Monday, February 27, 2023
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

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 2/6/2023 (Pgs. 3-9)
6. Communications from the Mayor
   a. Student of the Month – Marty Goodwin (Pg. 10)
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. CNP Bullying and Harassment Policy (Pgs. 11-23)
11. Unfinished Business
12. **New Business:**
   a. Resolution 23-04, A Resolution of the City of North Pole, Alaska, to Approve the 2023 City of North Pole Committees (Pgs. 24-29)
   b. Approval of Master Services Agreement with Respec (Pgs. 30-42)
   c. Authorization to Initiate a Seasonal Police Office Hiring Program for the NPPD (Pgs. 43-49)
   d. Approval of 2023 ICAC Agreement (Pgs. 50-72)

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 6, 2023, in the North Pole City Hall Chambers.

CALL TO ORDER/ROLL CALL
Mayor Welch called the regular City Council meeting of Monday, February 6, 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. Jacobson

APPROVAL OF AGENDA
Mr. Jacobson moved to approve the agenda of February 6, 2023

Seconded by Mr. Skipps

Mr. Jacobson moved to amend the agenda of February 6, 2023, to consent the following items:

   New Business:
       a. Ordinance 23-04, An Ordinance of the City of North Pole Amending the Harassment Policy for City Employees – To postpone until March 6, 2023
       d. Request to purchase Public Works vehicle

Seconded by Ms. Welch

On the amendments
DISCUSSION
None
PASSED
Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0

On the agenda as amended
DISCUSSION
None
PASSED
Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0

APPROVAL OF MINUTES
Mr. Jacobson moved to approve the minutes from the 1/17/2023 meeting
Seconded by Mr. Skipps
DISCUSSION
None
PASSED
Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0

COMMUNICATIONS FROM THE MAYOR
- The Mayor congratulated Melanie Swanson and Allison Schack on their 5th year anniversary with the City of North Pole.

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
- Chief Dutra was not in attendance tonight.

Fire Department, Chief Heineken
- Chief Heineken was not in attendance tonight.

Finance, Michelle Peede
- Ms. Fogarty was not in attendance tonight, instead Michelle Peede gave the finance report.

Minutes
• She emailed the financial statements, and the sales tax and interest spreadsheet to everyone last week.
• The audit will become the focus in the next few weeks. She has started working with the new Tyler system and preparing that.

The Mayor asked when the audit information was going to be due to the accounting firm.
• Ms. Peede said that Gary Hutchinson is out of the office and will be back next week to answer that question officially. But it should be around mid-April.

**Director of City Services, Danny Wallace**

**Building Department**
• We held a meeting on Process Flow for the Building Department Processes. We’re working on ensuring that the same process is followed each time for building permits (we had a working process from Bill, but needed to document/validate it).

**Public Works Department**
• Snowplowing occurred over the weekend and we alerted the community via social media of both DOT and City activities. The PW folks are still pushing snow today (sidewalks, etc). No complaints that I’m aware of (yet).
• We’re working on an invitation to bid for street sweeping for the spring and potentially in the fall for the city. Each year, we scramble to get these services and putting this out to bid will be more timely and cost effective. Last spring, we spent $18,400 with Groundhogs LLC to sweep the streets of sand/gravel debris. We’re hoping that using the bid process, we’ll be able to keep costs at that level (or lower).
• Cody Lougee, our PW supervisor will take some well-deserved time off beginning in mid-February. We’ve got a coverage plan and the City should not see a reduction in services.

**Utility Department**
• No significant utilities issues over the holiday weekend
• We’re finalizing a contract with Respec (an engineering firm we routinely work with for City projects) on overall support to the City for engineering work. 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.
• Last week, we had our second working group discussion on ways to mitigate the chronic funding for sewer utilities. The group included the Mayor, Paul Trissel, Melanie Swanson, Tricia Fogarty, and me. We reviewed the six potential options for the City and discussed/validated. During the next meeting (later this week), we’ll rank those options.

**Moose Creek**
• No significant change to this project

**Other items**
• Streetlight project (Summer 2023)

Ms. Welch asked about the types of streetlights that are going to be installed in this summer in the city. She is concerned about light pollution.
Mr. Keller asked if the Ford subdivision would be included eventually in the streetlight project.
Mr. Wallace said that he would get that information and pass it along. The Ford subdivision is not included at the moment, but it might be an option for later.

Mr. Jacobson asked for additional details on the street sweeping project that we are going to be putting out for bid.

Mr. Wallace said that the details of the project will be the same as what was done last year.

**Human Resources, Ellen Glab**

- Ms. Glab has been working on making ID badges for the staff. This is a new thing that we are doing to help identify our city works to businesses and the public. She will start with the Public Works and Utility departments then move onto the rest of the staff.
- She has been working on a schedule for staff anniversaries so that we can continue to recognize these important dates.

**Borough Representative**

Borough meeting 1/26/2023

- Ms. Welch let the FNSB assembly that we will have a rotating schedule of the NP representative at the meetings for the rest of the year.
- The ordinance limiting the representatives’ giving reports to the assembly did pass. The time will now be limited to 5 minutes for the reports from the city and school district reps.
- The borough agreed to purchase land and passed the ordinance to build a new animal shelter. It will be located off of Braddock Street.
- The borough was trying to put money into the recycling program, but until the process is streamlined and more efficient it is too costly to have the program.
- Also the Ester community park will now be tax exempt.

**City Clerk’s Office, Melissa Dionne**

- Ms. Dionne gave an update on the new city website; it is in the final stages. Training should be able to be scheduled for the end of February/beginning of March.
- She reminded the Council that the next Council meeting will be on February 27th and not the 21st as previously planned.
- Ms. Dionne asked the Council, City employees and general public to please send her any photos of the city that they would like to share, the new website is severely lacking in photos and she would like as many more as she can get.
- She also reminded the council that she is out of the office starting Thursday this week and will be returning the 21st.

**ON GOING PROJECTS**

- Gary Wilken was with us tonight to talk about opposition to the Manh Cho mine project.
- 2023 Committee sign ups.
New Business

- Resolution 23-02, A Resolution of the City Council of North Pole, Alaska in Support of Grant Applications

Mr. Jacobson moved to approve the request.

Seconded by Ms. Welch

On the Resolution

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0

- Resolution 23-03, A Resolution from the North Pole City Council Expressing Opposition to the Sole Ore Trucking Proposal for the Manh Cho Mine Project

Giving public testimony supporting the resolution was:
Mary Farrell
Steven Hovenden (via written testimony)
Patrice Lee
Mike Miller
Gary Wilken
Lynn Cornberg
David Cornberg

Mr. Jacobson moved to approve the resolution

Seconded by Ms. Welch

Mr. Jacobson moved to amend the Resolution to change the wording in paragraph 1 and in the last paragraph of the resolution (changes were made during the meeting)

Seconded by Ms. Welch

On the Resolution as amended

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0
On the Resolution

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Welch, Cromer, Keller
No: 0
Absent: 0

COUNCIL COMMENTS

- Ms. Clack thanked everyone for the work on the Man Cho mine resolution tonight. And wished everyone a safe trip home tonight.

- Mr. Keller shared that he has had many conversations with members of the public on both sides of the Manh Cho mine project, he said that he loves to see the passion that is coming from both sides on this subject. As Alaskans we like to see our resources developed, he watched it growing up in Idaho. But we need to do it efficiently and effectively. Watching this resolution come to pass has been really interesting and inspiring of how we need to come together as public and elected officials to really see change. He said it is sad that it has taken almost 2 years to get to this point where we can say enough is enough we need to see change. Imagine if the company at hand had gone to the state with their plan for expansion and the idea of the railroad expansion then how much closer we would be to that project to being completed. He hopes that this is an awakening for Alaska that we need to do things better and that we need to look at the public health of our citizens. He thanked everyone for the public testimony tonight, he said it has been better that it was a little unorthodox for parliamentary procedures. But who cares, we got things done, got it accomplished and he looks forward to seeing how this effects our community.

- Ms. Welch said that we all of the safety and information that we have been given tonight I will also take it back to the local people. I do duty everyday in front of Hunter elementary school, I see bus drivers that have absolutely no idea about what 25 miles per hour means much less a blinking 20 mile per hour sign means. She has talked to the dispatcher to ask their drivers to slow down, she has talked to monitors even and hopes that they have learned a lesson to slow down. She said that that goes for parents too, you are going to kill a kid if you do not slow down. She said that going that extra 10 miles an hour over for 100 yards is just not going to save you that much time to make it worth it. She asked that everyone listening please look out, look out for our students, look out for our students, look out for each other. That comes from someone who has been out there for the last 21 years in front of Hunter elementary.

- Mr. Skipps thanked everyone for their public testimony tonight. He also thanked Mr. Wilken for the presentation. He said that it was very eye opening.

- Mr. Cromer said the same thing. He thanked everyone for the testimony it was eye opening for him. He is thinking about driving to work everyday in Fairbanks with all of those big trucks on the road and them stopping at railroad crossings and how congested it gets and how that will effect that commute.

- Mr. Jacobson thanked everyone for the collaborative effort, he said that he is sure the maker of ‘Robert’s Rules of Order’ is rolling over in his grave tonight. He said that we certainly stretched those rules throughout the evening. But he thinks that the end result is a document that he thinks is going to be a wake up call to our neighbors and our friends in Juneau that we need to stop and think carefully about
what we are doing. He said he is always concerned about a business plan that operates on so many assumptions of everything working perfectly on the highways when the driving public is so unpredictable in their behaviors while driving, not saying that they are irresponsible, but there are so many things that can go wrong in our environment, in our weather conditions and our roads. Adding these trucks to the mix and the amount of delays and accidents that would occur and then when the human cost becomes too great and we go to Kinross and say you need to shut it down they are going to argue that they have spent too many dollars on the project and aren’t going to stop now and we are going to sue you for damages. So I think that this is our way of saying before we get too far down the road and they have invested so much and are going to hold the state responsible or the contractors responsible for the accidents on the road. The piece of knowledge tonight about them shirking responsibilities for endangering the public onto their contract drivers is very concerning to him. He thanked everyone and asked everyone to be safe tonight and every night.

- Mr. Mayor shared that he received an email from a constituent who was recently notified about her additional taxes for road maintenance that she just received. The Mayor gave her details on who with the borough that she could contact. Inflation has effected many things and the constituent said that the prices are just getting out of hand. He said he feels that he did his due diligence in listening to her and giving her the contact info to forward her grievance.

ADJOURNMENT
Ms. Welch moved to adjourn

The regular meeting of Monday, February 6, 2023, adjourned at 9:45 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, February 6, 2023.

ATTEST:

Melissa Dionne, City Clerk
Office of the Mayor  
City of North Pole

Proclamation

WHEREAS, Marty Goodwin is a senior at North Pole High School and is the son of Travis Goodwin.

WHEREAS, Marty is involved in the school newspaper, the CNA program, Poetry Slam and Poetry Outloud.

WHEREAS, Marty was recognized as a Patriot Star in 2022 and was awarded 2nd in category in the 2022 Poetry Slam.

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Marty Goodwin the:

North Pole City Council  
High School Student of the Month  
For February 2023.

ATTEST:

[Signature]
Mayor, City of North Pole, Alaska

Melissa Dionne  
City Clerk
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.


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 of 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.
Edits from Zane Wilson – 2/10/2023

2.36.291 Bullying and Harassment

A. It is the policy of the City of North Pole that all City of North Pole employees, staff, including and members of the City Council shall complete Sexual Harassment Training and Anti Bullying training in their first 60-120 days of employment. Employment and will be required to update their training annually.

B. Definition of Bullying: The City of North Pole defines bullying as 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 or sabotage that prevents work from getting done.
3. Verbal insults or abuse.

Such behavior violates the City of North Pole’s Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

C. Examples: The City of North Pole considers the following types of behavior as 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, or threatening of physical assault, causing damage to a person’s work area or property.

3. Gesture bullying: Non-verbal gestures that can convey threatening messages.

4. Exclusion: Intentionally or repeatedly excluding a person in work-related activities necessary to perform their job duties.

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

1. Persistent singling out of one person without just cause.

2. Shouting or raising one’s voice at an individual in public or in private.

3. Using obscene or intimidating gestures.

4. Not allowing the person to speak or express himself of 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. Public reprimands.

9. Repeatedly and falsely accusing someone of errors, that cannot be documented.

10. Deliberately interfering with mail and other communications.

Commented (ZW1): I extended the time frame to allow for scheduling. Annual training for folks who do not have any history of issues seems unwarranted. If the City feels this is an appropriate requirement I do not have any legal objection.

I cannot get the extra A to go away.
41.9. Spreading rumors and gossip regarding individuals.
42.10. Encouraging others to disregard a supervisor’s instructions without the authority to do so.
43.11. Intentionally 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).
44. Assigning menial tasks not in keeping with the normal responsibilities of the job.
45. Taking credit for another person's ideas.
46.12. Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
47.13. Deliberately excluding an individual or isolating him or her from work-related activities necessary to perform their job duties, such as meetings.
48.14. 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 to be used 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.
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.

Employees shall not make romantic advances or pursue romantic relationships during work hours.

Because the City may face workplace disruptions and exposure to legal liability when workplace relationships go awry, all personnel are required to disclose romantic the relationships with other employees 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, if one of the following conditions results:

a. A rejected supervisor or co-worker retaliates due to a perceived slight.
b. Unwelcome (but previously welcome) advances are made by an employee who unsuccessfully attempts reconciliation with the individual with whom the romantic relationship occurred.
c. A third party becomes upset about his or her co-worker’s relationship and the actual or perceived preferential treatment and favoritism provided for a current or former love interest; and

d. Retaliation claims when a former love interest complains to management or commences administrative or legal proceedings about unwelcome advances and the employer subsequently takes any adverse employment action against the complaining employee.

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 after the employee has been advised that the advance is not welcome.

2. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, non-verbal, or physical is prohibited after the employee has been advised that the behavior is not welcome.

3. Any transmission of derogatory or offensive material or remarks via electronic communications by employees, supervisors or management personnel, is expressly prohibited.

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 derivative.

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 2.36.322)

**G. TYPES OF CORRECTIVE ACTION.** Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct shall 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 One to Three who feel they 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 that is offensive or at Level Four as described above, or who have been subjected to quid pro quo type sexual harassment, should 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 because of the offensive behavior.
      f. How the victim would like the matter resolved settled, or what the victim would like to see happen.
      c. The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.
      d. The victim shall 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 shall be submitted to the next highest supervisor, the department head, the Mayor, or designee.
      e. An immediate investigation will be conducted by trained 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.** *(See Section 8: 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. D. 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 shall be evaluated within the full context of any allegation and may consist of, but is not limited to, any of the following:
      1. Overtopen hostility.
      2. Exclusion from functions, necessary to perform job duties or ostracism.
      3. Special or more closely monitored attention to work performance not warranted by 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, an annual 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 annually 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 annual training session, and shall maintain records of all participants.
   5. All members of boards, commissions, councils or employees are subject 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. The file shall be maintained by the Human resources Administrator, or designee and a copy shall be
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
RESOLUTION NO. 23-04

A RESOLUTION OF THE CITY OF NORTH POLE, ALASKA TO
APPROVE THE 2023 CITY OF NORTH POLE COMMITTEES

WHEREAS, the City of North establishes Committees to better consider
particular items of business and to make recommendations to the full Council; and

WHEREAS, this system reduces the amount of work each Council member
must perform and reduces the length or frequency of full council meetings; and

WHEREAS, committees are updated annually and consist of volunteer Council
members as well as members of the North Pole community, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of North
Pole that it approves the 2023 City of North Pole Committee’s that are attached.

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 27th
day of February 2023.

ATTEST:

Michael W. Welch, Mayor

Melissa A. Dionne, North Pole City Clerk

PASSED/FAILED
Yes:
No:
Absent:
## City of North Pole 2023 Committees

### Festival

This committee is designated to plan and execute special events, such as the City’s birthday, 4th of July and WinterFest. Works with staff, vendors, and other community organizations (NPCCC), fundraising and securing donations (if necessary), works within the confines of a budget and ensures acknowledgment of donors.

<table>
<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
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<td><a href="mailto:mwelch@northpolealaska.org">mwelch@northpolealaska.org</a></td>
<td>907-488-8584</td>
</tr>
<tr>
<td>Larnetia Skipps</td>
<td>2729 Perimeter Dr., North Pole</td>
<td><a href="mailto:larnetiaskippes@gmail.com">larnetiaskippes@gmail.com</a></td>
<td>907-378-6635</td>
</tr>
<tr>
<td>Howard Rixie</td>
<td></td>
<td><a href="mailto:hsrixie@gmail.com">hsrixie@gmail.com</a></td>
<td></td>
</tr>
<tr>
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<td>934 Les Rogers Turnaround, North Pole</td>
<td><a href="mailto:awelch@northpolealaska.org">awelch@northpolealaska.org</a></td>
<td>907-488-5834 *will not be Council</td>
</tr>
<tr>
<td>Benjamin Williams</td>
<td>1028 Hertha Turnaround, North Pole</td>
<td><a href="mailto:bbc1williams@gmail.com">bbc1williams@gmail.com</a></td>
<td>907-388-5911</td>
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<td>907-388-5911</td>
</tr>
<tr>
<td>Wanda Adelesperger</td>
<td></td>
<td><a href="mailto:waldesperger@hotelnorthpole.com">waldesperger@hotelnorthpole.com</a></td>
<td>907-488-4800</td>
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<td>508 W. 4th Ave, North Pole</td>
<td><a href="mailto:akeller@northpolealaska.org">akeller@northpolealaska.org</a></td>
<td>907-987-2548 *alternate</td>
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</tbody>
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* Committee terms are 1/1/23 to 12/31/23 unless otherwise noted

### Bed Tax

Meets in November each year to review bed tax grant applications. Each entity seeking the grant will have time to present to the committee on their organization and what the funds would be used for. Committee members individually decide on amounts to give each after hearing the presentations. The amounts are then averaged and the committee, as a whole, makes those recommendations to the Council on the results.

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* New Council member to be elected in Oct

* Committee terms are 1/1/23 to 12/31/23 unless otherwise noted

2023 Committee’s Master List
**Ethics**

The committee reviews and considers all ethical complaints and takes actions that it deems appropriate. This committee consists of 3-5 public members and 1 alternate.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Term Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Issacson</td>
<td></td>
<td>907-322-3133</td>
<td>1/1/21-12/31/24</td>
</tr>
<tr>
<td>Denise Taylor</td>
<td>1124 Lake Drive, North Pole</td>
<td>907-488-2422</td>
<td>1/1/20-12/31/23</td>
</tr>
<tr>
<td>Cara Eckman</td>
<td>2700 Bald Eagle Ct Unit D, North Pole</td>
<td>907-350-9446</td>
<td>3/1/23-12/31/25</td>
</tr>
</tbody>
</table>

**Memorial Park**

Plans and executes the Fallen Hereos Memorial Celebration annual event at the Trooper Gabe Rich and Trooper Scoot Johnson Memorial Park. This committee consists of the Mayor, Police Chief and the Fire Chief.

<table>
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<td>907-488-8584</td>
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<tr>
<td>Chief Dutra</td>
<td>125 Snowman Lane, North Pole</td>
<td><a href="mailto:sdutra@northpolepolice.org">sdutra@northpolepolice.org</a></td>
<td>907-488-8456</td>
</tr>
<tr>
<td>Chief Heineken</td>
<td>110 Lewis St, North Pole</td>
<td><a href="mailto:cheineken@northpolefire.org">cheineken@northpolefire.org</a></td>
<td>907-488-0444</td>
</tr>
</tbody>
</table>

**Code Violations**

This committee reviews and enforces City code violations and recommends remedies and penalties. Consists of the Mayor and 1-2 Council members.

<table>
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<td>907-460-7733</td>
</tr>
<tr>
<td>DeJohn Cromer</td>
<td>815 Marquette Loop, North Pole</td>
<td><a href="mailto:dcromer@northpolealaska.org">dcromer@northpolealaska.org</a></td>
<td>907-347-2808</td>
</tr>
<tr>
<td>David Skipps</td>
<td>2729 Perimeter Dr, North Pole</td>
<td><a href="mailto:dskipps@northpolealaska.org">dskipps@northpolealaska.org</a></td>
<td>907-750-5106</td>
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* Committee terms are 1/1/23 to 12/31/23 unless otherwise noted  
2023 Committee's Master List
**Economic Development**

Committee comprised of Council and community members with the purpose of developing new ideas and evaluating current issues. Leads projects to enhance economic development in the city and provide support to existing businesses. Recommends deductions to the Council as an incentives to businesses. Consists of the Mayor, 1-2 Council or community members.

<table>
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**Borough Rep. *See schedule**

| Aino Welch        | 934 Les Rogers Turnaround, North Pole | awelch@northpolealaska.org | 907-488-5834 | *Until 10/23 |
| David Skipps      | 2729 Perimeter Dr, North Pole        | dskipps@northpolealaska.org | 907-750-5106 |
| Anton Keller      | 508 W. 4th Ave, North Pole          | akeller@northpolealaska.org | 907-987-2548 |
| Chandra Clack     | 820 Refinery Loop                   | cclack@northpolealaska.org | 907-460-3767 |
| Jeffrey Jacobson  | 391 Finell Dr., North Pole          | jjacobson@northpolealaska.org | 907-460-7733 |
| DeJohn Cromer     | 815 Marquette Loop, North Pole      | dcromer@northpolealaska.org | 907-347-2808 | *Until 10/23 |

**Total Compensation Committee (ad hoc)**

Consists of the Mayor and 1 to 2 Council members as well as the city department heads. Meets every 3 years in the summer and fall (approx. 4 meetings) to review the compensation of city employees, including regular pay, merit pay and benefits.

| Mayor Welch       | 934 Les Rogers Turnaround, North Pole | mwelch@northpolealaska.org | 907-488-8584 |
| Jeffrey Jacobson  | 391 Finell Dr., North Pole           | jjacobson@northpolealaska.org | 907-460-7733 |
| Chandra Clack     | 820 Refinery Loop                    | cclack@northpolealaska.org | 907-460-3767 |

* Committee terms are 1/1/23 to 12/31/23 unless otherwise noted
Housing Development Committee (ad hoc)

Committee consists of the Mayor and 2 Council members. Reviews and recommends housing remedies for the city and the Military Facility Zone. Hears plans from builders/agencies and makes recommendations to the Council fee/tax relief, if appropriate.

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## FNSB Representative for 2023

<table>
<thead>
<tr>
<th>Date of Meeting</th>
<th>NPCC Rep</th>
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<tbody>
<tr>
<td>2/9/2023</td>
<td>Welch</td>
</tr>
<tr>
<td>2/23/2023</td>
<td>Clack</td>
</tr>
<tr>
<td>3/9/2023</td>
<td>Cromer</td>
</tr>
<tr>
<td>3/23/2023</td>
<td>Jacobson</td>
</tr>
<tr>
<td>4/13/2023</td>
<td>Welch</td>
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<tr>
<td>4/27/2023</td>
<td>Keller</td>
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<tr>
<td>5/4/2023</td>
<td>Welch</td>
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<td>5/11/2023</td>
<td>Skipps</td>
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<tr>
<td>5/25/2023</td>
<td>Welch</td>
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<tr>
<td>6/8/2023</td>
<td>Clack</td>
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<tr>
<td>6/22/2023</td>
<td>Welch</td>
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<tr>
<td>7/12/2023</td>
<td>Cromer</td>
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<td>7/27/2023</td>
<td>Welch</td>
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<td>8/10/2023</td>
<td>Jacobson</td>
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<td>8/24/2023</td>
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<tr>
<td>9/14/2023</td>
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<td>10/12/2023</td>
<td>Skipps</td>
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<td>10/26/2023</td>
<td>Clack</td>
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<tr>
<td>11/9/2023</td>
<td>Jacobson</td>
</tr>
<tr>
<td>12/14/2023</td>
<td>Clack</td>
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*If you cannot make it to your assigned meeting, please let the Clerk know asap so that we can find someone else to attend.

*Borough meeting are held both in person and via Zoom and start at 6pm. Agendas can be found of the Borough website www.fnsb.gov*
MASTER SERVICES AGREEMENT

THIS Master Services Agreement effective this 23 day of January 2023, by and between the City of North Pole (hereinafter referred to as the "Client"), and RESPEC Company, LLC a limited liability company organized and existing under the laws of the state of Alaska with an office at 1028 Aurora Drive, Fairbanks, AK 99709 (hereinafter referred to as the "Consultant").

WITNESSETH:

This Master Services Agreement is agreed such that the Consultant can provide design, permitting, reviews of construction documents, bidding support, and construction administrative services in support of the Client’s Operations.

NOW, THEREFORE, the parties hereby agree as follows:

   The Consultant shall provide design, permitting, reviews of construction documents, bidding support, and construction administrative services, as requested by Client, in support of the Client's Operations. The Consultant shall provide all labor and materials necessary for this scope of work (the "Services") as more fully described in any Task Orders associated with this Master Agreement (hereinafter referred to as the "Work"). Any change in the Work shall be authorized in writing by a Separate Task Order or Change Order and the adjustment to the consideration to be paid Consultant and/or the time for completion of the Work as determined by mutual acceptance.

2. Commencement and Term of the Agreement.
   The Master Services Agreement shall commence on January 23, 2023 and shall end on January 31, 2026 unless earlier terminated or renewed in writing by the parties.

   Any work associated with Task Orders shall identify specific schedules and the cost of the related work activities. The Consultant shall perform the work in conformance with the cost and specifications provided by the Task Order.

3. Consideration.
   a. For the successful completion of the Scope of Work, the Consultant shall be paid amounts on a time and materials basis or on a fixed-price lump sum basis as more fully described and agreed to in the related Task Orders.
   b. Unless otherwise specified and agreed in a Task Order, hourly rates will be invoiced at the hourly rates provided in Attachment C. Any increase in Consultants hourly rates shall be provided 60 days in advance of Consultant performing any work utilizing the new rates. If Client does not agree to the rate increase, in writing, this contract shall be terminated as of Client's rejection of the rate increase.
   c. Payment to the Consultant shall be thirty (30) days after receipt of an invoice from the Consultant. The invoice will be in the format as specified by the Client and shall contain at a minimum, the time period, time spent on each discrete task (for Time and Materials based
contracts), and description of services provided. The invoice shall be submitted to the Client’s Delegated Representative.

d. In the event the Work will go beyond the scope of Services originally contemplated in this Agreement or any Task Order, Consultant and Client may sign a mutually acceptable amendment to the Agreement in writing and executed by both Parties. If the parties cannot agree to an amendment to accommodate additional services, the contract, or any Task Order issued thereunder, may be terminated by the Client upon the conclusion of such amendment discussions. No work shall be performed by Consultant, or paid for by client, beyond that agreed to, in advance and in writing, by the parties.

e. Upon Consultant’s completion of Work or delivery of Work Product as set forth in the Task Orders, Client shall have sixty (60) days to notify Consultant in writing of any nonconformance of the Work or Work Product under this Agreement. If Client does not notify Consultant in writing within sixty (60) days of completion or delivery of the Work or Work Product of any nonconformance, the Client shall have accepted delivery of the Work or Work Product. In the event Client notifies Consultant of nonconformance within sixty (60) days of completion or delivery of the Work or Work Product, Consultant shall have sixty (60) days to remedy the nonconformance. This paragraph shall not limit Client’s legal rights other than the right to reject nonconforming work.

4. Delegation of Authority. The following personnel are hereby authorized to act as official representatives for the specific purposes shown.

**Client’s Contracting Representative**

Current Mayor  
125 Snowman Lane  
North Pole, AK 99705  
907-488-8584

**Client’s Delegated Representative**

Robert Daniel Wallace  
125 Snowman Lane  
North Pole, AK 99705  
907-488-8593  
RWallace@northpolealaska.com

**Consultant’s Contracting Representative**

Philip Welling  
3824 Jet Drive  
Rapid City, SD 57703  
(605) 394-6400  
Phil.welling@respec.com

**Consultant’s Delegated Representative**

Karen Brady  
1028 Aurora Drive  
Fairbanks, AK 99709  
907-322-5720  
Karen.Brady@respec.com

**Authority**

Approve and issue change orders but only when within the spending authority of the Mayor. All other agreements/change orders must be approved by the City Council.

**Authority**

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.

**Authority**

Approve and issue change orders.

**Authority**

Assign work, approve invoices and time records, inspect and accept work in process or completed, furnish technical operating procedures and liaison.
5. **Safety Precautions.** In performing the Work, the Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property.

6. **Proprietary Information.** The Consultant shall not directly or indirectly disclose to any third person or use for the benefit of the Consultant or any other party, either during or after the term of the Contract, any secret or proprietary information of the Client, whether relating to the work performed hereunder or to the business and affairs of the Client, or any client of the Client, including the Client’s manuals or procedures, without the prior written consent of the Client.

7. **Intellectual Property Rights.** The Consultant is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Pre-Existing Materials, including Intellectual Property Rights therein. All Work Product shall become the property of Client, provided that Client performs all duties and obligations under this Agreement, including but not limited to prompt payment of all sums due under this Agreement. For purposes of this Agreement:

a. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world. The parties acknowledge and agree that Consultant shall retain ownership of all preexisting Intellectual Property Rights, inclusive of but not limited to all materials, proprietary methodologies and other creative tangible forms of expression created or owned by Consultant prior to commencement of this Agreement and used in connection with this Agreement and/or incorporated into the services the "Pre-Existing Materials" including but not limited to drawings, specifications, calculations, maps, reports, photographs, samples and other documents whether existing in tangible or electronic form. Consultant retains ownership of its Pre-Existing Materials processes, procedures, know-how and other Intellectual Property Rights pertaining to its ability to continue the same or similar work with existing and future clients and customers.

"Work Product" means the deliverables and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by, or on behalf of, Client solely or jointly with the Company or others (a) in the course of performing the Services or other work performed by or on behalf of Client in connection with the Services, the Work, or this Agreement or (ii) at any time during the Term or the six month period after expiration or termination of this Agreement based on, derived from, or otherwise using the Client’s Confidential Information or Client Materials or resulting from any use of the Client’s facilities, personnel, or other resources, and all printed, physical, and electronic copies and other
tangible embodiments of any of the foregoing. Consultant shall be entitled to retain copies of such materials for its files and records.

b. Any unauthorized use, reuse, or any alteration of the Consultants designs, drawings and specifications, without written verification, completion, or adaptation by the consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant.

8. **Standard of Care.** Consultant shall provide professional services necessary to complete the Work consistent with that level of skill and care ordinarily exercised by members of the Consultant's profession for a project of a similar size, scope, and complexity in a similar geographic location at the time the services are provided and consistent with all applicable local, state, and federal laws and regulations. No other warranty or representation about the performance of the Work, express or implied, is intended or included in this Agreement or in any other document or report furnished by Consultant.

9. **Publications.** The Consultant shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, except with the prior written consent of the Client.

10. **Technical Data.** All evaluations, reports, records, and other work products relating hereto or produced by the Consultant pursuant to this Contract shall be considered technical data and subject to the provisions of the Proprietary Information clause of this Contract.

11. **Insurance.** The Consultant shall purchase and maintain such insurance as shown in Attachment A.

12. **Indemnification.**
   a. **Indemnification of Client.** Consultant agrees to indemnify Client and hold Client harmless from any third-party claims, judgments, losses and damages (including reasonable attorney's fees where recoverable by law), to the extent caused by:
      i. any personal injury, including death, or property damage to the extent caused by the negligence and/or willful misconduct of Consultant or its employees or agents; and/or
      ii. breach of this Agreement by Consultant or its employees or agents.

   b. Nothing in the Agreement shall be construed to require the Consultant to indemnify and hold harmless the Client from and against any and all costs, suits, claims, losses, damages, and expense (including reasonable attorney fees) arising out of any of the negligence and/or willful misconduct of Client.

13. **Non-Solicitation of Employees.** Client hereby agrees that during the Term and for a period of one (1) year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the Consultant, Client, nor any of Client's affiliates or representatives shall directly or indirectly, for itself or on behalf of another person or entity ("Restricted Person"), solicit for employment or otherwise induce, influence, or encourage to terminate employment with the Client or any of its affiliates or subsidiaries, any of Consultant's employees with whom the Restricted Person had contact or who became known to the Restricted Person in connection with this Agreement.
14. **Disputes.** Any dispute arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: (1) by the technical and contractual personnel for each party performing this Agreement, (2) by executive management of each party, (3) by mediation, or (4) by litigation. Notwithstanding the dispute, Consultant shall continue to perform its obligations and shall be entitled to payment therefore, unless Client terminates or otherwise suspends performance hereunder.

The parties shall bear the cost of their own attorneys’ fees (including those incurred prior to the action being filed), court costs and any costs incurred in enforcing a judgment or settlement.

15. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, civil or military authority, act of God, act or omission of carriers or similar causes beyond its control (“force majeure conditions”). If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party.

16. **Conflicts of Interest.** Consultant represents that it has full authority to enter into this Agreement, and that Consultant has no contractual obligation with third parties in conflict herewith.

17. **Time.** The performance of this work is required on a timely basis to meet the Client’s time schedule.

18. **Applicable Law.** This Contract shall be governed by the laws of the state of Alaska. Consultant has no authority to enter into any agreement or to incur any obligation on behalf of Client or commit Client in any manner. As an independent contractor, the Consultant is responsible for providing Client with a valid Federal Tax Identification.

19. **Integration.** The Consultant shall perform the work in accordance with the specific requirements and any specifications set forth in the clauses and provisions listed herein, attached hereto, incorporated herein, and considered a firm part of the Contract.

1. Attachment A—Insurance Requirements
2. Attachment B- General Provisions

20. **Entire Agreement/Contract Interpretation.** This Contract constitutes the entire understanding between the parties with respect to the subject matter hereof. This Contract may be modified by subsequent written addenda mutually agreeable to both parties. This agreement shall not be construed against the drafting party.

21. **Assignment.** Neither party to this Agreement shall assign this Agreement without the written consent of the other.
IN WITNESS WHEREOF, the parties hereto have signed their respective names on the date first above written.

City of North Pole

By __________________________
   Signature

Printed Name: Michael W. Welch

Title Mayor

Date _________________________

RESPEC Company, LLC

By __________________________
   Signature

Printed Name Karen Brady

Title Vice President

Date _________________________
ATTACHMENT A
INSURANCE REQUIREMENTS

Prior to starting work, the Consultant shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Consultant shall furnish satisfactory evidence to the City that the Consultant has complied with the requirements in the form of an insurance certificates and all policies shall be written on an occurrence basis, shall (except Workers Compensation) include the City, and Consultant ' policies shall be primary over any insurance or self-insurance program of any such party. Consultant shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. Consultant liability is not limited to the minimum amounts of insurance coverage required. The Consultant is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the Consultant shall take such steps as are necessary to insure it against such hazards.

All deductibles and self-insured retentions will be Consultant’s sole responsibility.

Commercial General Liability: Consultant will maintain commercial general liability insurance covering all operations by or on behalf of Consultant on an occurrence basis against claims for personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

A. Minimum limits:
   / $1,000,000 each occurrence
   / $1,000,000 personal & adv injury
   / $2,000,000 general aggregate
   / $2,000,000 products and completed operations aggregate

B. Coverages

1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
4. They policy shall provide for severability of interests.
5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
6. The general aggregate shall apply on a "per project" basis.
7. The policy shall provide for a waiver of subrogation in favor of the additional insured parties.
8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
9. The policy shall be written to provide coverage on a primary and non-contributory basis.

**Automobile Liability:** CONTRACTOR will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

/ Minimum Limits: $1,000,000 combined single limit each accident
/ Coverages:
  o Additional insured endorsement
  o Waiver of subrogation
  o Contractual liability

**Workers' Compensation:** CONTRACTOR will maintain workers' compensation and employer's liability insurance.

1. Minimum Limits
   o Workers' compensation- statutory limit
   o Employer's liability:
     - $1,000,000 bodily injury for each accident
     - $1,000,000 bodily injury by disease for each employee
     - $1,000,000 bodily injury disease aggregate

2. Coverages:
   o The policy shall provide for a waiver of subrogation in favor of the parties required to be named additional insured under the CONTRACTOR'S General Liability policy.

**Pollution Liability:** CONTRACTOR will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of CONTRACTOR'S services in relation to the Project as follows:

1. Minimum Limits: $2,000,000 each occurrence/$4,000,000 aggregate

2. Coverages:
   o Contractual Liability
   o Personal Injury
   o Bodily Injury
   o Property Damage
   o Contractor named Loss Payee
   o Primary and noncontributory coverage

**Waivers of Subrogation:** The Consultant waives all rights against the Owner for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Consultant may have to proceed of any insurance held by the Owner.
as fiduciary, if any. The Consultant shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest in property damaged.

**Duration of Coverage:** All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Consultant may be correcting, removing, or replacing defective Work.

**Notice of Cancellation:** Consultant will provide prompt written notice to the city prior to any change in or cancellation of any policy required herein such that the insurance requirements herein are no longer materially met. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to city prior to the expiration date of the policy.
1. The price or prices in this Agreement are not subject to change by the Consultant, and no additional charges may be added to the price or prices in this Agreement unless agreed to by the Client in writing.

2. All material, equipment, merchandise, and services furnished under this Agreement shall be subject to the approval of the Client, and the Consultant shall furnish any required submittal data, material, and equipment for such approval. All material, equipment, merchandise, and services furnished hereunder shall be in accordance with the Contract documents, including plans, specifications, general and special conditions, applicable to the Client, and such specifications or technical data shall be deemed incorporated herein by this reference as if fully set forth. Consultant will comply with said specifications and technical data and agrees to be bound thereby in furnishing the material, equipment, merchandise, and services under this Agreement. The Consultant shall, upon the Client’s request, promptly submit a copy of all drawings, data, and specifications to the Client.

3. The Client reserves the right to cancel without liability all or any part of the undelivered portion of this Agreement for its convenience, upon giving thirty (30) days written notice and this termination right shall not be limited by any other provision of this agreement. Any contract termination shall be without prejudice to Consultant’s right of payment for authorized services performed prior to termination.

4. If the Consultant for any reason does not substantially comply with the Client’s delivery schedule, the Client, at its option, may either approve a revised schedule or terminate this Agreement without liability to Consultant on account thereof except for services previously performed by the Consultant and without prejudice to any other rights the Client may have on account of the Consultant’s default.

5. The Client reserves the right to suspend or cancel services under this Agreement in the event of fire, strikes, or accidents at the Client’s plants, discontinuance or substantial reduction in funding or work effort related to this Agreement from the Client’s contracting agency or entity, or any other contingency of like or different nature beyond the Client’s control.

6. The Consultant will comply with all federal, state, county, and municipal laws, regulations, ordinances, and enactments, existing on the date of this Agreement or which may become effective during the period of performance under this Agreement.

7. If the Consultant ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against the Consultant, or a receiver for the Consultant is appointed or applied for, or an assignment for the benefit of creditors is made by the Consultant, the Client may terminate this Agreement without liability except for services previously performed by the Consultant.
8. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this Agreement, and no changes will be considered or approved unless this Agreement is modified by an authorized representative of the Client in writing.

9. Acceptance of this Agreement is expressly limited to the terms hereof and no additional or different terms and conditions shall apply unless assented to in writing and signed by the Consultant and the Client.

10. The Consultant shall have the right to make public announcements or disclosures to third parties concerning the general project objectives and the name of the Client as a Client. The Consultant may not make public announcement or disclose information contained in or developed under this Agreement except as authorized in writing by the Client.

11. It is expressly understood that the Consultant is an independent contractor. The actual performance and superintendence of all work hereunder shall be by the Consultant and its Professional Associates, provided, however, the Client, being interested in the results to be obtained, is authorized to designate a representative or representatives, who shall at all times have access to the location where the work is to be performed for the purposes of observing and inspecting same and provided further that such work shall be performed in accordance with this Agreement.

12. If required by the Client, the Consultant shall furnish releases and waivers of liens in such form as may be designated by the Client arising out of the performance of the Agreement. The Client may, if Client has paid the Consultant and if Consultant defaults in its obligation provide lien waivers, procure the release, satisfaction, and discharge of any such claim or lien and deduct all costs and expenses incurred in so doing from any money due or to become due hereunder; or if final payment has been made, the Consultant shall reimburse the Client for all monies paid to discharge any such claim or lien, including the cost and expense thereof.

13. The Consultant shall not assign this Agreement or the whole or any part of any work performed hereunder without the Client’s prior written consent.

14. The price for each item covered by this Agreement is inclusive of taxes, permit fees, excises, reproduction expenses, and/or changes which are now or may hereafter be imposed (whether by federal, state, municipal, or other local public authority) with respect to the manufacture and sale of such items or any services to be rendered by Consultant hereunder.

15. EQUAL EMPLOYMENT OPPORTUNITY. Unless exempt by the provisions of Executive Order 11246, as amended, and FAR Section 22.810, the Consultant shall comply with paragraphs (1) through (7) of Section 202 of Executive Order 11246 and the clause set forth in FAR Section 52.222-26.

16. AFFIRMATIVE ACTION FOR REPORTING FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS. Consultant agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and the clauses set forth in FAR Sections 52.222-35 and 52.222-37.
17. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS. Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973, as amended, and the clause set forth in FAR Section 52.222-36.
ATTACHMENT C
HOURLY RATES AND/OR SUBSEQUENT SCOPE OF WORK
February 21, 2023

To: Honorable North Pole City Council

Re: Seasonal Police Officer (SPO), Part time (PT), or Temporary (T)

Honorable North Pole City Council,

I am writing this letter to request authorization to initiate a Seasonal Police Officer (SPO), (PT) or (T) hiring program for the North Pole Police Department. Currently an SPO position is needed to help augment patrol staff during the period of time between May 1st and September 30th. There may be additional uses for other SPO’s or Part Time (PT) or even Temporary (T) in the future, if and when staffing levels at the police department drop below minimums necessary to carry out the mission.

This current SPO will primarily be used to patrol the Chena Lakes Park area and will be hired without normal benefits at a pay rate commensurate to their experience or DOE. We will use the standard Police Officer pay scale adopted in the current code and pay the SPO accordingly minus any benefits. These positions will be Non-PERS with no medical insurance and paid overtime at a normal rate.

Costs for this SPO position for Chena Lakes will be covered under the contract with the Department of Army Corps of Engineers and the revenues will be adequate to cover the costs incurred by the City of North Pole. The wage for this position will comply with the wage determination requirements of the contract.

I ask that the council authorize the creation of this new Seasonal Police Officer (SPO), Temporary (T) and Part time (PT) positions to be hired as needed, these new hires will be approved in consultation with the Mayor.

Thank you,

[Signature]

Chief Steve Dutra
DISCLAIMER: INTENT AND FUNCTION OF JOB DESCRIPTIONS

This Job Description has been created to assure that all City of North Pole recruitments begin with a propertyadministered hiring process, that all applicants are appropriately evaluated, and that all employees receive and maintain clarity on reporting relationships, duties, and responsibilities. Quality candidates should not be disqualified simply for failing to meet minimum standards. Hiring discretion remains with the City.

All City of North Pole Job Descriptions utilize the Compensable Factors Analysis to tie Job Descriptions to the Classification System, to assure equity among classifications, and to reduce the potential of improper compensation. This Job Description has been written to provide the minimum standards expected to successfully perform the requirements of the position.

Non-Management Job Descriptions outline expected:

- Levels of Education, Years of Experience and Technical Knowledge, Physical Demand, Mental Demand and Working Conditions of the job.

This Job Description should not be considered complete or all-inclusive as additional functions and requirements may be assigned from time to time by supervisors as deemed appropriate – often listed as 'peripheral tasks' or 'other duties as assigned'. It has also designed to be used as part of an effective Performance Appraisal process.

This Job Description is updated in accordance with the Americans with Disabilities Act (ADA) and Fair Labor Standards Act (FLSA). Reasonable accommodations may be made to enable individuals with disabilities to perform the functions & duties as described.

Note: Job descriptions are not intended as and do not create employment contracts. The City of North Pole maintains its status as an at-will employer, which means that any employee may be hired, promoted and terminated for any reason not prohibited by law.

ADVERTISEMENT LANGUAGE

POLICE OFFICER - The City of North Pole, Alaska is looking for a Police Officer to provide support to the Police Chief, Mayor, City Council, City and Department Staff. Position is an appointed position and is classified as FLSA overtime-Exempt. High School Diploma or General Education degree (GED), post high school education or professional certificate, one (1) to three (3) years' experience in Law Enforcement. Other certifications recommended. Non-Management, Annual salary range: $58,240.00 - $88,189 DOE.

See the complete job description and obtain application prior to interview by contacting City Hall at 125 Snowman Ln, North Pole, AK 99705 or by email at aschack@northpolepolice.org. Position open until filled. The City of North Pole is an Equal Opportunity Employer.

Revised 22 February 2023
Job Title: Police Officer / Seasonal, Part time and Full Time Permanent
Department: Police Department
Classification: Non-Management, At-will
FLSA Status: Overtime non-exempt,
Salary Range: 
Non-Management.
$58,240 to $88,189.

REPORTING RELATIONSHIPS

Reports To: Sergeant
Positions Supervised: Reserve officers as assigned.

*This is an at-will position serving under the direction of and may be terminated by the Police Chief
* Seasonal Park position will not supervise any other employees.

FUNCTIONS & DUTIES

LAW ENFORCEMENT
Enforces state and local laws and responds to complaints and requests for police services from residential and business community members. Must be of good moral character and perform duties assigned below.

OTHER: Other duties as assigned by the Police Lieutenant or Police Chief.

PERFORMANCE MEASURES

(Determined by Police Chief, approved by the Mayor and City Council)

- Successful applicant must pass a Background Investigation prior to employment with the North Pole Police Department.
- Must pass a 1-year Probationary Period (permanent full time)
- May be required to pass a written and oral (prefer verbal) exam, a physical fitness exam, a medical exam, drug testing, a polygraph and / or Eye Detect test.
- Must be able to pass medical exam and psychological testing check.

ESSENTIAL KNOWLEDGE, SKILLS & ABILITIES

Note: Any combination of education, training and work experience will be considered

Education & Certification

- High school diploma or general education degree (GED); post-high school education or professional certificate from college or technical school.
- Must possess and maintain a valid Alaska Driver’s License.
- Seasonal positions, Part time and temporary positions must posses at a minimum a valid Basic Police Officer certification in Alaska or another state with comparable certification.
Experience

- One (1) to three (3) years’ experience in law enforcement at a related or next lower position.
- Seasonal park position will not be required to instruct others, only be proficient in the use of the following.
  - Surveillance Systems including cameras, video equipment and audio equipment.
  - Weapons including handguns, rifles, semiautomatic weapons,
  - Chemical Sprays including mace and pepper-based defensive sprays,
  - Restraints including handcuffs, ankle cuffs, thumb cuffs, batons, nylon restraints (flex cuffs), belt restraints, leg irons, and restraint chains,
  - Communication devices including mobile and portable radios, pagers and scanners; emergency dispatching equipment (radio console, computer terminal, alarm bank system), fax and phone equipment,
  - Monitoring and recording devices including body cameras, fixed and mobile video cameras and similar equipment,
  - Investigative equipment including evidence gathering kit, drug identification kit, latent fingerprint kit, video and camera equipment; first aid, vehicles, and any equipment therein.

Knowledge

- Intermediate knowledge of basic computer and technical skills (see Experience above). Use of addition, subtraction, multiplication and division of numbers including decimals and fractions. Use of simple formulas, charts, tables, drawing, specifications, schedules, wiring diagrams, use of adjustable measuring instruments, checking of reports, forms, records and comparable data where some interpretation is required.
- Current state and federal laws, city ordinances, departmental procedures, and relevant judicial decisions.
- Knowledge of modern police methods and techniques in the prevention, investigation and suppression of criminal activities;
- Objectives and techniques of police performance and patrol procedures, crime scene investigation, court administration and preparation of materials / cases for trial.
- Knowledge of modern police methods and techniques in the prevention, investigation and suppression of criminal activities;
- Knowledge of the principles and practices of Community Policing and community involvement in crime prevention.
- Knowledge of the identification and preservation of physical evidence;
- Knowledge of the behavior of criminals and underlying causes of criminality;
- Knowledge of the rights of suspects and defendants;
- Knowledge of laws, codes and statutes applicable to police work;

Revised 22 February 2023
• Some knowledge of criminal investigation techniques and practices;
• Modern police patrol principles and theories,
• Ability to use of all police equipment including handguns, rifles, semiautomatic and fully automatic weapons, chemical sprays, restraints, communication devices, monitoring and recording devices, investigative equipment, first aid, vehicles, and any other equipment as deemed necessary by the police department.
• Patrols residential and business districts, enforces traffic laws, investigates accidents and criminal incidents, apprehends suspects, mediates domestic violence and other disputes, and writes detailed reports in keeping with police training and departmental policies and procedures. Seasonal Park position will be assigned to chena lakes patrol area as primary duties.
• Participates in department staff meetings and assists with planning within the Police Department.
• Supervises all subordinate personnel, including police officers, reserve officers and volunteers or civilians that may be assigned to a shift, seasonal park position is excluded from supervising others.
• Confers regularly with the Supervisor regarding operational issues, equipment needs, and training and performance evaluations.

EFFORT

Physical
• Frequently works in hazardous or potentially hazardous conditions with equipment that is deadly and / or sensitive to over-handling. Frequently works with external customers on a regular basis.

Mental
• Requires moderate to heavy independent decision making within duties or daily operations and within the allocation of resources, time or equipment. Superiors have delegated certain authority over general tasks. Requires ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Requires ability to write routine reports and correspondence, and the ability to speak effectively before groups of employees or residents. Rarely needs to receive guidance from superiors when performing tasks.
• General supervision is received from a superior, who reviews work for completeness of investigations and effectiveness in clearing or resolving cases.
• Work with minimal or no supervision and to exercise mature judgment and initiative in assessing and responding to police incidents and calls for police service;
• Communicate effectively, orally and in writing;
• Work effectively with others at all levels of the organization, with representatives of other law enforcement agencies, and with the general public and;
• Think clearly and act quickly and calmly in emergency situations.

GENERAL WORK ENVIRONMENT

Revised 22 February 2023
• Regular works in hazardous or potentially hazardous conditions with heavy equipment that is sensitive to over-handling. Frequently works with external customers on a regular basis.

• Patrols residential and business districts, investigates suspicious circumstances, noting hazards and suspicious persons, and initiating contact with suspected violators of state laws and/or municipal ordinances;

• Responds to emergency situations, complaints and requests for service by contacting complainant, assessing the situation and rendering service as needed;

• Locates, apprehends and arrests criminal suspects, calling for assistance from other sworn officers when necessary to provide maximum safety;

• Responds to calls of criminal incidents and conducts the initial investigation, including taking statements from victims, witnesses and suspects, writing detailed reports and preparing evidence for laboratory analysis;

• Organizes and prepares criminal complaints and case reports required for prosecution of suspected criminals and testifies at trials;

• Prepares miscellaneous incident reports in compliance with department policies and procedures;

• Patrols traffic, issues citations and warnings to violators of traffic laws, investigates traffic accidents, takes statements from drivers and witnesses, and prepares all required reports;

• Responds to variety of general requests for service, i.e., delivering emergency messages, welfare contacts, and aiding stranded motorists;

• Mediates domestic violence situations and other disputes; counseling, separating or arresting individuals as needed to preserve the peace;

• May be assigned to collect supplemental information on previously reported crimes, including inspecting the crime scene and taking statements from victims, witnesses and suspects;

• Responds to the scene of fire and medical emergencies to provide crowd and traffic control and other support services for fire department personnel;

• May be assigned to assist public works employees to close hazardous streets and establish traffic detours;

• May be assigned to supervise reserve police officers and probationary police officers;

• May be assigned to make presentations or demonstrations to schools, businesses, or community organizations on crime prevention and law enforcement practices and techniques, except seasonal park position, unless allowed under pre-approved contract;

• Promote community policing and community involvement and commitment and;

• Any other assigned duty which is at the discretion of the police chief or his/her representative

• Must not have disabilities that would cause a safety risk to themselves or others in the performance of their duties.
- Includes all areas within the corporate city limits of North Pole, Alaska; and any area outside the corporate city limits of North Pole that has specifically been authorized by the Director of Public Safety for the State of Alaska, by Alaska State Statute, or by any contractual or mutual aid agreement between the North Pole Police Department and neighboring law enforcement or governmental agencies.

- Rotating seven-day work period (includes holidays and weekends).

- Currently the Seasonal Park position is 4 days a week 10 hours a day. Days determined by contract.

- Seasonal Park position will only participate in pre-approved events and will not be used for primary patrol purposes inside the city limits unless an emergency event demands their assistance as per the Corps agreement.

- Seasonal, Part time and Temporary position work duties will be determined by the Chief of Police and assigned as needed.
February 1, 2023

To: Honorable Mayor Welch
   North Pole Council Members

Re: Council approval to accept 2023 ICAC Agreement

I would like the council to approve the Internet Crimes Against Children Agreement for 2023. This is a joint agreement with the Anchorage Police Department to assist with investigations surrounding internet crimes against our most vulnerable population. We have participated in this agreement for many years and is a beneficial relationship.

The City Attorney has already reviewed the agreement in the past and it has not changed and has given it a green light.

Thank you for your time.

Chief Steve Dutra
MEMORANDUM OF AGREEMENT
BETWEEN THE NORTH POLE POLICE DEPARTMENT
AND THE ANCHORAGE POLICE DEPARTMENT

1. **Parties.** This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **North Pole Police Department** hereinafter referred to as Member Agency, whose address is **125 Snowman Lane, North Pole, Alaska 99705** and the **Anchorage Police Department**, whose address is **716 West 4th Avenue, Anchorage, Alaska, 99501**.

2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which law enforcement investigative entities in the State of Alaska will participate as member agencies in the Alaska Internet Crimes Against Children Task Force (AKICACTF).

3. **Term of Agreement.** This agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and/or the governing bodies of the parties’ respective boroughs or municipalities and shall remain in full force and effect until September 30, 2023, unless extended by the Department of Justice. This Agreement may be extended for a period of up to one year, commensurate with any extension of the federal grant program end date, and upon mutual consent of both parties by written amendment. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Investigative Responsibility.** Member Agency shall make every reasonable effort to comply with ICAC OPERATIONAL AND INVESTIGATIVE STANDARDS (revised 10/01/2018). Only sworn law enforcement personnel will conduct undercover Internet Crimes Against Children (ICAC) investigations. All investigators involved with ICAC undercover operations must receive appropriate training prior to initiating proactive investigations. Member Agency shall make investigators designated to AKICACTF operations available for specialized training provided through the national ICAC and other applicable training programs.

Conduct reactive investigations where subjects are associated with Member Agency’s jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and other law enforcement referrals, and other Internet Crimes Against Children related investigations. Cases may also be initiated due to documented public sources, direct observations of suspicious behavior, subject of interviews, public complaints, etc.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, business and law enforcement communities and other individuals concerned with internet child safety issues. Presenters shall not discuss active investigative techniques and undercover
operations utilized by the AKICACTF. Confidential information pertaining to
investigations will be held in the strictest confidence and will only be disseminated
among the AKICACTF members or other law enforcement agencies where necessary or
permitted by state or federal law.

The Member Agency will be responsible for operational supervision, administrative
control and the professional conduct of its officers and agents assigned to the
AKICACTF.

Provide investigators assigned to the AKICACTF a secured work area with controlled,
restricted access to all equipment, software, and investigative files. Allow assigned
investigators access to all ICAC investigative files to ensure compliance with all national
ICAC standards.

5. **Deconfliction** Member Agency shall deconflict all cases prior to investigative
action using GridCop and ICACCOPS (Internet Crimes Against Children Child Online
Protective Services) to prevent duplicating investigative efforts.

6. **Investigative Records and Statistical Reporting.** Member Agency shall record
and document all undercover investigative and online activity in relevant case file and
submit to the Anchorage Police Department.

Utilizing a link provided by the Anchorage Police Department, Member Agency shall
update monthly statistics to the SmartSheet document assigned to the Member Agency on
all ICAC investigations or other investigative operations pertaining to the sexual
exploitation of children via the internet. These statistics shall be submitted in the
appropriate format by no later than the 5th day of each month and shall include data on all
investigations opened or closed, forensic investigations performed, subpoenas and court
orders issued, training hours attended or taught, technical and investigative assistance
provided to other agencies and community outreach provided in the reporting month.

Anchorage Police Department will compile monthly Member Agency reports and submit
information directly to the Office of Juvenile Justice and Delinquency Prevention
(OJJDP).

7. **Reimbursement.** Member Agency may request reimbursement of
approved program costs directly associated with ICAC investigations. Member Agency
will be required to accept a separate sub-grant award and all terms and conditions therein
prior to disbursement of any ICAC Federal funding.

All expenditures for which reimbursement will be sought must be approved in
advance, in writing by the AKICACTF Commander. To be eligible for the FY2022
grant year funding, all pre-approved reimbursement receipts must be received by the
Anchorage Police Department by no later than 30 days after the purchase or
completion of travel, and no later than July 31, 2023. Failure to meet deadlines may
result in lack of reimbursement.
The North Pole Police Department will be eligible for reimbursement at the discretion of the AKICACTF Commander. The AKICACTF Commander will take into account the following factors before granting approval: past performance, timely submission of monthly statistics, and task force involvement.


A. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The courts of the State of Alaska shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the State of Alaska’s Third Judicial District.

C. Entirety of Agreement. This Agreement, consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and Agreements, whether written or oral.

D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Contractual Rights and Defenses. The North Pole Police Department and the Anchorage Police Department shall each fully retain all immunities and defenses provided by law with respect to any action based on or occurring because of this Agreement.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only party’s signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
9. **Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

**NORTH POLE POLICE DEPARTMENT**

Signature: ____________________________

Printed Name: _______________________

Title: _______________________________ Date: ________________

**ANCHORAGE POLICE DEPARTMENT**

Captain Julie Shank
Alaska ICAC Task Force, Commander Date: ________________

Michael Kerle, Chief of Police Date: ________________

**MUNICIPALITY OF ANCHORAGE**

Kent Kohlhase, Acting Municipal Manager Date: ________________

Municipal Legal Date: ________________
Internet Crimes Against Children Task Force Program

OPERATIONAL AND INVESTIGATIVE STANDARDS
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Definitions of Terms

Applicability of Terms
Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these Standards. As such, where any term defined below is capitalized in these Standards, the Standards are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these Standards, the Standards are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

“Affiliate” or Affiliate Agency” is an agency that is working with a Lead Agency as part of a regional or state ICAC Task Force. An Affiliate has agreed in writing to adhere to these Standards.

“Authorized Personnel” are Members who themselves lack powers of arrest but have been authorized by their respective agency to participate in Investigations and are being supervised by Sworn Personnel.

“Commander” is the Member of a Lead Agency who has been designated by that Lead Agency and recognized by OJJDP as the leader of the corresponding Task Force.

“CEOS” is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

“Contraband Image” is a visual depiction in any form (including printed/digital or video) of child sexual exploitation as defined by federal and/or state statute.

“Crime” is any offense (or group thereof) that involves (or involve) the exploitation/victimization of children facilitated by technology.

“CVIP” is the Child Victim Identification Project operated by NCMEC.

“CyberTipline” is a reporting mechanism operated by NCMEC that allows for the reporting of suspected Crimes.

“Deconfliction” is a process whereby Members are able to submit Investigative information to each other and/or to ICAC-related databases in order to determine whether other Members or other law enforcement agencies have information concerning the same targets or Crimes.

“DOJ” is the United States Department of Justice.

“Employee” is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.
“Equipment” is any article, device or resource, including but not limited to computers, phones, online accounts and internet services which are purchased or obtained for use in ICAC-related matters.

“ICAC Program” is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional Task Forces administered by OJJDP.

“Investigation” is an investigation into a Crime. Likewise, “Investigate” “Investigating” and “Investigative” are used within the same context.

“Investigative Persona” – any identity established or created by an Employee to aid an Investigation.

“Investigator” is a Member who is a part of the Sworn Personnel of a Task Force.

“Lead” or “Lead Agency” is the law enforcement agency that receives the ICAC grant and is designated by OJJDP to act as the Lead Agency for the corresponding Task Force.

“Member” is a Lead or Affiliate Agency’s Employee who is either Sworn Personnel or Authorized Personnel and who has been designated to work on ICAC-related matters for his/her respective agency and Task Force.

“National Initiative” is any proposal that relies on the cooperation and resources of a significant number of Task Forces and, accordingly, has been approved by OJJDP.

“NCMEC” is the National Center for Missing and Exploited Children.

“OJJDP” is the Office of Juvenile Justice and Delinquency Prevention within the DOJ.

“Supervisor” is a Member who has been designated by his/her respective agency to supervise Investigations and other ICAC-related matters.

“Standards” are all of the provisions of these, the ICAC Operational and Investigative Standards.

“Sworn Personnel” are Members with powers of arrest.

“Task Force” is the Lead Agency and their Affiliate(s) (combined) as designated by OJJDP for a particular state or region.
1. Purpose of the ICAC Standards

These Standards are established by OJJDP to guide the administration and operation of the ICAC Program and its Members when working on ICAC-related Investigations and matters.

Members should make every reasonable effort to comply with these Standards. However, since many aspects of Investigations are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these Standards may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the Standards and statutes, decisional law, and court orders; etcetera).

Commanders may supplement, but not contradict, these Standards in the written agreements they establish with their Affiliates to promote the effective operation of their Task Forces. Should questions regarding the interpretation of these Standards arise or conflicts occur between these Standards and agency policies or law, the Commander faced with the issue shall seek the guidance of an OJJDP Program Manager. However, nothing in these Standards is meant to interfere with a Commander’s or Supervisor’s lawful tactical decision-making.
2. **ICAC National Program**

2.1 **Mission of the ICAC Program**

The Internet Crimes Against Children (ICAC) Task Force Program helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and Investigative components, training and technical assistance, victim services, prevention and community education.

2.2 **ICAC Background**

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 4,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement’s capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization.
3. **Oversight of the ICAC Program**

3.1 The oversight of the *ICAC Program* and the administration of ICAC grants are the responsibility of OJJDP. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.

3.2 *Commanders* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.

3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.

    3.3.1 *Supervisors* shall have the discretion to provide *Members* with only the sections of the *Standards* applicable to their job functions.

3.4 *Commanders* shall submit all proposed *National Initiatives* to OJJDP prior to the start of the project.

    3.4.1 OJJDP may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.

3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.
4. Selection and Retention of Task Force Members

4.1 When practicable during the selection process of Members, Commanders and Supervisors shall evaluate prospective candidates for work histories that indicate prior Investigative experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that Members may experience when exposed to Contraband Images.

4.2 Commanders and Supervisors shall acknowledge the potential effects of Investigations of and exposure to Contraband Images and recognize that the viewing of Contraband Images should be restricted. When practicable, the following techniques may help mitigate some of the potential negative effects of this work may aid with the retention of Members:

- **Work flexibility** - Commanders and Supervisors are encouraged to allow flexibility for Investigators and others who are exposed to Contraband Images (e.g., frequent breaks, having an open-door policy, etc.).

- **Exposure to Contraband Images** - Commanders and Supervisors are encouraged to implement best practices which minimize the exposure to Contraband Images by Members.

- **Mental Health Providers (MHP)** - In compliance with their agency guidelines, Commanders and Supervisors are encouraged to work with MHP to make recommendations for care of Members and to provide education and training designed to minimize the impact of exposure to Contraband Images.

- **Impact of Contraband Images** - Commanders and Supervisors are encouraged to share or pursue best practices for minimalization of the impact of Contraband Images and to promote attendance at trainings regarding methods used to minimize said impact.

4.3 Commanders and Supervisors shall recognize that ICAC Investigations typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.¹

¹ FBI's Investigation Behavioral Analysis Unit's Operational Safety Considerations While Investigating Child Sex Offenders, A Handbook for Law Enforcement, Volume 1, March 2012.
5. Training

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by OJJDP.

5.2 Commanders shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current Members.

5.3 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.
6. Case Management

6.1 Commanders and Supervisors are responsible for determining Investigative priorities and selecting cases for Investigation in their respective agencies. Those determinations shall include an assessment of victim risk, jurisdiction, known offender behavioral characteristics, and the likelihood of securing the information necessary to pursue each Investigation.

6.2 Conventional boundaries often are meaningless in today’s digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of Lead and/or Affiliate Agencies targeting other law enforcement personnel, Investigating the same target, or inadvertently disrupting an ongoing Investigation. To foster effective case coordination, collaboration, and communication, each Member shall make every effort to Deconflict all active Investigations.

6.3 Lead and Affiliate Agencies shall be subject to their respective agency’s incident reporting procedures and case supervision systems. At a minimum, a unique identifier shall be assigned to each case.
7. Task Force Reporting Requirements to OJJDP

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 Commanders shall compile and submit a Task Force Monthly Performance Measures Report to the OJJDP-designated location before the end of the following calendar month.

7.2.1 Affiliates shall report their activity to their respective Commander by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.3 Commanders shall compile and submit an annual report which details each of their Affiliates. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by OJJDP and shall include the following information:

7.3.1 The name of each Affiliate Agency.

7.3.2 The staffing level of each Affiliate Agency including the number of Investigators, prosecutors, education specialists, and forensic specialists dedicated to Investigating and prosecuting Crime.
8. **Investigations**

8.1 *Investigations* shall be conducted in a manner consistent with applicable laws and the ICAC *Standards*.

8.2 Only *Sworn Personnel* shall conduct *Investigations*.

8.2.1 *Authorized Personnel* acting under the direction and supervision of *Sworn Personnel* may participate in *Investigations*.

8.2.2 *Members* shall not approve, condone, encourage, or promote cyber-vigilantism by private citizens. As such, *Members* shall not use unauthorized private citizens to proactively seek out *Investigative* targets.

8.2.3 The above section (8.2.2) shall not preclude the use of information related to a *Crime* provided by victims or public citizens who discover evidence (e.g., CyberTip reports, mandated reports from professionals, computer repair shop complaints, parental complaints, et cetera). Nor does it preclude the use of authorized over-hears or other similar *Investigative* methods designed to further an *Investigation*.

8.3 *Investigations* shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the *Supervisor*.

8.3.1 The access, retention, storage, security, and disposal of *Investigative* or case information shall be consistent with the subject agency’s policies and federal and state law regarding same.

8.4 *Members* shall not electronically upload, transmit, or forward any *Contraband Images*.

8.4.1 **Exception to Section 8.4.** Section 8.4 shall not prohibit the transfer of evidence between *Investigators* as provided for by sections 8.9 and 8.10 of these *Standards* nor does it prohibit the submission of *Contraband Images* to CVIP as provided for by section 10.1 of these *Standards*.

8.5 *Members* shall not use any visual depiction of any type (including a manipulated or electronically generated visual depiction) of any person, purported person, or body part of a person or purported person, with the sole exception that a *Member* may use a visual depiction as a representation of an *Investigative Persona/person/purported person* when the following **four** requirements are met:

1. The visual depiction is of an actual person;
2. That person is an *Employee*;

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*ICAC Task Force Program Operational and Investigative Standards*

*FOR ICAC PURPOSES ONLY*

*Revised: October 1, 2018*

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(3) The Employee has given his or her written consent for the visual depiction to be used; and

(4) The Employee was at least 18 years old at the time when the Employee gave consent for such use. The visual depiction may be of the Employee that was produced when the Employee was under the age of 18. The visual depiction may also be modified to suit Investigative needs (i.e., it may be an altered or age-regressed visual depiction of the Employee).

8.5.1 Exception to Section 8.5. Section 8.5 does not prohibit a federal or federally-approved Member (e.g., an FBI/HSI agent, or an FBI/HSI Task Force Officer) from using a visual depiction that does not meet the four requirements of Section 8.5, so long as the visual depiction is one that has been authorized for use by the FBI or HSI in accordance with that respective federal agency’s guidelines and the visual depiction is being used pursuant to those guidelines.

8.6 Absent prosecutorial input to the contrary, during online dialogue, Investigators shall allow the Investigative target to set the tone, pace, and subject matter of the online conversation.

8.6.1 Section (8.6) shall not be construed to prohibit Investigators from performing any of the following activities when initiating or conducting an Investigation: (a) posting information including visual depictions (image or videoprinted or digital) to establish an online presence, (b) placing or posting advertisements, or (c) sending messages.

8.6.2 Members shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.

8.6.3 Prior to conducting any large-scale (multi-target) operations, Members shall notify the Commander and shall consult relevant prosecutors about the operation.

8.7 The examination of digital storage devices shall be performed consistent with the subject agency’s protocol.

8.8 Contraband Images shall be maintained pursuant to the subject agency’s policy.

8.8.1 Absent a court order specifically ordering otherwise, evidence containing Contraband Images shall not be released to any defendant or representative thereof.
8.9 Absent exigent circumstances, all Members' case referrals between Task Forces shall include:

- Notification to and acceptance by the Commander(s) of both Task Forces that are involved in the referral;
- A secure (i.e., digitally-protected) copy of the case file;
- An official Investigative report or affidavit containing case details; and,
- Documentation, preferably the original, of all legal process conducted and all compliance with same, especially those documents related to the issue of jurisdiction and identification of suspect(s).

8.10 Law enforcement transfers of evidence containing Contraband Images shall be done in a secure manner.
9. **Work Environment and Equipment**

9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.

9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.

9.3 ICAC *Equipment* shall be reserved for the exclusive use of its *Members*, and shall be used in accordance with these *Standards* and with their respective agency's policies.

9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.

9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.

9.6 Software shall be properly acquired and licensed.
10. Victim Identification

10.1 Identifying child victims of Crime is a critical element of the ICAC Program. DOJ and OJJDP require the Lead and Affiliate Agencies to submit Contraband Images to CVIP as a means to improve child victim identification. Absent exigent circumstances, Contraband Images shall be sent to CVIP pursuant to NCMEC's standards regarding same. In addition, Lead and Affiliate Agencies are encouraged to collaborate with NCMEC in their effort to identify children depicted in Contraband Images.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 Lead and Affiliate Agencies shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.
11. Public Awareness and Community Outreach

11.1 Public awareness activities and community outreach are a critical component of the ICAC Program. Lead and Affiliate Agencies shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.

11.1.1 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these Standards.

11.2 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No Contraband Image shall be used in these presentations nor shall a presenter discuss confidential Investigative tools and techniques.

11.3 No individual affiliated with ICAC Program may speak on behalf of the national ICAC Program without the express written consent of OJJDP. While making public presentations, Members may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.4 Materials and presentations shall be consistent with the ICAC Program’s mission and background, as enumerated in Section 2 of these Standards.
12. Media Relations and Media Releases

12.1 Media releases relating to prosecutions, Crime alerts, or other matters concerning ICAC operations shall not include information regarding confidential Investigative techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject Investigations, in a manner consistent with sound information management and sound media relations practices.

12.2 Commanders and Supervisors may speak to members of the media about their own agency’s ICAC-related activities per the terms of their agency’s policy on such media relations. No individual affiliated with ICAC Program may speak on behalf of the national ICAC Program without the express written consent of OJJDP.

12.3 Commanders shall inform their OJJDP Program Manager if approached by national media outlets about the national ICAC Program (as opposed to media seeking information from a particular Task Force about its local activities) so that a coordinated national response can be prepared by OJJDP.

12.4 Information provided by Task Forces to the media shall be consistent with ICAC Program’s mission and background, as described in Section 2 of these Standards.

End of ICAC Standards