CITY OF NORTH POLE
Regular Meeting
October 19, 2026
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, October 19, 2026
Regular City Council Meeting: 6:30 PM

MAYOR
Larry Terch III
907-488-8584

CITY CLERK
Derrick Ball
907-488-8583

COUNCIL MEMBERS

David Brandt Mayor Pro Tem	907-322-1839
Benny Williams Deputy Mayor Pro Tem	907-388-5911
Sandra Rolfe Alt. Deputy Mayor Pro Tem	907-378-6649
Santa Claus	907-388-3836
Jordan Schuster	907-378-8228
David Skipps	907-750-5106

1. Roll Call

2. Pledge of Allegiance to the U.S. flag

3. Invocation

4. Spotlight on North Pole Business

5. Citizens' Comments on Items Not on the Agenda
   Any person wishing to speak on an item not on the agenda needs to sign up on the list located on the Public Testimony table. Respectful standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the Council as a body rather than one member of the Council or Staff. Comments are limited to five minutes.

6. Approval of the Agenda and Consent Agenda
   (Consent agenda items are indicated by an asterisk (*). Consent agenda items are considered together unless a councilmember requests that the item be returned to the general agenda.)

7. *Minutes
   a. *September 21, 2026, Regular City Council Minutes p. 3

8. Communications from the Mayor
   a. Update on Director of City Services
   b. Certification of the 2026 Municipal Election

9. Council Member Questions of the Mayor

10. Communications from Department Heads, Borough Representative(s) and the City Clerk

11. Ongoing Projects Report

12. Unfinished Business
    a. Ordinance 2026-32 Utility Comp Time p. 11
    b. Ordinance 2026-26 Excess Audited Funds to Reduce Tax Rate p. 14
    c. Ordinance 2026-31 Bidder Preference p. 21
    d. Ordinance 2026-33 Budget Adjustment p. 30
    e. Ordinance 2026-23 User Fee Schedule p. 33
    f. Swearing in of New Officials

13. New Business
    a. Ordinance 2026-34, An Ordinance Amending NPMC 2.12.030(E) To Allow A Single Council Member To Sponsor An Ordinance, Resolution, Or Other Action Item For Placement On The City Council Agenda p. 36
    b. Ordinance 2026-35 Budget Amendment p. 38
    c. Ordinance 2026-36 An Ordinance Amending NPMC 4.10.030(A) Ambulance/EMS Services, To Increase The Percentage Discount For North Pole City Residents p. 41
    d. *Request to Council-Acceptance of JAG Grant ($183,020.00) p. 43
    e. *Request to Council - Move the scheduled December 7, 2026, Regular City Council Meeting to allow for participation in AAMC and AML p. 108
    f. *Resolution 2026-20 A Resolution Of The North Pole City Council Designating City Officials' Authorization To Sign On City Of North Pole Accounts p. 109

14. Council Comments excluding the Mayor

15. Adjournment

September 21, 2026
Regular City Council Meeting – 6:30 P.M.

1. CALL TO ORDER/ROLL CALL
Mayor Terch called the regular City Council meeting of September 21, 2026, to order at 6:30 p.m.

Present:
Larry Terch III-Mayor
David Brandt - Mayor Pro Tem
Benny Williams - Deputy Mayor Pro Tem
Sandra Rolfe – Alternate Deputy Mayor Pro Tem
Santa Claus
Jordan Schuster
David Skipps

2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG
Mayor Terch led the Pledge of Allegiance.

3. INVOCATION
Given by Mayor Terch.

4. SPOTLIGHT ON NORTH POLE BUSINESS
None

5. CITIZENS COMMENTS
Any person wishing to speak on an item not on the agenda needs to sign up on the list located on the Public Testimony Table. Respectful standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the Council as a body rather than one member of the Council or Staff. Comments are limited to five minutes.

Greg Corbett, FNSB Planning Commissioner, gave an update from the Planning Commission regarding the Plack Road Project and commented that the Santa Senior Center is hosting a fundraising barbeque for a new roof from 11 a.m. to 2 p.m. on September 26.

Scott McCrea, President and CEO of Explore Fairbanks, gave a tourism update.

Jomo Stewart, President of FEDCO, gave an update on their Alaska Small Business Accelerator and an ARDOR status update.

6. APPROVAL OF AGENDA AND CONSENT AGENDA
Council Member Rolfe *moved to approve* the agenda and consent agenda.

Seconded by Council Member Skipps.

Council Member Brandt *moved to amend* the agenda to remove Items 13.a., Ordinance 2026-23 Duties of the Mayor, 13.b., Ordinance 2026-24 Mayor Timekeeping, Compensation, and Payment Controls, and Item 13.c., Ordinance 2026-25 Travel and Host Reimbursement.

Seconded by Council Member Claus.

Discussion ensued on removing the items as Council Member Brandt has not heard back from the attorney.

On the Amendment to remove Items 13.a., Ordinance 2026-23 Duties of the Mayor, 13.b., Ordinance 2026-24 Mayor Timekeeping, Compensation, and Payment Controls, and Item 13.c., Ordinance 2026-25 Travel and Host Reimbursement.
Yes: Rolfe, Claus, Skipps, Brandt, Williams, Schuster, Terch
No: None
PASSED 7-0

Council Member Rolfe *moved to amend* the agenda to move Unfinished Business Item 12.c., Ordinance 2026-08 Foreclose Properties (Amendment of Ordinance Previously Adopted) to New Business Item 13.a.

Seconded by Mayor Terch.

Discussion ensued on clarifying whether the title of Ordinance 2026-08 would change. It was answered amendments would be made at the time of introduction.

On the Amendment to move Unfinished Business Item 12.c., Ordinance 2026-08 Foreclose Properties (Amendment of Ordinance Previously Adopted) to New Business Item 13.a.
Yes: Williams, Brandt, Claus, Skipps, Schuster, Rolfe, Terch
No: None
PASSED 7-0

Council Member Brandt *moved to amend* the agenda to remove Item 13.f., Resolution 2026-17, Permanent Fund.

Seconded by Council Member Williams.

Council Member Brandt commented that he wanted to change the resolution as presented to an ordinance and a resolution.

On the Amendment to remove Item 13.f., Resolution 2026-17, Permanent Fund.
Yes: Schuster, Williams, Rolfe, Brandt, Claus, Skipps, Terch
No: None
PASSED 7-0

Council Member Brandt *moved to amend* the agenda to postpone Item 13.d., Ordinance 2026-26, General

Fund Reserve, to the October 5, 2026, Regular City Council Meeting.

Seconded by Council Member Claus.

Council Member Brandt commented that the ordinance was in conjunction with another resolution and ordinance that he is introducing at the October 5 meeting.

On the Amendment to postpone Item 13.d., Ordinance 2026-26, General Fund Reserve, to the October 5, 2026, Regular City Council Meeting.
Yes: Willimas, Claus, Brandt, Rolfe, Schuster, Skipps, Terch
No: None
PASSED 7-0

UNFINISHED BUSINESS

a. Ordinance 2026-19 Amending Employee Pay
b. Ordinance 2026-20 Business License Transfer

NEW BUSINESS

a. Ordinance 2026-08 Foreclose Properties (Amendment of Ordinance Previously Adopted)
b. *Resolution 2026-16 Authorization to Sign
c. *Request to Council – 2026/27 Snow Plowing Contract

On the Motion to Approve the Agenda and Consent Agenda, as amended.
Yes: Rolfe, Brandt, Skipps, Claus, Schuster, Williams, Terch
No: None
PASSED 7-0

7. Minutes

None

8. Communications from the Mayor

a. Oath of Office – City Clerk

Derrick Ball, City Clerk, was administered the oath of office and sworn in.

9. Council Member Questions of the Mayor

Council Member Brandt asked for a status update on hiring a Director of City Services.

10. Communications from Department Heads, Borough Representative(s) and the City Clerk

FNSB Representative, Council Member Rolfe

Council Member Rolfe commented on attending the Regular Borough Assembly Meeting of September 10, where the Assembly discussed a Rezone in the Cripple Creek Area for recreational purposes, passed a budget amendment for ongoing litigation regarding the Trans Alaska Pipeline, and passed a resolution continuing to provide small park replacement projects.

Finance Department, CFO Will Hawryluk
Mr. Hawryluk commented that he has sent out the budget actuals to Council Members, is working on an action plan for H.U.D., and is working on securing new credit cards for the city.

City Clerk, Derrick Ball
Mr. Ball gave the early voting and absentee schedules for the October 6 municipal elections, commented that the City of North Pole and the City of Fairbanks have accessible voting machines, thanked the Council for the position and that he is looking forward to working with all the Council and the citizens of North Pole, and noted that public hearing for unfinished business and new business will start taking place before a motion is made.

11. Ongoing Projects Report
None

12. UNFINISHED BUSINESS

a. Ordinance 2026-19 Amending Employee Pay
Mayor Terch gave a staff report on the proposed salary increases outlined in the new Ordinance.

Mayor Terch called for public testimony, there being none, public testimony was closed.

Council Member Rolfe *moved to adopt* Ordinance 2026-19 Amending Employee Pay.

Seconded by Council Member Skipps.

Mayor Terch *moved to amend* to remove Lines 49, 50, and 51 "Employees over step 20 on the Pay Scale will receive a three percent increase on the first full pay period of each year" and substitute Pay Scale Matrix Chart Attachment.

Seconded by Council Member Skipps.

Discussion ensued on the following items:
- Pay scale not aligning with a three percent increase and professional development not working well
- The new scale making the process easier, streamlining the process, and avoiding having employees regress on the pay scale
- Whether or not department heads received a copy of the amendment. It was answered they have not

On The Amendment to remove Lines 49, 50, and 51 "Employees over step 20 on the Pay Scale will receive a three percent increase on the first full pay period of each year" and substitute Pay Scale Matrix Chart Attachment.
Yes: Skipps, Terch
No: Rolfe, Williams, Brandt, Claus, Schuster
FAILED 2-5

Council Member Brandt *moved to amend* the Pay Matrix, Mayor, to $2,000 per month, or $24,000 yearly, with no benefits.

Seconded by Council Member Williams.

Discussion ensued on the following items:

- Lowering pay and time commitment would possibly allow for more experienced candidates to run for mayor
- The numbers of hours the mayor would work in a week
- The reduced pay may encourage less time commitment to the city from the mayor, especially regarding the number of important meetings during the day that are not in the City of North Pole
- On why the sponsor chose the specific amount of $2,000 was selected. It was answered that it was based on the average time that previous mayors were in the office.
- Whether the mayor would accrue the 3% step increases. It was answered that it would be a flat $2,000 per month for the duration of the mayor's time in office.

On The Amendment to Amend the Pay Matrix, Mayor, to $2,000 per month, or $24,000 yearly, with no benefits.
Yes: Williams, Schuster, Claus, Brandt, Terch
No: Skipps, Rolfe
PASSED 5-2

Discussion ensued on the following items:

- How Council would proceed with dealing with the difference between current pay and the discrepancies in the 3% pay increase and possible taking steps back to align steps. It was answered that department heads supported the increase and felt it was appropriate to move forward.

Mayor Terch *moved to postpone* Ordinance 2026-19 to the October 5, 2026, Regular City Council Meeting.

Seconded by Council Member Rolfe.

Discussion ensued on the following items:

- Postponement would allow the mayor to gain feedback from staff at a staff meeting
- A work session was requested on Ordinance 2026-19

On The Motion Postpone Ordinance 2026-19 to the October 5, 2026, Regular City Council Meeting.
Yes: Skipps, Schuster, Rolfe, Terch
No: Brandt, Williams, Claus
PASSED 4-3

b. Ordinance 2026-20 Business License Transfer

Mayor Terch gave a staff report stating that a local business wanted to transfer their license to a new owner, had paid for the license, and would be required to apply for a new license even though they had already paid.

Mayor Terch called for public testimony, there being none, public testimony was closed.

Council Member Rolfe *moved to adopt* Ordinance 2026-20, Business License Transfer, as Amended.

Seconded by Council Member Skipps.

Discussion ensued that a new business would have to obtain a new license but would not have to pay for the remainder of the year if previously paid for.

On The Motion to Adopt Ordinance 2026-20 Business License Transfer, As Amended
Yes: Claus, Williams, Schuster, Skipps, Rolfe, Brandt, Terch
No: None
PASSED 7-0

13. NEW BUSINESS

a. Ordinance 2026-08 Foreclosed Properties (Amendment of Ordinance Previously Adopted)

Mayor Terch gave a staff report stating that the 880 Refinery Loop went out to bid, however, the bids were lower than the minimum bids that were offered. An amendment was proposed to allow council to accept a lower than minimum bid.

Mayor Terch called for public testimony, there being none, public testimony was closed.

Council Member Rolfe *moved to introduce* Ordinance 2026-08, Foreclosed Properties (Amendment of Ordinance Previously Adopted).

Seconded by Council Member Skipps.

Council Member Rolfe *moved to amend* the Ordinance title to "CITY OF NORTH POLE ORDINANCE NO. 2026-28 AN ORDINANCE AMENDING ORDINANCE 2026-08 AUTHORIZING THE SALE OF TWO FORECLOSED PROPERTIES LOCATED AT 880 REFINERY LOOP AND 984 MARQUETTE LOOP ALL IN THE CITY OF NORTH POLE"

Seconded by Council Member Skipps.

Discussion ensued on the following items:

- Renaming the ordinance
- The requirement of two readings

On The Motion to Amend the Ordinance title to "CITY OF NORTH POLE ORDINANCE NO. 2026-28 AN ORDINANCE AMENDING ORDINANCE 2026-08 AUTHORIZING THE SALE OF TWO FORECLOSED PROPERTIES LOCATED AT 880 REFINERY LOOP AND 984 MARQUETTE LOOP ALL IN THE CITY OF NORTH POLE"
Yes: Brandt, Claus, Rolfe, Williams, Schuster, Skipps, Terch
No: None

PASSED 7-0

Discussion ensued on the following items:

- Whether or not this item would go back out to bid.

Mayor Terch *moved to amend* to remove Lines 23-27, "2. 984 Marquette Loop, North Pole, AK, 99705 (PAN #0435970) Kaylin Hart was the last known owner of: Lot 125 of Stillmeyer Estates, according to the revised plat filed September 3, 1985 as Plat No. 85-214; records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.", Lines 33-34, "2. 984 Marquette Loop Land value $9,835 and Improvement value $0, for a total of $9,835;" and Line 74, "984 Marquette Loop: $35,000".

Seconded by Council Member Rolfe.

Discussion ensued the 894 Marquette Loop property being sold and no longer needing to be in the amended ordinance.

On The Motion to Amend to remove Lines 23-27, "2. 984 Marquette Loop, North Pole, AK, 99705 (PAN #0435970) Kaylin Hart was the last known owner of: Lot 125 of Stillmeyer Estates, according to the revised plat filed September 3, 1985 as Plat No. 85-214; records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.", Lines 33-34, "2. 984 Marquette Loop Land value $9,835 and Improvement value $0, for a total of $9,835;" and Line 74, "984 Marquette Loop: $35,000".
Yes: Skipps, Rolfe, Schuster, Williams, Brandt, Claus, Terch
No: None
PASSED 7-0

Council Member Brandt *moved to amend* the title to remove "TWO FORECLOSED", replace "PROPERTIES" with "PROPERTY", and remove "984 MARQUETTE LOOP".

Seconded by Council Member Claus.

On The Motion to Amend the title to remove "TWO FORECLOSED", replace "PROPERTIES" with "PROPERTY", and remove "984 MARQUETTE LOOP".
Yes: Williams, Brandt, Rolfe, Schuster, Claus, Skipps, Terch
No: None
PASSED 7-0

Discussion ensued on conducting the bid process.

On The Motion to Introduce Ordinance 2026-08, Foreclosed Properties (Amendment of Ordinance Previously Adopted), as Amended.
Yes: Claus, Williams, Schuster, Skipps, Rolfe, Brandt, Terch
No: None
PASSED 7-0

b. *Resolution 2026-16 Authorization to Sign

Without objection, this measure was approved under the consent agenda

c. *Request to Council – 2026-2027 Snow Plowing Contract

Without objection, this measure was approved under the consent agenda

COUNCIL COMMENTS EXCLUDING THE MAYOR

Council Member Claus commented that local elections are October 6 and that citizens can look at the candidate information packet for candidate information on Fairbanks North Star Borough's website.

Council Member Rolfe welcomed the new City Clerk.

Council Member Skipps commented that the High School Girls Flag Football Regional Tournament will be October 1, 2, and 3.

ADJOURNMENT

Council Member Skipps *moved to adjourn.*

The regular meeting of Monday, September 21, 2026, adjourned at 8:14 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, October 5, 2026.

_____
Larry Terch III
Mayor

ATTEST:

_____
Derrick Ball
City Clerk

Sponsored by: Council Member David Brandt
Council Member Santa Claus
Introduced: 10/5/2026
Advanced: 10/5/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-32

AN ORDINANCE AMENDING NPMC 2.36.420, COMPENSATION TIME, TO PROVIDE COMPENSATORY TIME FOR UTILITY EMPLOYEES ASSIGNED TO ON-CALL DUTY

WHEREAS, The City of North Pole operates essential water, wastewater, utility, and related services that require qualified employees to remain available outside of their regularly scheduled working hours to respond to emergencies and maintain continuity of essential municipal services; and

WHEREAS, Utility employees who are assigned to on-call duty are required to remain available and prepared to respond to City utility emergencies during the period of their assignment; and

WHEREAS, The City Council finds that providing compensatory time to utility employees for each day they are assigned to on-call duty recognizes the additional responsibility and availability required by such assignments; and

WHEREAS, The City currently provides compensatory time pursuant to NPMC 2.36.420, and the City Council seeks to establish a specific on-call compensatory-time benefit for eligible utility employees within that existing personnel system.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. NPMC 2.36.420, Compensation Time, shall be amended to add a new subsection, K., as follows: [new text in red, deleted text in ~~strikethrough red~~]

K. Utility On-Call Compensatory Time

1. Eligibility: A City employee assigned by the appropriate department head or supervisor to serve as an on-call utility employee shall be eligible to accrue compensatory time under this subsection. For purposes of this subsection, an eligible utility employee is an employee whose regular duties include the operation, maintenance, monitoring, repair, or emergency response associated with City utility systems or facilities.

2. On-Call Accrual: An eligible utility employee shall accrue one hour of compensatory time for each calendar day the employee is officially assigned to and remains available for on-call duty.

3. Daily Limitation: No more than one hour of on-call compensatory time shall be accrued for any single calendar day, regardless of the length of the employee's on-call assignment on that day.

4. On-Call Assignment Required: Compensatory time under this subsection shall accrue only when the employee has been formally assigned to on-call duty by the employee's department head or designated supervisor. An employee shall not accrue on-call compensatory time merely because the employee is available to respond to a City emergency without having been assigned to on-call duty.

5. Actual Work Performed During On-Call Period: Compensatory time earned under this subsection is compensation for the employee's on-call availability and shall be separate from compensation otherwise required for actual hours worked while responding to an emergency, call-back, service interruption, or other City assignment. Actual hours worked during an on-call assignment shall be recorded and compensated in accordance with NMPC 2.36.420 and applicable federal and state law.

6. No Double Counting: An hour of compensatory time earned under this subsection shall not be counted as an hour worked for purposes of calculating overtime. Actual hours worked during the on-call period shall be recorded separately.

7. Documentation: The department shall maintain a record of each employee's on-call assignments, including the employee assigned, the beginning and ending dates of the assignment, and the amount of on-call compensatory time earned. On-call compensatory time shall be recorded on the employee's timekeeping record or other form approved by the city.

8. Use of On-Call Compensatory Time: Compensatory time earned under this subsection shall be subject to the same procedures governing the use of compensatory time under this section, Use of accrued on-call compensatory time shall be approved by the employee's department head and shall be scheduled in a manner that does not result in an undo disruption of City services.

9. Accrual Limit. On-call compensatory time shall be subject to the maximum compensatory time accrual permitted under this section. Once an employee reaches the applicable maximum compensatory-time balance, the employee shall not accrue additional on-call compensatory time until the employee's balance falls below the applicable maximum.

10. On-Call Schedule: The department head shall establish and maintain an on-call schedule sufficient to provide appropriate utility emergency coverage. The schedule shall identify the employee responsible for on-call duty for each applicable calendar day.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED Yes: No: Absent:

Sponsored by: Council Member David Brandt
and Council Member Benny Williams
Postponed to: 10/05/2026
Introduced: 10/05/2026
Amended: 10/05/2026
Advanced: 10/05/2026

CITY OF NORTH POLE
ORDINANCE 2026-26

AN ORDINANCE AMENDING CHAPTER 4.03 OF THE NORTH POLE MUNICIPAL CODE TO ESTABLISH A MANDATORY GENERAL FUND RESERVE AND TO REQUIRE EXCESS AUDITED GENERAL FUND SURPLUS TO BE USED TO REDUCE THE CITY'S SALES TAX RATE, PROPERTY TAX RATE, OR BOTH

WHEREAS, the City of North Pole adopts an annual budget based upon anticipated revenues and expenditures for the coming fiscal year; and

WHEREAS, the City's annual independent audit provides an independently reviewed determination of the City's actual revenues, expenditures, assets, liabilities, and fund balance for the preceding fiscal year; and

WHEREAS, the City Council finds that actual financial results, rather than unaudited estimates or projected revenues, should be used to determine whether the City has surplus funds available for purposes of reducing the tax burden on City residents; and

WHEREAS, the City Council recognizes the importance of maintain a prudent unrestricted general fund reserve sufficient to protect the City against revenue fluctuations, unforeseen expenditures, emergencies, and other financial contingencies; and

WHEREAS, the City Council finds that an unrestricted general fund reserve of not less than two months of operating expenditures provides a reasonable minimum level of financial protection for the City; and

WHEREAS, the City Council further finds that an unrestricted general fund reserve greater than six months of operating expenditures is generally unnecessary for ordinary municipal operations and that unrestricted amounts above that level should provide a direct financial benefit to City taxpayers; and

WHEREAS, the City Council desires to prevent excess unrestricted general fund balances from being used to establish or expand recurring expenditures without specific authorization by the City Council; and

WHEREAS, the City Council finds that unrestricted general fund balances in excess of six months of operating expenditures should be used to reduce the sales tax rate, property rate, or both, in the following fiscal year; and

WHEREAS, the City Council intends that the determination of the City's actual unrestricted general fund balance and actual operating expenditures be based upon the City's annual independent audit rather than unaudited estimates or projections;

NOW, THEREFORE, BE IT ORDAINED by the City Council of North Pole, Alaska:

Section 1. New 4.03.070 General fund reserve; excess surplus; tax rate reduction. Chapter 4.03 of the North Pole Municipal Code is amended by adding a new section to read as follows:

4.03.070 General fund reserve; excess surplus; tax rate reduction.

A. Purpose.

The purpose of this section is to establish a prudent minimum and maximum unrestricted general fund reserve and to require unrestricted general fund balances exceeding the maximum reserve to be used to reduce the sales tax rate, property tax rate, or both, in the following fiscal year.

B. Definitions.

For purposes of this section:

1. **"Annual independent audit"** means the annual independent audit of the City's financial statements required by law and the North Pole Municipal Code.
2. **"Audited unrestricted general fund balance"** means the unrestricted general fund balance reported in the City's annual independent audit for the applicable fiscal year.

3. **"Operating expenditures"** means the City's total unrestricted general fund expenditures for ordinary governmental operations, as reported in the City's annual independent audit, excluding capital expenditures, debt principal payments, transfers to other funds, expenditures paid from restricted revenues, and other nonrecurring expenditures specifically identified by the City Council
4. **"Monthly operating expenditures"** means one-twelfth (1/12) of the City's annual operating expenditures.
5. **"Minimum general fund reserve"** means an amount equal to two (2) months of operating expenditures.
6. **"Maximum general fund reserve"** means an amount equal to six (6) months of operating expenditures.
7. **"Excess audited surplus"** means the amount by which the City's unrestricted general fund balance, as reported by the annual independent audit, exceeds the maximum general fund reserve.

C. Mandatory minimum reserve.

The City shall maintain an unrestricted general fund reserve equal to not less than two (2) months of operating expenditures.

The City Council shall not adopt a budget or take other action that knowingly reduces the unrestricted general fund balance below the two-month minimum reserve except when necessary to respond to an emergency or other extraordinary circumstance.

If the unrestricted general fund balance falls below the two-month minimum reserve, the City shall establish a plan in the following fiscal year's budget to restore the reserve to the required minimum level.

D. Maximum general fund reserve.

The City's unrestricted general fund reserve shall not exceed six (6) months of operating expenditures except as temporarily authorized under subsection F of this section.

The six-month maximum shall be calculated using the City's operating expenditures and unrestricted fund balance as reported by the City's annual independent audit.

E. Calculation of excess audited surplus.

1. Following completion and acceptance of the City's annual independent audit, the Chief Financial Officer shall calculate:
    a. The City's actual unrestricted general fund balance;
    b. The City's actual annual operating expenditures;
    c. Two months of operating expenditures;
    d. Six months of operating expenditures; and
    e. The amount, if any, by which the unrestricted general fund balance exceeds six months of operating expenditures.
        i. The amount identified under subsection E(1)(e) shall constitute the City's **excess audited surplus.**
        ii. The annual independent audit shall be the controlling source for determining the actual unrestricted general fund balance and actual operating expenditures used in this calculation.
        iii. The calculation shall be presented to the City Council in writing and shall be included in the City's budget materials.

F. Temporary retention above six months.

The City Council may authorize the temporary retention of unrestricted general fund funds above the six-month maximum only upon adoption of an ordinance approved by an affirmative vote of at least six council members.

The ordinance shall identify"

1. The specific extraordinary circumstance or anticipated financial obligation justifying the additional reserve;
2. The amount to be retained;
3. The reason the amount cannot reasonably be maintained within the six-month maximum; and
4. The fiscal year or date by which the retained amount is expected to be returned to the taxpayer-benefit calculation required by this section.

Temporary retention under this subsection shall not establish a permanent exception to the six-month maximum.

G. Mandatory use of excess audited surplus.

Except as provided in subsection F, one hundred percent (100%) of the excess audited surplus from the year prior shall be used in the following fiscal year's budget to reduce the tax burden imposed upon City residents.

The excess audited surplus shall be used specifically to reduce the **sales tax rate, the property tax rate, or both**, as determined by the City Council when adopting the following fiscal year's budget and tax ordinances.

The amount of the reduction shall be calculated so that the excess audited surplus is reflected as a reduction in the amount of revenue the City otherwise expects to collect through sales taxes and/or property taxes during the following fiscal year.

The excess audited surplus shall not be used to increase operating expenditures or to establish a recurring expenditure based upon the availability of the excess audited surplus.

When the City Council adopts the following fiscal year's budget and tax ordinances, the Council shall identify the amount of excess audited surplus applied under this subsection and the corresponding reduction in the sales tax rate, property tax rate, or both.

H. No reduction of required services or reserves.

Nothing in this section shall require the City to reduce expenditures below the level necessary to provide services required by law, comply with contractual obligations, meet debt obligators, or maintain the City's required general fund reserve.

The purpose of this section is to prevent excess unrestricted funds from being converted into recurring expenditures and to ensure that funds not reasonably required for municipal operations or reserves proved a direct financial benefit to taxpayers through reduced sales tax rates, property tax rates, or both.

I. No use of excess surplus as recurring revenue.

The City shall not use excess audited surplus as a recurring source of funding for ongoing personnel, programs, services, or other recurring expenditures.

Nothing in this subsection prohibits the City Council from appropriating excess funds for a specific nonrecurring expenditure when authorized by ordinance, provided that such appropriation does not defeat the taxpayer-benefit requirement in subsection G.

J. Public reporting.

The City shall include the following information in the annual budget documents.

1. The City's audited unrestricted general fund balance;
2. The City's audited annual operating expenditures;
3. The two-month minimum reserve;
4. The six-month maximum reserve;
5. The amount of unrestricted general fund balance above the six-month maximum;
6. The amount of excess audited surplus applied under this section;
7. The amount of excess audited surplus applied to reduce the following year's tax rates; and
8. The corresponding reduction in the sales tax rate, property tax rate, or both.

K. Audit-based determination.

For purposes of this section, no amount shall be treated as excess audited surplus until the City's annual independent audit for the applicable fiscal year has been completed and accepted. Unaudited financial statements, preliminary estimates, projected revenues, or projected expenditures shall not be used as the final basis for determining the amount of excess audited surplus.

L. Restricted funds excluded.

Funds that are restricted by federal or state law, grant agreements, contractual obligation, bond covenant, voter-approved restriction, or other legally enforceable restriction shall not be included in the amount available for application under this section.

M. Compliance with law.

This section shall be interpreted and administered consistently with he City Charter and applicable state and federal law.

Nothing in this section shall require the City to violate a legal, contractual, debt, grant, or other binding obligation.

Section 2. Budget implementation.

Beginning with the first fiscal year for which an annual independent audit is complete following the effective date of this ordinance, the Mayor and City administration shall incorporate the requirements of 4.03.070 into the preparation of the City's proposed annual budget.

Section 3. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance and its application to other persons or circumstances shall not be affected.

Section 4. Effective date.

This ordinance shall become effective upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska, this ___day of _____, 2026.

_____
Mayor Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

Sponsored by: Council Member David Brandt
Council Member Jordan Schuster
Introduced: 10/05/2026
Advanced: 10/05/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-31

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING NPMC CHAPTER 4.16, PURCHASING, TO ESTABLISH A CITY OF NORTH POLE BUSINESS PROCUREMENT PREFERENCE AND REQUIRE THE SOLICITATION OF QUALIFIED CITY OF NORTH POLE BUSINESSES

WHEREAS, The City of North Pole recognizes the importance of maintaining a strong local economy and supporting businesses that maintain an established physical place of business within the City of North Pole; and

WHEREAS, City of North Pole businesses contribute to the City's economic base, provide employment opportunities, and support the availability of goods and services within the community; and

WHEREAS, The City currently requires competitive pricing and, where applicable, solicitation of multiple businesses for City purchases and contracts; and

WHEREAS, The City Council finds that providing a limited City of North Pole business preference for purposes of evaluating bids and proposals can encourage participation by businesses physically located and operating within the city while maintaining competitive procurement requirements; and

WHEREAS, The City Council further finds that qualified businesses physically located within the City should be given an opportunity to provide goods and services to the City before the City solicits quotations from businesses located outside the City, when a qualified City of North Pole business is reasonably capable of providing the required goods or services; and

WHEREAS, The City of North Pole business preference established by this ordinance is intended solely as an evaluation preference and shall not require the City to award a contract to a City of North Pole business that is not responsive, responsible, qualified, or capable of satisfactorily performing the contract.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. NPMC 4.16, Purchasing Limits, shall be amended to add a new subsection, 4.16.035, as follows: [new text in red, deleted text in ~~strikethrough red~~]

4.16.035 City of North Pole Business Preference and City Business Solicitation Requirement.

A. Purpose: The purpose of this section is to encourage participation by qualified City of North Pole businesses in City purchasing and contracting while preserving competitive procurement, responsible bidder requirements, and the City's obligation to obtain goods and services at competitive prices.

B. Definitions: For the purpose of this section.

1. "City of North Pole business" means a business entity that, at the time of solicitation and at the time of contract award.
    a. is legally authorized to conduct business in the State of Alaska.
    b. maintains a bona fide, established, and continuously operating physical place of business within the incorporated municipal boundaries of the City of North Pole.
    c. conducts regular and substantial business operations from that physical location.
    d. maintains at that location the facilities, equipment, personnel, inventory, or other business resources reasonably necessary to conduct its business activities.
    e. is not established within the City solely for the purpose of obtaining a preference under this section.
    f. A post office box, mailbox service, virtual office, registered-agent address, mailing address, or other address that does not constitute an actual physical place of business

from which the business conducts regular and substantial business operations shall not qualify as a City of North Pole business for purposes of this section.

2. "Solicitation" means a request for a quotation, invitation for bids, request for proposals, request for qualifications, or other competitive procurement issued by or on behalf of the City.

C. City of North Pole Business Solicitation Requirement.

1. Before soliciting quotations from businesses located outside the City of North Pole for goods, supplies, services, or construction work, the City department or employee responsible for the procurement shall make a reasonable effort to determine whether a qualified City of North Pole business is capable of providing the required goods or services.
2. If a qualified City of North Pole business is identified as being reasonably capable of providing the required goods or services, that business shall be contacted and given an opportunity to submit a quotation, bid, proposal, or other offer before the City solicits quotations from businesses located outside the City.
3. Contacting a City of North Pole business under this subsection does not require the City to award the contract to that business.
4. If the City determines that no qualified City of North Pole business is reasonably capable of providing the required goods or services, the City may solicit quotations, bids, or proposals from businesses located outside the City.
5. The procurement record shall document:
   a. The City of North Pole businesses contacted.
   b. The date and method of contact.
   c. The goods or services requested.
   d. Whether the City of North Pole business submitted a quotation, bid, or proposal; and
   e. If no City of North Pole business was contacted, the reason the responsible City employee determined that no qualified City of North Pole business was reasonably capable of performing the work or providing the goods or services.

D. Five Percent City of North Pole Business Evaluation Preference.

1. A City of North Pole business that is a responsive, responsible, and otherwise qualified bidder or offeror shall receive a five percent (5%) preference for purposes of evaluating its bid or proposal.

2. For purposes of evaluating a bid or proposal, the price submitted by a qualifying City of North Pole business shall be reduced by five percent (5%).
3. The five percent (5%) reduction provided under this section is solely an evaluation preference. It shall not constitute a reduction in the actual contract price and shall not require the City to pay a City of North Pole business an amount greater than the price contained in its bid or proposal.
4. The preference shall be applied only after determining that the City of North Pole business is responsive, responsible, and qualified to perform the contract.
5. The preference shall not be applied if its application is prohibited by federal or state law, a grant agreement, funding source, or other applicable legal requirement.

E. Competitive Sealed Bids.

1. For competitive sealed bids conducted pursuant to NPMC 4.16.040(A), a qualifying City of North Pole business shall have its bid price reduced by five percent (5%) for purposes of determining the lowest responsive and responsible bidder.
2. The actual contract shall be awarded at the price contained in the successful bidder's bid.

F. Competitive Sealed Proposals.

1. For competitive sealed proposals conducted pursuant to NPMC 4.16.040(B), the request for proposals shall state that a five percent (5%) City of North Pole business preference will be applied to the price component of the evaluation for a qualifying City of North Pole business.
2. The preference shall be applied consistently with the evaluation methodology established in the request for proposals and shall be disclosed to all offerors before proposals are submitted.
3. The actual contract price shall remain the price proposed by the successful offeror.

G. Quotations and Small Purchases.

1. For purchases governed by NPMC § 4.16.030, a qualifying City of North Pole business shall be solicited in accordance with subsection (C) of this section before quotations are solicited from businesses located outside the City, when a qualified City of North Pole business is reasonably capable of providing the required goods or services.

2. When multiple quotations are obtained, a qualifying City of North Pole business shall receive the five percent (5%) evaluation preference provided by this section when the procurement method permits comparative evaluation of quotations.

H. No Guarantee of Award.

1. Nothing in this section shall require the City to award a contract to a City of North Pole business merely because the business is located within the City.
2. A City of North Pole business must satisfy all applicable requirements concerning responsiveness, responsibility, qualifications, specifications, licensing, insurance, bonding, price, performance, and any other requirements established by the City.

I. No Division of Purchases.

1. Nothing in this section authorizes the division or separation of a purchase, project, service, or contract into smaller amounts for the purpose of avoiding the competitive purchasing requirements of NPMC Chapter 4.16.

J. Verification of City of North Pole Business Status.

1. The City may require a business seeking the City of North Pole business preference to provide reasonable documentation establishing that it qualifies as a City of North Pole business under subsection (B)(1).
2. Such documentation may include, but is not limited to, a current business license, lease or ownership documentation for the business premises, utility records, photographs of the business location, evidence of employees or business operations at the location, or other documentation reasonably demonstrating that the business maintains and operates from a bona fide physical place of business within the City.
3. The City may require verification of City of North Pole business status at the time of solicitation and, for contracts extending beyond one year, may require periodic verification that the business continues to maintain its qualifying status.

K. Contract File.

1. The procurement file shall document the application of the City of North Pole business preference, including the identity of any business receiving the preference and the evaluation price used for purposes of determining the award.

Section 3. NPMC 4.16.030, Purchase Limits, shall be amended as follows: [new text in red, deleted text in ~~strikethrough red~~]

A. The limit of purchase of an article of personal property, supplies, services or construction items without prior Mayoral approval shall be $10,000 (ten thousand dollars) for the City Clerk/Human Resources Administrator, Director of City Services, Police Chief, Police Lieutenant, Fire Chief and Deputy Fire Chief/Assistant Fire Chief, Public Works Supervisor, and Utility Supervisor. The limit of purchase of an article of personal property, supplies, services or construction items without prior City Council approval for the Mayor shall be $24,000 (twenty-four thousand dollars). A review of available sources and quotations to ascertain the most cost-effective means will be conducted and documented in writing prior to the purchase. Anything above $24,000 (twenty-four thousand dollars) shall be approved by the City Council. In the event of an emergency, the Mayor shall be authorized to purchase personal property exceeding the maximum dollar limit; provided, such purchase shall not be subject to Section 12.3(c) of the Home Rule Charter. "Emergency" shall be defined in accordance with Section 1.6(k) of the Home Rule Charter. "Emergency" as defined in Charter Section 1.6(k) means a situation in which there exists a necessity to preserve public peace, health or safety. A record of each emergency procurement shall be made listing the business name and items or services purchased. In conducting the review of available sources, the City department or employee responsible for the procurement shall first determine whether a qualified City of North Pole business is reasonably capable of providing the required personal property, supplies, services, or construction items. If a qualified City of North Pole business is identified, the business shall be contacted and given an opportunity to submit a quotation before quotations are solicited from businesses located outside the City of North Pole. The requirements of NPMC § 4.16.035 shall apply to the procurement.

B. The limit of purchase of personal property, supplies, services or construction items with the approval of the City Council shall be limited to $50,000 (fifty thousand dollars). No less than three businesses shall be solicited to submit quotations, except as otherwise provided by this chapter. Before soliciting quotations from businesses located outside the City of North Pole, the City shall comply with the City of North Pole business solicitation requirements of NPMC 4.16.035. A qualifying City of North Pole business shall receive the five percent (5%) evaluation preference provided in NPMC 4.16.035. Award shall be made to the business offering the lowest

acceptable quotation, after application of any applicable City of North Pole business evaluation preference. The name of ~~the~~ each business submitting ~~the~~ a quotation and the date and amount of each quotation shall be recorded and maintained as a public record. Purchases of personal property exceeding this amount shall be subject to Section 12.3(c) of the Home Rule Charter. In the event of an emergency, or seasonal construction deadlines or other deadlines that place financial hardships on the City, the City Council may waive the requirements of Section 12.3(c). "Emergency" shall be defined in accordance with Section 1.6(k) of the ~~Home Rule~~ City Charter.

Section 4. NPMC 4.16.040(A), Competitive Sealed Bidding, shall be amended as follows: [new text in red, deleted text in ~~strikethrough red~~]

A. Competitive Sealed Bidding.

1. All items purchased by the City ~~in excess of~~ exceeding ~~$100,000 (one hundred thousand dollars)~~ $50,000 (fifty thousand dollars) shall be awarded by competitive sealed bidding.
2. An invitation for bids shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
3. Adequate public notice of the invitation for bids shall be given a reasonable time prior to the date set forth therein for the opening of bids which shall provide for a minimum of at least fifteen calendar days. Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. The public notice shall state the date and time of the bid opening.
4. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid together with the name of each bidder shall be recorded; the record and each bid shall be opened to public inspection.
5. All bid awards shall be made by the City Council. Written notice shall be sent to the selected bidder who meets the criteria and requirements as outlined in the invitation for bids.
6. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified

or withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that mistake was made, the nature of the mistake and the bid price actually intended. However, downward correction of a bid, which would displace the apparent low bidder, shall only be permitted if the error made and the intended bid price can be determined solely from the bid documents. Upward correction of a bid, established from the bid documents or other evidence, shall be permitted only if the corrected bid is not within two percent of the next low responsive bid. All decision to permit the correction or withdrawal of bids, or to cancel awards of contracts based on bid mistakes, shall be supported by a written determination made by the City.

7. The contract shall be awarded with responsible promptness by written notice to the lowest responsible and responsive bidder whose bid meets the ~~requirement and criteria set forth in the invitation for bids.~~ requirements and criteria set forth in the invitation for bids, after application of any applicable five percent (5%) City of North Pole business evaluation preference established by NPMC 4.16.035. For purposes of applying the preference, the bid submitted by a qualifying City of North Pole business shall be reduced by five percent (5%) solely for evaluation purposes. The actual contract price shall remain the amount contained in the successful bidder's bid. In the event all bids for a construction project exceed available funds and the low responsive and responsible bid does not exceed such funds by more than five percent, the City is authorized, when time or economic considerations preclude resolicitation or work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder.

Section 4. NPMC 4.16.040(B), Competitive Sealed Proposals, shall be amended as follows: [new text in red, deleted text in ~~strikethrough red~~]

B. Competitive Sealed Proposals

5. The request for proposals shall state the relative importance of price and other evaluation factors and shall disclose the five percent (5%) City of North Pole business evaluation preference established by NPMC 4.16.035.

6. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the request for proposals, including any applicable five percent (5%) City of North Pole business evaluation preference. The five percent (5%) preference shall be applied solely for evaluation purposes and shall not reduce the actual contract price proposed by the successful offeror. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

Section 5. Effective Date. This ordinance shall become effective immediately upon passage.

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED Yes: No: Absent:

Sponsored by: Mayor Larry Terch III
Introduced: 10/05/2026
Amended: 10/05/2026
Advanced: 10/05/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-33

AN ORDINANCE OF THE CITY OF NORTH POLE, AK

AMENDING THE 2026 BUDGET

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to move budgeted amounts between funds to allow for anticipated expenses.

Section 2. This ordinance is of a general nature and shall not be codified.

Section 2. Effective Date. This ordinance shall become effective immediately upon passage.

Sponsored by: Mayor Larry Terch III
Introduced: 10/05/2026
Amended: 10/05/2026
Advanced: 10/05/2026

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED
Yes:
No:
Absent:

City of North Pole, Alaska
Fiscal Note Year: 2026
Ordinance: 2026-33

Originator/Sponsor: Fire Department, Water, Clerk/HR, Admininstration

Date: 9/23/2026

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

Fund-Dept.	Account Description	Accounts #	Debit	Credit	Effect
Gen Fund	Vehicle Repair & Maintenance	01-54-6-6100	36,185.11		Increase
Gen Fund	Ins Claim Reimbursement	01-39-9052		36,185.11	Decrease
Gen Fund	Vehicle Gas & Oil	01-54-6-6050	7,000.00		Increase
Gen Fund	Transfer Out	01-54-9-9990		7,000.00	Decrease
Gen Fund	Credit Card Fees	01-51-2-2100	10,800.00		Increase
Gen Fund	Transfer Out	01-51-9-9990		10,800.00	Decrease
Water Fund	Heating Fuel	41-10-3-3100	45,000.00		Increase
Water Fund	Transfer Out	41-10-9-9980		45,000.00	Decrease
Sewer Fund	Heating Fuel	42-12-3-3100	5,500.00		Increase
Sewer Fund	Transfer Out	42-12-9-9980		5,500.00	Decrease
Gen Fund	Legal Fees	01-51-2-2250	8,750.00		Increase
Gen Fund	Transfer Out	01-51-9-9990		8,750.00	Decrease
Gen Fund	Professional Services	01-52-2-2350	1,650.00		Increase
Gen Fund	Transfer Out	01-52-9-9980		1,650.00	Decrease
Gen Fund	Memberships and Dues	01-51-5-5000	350.00		Increase
Gen Fund	Transfer Out	01-51-9-9990		350.00	Decrease
Water Fund	Equipment Repair and Maintenance	41-10-6-6000	700.00		Increase
Water Fund	Transfer Out	41-10-9-9980		700.00	Decrease
Water Fund	Vehicle Gas & Oil	41-10-6-6050	700.00		Increase
Water Fund	Transfer Out	41-10-9-9980		700.00	Decrease
			116,635.11	116,635.11	

Prepared By: Will Hawryluk **Date: 9/23/2026**

Sponsored by: Mayor Larry Terch III
Introduced: 10/05/2026
Amended: 10/05/2026
Advanced: 10/05/2026

CITY OF NORTH POLE

ORDINANCE 2026-23

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE USER FEE SCHEDULE TITLE 4 CHAPTER 10 SECTION 020

WHEREAS, The City of North Pole desires to adjust its current user fee schedule to meet the needs of our changing environment.

NOW THEREFORE, BE IT ORDAINED

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. as follows: [new text in red, deleted text in ~~strikethrough red~~] see attached 4.10.020. User fee schedule.

Ambulance Fee	~~$1,100.00~~ $1,300.00
Ambulance/Patient Transport Mileage (loaded miles)	$15.00 per mile
Fire/Ambulance Run Reports	$25.00
Building Permit Fees	Based on building evaluation and 1997 Uniform Administrative Code
Non-Utility Certified Mail (small envelope)	$10.00
Non-Utility Certified Mail (large envelope)	$12.00
City Annual Business License	$75.00
Copies of Public Records	$1.00 first ~~pg.~~ page; $0.25 thereafter
Declaration of Candidacy Filing Fee	$25.00
Electronic Media	$5.00 per disk; $10.00 per USB drive or SD card
Parade Permit	
NPPD Evidence Return (mailed)	At postage cost
Faxes Send/Receive Local Calling Area (per page)	$1.00
Fingerprinting per Card	$40.00
Fireworks Annual Permit to Class "C" Retail Vendor	$3,000.00 + $250.00 Fire Prevention
Hydrant Meter Charge	$50.00/mo. (min)

Hydrant Meter Deposit – to be refunded upon return in good condition	$500.00
Hydrant Meter Water Usage Rate	~~$0.035~~ $.05 /gallon
Impound Fee	$500.00
Inspection or Redaction of Records	Hourly fee based on gross hourly rate of employee(s) making records available for public inspection. The rate shall be charged for the entire time records are in control of the employee and open for inspection. (0.25hr increments.)
Natural Gas Installation	
For buildings	$250.00 per installation (business or home)
For main line	$585.00 plus $0.35 per linear foot
North Pole Gold Coin	$15.00
North Pole Stuffed Bears	$10.00
North Pole Flag 12 x 18	$30.00
North Pole Pins	$2.00 or 3/$5.00
Notary Services per Document	$10.00
Plan Specifications Copies @ cost + 10% Admin. fee	See Department Head
Police Reports	$25.00 (victim not charged)
Photocopy Fee (per page)	$0.25
Residential and commercial properties water and sewer fees shall be the following (per NPMC § 13.08.090(B)):	
Water tie-in fee – 3/4 inches to 2 inches	$250.00
Sewer tie-in fee – 3/4 inches to 2 inches	$250.00
Water tie-in fee – Greater than 2 inches up to 4 inches	$300.00
Sewer tie-in fee – Greater than 2 inches up to 4 inches	$300.00
Water – Greater than 4 inches	$350.00
Sewer – Greater than 4 inches	$350.00
Records Search and Preparation	First 5 hours are free. Hourly fee based on gross hourly rate of employee(s) searching/preparing records requested; time shall include time spent duplicating records. (0.25hr increments.)
Residential Water Meter Replacement/Meter Base	At replacement cost/market value
Commercial Water Meter Replacement	At replacement cost

False/Nuisance Alarms (Police and Fire) For each alarm over 5 per calendar year	$250.00
Service Clamp Rental	$100 per clamp per week after 1st week
Service Clamp Replacement	$1,200 per pair
Plumbing Parts and Fixtures	At Cost
After Hours Call Out Fee	$125 per/hour with a minimum of 2 hours

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

ADOPTED THE ___ OF _____ 2026.

_____
Mayor Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED
Yes:
No:
Absent:

Sponsored by: Council Member David Brandt
Council Member Santa Claus
Introduced: 10/19/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-34

AN ORDINANCE AMENDING NPMC 2.12.030(E) TO ALLOW A SINGLE COUNCIL MEMBER TO SPONSOR AN ORDINANCE, RESOLUTION, OR OTHER ACTION ITEM FOR PLACEMENT ON THE CITY COUNCIL AGENDA

WHEREAS, The North Pole Municipal Code currently provides that ordinances, resolutions, and other action items sponsored by two members of the City Council shall be placed on the Council agenda without delay if submitted to the City Clerk by the required publishing deadline; and

WHEREAS, The City Council wishes to allow any individual Council member to sponsor an ordinance, resolution, or other action item for consideration by the Council; and

WHEREAS, Allowing a single Council member to sponsor an item for placement on the agenda will provide each elected Council member an equal opportunity to bring matters before the City Council for consideration.

NOW THEREFORE, BE IT ORDAINED by the City Council of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

…E. The Mayor shall have charge of calendaring the agenda of the Council. Notwithstanding, ordinances, resolutions or other action items sponsored by one member ~~two members~~ of the Council shall be placed without delay on the Council agenda if submitted to the Clerk by the required publishing deadline.

Section 2. NPMC 2.12.030(E) Council meeting – Time and place, shall be amended as follows:

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED Yes: No: Absent:

Sponsored by: Mayor Larry Terch III
Introduced: 10/19/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-35

AN ORDINANCE OF THE CITY OF NORTH POLE, AK
AMENDING THE 2026 BUDGET

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to move budgeted amounts between funds to allow for anticipated expenses.

Section 2. This ordinance is of a general nature and shall not be codified.

Section 2. Effective Date. This ordinance shall become effective immediately upon passage.

Sponsored by: Mayor Larry Terch III
Introduced: 10/19/2026

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED Yes: No: Absent:

City of North Pole, Alaska
Fiscal Note Year: 2026
Ordinance: 2026-35

Originator/Sponsor: Fire Department, Police Department, Litigation Fund, Administration, Water & Sewer Department, Public Works

Date: 10/9/2026

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

Fund-Dept.	Account Description	Accounts #	Debit	Credit	Effect
Gen Fund	Building Maintenance	01-54-7-7000	13,500.00		Increase
Gen Fund	Wages: Full Time	01-54-1-0010		2,500.00	Decrease
Gen Fund	Transfer Out	01-54-9-9990		11,000.00	Decrease
Gen Fund	Vehicle Gas & Oil	01-53-6-6050	17,000.00		Increase
Gen Fund	Transfer Out	01-53-9-9990		17,000.00	Decrease
Gen Fund	Vehicle Repair & Maintenance	01-53-6-6100	15,000.00		Increase
Gen Fund	Transfer Out	01-53-9-9990		15,000.00	Decrease
Litigation Fund	PFOS/PFOA	10-11-2-2250	1,802.00		Increase
Litigation Fund	Transfer Out	10-39-9980		1,802.00	Decrease
Gen Fund	Electric	01-51-3-3050	7,060.00		Increase
Gen Fund	Transfer Out	01-51-9-9990		7,060.00	Decrease
Gen Fund	Electric	01-54-3-3050	6,863.00		Increase
Gen Fund	Transfer Out	01-54-9-9990		6,863.00	Decrease
Gen Fund	Electric	01-58-3-3050	5,931.00		Increase
Gen Fund	Transfer Out	01-58-9-9990		5,931.00	Decrease
Gen Fund	Street Lights Electric	01-58-3-3090	18,637.00		Increase
Litigation Fund	Transfer Out	01-58-9-9990		18,637.00	Decrease
Water Fund	Electric	41-10-3-3050	91,203.00		Increase
Water Fund	Transfer Out	41-10-9-9990		91,203.00	Decrease
Sewer Fund	Electric	42-12-3-3050	143,668.00		Increase
Sewer Fund	Transfer Out	42-12-9-9990		143,668.00	Decrease
Gen Fund	Maintenance Contracts	01-51-2-2300	3,000.00		Increase
Gen Fund	Transfer Out	01-51-9-9990		3,000.00	Decrease
			323,664.00	323,664.00	

Prepared By: Will Hawryluk Date: 10/9/2026

Sponsored by: Council Member David Brandt
Council Member Santa Claus
Introduced: 10/19/2026

CITY OF NORTH POLE

ORDINANCE NO. 2026-36

AN ORDINANCE AMENDING NPMC 4.10.030(A) AMBULANCE/EMS SERVICES, TO INCREASE THE PERCENTAGE DISCOUNT FOR NORTH POLE CITY RESIDENTS

WHEREAS, The North Pole Municipal Code provides up to a 10 percent discount for North Pole City residents on ambulance/EMS services as residents provide financial support for ambulance/EMS services through the payment of City property taxes; and

WHEREAS, The City Council wishes to adjust the percentage discount up to 25 percent discount to reflect the current pricing structure as adjustments have been made to increase the ambulance fees; and

WHEREAS, Adjusting the current discount keeps the current ambulance fees the same for North Pole City residents.

NOW THEREFORE, BE IT ORDAINED by the City Council of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. NPMC 4.10.030(A) Ambulance/EMS services, shall be amended as follows:

A. The City hereby finds that North Pole City residents who use City ambulance/EMS services are economically justified in receiving up to a 25 ~~ten~~ percent discount for said services due to the residents' financial support of ambulance/EMS services by the payment of City property taxes.

Section 3. Effective Date. This ordinance shall become effective immediately upon passage.

Sponsored by: Council Member David Brandt
Council Member Santa Claus
Introduced: 10/19/2026

ADOPTED THE ___ OF _____ 2026.

_____
Mayor: Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

PASSED/ FAILED Yes: No: Absent:

AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be *added is red text*
Text to be *deleted* is ~~strikethrough and red text~~

North Pole Police Department
125 Snowman Lane **Phone: (907)488-6902**
North Pole, AK 99705 **Fax: (907)488-5299**

Memorandum

To : **CONP City Council & Mayor**
From : **Chief Jedediah Smith**
Date : **10/05/2026**
Reference : **JAG Grant Award Acceptance**

To: City Council and the Mayor,

I am pleased to advise you that NPPD has once again been awarded the full amount we asked for through the JAG grant application process for the period of Oct 1st, 2026, through September 30, 2027. The following is the project summary for the use of the grant funding. Please note that this is not a new grant, we have been involved in this program for many years.

The North Pole Police Department is committed to continue its Federal, State, and other local partners to help identify and dismantle criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol into Alaska communities. The primary objective of this project is to decrease the harm illicit drugs and alcohol cause to the residents of Alaska, particularly those residing in the interior communities. The North Pole Police Department will assign one full-time Detective to work with the Fairbanks Area Narcotics Team to facilitate a multi-jurisdictional team stationed in the interior of Alaska. The team will work to interdict illicit drugs and alcohol, help curb organized drug trafficking, and assist in decreasing the overall drug use in the interior through active drug interdiction. The goal is to provide for a safer community, punctuated by an overall drop in violent crimes and violent crimes, as well as lowering Fentanyl use and overdoses.

It is my recommendation that the council accept the awarded grant funding in the amount of $183,020.00 as reflected on the award document. Please reach out if you have any questions.

Jedediah Smith, Police Chief

State of Alaska, Department of Public Safety
Division of Administrative Services
Grants Administration Office

GRANT AWARD

GRANTEE		DEPARTMENT	
NAME:	City of North Pole	**NAME:**	Department of Public Safety
ADDRESS:	125 Snowman Lane	**ADDRESS:**	5700 E. Tudor Road
CITY:	North Pole, Alaska 99705	**CITY:**	Anchorage, AK 99502
CONTACT:	Jediediah Smith	**CONTACT:**	Anthony Davis
TITLE:	Chief of Police	**TITLE:**	Grants Administrator II
PHONE:	907-488-6902	**PHONE:**	907-269-5082
EMAIL:	jsmith@northpolepoliceak.gov	**EMAIL:**	anthony.davis@alaska.gov

FEDERAL AWARD INFORMATION

PROGRAM NAME:	Statewide Multi-Jurisdictional Task Force Program		
FEDERAL AWARD:	15PBJA-25-GG-02378-JAGX	**AWARD DATE:**	10/1/2024
ALN:	16.738		
GRANTOR AGENCY:	Department of Justice - Bureau of Justice Assistance		
PROJECT DESCRIPTION:	The North Pole Police Department is committed to continue its Federal, State, and other local partners to help identify and dismantle criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol into Alaska communities. The primary objective of this project is to decrease the harm illicit drugs and alcohol cause to the residents of Alaska, particularly those residing in the interior communities. The North Pole Police Department will assign one fulltime Detective to work with the Fairbanks Area Narcotics Team to facilitate a multi-jurisdictional team stationed in the interior or Alaska. The team will work to interdict illicit drugs and alcohol, help curb organized drug trafficking, and assist in decreasing the overall drug use in the interior through active drug interdiction. The goal is to provide for a safer community, punctuated by an overall drop in violent crimes and violent crimes, as well as lowering Fentanyl use and overdoses.		
RESEARCH AND DEVELOPMENT?	NO	**INDIRECT COST RATE:**	NO

SUBAWARD INFORMATION

PROJECT NAME:	**Statewide Multi-Jurisdictional Task Force Program**	**GRANT NUMBER:**	27-25JAG-01
SUBAWARD AMOUNT:	**$183,020.00**	**MATCH REQUIRED:**	**NO**
PROJECT START:	October 1, 2026	**GRANTEE UEI:**	WFLFBAZG5SN9
PROJECT END:	September 30, 2027	**GRANTEE TAX ID:**	92-6001585
BUDGET PERIOD:	10/01/26 - 9/30/27	**RISK ASSESSMENT:**	LOW

APPROVED SUBAWARD BUDGET

Purpose Area: Law Enforcement

COST CATEGORY	FEDERAL SHARE	MATCH SHARE	PROJECT TOTAL
Personnel/Salary	123,988.00	-	123,988.00
Fringe Benefits	59,032.00	-	59,032.00
PS Total	183,020.00	-	183,020.00
Travel	-	-	-
Services	-	-	-
Commodities	-	-	-
Equipment	-	-	-
TOTAL	**$ 183,020.00**	**$ -**	**$ 183,020.00**

AWARD AGREEMENT

The Alaska Department of Public Safety, hereinafter called the "Department," and the **City of North Pole**, hereinafter called the "Grantee," agree as set forth herein.

I. The work to be performed under this agreement shall **begin on October 1, 2026 and completed no later than June 30, 2027**

II. This Grant Award consists of this **1) Signature Page;** and **2) Grant Agreement; 3) Final Approved Application; Department of Justice 5) Standard Assurances and 6) Certifications, and 6)** a copy of the Prime Award document with all Prime Award Terms and Conditions.

III. By signing this award, the grantee accepts all terms and conditions of the grant agreement in accordance with the **FFY25 JAG Grant Program.**

GRANTEE AUTHORIZATION	DEPARTMENT AUTHORIZATION
NAME/TITLE:	**NAME/TITLE:**
SIGNATURE:	**SIGNATURE:**
DATE:	**DATE:**

GRANT AGREEMENT

ARTICLE I - GOVERNING LAW

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

ARTICLE II – DEFINITIONS

Grantor: Federal awarding agency
Department: Alaska Department of Public Safety. Also known as the *pass-through entity.*
Grantee: entity receiving the subaward; also known as subgrantee, subawardee, subrecipient.
State administering agency (SAA): Many OJP formula grants are awarded directly to state governments, which then set priorities and allocate funds within that state. DPS is the SAA for many federal Department of Justice grants.

ARTICLE III - SCOPE OF WORK

A. The Grantee agrees that it will fully implement the Project Description submitted with the application and considered a part of this Grant Agreement.

B. The Grantee agrees to make no change in the project described in the final approved application without first submitting a written request to the Department and obtaining the Department's written approval of the requested change.

C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described in the Project Description.

ARTICLE IV – PROJECT PERIOD

A. The term of this Grant Agreement shall be for the period of time described on the Grant Award page. The Grant Agreement shall become effective when it is signed by an authorized signer of both the grantee and the Department.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in the Grant Award, the Grantee shall notify the Department in writing within 7 business days. The notice shall contain a description of the unusual circumstances causing the project to be incomplete.

ARTICLE V – PROGRESS REPORTS

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

1. **Progress report**: A description of the work accomplished to date, the methods and procedures used, and the impact of the project. Progress reports shall be submitted to the Department no later than fifteen days following the end of each

report period. Final reports are due no later than 90 days following the end of each report period. Reports are to be submitted through the Office of Justice Programs Performance Measurement Platform at https://ojpsso.ojp.gov/.

2.

Quarter	Report Deadline
October 1-December 31	January 15
January 1-March 31	April 15
April 1-June 30	July 15
July 1-September 30	October 15

3. **Other information** specified by the Department or as may be of assistance to the Department in its evaluation, such as Project Equipment Reports.

4. **Changes in Key Personnel:** The Grantee shall report any changes to key personnel to the Department within 30 days of the change.

ARTICLE VI - FINANCIAL CONSIDERATION

A. The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities shall result in the termination of the grant and relinquishment of right to any remaining balance of funds. It shall also result in the Grantee being required to return to the State any funds spent on items determined to be not allowed.

B. **Reimbursement Requests**: The Grantee shall submit a request for reimbursement no later than 15 calendar days after the end of a quarter. Reimbursement requests shall be submitted quarterly unless a different schedule has been approved by the department. A Final Request for Reimbursement must be submitted no later than 60 calendar days following the end of the subaward period of performance.

Reimbursement Requests must be:

1. For expenses incurred within the period covered by the grant agreement;

2. For expenses incurred and paid by the Grantee within the project period specified on the Grant Award;

3. Submitted in a format provided or approved by the Department, and must be provided by a responsible signatory of the Grantee;

4. Based upon the Grantee's accounting system; a financial report generated from the accounting system must be attached to the request for reimbursement.

5. Supported by appropriate source documentation including, but not limited to: vendor billings, time sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures. Department staff may request copies of source documentation prior to or after payment for any Reimbursement Requests.

C. The Grantee must use direct charging on timesheets for all time spent on grant related activity or must use a methodology for the allocation of personal services costs approved by the Department. The Grantee must use a cost allocation methodology approved by the Department for any other shared costs charged to the grant and must

provide the Department with appropriate documentation supporting the methodology used. The Grantee shall contact the Department for additional guidance or technical assistance.

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

ARTICLE VII - BUDGET

A. The Department is not liable for Grantee-incurred costs or services that exceed the approved subaward budget. The Department will not honor requests for payments in excess of the original grant award. It is the responsibility of the Grantee to secure a properly executed grant budget revision to the grant agreement when circumstances require changes to the budget. The Grantee will in no case exceed in expenditure or in commitment the total dollar amount agreed upon in the grant agreement. The Grantee is responsible for all over-expenditures and for any disallowed costs that it may incur.

ARTICLE VIII - FINANCIAL MANAGEMENT SYSTEM

A. The Grantee and any sub-recipient shall adhere to generally accepted accounting principles. The Grantee's financial management system shall

1. Provide accurate, current, and complete accounting of financial activities under this grant;

2. Adequately identify the source and application of funds for cost reimbursable activities;

3. Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;

4. Maintain separate financial records for the accounting of funds related to this grant agreement;

5. Maintain systematic methods for timely and appropriate resolution of audit findings or recommendations;

6.Retain source documentation that adequately identifies the nature and use of grant funds; and,

7.Allow for comparison of actual and budgeted amounts.

B. The Grantee shall comply with all Federal, State, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing W-2 forms to employees.

ARTICLE IX - AUDIT REQUIREMENTS

A. An Audit of the Grantee operations may be required by the President's Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, or the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090.*

B. A Single Audit is required when an organization meets the parameters under the *State of Alaska Single Audit Regulations* at *2 AAC 45.010 – 45.090*.

ARTICLE X - TERMINATION AND MODIFICATION

A. The grant agreement may be terminated as described in 2 C.F.R. 200.340 (a).

B. Any change to the terms and conditions of this grant agreement must be made through a written amendment. Amendments do not take effect until signed by both parties.

ARTICLE XI - CONDITIONS OF AWARD AND ACCEPTANCE

A. Acceptance within 45 days. Within 45 days from the issuance date of these documents to the Grantee, if the Grantee does not confirm acceptance that it will utilize the grant by signing and returning the award agreement to the Department, obligation to set aside these federal funds for use by the Grantee shall be terminated without further cause.

B. Commencement within 60 days. If a project is not operational within 60 days of the signing date, the Grantee must report, by letter, to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date, unless there is prior written approval for the delay

C. Operational within 90 days. If a project is not operational within 90 days of the signing date, the Grantee must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department may cancel the project and request Grantor Agency approval to distribute the funds to other project areas.

ARTICLE XII - CERTIFICATION

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

A. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice (DOJ) Office of Justice Programs (OJP) Grants Financial Guide, available online at the U.S. Department of Justice's Office of Justice Programs website. As of 10/12/2023, this link is accurate: https://www.ojp.gov/funding/financialguidedoj/overview.

B. Funds made available under this Grant will not be used to supplant state or local funds. Funds must be used to *supplement* existing state or local funds for program activities and may not *replace* state or local funds that have been appropriated or allocated for the same purpose.

C. The Grantee will submit all project-related contracts, subcontracts, agreements, and subsequent amendments to the Department for review and approval prior to execution.

D. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification.

E. The Grantee certifies that the programs contained in its application and Project Description meet all the requirements of the 1988 Anti-Drug Abuse Act, that all information is correct, that the applicant will comply with all provisions of the Act and all other applicable Federal and State laws, regulations, and guidelines.

F. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with tht provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

G. The Grantee will, if required, formulate an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR 42.301, et. seq., and submit their EEOP directly to the Office for Civil Rights within 60 days of the date of this agreement. Recipients of awards over $25,000 are required to prepare and submit EEOPs (unless otherwise exempt) and submit both EEOPs and certifications electronically through the EEO Reporter Tool at https://www.ojp.gov/program/civil-rights-office/equal-employment-opportunity-plans.

H. The Grantee agrees to the following: to forward to the Alaska Department of Public Safety for submission to the Department for Civil Rights, Office of Justice Programs, U.S. Department of Justice any finding of discrimination against the Grantee by a federal or state court or federal or state administrative agency on the grounds of race,

color, religion, national origin, or sex and to provide meaningful access to their programs and activities to individuals who are Limited English Proficient.

I. The Grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. 10101-10741); the Victims of Crime Act (34 U.S.C. 20101-20111); the Juvenile Justice and Delinquency Prevention Act of 1974 (34 U.S.C. 11101-11322); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Department of Justice regulations on the Equal Treatment for Faith-Based Organizations (28 CFR part 38).

J. The Grantee assures that in accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in Article XI above.

ARTICLE XIII - PROPERTY AND EQUIPMENT

A. Management

A *State* should ensure equipment acquired under a Federal award to the State is managed in accordance with State laws and procedures for property.

Recipients and subrecipients other than States must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum, meet the following requirements:

1. ***Property records.*** Property records must be maintained to include all of the following information:
    - Description of the property
    - Serial number or other identification number
    - Source of the property, including the federal award identification number
    - Identification of the title holder
    - Acquisition date
    - Cost of the property
    - Percentage of Federal participation in the cost of the property
    - Location of the property
    - Use and condition of the property
    - Disposition data, including the date of disposal and sale price

2. ***Inventory.*** A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.

3. ***Maintenance procedures.*** Adequate maintenance procedures must be established and used to keep the property in good condition.

4. ***Control system.*** A control system must be in place with adequate safeguards to prevent loss, damage, and theft.

- Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. 2 C.F.R. § 200.313 (d)(3).
- Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the non-Federal entity owns. Federally-owned equipment need not be insured unless required by the award. 2.C.F.R. § 200.310.
- Non-federal entities are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.

5. ***Proper sales procedures.*** If authorized or required to sell the property, the recipient or subrecipient must establish proper sales procedures to ensure the highest possible return

A. Disposition

A *State* recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

Recipients and subrecipients other than States must dispose of the equipment when original or replacement equipment acquired under the award or subaward is no longer needed for the original project, or for other activities currently or previously supported by a Federal awarding agency, as follows:

1. If the item to be disposed of has a current per-unit fair market value of $5,000 or less, the item may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency.
2. If the item has a current per-unit fair market value of more than $5,000, the item may be retained or sold, but the awarding agency will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the awarding agency's share of the equipment (i.e, the agency's percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of $500 or 10% of the proceeds, whichever is less.
3. In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding agency may direct other disposition actions.

ARTICLE XIV - PROJECT RECORD MAINTENANCE, RETENTION, AND ACCESS

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

B. The following shall have access to any records of the Grantee necessary to perform audits or examinations or to create excerpts or transcripts:

1. The U. S. Department of Justice;

2. The Comptroller General of the United States;

3. The Department, its agents, or assigns or successors in function; and

4. Duly authorized representatives of any of the above.

ARTICLE XV - MONITORING AND EVALUATION

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

B. Monitoring by the Department may be performed on a continuing basis throughout the grant period and may involve electronic contact, written communication, analysis of submitted reports, and on-site visits.

C. It shall be the purpose of monitoring by the Department to reinforce, improve, and augment the Grantee's capacity to administer this grant by identifying potential problem areas and recommending corrective action to prevent deficiencies.

D. At the conclusion of a formal site review or electronic monitor, the Department shall provide a Monitoring Report in writing to the Grantee which outlines review findings and identifies any required corrective action and the date by which the corrective action must be completed.

E. When the Department has confirmed that the appropriate corrective action has been taken, a letter shall be sent to the Grantee stating that the finding(s) has been closed.

ARTICLE XVI - PUBLICATION OF PROJECT ACTIVITIES AND RESULTS

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

A. “The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Public Safety or the Department of Justice.”

B. “This project was supported by a grant awarded by the Alaska Department of Public Safety, through funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics”

ARTICLE XVII - WRITTEN DESCRIPTIONS OF PROGRAMS

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

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

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

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

ARTICLE XVIII - SPECIAL TERMS, CONDITIONS, AND WAIVERS

A. Any funds not properly obligated by the end of the Grant Award as specified in Section II of the Grant Award page will lapse and revert to the Department.

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

c. In addition to the terms and conditions enumerated above, other terms and conditions of the federal Prime Award may pass through to the subrecipient (Grantee). The Grantee is responsible for complying with all applicable terms of the Prime Award. A copy of the Prime Award is attached to this Agreement.

STATE OF ALASKA
Department of Public Safety
Division of Administrative Services
Grant Administration Office

GRANT APPLICATION

Application is hereby made to the Department of Public Safety for funding made available through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, CFDA #16.738.

APPLICANT (CITY) NAME: **City Of North Pole**	
PHYSICAL ADDRESS: **125 Snowman Lane** **North Pole, Alaska 99705**	**PHONE:** (907)488-6902 **AGENCY EIN:92-6001585** **AGENCYUEI:082506569 (REQUIRED)**
MAILING ADDRESS: **125 Snowman Lane, North Pole, Alaska 99705**	
PROJECT CONTACT: **NAME: Jedediah Smith** **TITLE:** Chief	**PHONE**: (907) 488-6902 **FAX:** N/A **EMAIL**: jsmith@northpolepoliceak.gov
PERFORMANCE PERIOD: **Start:** October 1st, 2026 **End:** September 30th, 2027	**AMOUNT REQUESTED:** **$ 183,020.00**

AGENCY CONTACTS

AUTHORIZING OFFICIAL **Name: Larry Terch** **Title:** Mayor	**Phone:** (907)378-9233 **FAX:** (907) 488-3002 **Email**:Mayor@northpolealaska.org
FINANCIAL CONTACT **Name: Will Hawryluk** **Title:** CFO	**Phone:** (907)488-8594 **FAX**: (907) 488-3002 **Email:** whawryluk@northpolealaska.org
PROJECT DIRECTOR **Name: Justin Cash** **Title:** Lieutenant	**Phone:** (907)488-6902 **FAX:** (907) 488-5299 **Email:** jcash@northpolepoliceak.gov

CERTIFICATION

The undersigned (authorized official signing for the applicant) certifies that the statements made in this application document and attached proposal are true, complete, and accurate to the best of their knowledge.

AUTHORIZED SIGNATURE: _____ 8-12-2026 **DATE:** 8-12-2026

PROJECT ABSTRACT

APPLICANT AGENCY NAME: City of North Pole

AMOUNT REQUESTED: $ 183,020.00

PROGRAM: FFY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PERFORMANCE PERIOD: October 1st, 2026, to September 30th, 2027

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

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

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

PROJECT NARRATIVE

APPLICANT AGENCY NAME: City of North Pole

AMOUNT REQUESTED: $ 183,020.00

PROGRAM: FFY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PERFORMANCE PERIOD: October 1st, 2026, to September 30th, 2027

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

a. **Project Overview: A NPPD Detective will be assigned to the Fairbanks Area Narcotics Team (FANT) to work full-time with the Alaska State Troopers and other LEO partners assigned to the unit. Their mission is to mitigate the transport of illegal drugs into the State of Alaska. The FANT's main target is the area of Fairbanks and North Pole, with emphasis also placed on neighboring communities, and northern regions of Alaska extending all the way to the Canadian Border. The primary role of FANT is to develop leads and conduct investigations into the importation, manufacturing, and sale of illicit drugs. The multijurisdictional team also investigates serious crimes related to the illegal importation and sale of alcohol. To integrate with the team successfully, NPPD has developed specific goals and objectives, which have much in common with the priorities set forth in the Alaska JAG program.**

This project was implemented to:

1) Coordinate efforts and resources from local, state, and Federal agencies through the use of a statewide multijurisdictional task force.

2) Interdict and seize controlled substances and alcohol that are being illegally distributed throughout the interior of Alaska.

3) Investigate, apprehend, and successfully prosecute local distributors of controlled substances and illegal alcohol.

b. Statement of Need

The North Pole Police Department (NPPD) is continually seeking to analyze its efforts and successes to make improvements and enhance a proactive approach to law enforcement. According to data from the US census, the current population of North Pole is approx. 2427(note this has not been updated since 2023). This population doubles during the day due to the presence of multiple public schools, shopping centers, restaurants, and businesses. The number of City and area residents is also projected to continue to increase over the next 3-5 years due to continued expansion of area military bases. Because of this population growth, more serious crimes are on the rise in the City of North Pole. There is also a noticeable increase in the complexity of criminal activity. The criminal element has also been emboldened by ever fluctuating State statute and substantially reduced penalties. This has created a situation that taxes law enforcement's ability to proactively root out criminal behavior and also impacts the area residents.

The ongoing analysis of NPPD cases reveals that, A number of arrests are made on perpetrators that reside outside the City limits of North Pole. This trend will only continue as the population increases. Numerous high-profile drug cases have spotlighted the City of North Pole through the years including some notable examples from 2023. A NPPD Officer in connection with FANT was able to develop a lead regarding drug trafficking in the Fairbanks area. Ultimately this investigation led to the seizure of several kilos of Methamphetamine and almost two kilos of Fentanyl, 10 guns (several used in a crime), and about $7000 in cash. The total value of all the drugs seized is approx. $300,000.00. FANT has worked on several cases of children being targeted for drug sales and several arrests have been made. Over 60 pounds of marijuana and several pounds of shrooms have been seized in 2023. The street value of these drugs are between $60-$100 thousand dollars. Over 35 guns have been seized in connection to these cases and several children have been identified as purchasing drugs from these organized criminals. FANT, with the assistance of USPIS, intercepted almost 15 pounds of cocaine (street value over $600k). FANT has investigated numerous cases with Wright Air of drugs being

smuggled flown into the villages. FANT has conducted several package sorts at FedEx in attempts to intercept drug's mailed into the Fairbanks communities. A large amount of vehicular traffic passes through the City of North Pole on the Richardson Highway, with AADT reporting 12,000 vehicles in 2023 that has increased to 24,600 in 2026. This reflects a substantial upward trend with thousands of new personnel continuing to arrive for support operations at Eielson Air Force Base (EAFB). Property crimes which tend to be fueled by the drug trade continue to fluctuate substantially based on enhanced enforcement activities. Recent stats peak in 2020 with a 25% increase in burglaries occurring between 2022 and 2023. Larcenies were mitigated by 22%.

The increase of drug possession and distribution cases taken in North Pole schools is alarming with a 50% increase in drug cases seen at the Middle School and a 200% increase seen at the High School. The continued proliferation, trafficking, and abuse of dangerous synthetic drugs, and the chronic scourge of methamphetamine, cocaine, heroin, and fentanyl nationwide make it critically important to maintain an aggressive enforcement stance against narcotics. The State of Alaska as a whole continues to see the development of some alarming drug trends. In 2025 they have seized nearly 50 pounds of methamphetamine, cocaine and fentanyl.

NPPD, through calls and service requests made by the Fairbanks Police Department (FPD) and the Alaska State Troopers (AST), serves not only the City proper but the area surrounding North Pole. This area has a population in excess of 27,000 living within a 10-mile radius. These calls for service are a significant drain on patrol resources and have a significant impact on the quality of investigations and apprehension of suspects. The North Pole area, to include the City of North Pole, has already begun to see a population explosion due to the assignment of an F-35 fighter jet squadron to EAFB with military personnel, support staff, and families flooding into the area. A substantial portion of this population is expected to settle in and around the city. NPPD expects the drug and crime rates to continue to increase with the current influx of people.

To help address the needs of the community at large, the City of North Pole authorized the creation of a full-time position with the multi-jurisdictional drug unit in 2008 and has dedicated a Detective to this assignment every year since then. NPPD intends to continue this position indefinitely. NPPD's participation with the FANT has proven highly successful every year. In order to help facilitate this additional position, NPPD is requesting support from the State of Alaska Department of Public Safety pass through JAG sub-grant from Edward Byrne Memorial Justice Assistance Grant (JAG) Program to help fund a portion of the salary and benefits for FY 2026. The continuation of this position greatly enhances the City's ability to meet local law enforcement needs that will impact the criminal elements that impact our area and every community in the State of Alaska.

The goal of this position is to facilitate joint law enforcement and prosecution efforts involving multiple criminal justice agencies across several jurisdictions. These agencies share the common goal of addressing drug enforcement and violent crime problems in and around North Pole, Fairbanks, and other interior Alaskan communities. NPPD wishes to enhance its abilities by fostering better communications, intelligence sharing, and coordinate activities with all Federal, State, and local law enforcement agencies in the State.

NPPD has demonstrated the ability to competently manage an annual budget in excess of $2.2 million and has managed COPS, Homeland Security, Alaska Highway Safety, and JAG grants in the past. NPPD is equipped to handle local, state, and federal grants through an internal record keeping system that is filed within the Department and simultaneously in the City Accountant's Office. Negotiations, awards, contracts, program/progress records/reports, procurements, invoicing, payments, time sheets, and other fiduciary aspects of grant management are in this system.

The City implements internal controls to ensure compliance with applicable laws and regulations related to all its grant-funded programs. The City recognizes grant revenues when qualifying expenditures are incurred. All of this helps the city meet the requirements of grant agreements and

corresponding federal and state laws. The City's accounting system records all costs associated with each of its grants in separate, self-balancing accounts. The accounting records are used as a basis for completing required grant reports. Before posting any results, grant costs are reviewed for reasonableness, allowability, and allocability to each grant project. Grant project accounts are broken into sub-accounts by program element and cost objective. Appropriate documentation is maintained for personnel costs, fringe benefits, travel, purchases of professional services/consultants, materials, supplies and equipment, and other costs. The accounting records are subject to annual independent financial statement and single audit.

The City also has formal procurement procedures to assure that professional services, consultants, equipment, materials, and supplies are obtained on a competitive basis and has procedures to assure that the types of contracts unacceptable to the federal government are not utilized. Quotations are reviewed to assure that the proposed price is reasonable to the contractor, the recipient, and the party providing the funding.

c. Project Activities

NPPD's goals and objectives for this project are to continue to participate in the FANT program by securing funds to augment our budget in FY 2026-27. NPPD's participation in street level drug enforcement and the multijurisdictional task force program will concentrate on enforcement and prosecution of illegal drug and alcohol crimes, particularly drug and alcohol trafficking. NPPD met this goal in FY 2025 by maintaining its participation efforts in FANT.
Continued support of the program currently in place has proven highly beneficial and serves to coordinate NPPD's law enforcement efforts with AST, FPD, University Police, Airport Police, Fort Wainwright Police, EAFB Security Forces, and Federal agencies in a multijurisdictional effort to curb drug, alcohol, and related crimes on a regional and local basis.
The objectives have been met each year. NPPD's current and past FANT Detectives have enhanced cross-jurisdictional information sharing by supplying NPPD's Officers with vital information related to current North Pole cases.

FANT detectives have been a vital link in closing the gap between agencies that has existed for years. NPPD's FANT Detective has been instrumental in facilitating collaboration and increased communication on drug related cases; these cases have also frequently proven to be related to other serious crimes within the City of North Pole.

d. Performance Measure/Evaluation

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

Objective:

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

Performance Measures:

1. Reaffirm the appointment of one NPPD Detective to FANT.
2. Approval of funds in the FY 2026 budget to offset actual costs.

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

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

Objectives:

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

law enforcement.

Performance Measures:

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

3. Data sharing between groups will be evaluated for efficiency.

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

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

Objectives:

1. Facilitate the exposure of underground, illicit drug, and alcohol culture within the Interior of Alaska.

2. Reduce illegal alcohol and/or drug use within the North Pole and Fairbanks area.

Performance Measure:

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

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

Deliverables

- Reaffirm the appointment of NPPD's full time Detective to FANT.

- Plan routine communications from NPPD FANT Detective to NPPD Officers.

- Enforce the current policy and procedures for patrol officers to be required to forward all drug related case information to FANT to help facilitate information sharing, specifically targeting information provided into Alaska Law Enforcement Information Sharing System.

Evaluation

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

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

The Lieutenant will monitor each performance indicator as detailed in the Evaluation and Performance Measures. All activities will be monitored on a regular basis. Evaluation of the project will also occur through the AST FANT Sergeant's progress reports (reports prepared for the Chief, the FANT detective, and the City Accountant).

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

PROJECT REVIEW

This form is to be completed only by agencies that were awarded FFY22 JAG grants for the previous years from the Alaska Department of Public Safety.

APPLICANT AGENCY NAME: City of North Pole

PROGRAM: FFY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

PROJECT TITLE: Statewide Multi-Jurisdictional Task Force Program

PROJECT SUMMARY: Please provide an overview of your accomplishments under the FFY22 JAG award.

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

Throughout 2022, 2023, 2024 and 2025 the North Pole Police Department remained committed to working with our Federal, State, and local partners to help combat criminal enterprises which are fixated on the importation and trafficking of illicit drugs and alcohol. The goal of this project was to decrease the harm that illicit drugs and alcohol cause to the residents of Alaska.

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

Alaska Department of Public Safety
Division of Administrative Services, Grants Office
PERSONNEL BUDGET DETAIL

PERSONNEL - List each position by title and name of employee if available. Show the monthly salary amount, number of months, and percentage of time to be devoted to the project. Compensataion paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

POSITION TITLE/NAME	MONTHLY AMOUNT	QTY	% TIME	TOTAL
FANT Detective / Benjamin Wages (regular wages)	$10,332.00	12	100%	$123,988.00
FANT Detective / Benjamin Wages (overtime wages)				
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL	**$ 123,988.00**

FRINGE BENEFITS - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

POSITION TITLE/NAME	MONTHLY AMOUNT	QTY	% TIME	TOTAL
Detective Wages (PERS)	$ 2,273	12	100%	$27,277.00
Detective Wages (Medicare)	$ 149	12	100%	$ 1,797
Detective Wages (Health Insurance)	$ 1,950	12	100%	$ 23,400
Detective Wages (Workers Comp)	$ 546	12	100%	$ 6,558
				$ -
			SUBTOTAL	**$ 59,032.00**

TOTAL **$ 183,020.00**

Itemized Budget Detail

The following Budget Detail is based on actual cost and overtime estimates for FY2025. All figures are based on full time devotion of one Detective to the FANT position. All figures are rounded to the nearest whole dollar.

Personnel- Lists the projected costs for FANT Detective Wages' salary range and projected overtime costs for FY 2025.

Regular salary costs are projected to be $123,988.00. This cost is based on the hourly rate of $59.61 multiplied by the 2080 total hours worked each year. ($10,332.40) multiplied by 12 months equals approximately $123,988.00 in salary per calendar year rounded to the nearest whole dollar. These expenses include vacation accrual, which will be billed at the time it is used as a salary expense.

The total cost estimate for salary is $123,988.00, as shown on the following table:

Salary Costs:	$123,988.00
Overtime Costs:	$0.00
Total	**$123,988.00**

Fringe Benefits- Lists the projected costs for benefits outside of regular salary and overtime. This includes retirement costs, taxes, health insurance, and worker's compensation.

Retirement costs are projected based on the standard Public Employees Retirement System (PERS) rate of 22%. Based on projected annual earnings, the retirement costs are projected to be $27,277.00 ($123,988.00 x 22% = $27,277.36 rounded down to $27,277.00).

Medicare costs are projected based on the standard rate of 1.45% of gross earnings. Medicare costs are projected to be $1,797.00($123,988.00 x 1.45% = $1,797.82, rounded down to $1,797.00).

Health insurance costs are based on established costs for the City of North Pole

employee health insurance plan for an employee and/or family plan. These costs are set at $900.00 per 2-week pay period. The projected health insurance costs are projected to be $23,400.00 (26 pay periods x $900.00 = $23,400.00).

Worker's Compensation rate is based on the standard rate of 5.29% of gross earnings. Worker's Compensation costs are projected to be $6,558.00 ($123,988 x 5.29% = $6,558.96, rounded down to $6,558.00).

The total cost of Fringe Benefits is projected to be $59,032.00 as shown on the following table:

PERS:	$27,277.00
Medicare:	$ 1,797.00
Health Insurance:	$23,400.00
Worker's Compensation:	$ 6,558.00
Total	**$59,032.00**

The total cost of Personnel and Fringe Benefits combined is estimated to be $183,020.00 as shown on the following table:

Personnel Costs:	$ 123,988.00
Fringe Benefits Costs:	$ 59,032.00
Total	**$183,020.00**

Budget Summary

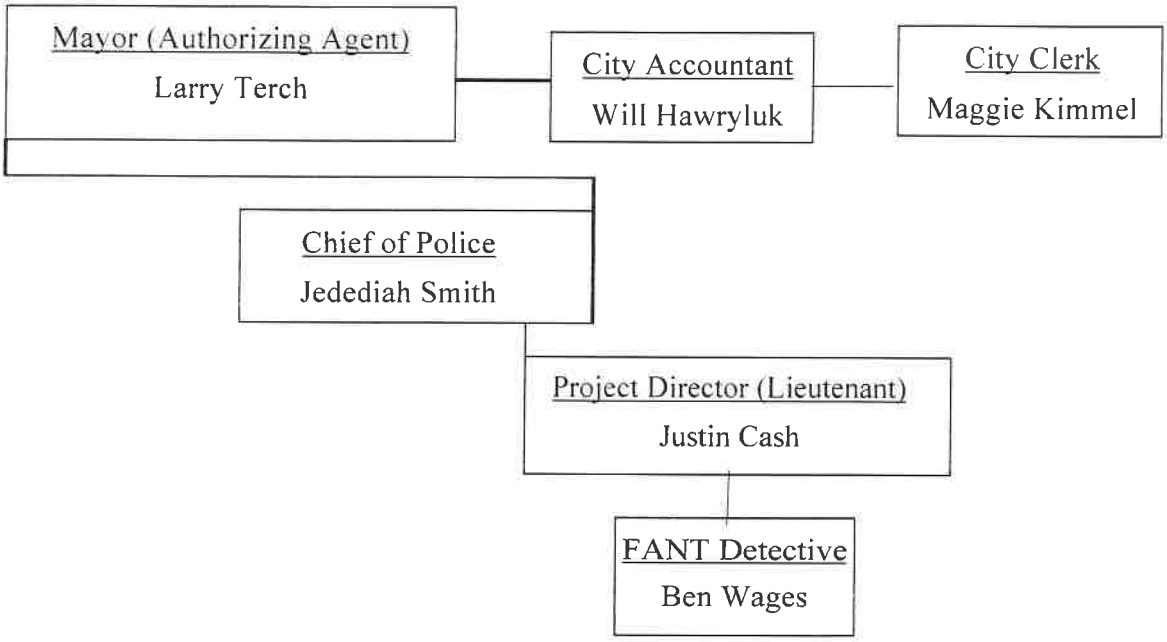
In summary, the wage increases from FY 2025 to FY 2026 is directly related to COLA increase for NPPD employees. The Personnel cost, including overtime, for FANT Detective Wages is projected to be $123,988.00. The Fringe Benefits cost is projected to be $59,032.00.

Budget

The combined total is $183,020.00. Therefore, the grant amount requested for FY 2025 is $183,020.00

Personnel	$ 123,988.00
Fringe Benefits	$ 59,032.00
Total Direct Costs	$183,020.00
Total Project Costs	$183,020.00
Federal Request	$183,020.00
Non-Federal Amount	$ 0.00

Applicant Agency Description



Project Personnel

The Authorizing Person for this project will be Mayor Larry Terch, who has been in office for approximately one year as the Chief Executive of the City of North Pole.

Jedediah Smith is the Chief of Police for the City of North Pole. Chief Smith has served in his current position since May 2025 and oversees 17 Officers and staff. including a minimum of two major personnel grants per year. Chief Smith will contribute up to 1 hour per month to the project toinclude oversight, report reviews, meetings with the North Pole Police Department Lieutenant and Alaska State Trooper FANT Sergeant, payroll, and budget reviews with the City Accountant.

Lieutenant Justin Cash directly supervises all personnel in the North Pole Police Department. He will serve as the Project Director and will assist the FANT Detective in coordinating flow of information between the FANT Detective and other appropriate personnel. Lieutenant Cash will contribute approximately 15 hours per quarter to assist with the success of the project.

The FANT Detective will be Benjamin Wages, who has served in this role for approximately three years. Detective Wages will contribute 100% of his time to the project, as he is the only full-time staff associated with the funding.

The City Accountant is Will Hawryluk, who will oversee audit and financing for the project; these tasks will include payroll, fringe benefits calculations, and audits.
Maggie Kimmel is the City Clerk; she may contribute some time to the success of the project, but this is limited to Human Resource and other related matters.

INFORMATION REGARDING COMMUNICATION WITH THE DEPARTMENT OF HOMELAND SECURITY (DHS) AND/OR IMIGRATION AND CUSTOMERS ENFORCEMENT (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

1) Does your jurisdiction have any laws, policies, or practices related to whether, when or how employees may communicate with DHS or ICE?
Select: YES or NO

2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in questions 1?
Select: YES or NO

3) **If yes to either,** please provide the following:

- Copy of each law or policy;
- Describe each practice; and,
- Explain how the law, policy, or practice complies with section 1373

DISLCOSURE OF PENDING APPLICATIONS

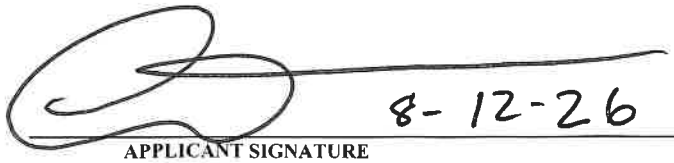
Each applicant is required to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover identical cost items outlined in the budget submitted to the Department of Public Safety (DPS) as part of the application under this solicitation. The applicant is required to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward (subgrant) federal funds).

DPS seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to complete page 2 of this attachment.

Any applicant that does not have any pending applications as described above, must certify by signing below:

I certify that, City of North Pole does not have any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to DPS and that would cover identical cost items outlined in the budget submitted as part of this application.



8-12-26 8-12-2026

APPLICANT SIGNATURE DATE

Each applicant that has one or more pending applications as described is to provide the following information about each pending application submitted within the last 12 months:

- The federal or state funding agency.
- The solicitation name/project name.
- The point of contact information at the applicable federal or state funding agency.

1.

- _____
- _____
- _____

2.

- _____
- _____
- _____

3.

- _____
- _____
- _____

4.

- _____
- _____
- _____

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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

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

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

U.S. DEPARTMENT OF JUSTICE

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

3. FEDERAL TAXES

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

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

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

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

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

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

STATE OF ALASKA
Department of Public Safety
Division of Administrative Services
Grant Administration Office

Certifications

I, (name) Larry Fenn III, certify that I am authorized to enter into a subaward agreement for my organization and that I have read and agree to the U.S. Department of Justice Certified Standard Assurances and the U.S. Department of Justice Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements as part of the FFY24 JAG subaward application to State of Alaska Department of Public Safety.

Title: Mayor - City of North Pole

Signature: [signature] 8-12-2026 Date: 8-12-2026

Subgrantee/Jurisdiction Signatory Authority

Obligating Award Document

The grant Obligating Award Document requires the identification of three (3) separate individuals and their positions; Project Manager, Chief Financial Officer, and Signatory Official and original signatures from the Project Manager, Chief Financial Officer and the Signatory Official. The signatory official's shall be:

- Project Manager; The individual that has the overall responsibility for implementation of the grant project(s).
- Chief Financial Officer; The individual that has final fiscal responsibility and authority for the jurisdiction. (Examples: Financial Officer, Controller, Comptroller, Finance Chief, Financial Manager, etc.)
- Signatory Official; The individual that has final executive authority and responsibility for the jurisdiction. (Examples; Mayor, City Manager)

The signatory officials on the Obligating Award Document and amendments can not be delegated. Changes to these individuals may require an amendment to the original document.

Quarterly Progress Reports

Both the Narrative and Financial Progress Reports require two (2) signatures to ensure appropriate responsibility and accountability for project activities and expenditures.

Required signatures on the Narrative Progress Report:

- Project Manager
- Signatory Official

Required signatures on the Financial Progress Report

- Project Manager
- Chief Financial Officer

Delegation of Signatory Authority

The Chief Financial Officer, Signatory Official, and the Project Manager may delegate signature authority to another individual(s) (delegate) for the Narrative and Financial Progress Reports only. The jurisdiction must submit the Signatory Authority Form upon acceptance of the Obligating Award Document. No changes to this document will be accepted without prior written request and approval from DHS&EM. The jurisdiction must be in compliance with the following:

- The delegate(s) for the Chief Financial Officer or the Signatory Official cannot be the Project Manager nor can the delegate(s) be subordinate to the Project Manager.

- DHS&EM will maintain a copy of the delegation request on file and will apply it to the appropriate grant report. If the delegation letter is not on file, the report will be returned to the jurisdiction.

- DHS&EM reserves the right to accept and authorize the delegation of signatory authority for all grants identified for that jurisdiction.

Equipment Inventory Manager

When a subrecipient has purchased equipment ($5,000.00 or more or highly pilferable) items through grants with DHS&EM (federal or state funds), the jurisdiction must report on those items annually whether they have a current grant or not. The Equipment Inventory Manager is the designated contact for DHS&EM to coordinate with.

Signatory Authority Form

Grant Program(s): JAG Grant Program		**Effective Date**	7/1/2025
UEI #	WFLFBAZG5SN9	**Tax ID#**	92-6001585
Name of Applicant (Jurisdiction):	City of North Pole		

Signatory Information

Project Manager, Chief Financial Officer, and Signatory Official must be three (3) different individuals.

	Primary Signatories: Grant Award/Amendments and Quarterly Grant Reports	*Primary Delegations: Quarterly Financial and Narrative Grant Reports (only)*	*Secondary Delegations: Quarterly Financial and Narrative Grant Reports (only)*
Project Manager Name *Individual who will manage project*	Jed Smith	Justin Cash	
Project Manager Address City, State Zip	125 Snowman Ln, North Pole, AK 99705	125 Snowman Ln North Pole, AK 99705	
Project Manager Telephone	907-488-8469	907-488-8459	
Project Manager Email	JSmith@northpolepoliceak.gov	JCash@northpolepoliceak.gov	
Chief Financial Officer Name *Highest level financial officer, authorized to certify financial expenditures and records*	Will Hawryluk	Michelle Peede	
Chief Financial Officer Address City, State Zip	125 Snowman Ln North Pole, AK 99705	125 Snowman Ln North Pole, AK 99705	
Chief Financial Officer Telephone	907-488-8594	907-488-8540	
Chief Financial Officer Email	WHawryluk@northpoleak.gov	MPeede@northpoleak.gov	
Signatory Official Name *Jurisdiction's Chief Executive Governing Official*	Larry Terch III	Benjamin Williams Jr	
Signatory Official Address City, State Zip	125 Snowman Ln North Pole, AK 99705	125 Snowman Ln North Pole, AK 99705	
Signatory Official Telephone	907-488-8584	907-488-8584	
Signatory Official Email	LTerch@northpoleak.gov	BWilliams@northpoleak.gov	

Grant Correspondence such as award documents and payment notifications will be sent to primary delegates. If you would like additional contacts cc'd in the email please list them below and provide email address if not listed above.

Signatures**

***Signature required by each of the above named individuals.*

Project Manager	*Primary Signatory*	*Primary Delegate*	*Secondary Delegate*
Chief Financial Officer	*Primary Signatory*	*Primary Delegate*	*Secondary Delegate*
Signatory Official	4-16-2026 *Primary Signatory*	*Primary Delegate*	*Secondary Delegate*

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	ALASKA DEPARTMENT OF PUBLIC SAFETY 5700 E TUDOR RD
City, State and Zip:	ANCHORAGE, AK 99507
Recipient UEI:	MH7AGN4NKNN5

Project Title: FFY25 Alaska JAG Statewide Multijurisdictional Task Force Program	**Award Number:** 15PBJA-25-GG-02378-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula	
Federal Award Amount: $946,618.00	**Federal Award Date:** 7/13/26
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Award Type:** Initial **Funding Instrument Type:** Grant	
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/28

Project Description:

The Alaska Department of Public Safety proposes to enhance statewide drug interdiction and enforcement through the Statewide Drug Enforcement Unit (SDEU) in coordination with Alaska High Intensity Drug Trafficking Area (HIDTA) initiatives. This project addresses the continued influx of illicit drugs, including methamphetamine, fentanyl, and cocaine, which contribute to Alaska's disproportionately high rates of violent crime and substance abuse. The project will take place statewide, including urban and rural communities that face unique challenges due to geographic isolation and limited law enforcement resources. The populations served include residents impacted by drug trafficking, substance abuse, and related violent crime.

The purpose of this project is to disrupt and dismantle drug trafficking organizations through intelligence-led investigations, coordinated task force operations, and targeted interdiction efforts. Funding will support investigative personnel and infrastructure improvements. Activities will include surveillance, search warrant service, interdiction of drugs transported via air cargo and parcel systems, and collaboration with federal, state, and local partners.

This project will reduce the availability of illicit drugs, improve public safety outcomes, and strengthen coordination among law enforcement agencies statewide.

Award Letter

July 13, 2026

Dear Dianna Thornton,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ALASKA DEPARTMENT OF PUBLIC SAFETY for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula. The approved award amount is $946,618.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ

recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
ALASKA DEPARTMENT OF PUBLIC SAFETY

UEI
MH7AGN4NKNN5

Street 1
5700 E TUDOR RD

Street 2

City
ANCHORAGE

State/U.S. Territory
Alaska

Zip/Postal Code
99507

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/13/26

Award Type
Initial

Award Number
15PBJA-25-GG-02378-JAGX

Supplement Number
00

Federal Award Amount
$946,618.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[X] *I have read and understand the information presented in this section of the Federal Award Instrument*.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14610156

Grant Manager Name
Dara Schulman

Phone Number
202-598-7427

E-mail Address
Dara.Schulman@usdoj.gov

Project Title
FFY25 Alaska JAG Statewide Multijurisdictional Task Force Program

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description

The Alaska Department of Public Safety proposes to enhance statewide drug interdiction and enforcement through the Statewide Drug Enforcement Unit (SDEU) in coordination with Alaska High Intensity Drug Trafficking Area (HIDTA) initiatives. This project addresses the continued influx of illicit drugs, including methamphetamine, fentanyl, and cocaine, which contribute to Alaska's disproportionately high rates of violent crime and substance abuse. The project will take place statewide, including urban and rural communities that face unique challenges due to geographic isolation and limited law enforcement resources. The populations served include residents impacted by drug trafficking, substance abuse, and related violent crime.

The purpose of this project is to disrupt and dismantle drug trafficking organizations through intelligence-led investigations, coordinated task force operations, and targeted interdiction efforts. Funding will support investigative personnel and infrastructure improvements. Activities will include surveillance, search warrant service, interdiction of drugs transported via air cargo and parcel systems, and collaboration with federal, state, and local partners.

This project will reduce the availability of illicit drugs, improve public safety outcomes, and strengthen coordination among law enforcement agencies statewide.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal

authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part

200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for

purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional

Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the

time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
The recipient must comply with any and all applicable Death in Custody Reporting Act requirements, including reporting information regarding the death of any person in the state who is either detained, under arrest, in the process of being arrested, en route to be incarcerated, or is incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted out by the state, or any state or local contract facility, or other local or state correctional facility (including any juvenile facility). Such DCRA data must be reported to BJA on a quarterly basis.

Condition 51
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present

evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 52
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 53
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 54
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 55
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology

usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 56
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 57
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 58
SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that the recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than six months after the date of acceptance of this award.

Condition 59
The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 60
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public

disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 61
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding

immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.
A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 62
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 63
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere with statutory law enforcement access to correctional facilities.
Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. For purposes of this condition:
(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)
(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).
(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.
(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or
(b) has the effect of preventing or of significantly delaying or complicating.
(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/13/26 9:54 AM

Authorized Representative

[X] Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Administrative Services Director

Name of Authorized Entity Official
Dianna Thornton

Signed Date And Time
7/21/2026 1:50 PM

City of North Pole
City Council
Main: 907-488-8583

MEMORANDUM

TO: North Pole City Council

FROM: Council Members Rolfe, Schuster, and Mayor Terch

DATE: October 9, 2026

SUBJECT: Moving the scheduled December 7, 2026 Regular City Council Meeting to allow for participation in AAMC and AML

To allow for professional participation for the City of North Pole Clerk's at the Alaska Association of Municipal Clerk's Conference and for Council Member's to attend Newly Elected Officials Training, the December 7, 2026, Regular City Council Meeting shall be moved to Tuesday, December 1, 2026.

The City Clerk shall notice the change of meeting on the City's website upon certification of this memo. The notice shall provide adequate notice of change of meeting time and place for citizens. The prior agenda publication date of November 20, 2026, shall remain the same.

Your confirmation of this memorandum is respectfully requested

Sponsored by: Mayor Larry Terch III
Introduced: 10/19/2026

CITY OF NORTH POLE
RESOLUTION 2026-20

A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS' AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS

WHEREAS, In order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

WHEREAS, There is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

WHEREAS, It is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

Larry Terch III _____

Derrick Ball _____

David Skipps _____

Santa Claus _____

Thomas McGhee _____

Jordan Schuster _____

Sandra Rolfe _____

Aubrey Barnett _____

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 19th day of October 2026

_____
Mayor Larry Terch III

ATTEST:

_____
Derrick Ball
City Clerk

Yes:
No: