Anchorage newspaper or the stuff that come on the television news or whatever when you are down there. We are, for the most part, a better, different kind of community in his opinion. Maybe that just goes for having so many people crammed into such a small area down in Anchorage. The municipal area of Anchorage starts in Girdwood and goes all the way up past Eagle River. It's just a feeling he has, he always really likes it when he gets to come home. He said it's like does he have to stay another day, yes, he does because he is committed to getting this thing finished. He shared that he has something to send to the Clerk, they are not finalized yet, but all the vignettes that he went to, as well as for the ones he didn't go to, because you can't go to all of them, you must pick and choose to be forwarded to the Council. But you will be able to click on each one and listen to the recording on what's going down with the Alaska sustainable energy that came out of that conference. He thanked everyone for listening to him tonight and to each other.

## ADJOURNMENT

Ms. Welch *moved* to adjourn.

Seconded *by* Mr. Cromer

The regular meeting of Monday, June 5, 2023, adjourned at 8:40 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, June 5, 2023.

ATTEST:

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Melissa Dionne, City Clerk

**CITY OF NORTH POLE  
RESOLUTION 23-09**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO  
EXTEND THE DEADLINE FOR THE COMPLETION OF THE  
ANNUAL INDEPENDENT FISCAL AUDIT**

**WHEREAS**, the City of North Pole's Home Rule Charter states that an independent audit shall be made of all accounts of the City at least annually and that the audit shall be completed within one hundred and eighty (180) days following the close of the fiscal year; and

**WHEREAS**, exceptions to code must occasionally be made due to circumstances beyond our control with the fiscal software conversion, and

**WHEREAS**, the 2022 fiscal audit is unable to completed within that timeframe, and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of North Pole that it approves the extension of the deadline for the completion of the annual independent fiscal audit to no later than July 24, 2023.

**Section 1.** Effective date.

This resolution shall become effective immediately upon City Council approval.

**PASSED** by a duly constituted quorum of the North Pole City Council this \_\_\_\_ day of June 2023.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

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

PASSED/FAILED Yes: No: Absent:
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# Fairbanks North Star Borough

## EMERGENCY OPERATIONS DEPARTMENT

Main: (907) 459-1481

Fax: (907) 459-1119

### **FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT RENEWAL AND AMENDMENT NO. 2023-01**

1. The parties, the Fairbanks North Star Borough and the City of North Pole, hereby agree to allow for renewal and amendment of their Emergency Medical Services/Ambulance contract effective July 1, 2022 through June 30, 2023 for an additional one year period, July 1, 2023 through June 30, 2024.

2. This extension shall be on the same terms and conditions in the current contract and any amendments thereto, with the following amendment:

Section 3.A will be modified as follows:

A. The Borough shall pay the Contractor for this contract the sum of \$723,481. This contract price was determined by the Mayor and is subject to appropriation by the Borough Assembly.

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

**CITY OF NORTH POLE  
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT  
RENEWAL AND AMENDMENT NO. 2023-01  
SIGNATURE PAGE FY 2023-2024**

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor, City of North Pole

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Bryce Ward, FNSB Mayor

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
FNSB Legal Department

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
April Trickey, FNSB Clerk



# Fairbanks North Star Borough

Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1481 • FAX 459-1119

## **FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES AND AMBULANCE CONTRACT FY2023**

### **Section 1. Parties**

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

### **Section 2. Duties of the Contractor**

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

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

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

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

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

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

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

3. Training and Level of Service.

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

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

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

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

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

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

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

### **Section 3. Duties of the Borough**

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

The Borough will make a payment equal to ½ of the total contract amount to the Contractor on or about July 15<sup>th</sup>. Upon timely receipt of all reports listed in Section 7, the remainder of the contract will be paid in equal amounts (1/4 of the total contract amount) on or about January 15<sup>th</sup> and April 15<sup>th</sup> respectively.

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

### **Section 4. Contract Term, Renewal, Termination, Integration**

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

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

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

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

4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

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



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

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

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

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

## **Section 5. Contract Representatives - Notices**

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

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

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

**BOROUGH**            Emergency Operations Director  
Fairbanks North Star Borough  
P.O. Box 71267  
Fairbanks, Alaska 99707  
Tel: 907-459-1481   Fax: 907-459-1119

**CONTRACTOR**      North Pole City Mayor  
125 Snowman Lane  
North Pole, AK 99705  
Tel: 907-488-2281   Fax: 907-488-3002

## **Section 6. Financial Records**

A. The Contractor shall maintain its internal financial records in accordance with generally accepted accounting principles. All Contractor financial records, including any

audit reports, shall be available upon reasonable request and at reasonable times for inspection by representatives of the Borough.

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

## **Section 7. Reporting Requirements**

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

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

C. The Contractor will track the following response times:

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

D. The Contractor shall provide the Borough Emergency Operations Director, by the 10th day of the subsequent month, a list of the Contractor's emergency responses that were provided pursuant to this agreement. The report will be submitted electronically, in a spreadsheet, and shall contain the following data fields: Date of Service, Time of Call (i.e. dispatch), Response Determinant (e.g. ALPHA, BRAVO, CHARLIE, DELTA ECHO, OMEGA), Location of Call, Turnout Time, Travel Time, Arrival on Scene, Initiating Action/Intervention Time, In-Service Time, Transport/No Transport, and Transport Miles (if patient transported).

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

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

### **Section 8. Insurance Requirements**

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

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

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

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

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

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

#### **Section 9. Ownership of Records**

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

#### **Section 10. Indemnification**

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

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

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

**CITY OF NORTH POLE  
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT  
FY2023  
SIGNATURE PAGE**

APPROVED: Michael W. Welch  
Michael W. Welch (Jun 29, 2022 17:56 AKDT)  
Mayor  
City of North Pole

DATE: Jun 29, 2022

PRINTED NAME: Michael W. Welch

APPROVED: James O. Williams  
for Bryce J. Ward, Mayor  
Fairbanks North Star Borough

DATE: Jun 30, 2022

REVIEWED: Ammarie Beltinger  
Fairbanks North Star Borough Legal Department

DATE: Jun 30, 2022

ATTEST: April Trickey  
April Trickey (Jun 30, 2022 13:51 AKDT)  
April Trickey  
Fairbanks North Star Borough Clerk

DATE: Jun 30, 2022



BUSINESS ASSOCIATE AGREEMENT  
between  
FAIRBANKS NORTH STAR BOROUGH,  
and  
CITY OF NORTH POLE

This Business Associate Agreement (“Agreement”) between the Fairbanks North Star Borough (“FNSB”) and the City of North Pole (“EMS Contractor”) (collectively the “Parties”) is effective July 1, 2022. This Agreement supplements and is made a part of the contract effective July 1, 2022 titled “EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT” (“Contract”) entered into by FNSB and the EMS Contractor which is currently in effect or as may be amended, supplemented, or extended from time to time.

1. The EMS Contractor is a Health Care Provider and Covered Entity that also performs services on behalf of FNSB as FNSB’s Business Associate. FNSB and the EMS Contractor agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the American Recovery and Reinvestment Act of 2009 (“HITECH”), as set forth in Title 45, Parts 160, 162, and 164 and Title 42, Part 1320d of the Code of Federal Regulations (the “CFR”). In the event of conflicting terms or conditions between this Agreement and the Contract, the terms of this Agreement shall supersede the conflicting terms of the Contract. As of the effective date, this Agreement shall supersede any prior business associate agreement between the Parties.

2. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in 45 CFR Parts 160, 162, and 164 and are incorporated herein by reference. Protected Health Information (“PHI”) shall have the meaning given in 45 CFR §160.103, limited to information EMS Contractor received from FNSB or created, received, or maintained on behalf of the FNSB to provide emergency medical and ambulance services and produce Patient Care Reports (PCRs). Section 7 of the Contract identifies the specific PCR data set.

3. Joint Notice of Privacy Practices. In coordination with FNSB’s Privacy Officer, the EMS Contractor shall develop and, as soon as practicable, provide all patients a Joint Notice of Privacy Practices (JNPP). The JNPP shall at all times reference FNSB’s billing and collection and activities and include the contact information for both the EMS Contractor and FNSB.

4. Use and Disclosure of Protected Health Information. The EMS Contractor shall use and/or disclose PHI only if such use and/or disclosure is in compliance with each applicable requirement of 45 CFR 164.502(a) and § 164.504(e), limited to those uses and/or disclosures necessary to provide EMS Service, satisfy the EMS Contractor’s obligations under law, this Agreement, the Contract, or as otherwise authorized in writing by the FNSB. The EMS Contractor may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 (the “Privacy Rule”) if done by FNSB, except for the specific uses and disclosures set forth below in Section 4.

5. EMS Contractor’s Operations.

(a) The EMS Contractor may use PHI only to the extent necessary for the EMS Contractor’s proper management and administration or to carry out the EMS Contractor’s legal responsibilities.

(b) The EMS Contractor may disclose such PHI as necessary for the EMS Contractor's proper management and administration, or to carry out the EMS Contractor's legal responsibilities, provided that:

(i) The disclosure is required by law; or

(ii) The EMS Contractor obtains reasonable assurance, evidenced by written contract from any person or organization to which the EMS Contractor discloses such PHI, that such person or organization shall:

(1) hold such PHI in confidence and use or further disclose it only for the purpose for which the EMS Contractor disclosed it or as required by law; and

(2) notify the EMS Contractor (who shall in turn promptly notify the FNSB) of any instance in which the confidentiality of such PHI was breached.

6. Data Aggregation Services. The EMS Contractor may use PHI to provide Data Aggregation Services related to the FNSB's Health Care Operations as permitted by 45 CFR § 164.504(e)(2)(i)(B).

7. De-Identification of PHI. The EMS Contractor may de-identify PHI in the course of providing services to the FNSB.

8. Privacy Rule Compliance. To the extent the EMS Contractor carries out the FNSB's obligations under the Privacy Rule, the EMS Contractor shall comply with the requirements of the Privacy Rule that apply to the FNSB in the performance of such obligations.

9. PHI Safeguards. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI.

10. Minimum Necessary. When using, disclosing, or requesting PHI to and from the FNSB, the FNSB's other EMS Contractors, and EMS Contractors' subcontractors or agents, the Parties shall limit PHI, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request in accordance with guidance provided by the Secretary of the Department of Health and Human Services. The Parties acknowledge that each may rely on the other's determination of the minimum necessary for compliance with the minimum necessary standards.

11. Electronic Protected Health Information Security and Integrity. The EMS Contractor and the FNSB acknowledge that, Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* apply to the EMS Contractor as a business associate of FNSB. The EMS Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards in compliance with Title 42, Section 1320d-2(d) of the United States Code and 45 CFR Part 164.302, *et seq.* that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that the EMS Contractor creates, receives, maintains, or transmits on behalf of the FNSB.

12. Security Incidents. The EMS Contractor shall report to the FNSB any "Security Incident," as defined in 45 CFR § 164.304, of which it becomes aware. The report will be made in accordance with the reporting procedures of this Agreement described in Section 19 below. The EMS Contractor agrees to identify and respond to suspected or known Security Incidents; mitigate harmful effects of Security Incidents, to the extent practicable; and document Security Incidents and their outcomes.

13. Subcontractors and Agents. The EMS Contractor shall require each of its subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the FNSB to agree in writing to the same restrictions, conditions, and requirements that apply to the EMS Contractor with respect to such PHI.

14. Access to PHI. EMS Contractor shall make available PHI in a Designated Record Set to the FNSB upon its request or as directed by the FNSB, to an Individual to meet the requirements under 45 CFR § 164.524 and applicable state law. The EMS Contractor shall provide FNSB access within ten business days of the request.

15. Amending PHI. EMS Contractor shall make any amendment(s) to PHI in a Designated Record Set that the FNSB directs or agrees to pursuant to 45 CFR § 164.526 within twenty business days.

16. Accounting of Disclosures of PHI. EMS Contractor shall document such disclosures of PHI and Electronic Health Records and information related to such disclosures as would be required for the FNSB to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and shall provide such accounting of disclosures within twenty business days.

17. Sales of PHI and Marketing. The EMS Contractor agrees that it shall not engage in the sale of PHI and shall not directly or indirectly receive remuneration in exchange for PHI unless expressly permitted by the Contract and applicable law.

18. Access to Books and Records.

(a) The EMS Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the FNSB and to DHHS or its designee for the purpose of determining the FNSB's compliance with HIPAA. The EMS Contractor shall notify the FNSB in writing within 10 days of any request by DHHS for information relating to the FNSB, and upon request from the FNSB provide the FNSB a copy of any such information that is provided to DHHS.

19. Reporting. If the EMS Contractor becomes aware of any unauthorized use or disclosure, or Breach of PHI, it shall submit a written report of the incident to the FNSB's Privacy Official promptly, but not more than five business days after the EMS Contractor's discovery of the Breach. The EMS Contractor's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify each individual whose unsecured PHI has been, or is reasonably believed by the EMS Contractor to have been, accessed, acquired, or disclosed; (c) identify the PHI used or disclosed including the types of identifiers and the likelihood of re-identification; (d) identify who



made the unauthorized use or received the unauthorized disclosure; (e) identify whether the PHI was actually acquired or viewed; (f) identify what the EMS Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (g) identify what corrective action the EMS Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and (h) provide such other information, including a written report, as reasonably requested by the FNSB's Privacy Official. The EMS Contractor shall cooperate with the FNSB in providing any notice to affected Individuals, local media, and governmental agencies as required by law.

(a) The EMS Contractor also agrees to report all information necessary about any breaches of PHI in order for the FNSB to include such information in the FNSB's log of Breaches filed annually with DHHS.

(b) The EMS Contractor agrees to cooperate with the FNSB in preparing and sending Breach notifications and shall pay the costs of such notifications for Breaches associated with PHI that was involved with a Breach by the EMS Contractor or its agents or subcontractors. The EMS Contractor shall not send Breach notifications to HHS, the media, or any individual without first notifying the FNSB.

20. Mitigation. The EMS Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the EMS Contractor of a use or disclosure of PHI by the EMS Contractor in violation of this Agreement.

21. Independent Contractor Not an Agent. The Parties agree that the EMS Contractor is acting as an independent contractor, and is not acting as an agent of the FNSB under either this Agreement or the Contract. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties. No acts performed, or words spoken by either Party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either Party in connection with the performance of any of its obligations hereunder shall be solely at that Party's own risk. Each Party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

22. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the FNSB to comply with applicable law.

23. Termination. Termination is generally addressed in Section 4C of the Contract. The following reasons for termination are in addition to those stated in the Contract.

(a) Upon either Party's knowledge of a material breach of this Agreement by the other Party or its subcontractors or agents, the non-breaching Party shall provide an opportunity for breaching Party to cure the breach or end the violation. If the breaching Party, or its subcontractors or agents, do not cure the breach or end the violation within (30) days, or if cure is not possible, the non-breaching Party shall have the right to immediately terminate this Agreement and the Contract.

(b) Notwithstanding any other provision of this Agreement or the Contract, either Party shall have the right to terminate this Agreement and the Contract if it determines, in its sole discretion, that the other Party or its subcontractor or agents has violated a material term of this Agreement related to the use or disclosure of PHI or any provision of 45 CFR Parts 160, 162 and 164. This right may be exercised by providing written notice to the other Party of termination, with such

notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified in such notice.

(c) This Agreement shall also automatically terminate at the earlier of the completion of the Contract Services, upon the Parties entering into a successor Agreement, or upon termination as provided for in this Agreement.

24. Return or Destruction of PHI.

(a) Except as provided in section (b) below, upon termination the EMS Contractor shall return all PHI to the FNSB or destroy all PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of the EMS Contractor. The EMS Contractor shall retain no copies of the PHI. The EMS Contractor shall complete such return or destruction as promptly as possible, but not later than 30 days after the effective date of the termination of the Contract. The EMS Contractor shall retain no copies of the PHI.

(b) In the event that the EMS Contractor determines that returning or destroying the PHI is infeasible, the EMS Contractor shall provide within 30 days of the effective date of termination written justification explaining why such PHI could not be returned or destroyed. Upon verification by the FNSB that the return or destruction of PHI is infeasible, the EMS Contractor shall extend the protections of this Agreement to such PHI, and limit further use and disclosure of PHI to those purposes that make the return or destruction infeasible for so long as the EMS Contractor maintains such PHI.

25. Survival. The EMS Contractor's obligations under Sections 12, 19, 24(b), 26, and 28 of this Agreement shall survive the termination of this Agreement.

26. Reimbursement. The EMS Contractor agrees to reimburse FNSB for any and all costs and expenses incurred as a result or arising directly or indirectly out of FNSB's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by the EMS Contractor, including but not limited to all costs associated with FNSB's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in the Contract shall not apply to this Agreement.

27. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties' compliance with HIPAA.

28. Governing Law. The laws of the State of Alaska apply when interpreting this Agreement. Venue shall be in the Fourth Judicial District at Fairbanks, Alaska.

29. Regulatory References. A citation in this Agreement to any regulation or law shall mean the cited section as that section may be amended from time to time.

30. Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable

to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

31. No Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party.

32. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other the EMS Contractor agreements or agreements related to patient data and the access, use, privacy, security, and confidentiality of patient data.

Michael W. Welch  
Mayor, City of North Pole

33. Notice. All reporting pursuant to this Agreement shall be to the Privacy Officer at the Fairbanks North Star Borough and shall include a courtesy copy sent to [northpolemayor@gmail.com](mailto:northpolemayor@gmail.com) and [Jason.Beal@fnsb.gov](mailto:Jason.Beal@fnsb.gov).

34. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

**City of North Pole**

By: Michael W. Welch  
Michael W. Welch (Jun 29, 2022 17:56 AKDT)  
Print Name: Michael W. Welch  
Title: Mayor, City of North Pole  
Date: Jun 29, 2022

**Fairbanks North Star Borough**

By: James D. Williams  
Print Name: Jim Williams  
Title: Chief of Staff  
Date: Jun 30, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hale & Associates 100 Cushman Street, Suite 200  Fairbanks AK 99701		<b>CONTACT NAME:</b> JoAnna Lewis <b>PHONE (A/C, No, Ext):</b> (907) 456-6671 <b>FAX (A/C, No):</b> (907) 452-5214 <b>E-MAIL ADDRESS:</b> JoAnna@Hale-Ins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> TMB	<b>NAIC #</b>
		<b>INSURER A:</b> Alaska Municipal League JIA, Inc. pool	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** CL21123025705

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		169	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 15,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$							
	MED EXP (Any one person) \$							
	PERSONAL & ADV INJURY \$							
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: EMS Medical Malpractice							GENERAL AGGREGATE \$	
							PRODUCTS - COMP/OP AGG \$	
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			169	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
							\$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$	
	DED \$ RETENTION \$						\$	
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	169	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ See Below							
	E.L. DISEASE - EA EMPLOYEE \$ See Below							
	E.L. DISEASE - POLICY LIMIT \$ 2,500,000							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Emergency Medical Services and Ambulance Contract  
Certificate Holder named Additional Insured with regard to General Liability and issued a Waiver of Subrogation with respect to Workers' Compensation where required by written contract.

## CERTIFICATE HOLDER

Fairbanks North Star Borough P.O. Box 71267  Fairbanks AK 99707-1267
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## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*David R. Hale*