



CITY OF NORTH POLE
Regular Meeting
June 17, 2024
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, June 17, 2024
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Emily Braniff, CMC
907-488-8583

COUNCIL MEMBERS

Chandra Clack – Mayor Pro Tem
Anton Keller – Deputy Mayor Pro Tem
Larry Terch – Alt. Deputy Mayor Pro Tem
Jeffrey Jacobson
Benny Williams
David Skipps

907-460-3767
907-987-2548
907-378-9233
907-460-7733
907-388-5911
907-750-5106

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda
5. Approval of the Minutes from 6/3/2024
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
9. Communications from Department Heads and Borough Representative
10. Ongoing Projects Report
11. Unfinished Business
12. New Business
 - a. CyberSecurity Risk Assessment EMW-2022-CY-00038-SOI, State Grant 2022LSCGP-GY22 – Sole Source Council Bid Acceptance
13. Council Comments

14. Executive Session

- a. Procurement Performance
- b. Reports Received by Work Shield

15. Adjournment



**Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, June 3, 2024, in the North Pole City Hall Council Chambers.

CALL TO ORDER/ROLL CALL

Mayor Michael Welch called the regular City Council meeting of Monday, June 3, 2024, to order at 7:08 p.m.

Present:

Mayor Welch
Chandra Clack – Mayor Pro Tem
Anton Keller – Deputy Mayor Pro Tem
Larry Terch – Alt. Deputy Mayor Pro Tem
Benny Williams
David Skipps
Jeffrey Jacobson

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by City Clerk Emily Braniff

INVOCATION

Given by Mr. Terch

APPROVAL OF AGENDA

Mr. Jacobson *moved to approve* the agenda of June 3, 2024

Seconded by Mr. Williams

Mr. Terch *moved to amend* the agenda to move item Liquor License Renewal – License #778 Oaken Keg Package Store, 301 N. Santa Claus Lane

Seconded by Mr. Williams

UNFINISHED BUSINESS

NEW BUSINESS

- a. Resolution 2024-05 A Resolution Supporting Grant Application for City of North Pole Fire Station
- b. Resolution 2024-06 A Resolution of the North Pole City Council Establishing the Rate of Tax Levy

Minutes

for 2024 Real Property Taxes of the City of North Pole

- c. Report to Council – Administrative Budget Amendment Street Light Maintenance \$50,500
- d. Liquor License Renewal – License #778 Oaken Keg Package Store, 301 N. Santa Claus Lane
- e. Request to Council –SHSP Grant EMW-2023-SS-00037-SOI (State Grant: 23SHSP-GY23) – Council Sole Source Bid Acceptance (Physical Security and SCADA Assessment)

On the Agenda, as Amended

DISCUSSION

None

PASSED

Yes: Keller, Skipps, Clack, Jacobson, Terch, Williams, Welch

No: 0

Absent: 0

On the Agenda

DISCUSSION

None

PASSED

Yes: Clack, Williams, Skipps, Terch, Jacobson, Keller, Welch

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. Terch *moved to approve* the minutes for the May 20, 2024, meeting.

Seconded *by* Mr. Keller

On the Minutes

DISCUSSION

Clerical correction to meeting date

PASSED

Yes: Clack, Keller, Jacobson, Skipps, Williams, Terch Welch

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- Presentation of Polaris Building Tree by Jomo Stewart from Fairbanks Economic Development Committee

Jomo Stewart introduced himself as the President of the Fairbanks Economic Development Committee and spoke to some of the events that have been happening in the community over the summer. Mr. Stewart presented Mayor Welch and the City Council with a tree that he rescued from the top of the Polaris Building to beautify City Hall with.

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Mayor Welch spoke about attending the Governors Sustainability Conference, he shared that he met with environmental activists, and he learned a lot.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. Jacobson asked Mayor Welch about the meeting on June 6th. Mayor Welch stated the principal partners that would be involved in Combined Heat and Power will be here at 6:00 p.m. He stated Golden Valley, Minto Development, people that have been involved with Combined Heat and Power since 2018 and they will discuss the direction of the project. He shared former Mayor Doug Issacson will be there via Zoom. Ms. Braniff stated she has no information about the meeting, no paperwork to share for content with the public. Mayor Welch stated our voices will carry enough; Ms. Braniff shared meeting notice requirements need to be met to hold a public meeting. Ms. Braniff reported she understood the meeting was cancelled; Mayor Welch stated it would have been cancelled if he had not received the checklist but now, he has the checklist so the meeting will go on. Ms. Braniff stated if the audio system needed to be used the meeting would need to be posted for community notice and the content of the meeting needed to be shared.

Mr. Jacobson stated he was at the Staff Meeting when Mayor Welch cancelled the meeting so he has now made alternative plans and will not be attending. Mr. Jacobson stated he had not seen the checklist, Mayor Welch asked Mr. Wallace to send the checklist to Mr. Jacobson. Ms. Braniff stated she has no information on combined heat and power. Ms. Braniff reminded the city needs to advertise that there will be a meeting, the content of the meeting needs to be published it is our obligation to share that information with the public. Mayor Welch stated the problem is that many of the players do not work for the city and so all of the information is not readily available. Ms. Clack stated she had seen the checklist. Ms. Braniff asked everyone to understand that we need to notice if the meeting is going to happen and asked Mayor Welch, will there be a meeting? Mayor Welch asked if citizens should be coming to the meeting since it is financially sensitive. Mr. Jacobson and Mr. Keller shared that citizens are welcome to come as it is not an Executive Session. Mr. Keller asked Ms. Braniff what content she would need to advertise for the meeting, Ms. Braniff again asked if they're going to be a meeting? Mayor Welch said there will be a meeting and it will be a Work Session and it will start at 6:00 p.m. GVEA wants to be here Minto wants to be here, Ms. Braniff started for the record the way that this meeting is being handled is not making her comfortable because she has zero content about combined heat and power, and we have public notice requirements about public meetings.

Ms. Clack asked if Mr. Wallace will be presenting a new power point or will it be the same content that they have seen in the past, Mr. Wallace said there is a bit of an update but that it is very similar to the content they have previously seen. Mayor Welch asked Mr. Wallace to send the information to the Council and Clerk.

Mr. Jacobson asked if the point of the meeting is informational, Mayor Welch stated it is to get all of the players together to talk about whether the city would be a limited liability company and benefit from the project. Mayor Welch said the program would allow free heat to be used to heat all of the buildings owned by the City of North Pole.

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

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE

Minutes

Chief Financial Officer, Tricia Fogarty

Ms. Fogarty stated she was at Conference during the last meeting but now that she is back, they are working hard on finalizing the audit. Mayor Welch thanked Ms. Fogarty and her staff for getting payroll processed when they were away, Ms. Fogarty thanked Ms. Braniff for helping from North Pole to get payroll completed.

Mr. Terch asked how the audit is going, Ms. Fogarty stated it is going well but the auditors are new to working with the city so they have a lot of questions, so it is taking a little extra time.

Mr. Jacobson asked if the audit would include the Medicaid reimbursement, Ms. Fogarty said yes. Ms. Clack asked about purchasing issues, Ms. Fogarty stated there is one example on the agenda tonight. Ms. Clack stated the importance of not hiding things from the public.

Fire Department, Chief Chad Heineken

Chief Heineken reported fire hydrant testing would be taking place June 10 through 21 and reminded everyone to be safe while driving since the testing will be on the roadside. Chief Heineken stated fire danger time is approaching and warned everyone to use caution when having a controlled burn and to always get a burn permit through the Alaska State Forestry Website.

Mr. Keller asked if the North Pole Fire Department responded to the car accident that took the life of a child over the week, Chief Heineken reported his crew was on the call.

City Services, Danny Wallace

Mr. Wallace stated he has many meetings coming up relating to grants and grant management. Mr. Wallace reported three employees have passed the CDL training and are now able to operate heavy equipment. Mr. Wallace reported the Public Works Department has a full summer crew staff with lots of projects to keep them busy during the summer. Mr. Wallace reported all the candy cane lights are painted and the project is almost complete they are just checking the electrical on the lights that were reinstalled. Mr. Wallace reported building permits are being issued and Three Bears is starting to show major progress. Mr. Wallace stated the middle school mural is complete and it looks nice if anyone wanted to check it out.

Mayor Welch reported he was happy to see new clean flags up and down 5th Avenue and that he is glad they will look great for the fourth of July.

Ms. Clack asked Mr. Wallace if she could attend the meetings he spoke of, he stated the meeting with he Fairbanks North Star Borough is more of a staff level meeting but that he would invite her to the others.

City Clerk, Emily Braniff

Ms. Braniff stated she is working on building new Council member packets for the upcoming election. She reported Maggie Kimmel the Deputy City Clerk/HR Administrator is down at Professional Development in Tacoma bettering her understanding of the Role of the Clerk. Ms. Braniff mentioned her keys went missing from her officer and asked for a continued conversation about the security of the Clerk's Department.

Borough Representative:

ON GOING PROJECTS:

NEW BUSINESS:

- Resolution 2024-05 A Resolution Supporting Grant Application for City of North Pole Fire Station

Mr. Terch *moved to approve* Resolution 2024-05 A Resolution Supporting Grant Application for City of North Pole Fire Station

Seconded by Mr. Williams

On the Resolution

Discussion

PASSED

Yes: Terch, Clack, Skipps, Jacobson, Williams, Keller, Welch

No: 0

Absent: 0

- Resolution 2024-06 A Resolution of the North Pole City Council Establishing the Rate of Tax Levy for 2024 Real Property Taxes of the City of North Pole

Mr. Keller *moved to approve* Resolution 2024-06 A Resolution of the North Pole City Council Establishing the Rate of Tax Levy for 2024 Real Property Taxes of the City of North Pole

Seconded by Mr. Skipps

On the Resolution

Discussion

PASSED

Yes: Terch, Skipps, Williams, Jacobson, Keller, Clack, Welch

No: 0

Absent: 0

- Report to Council – Administrative Budget Amendment Street Light Maintenance \$50,500

Ms. Fogarty reported this is a budget amendment that she is required to report it to the Council and that she is available for any questions. Mr. Terch asked where the money in the budget would come from, Ms. Fogarty reported from street maintenance.

Mr. Jacobson asked if street maintenance included snow removal, Ms. Fogarty reported that is a different line item.

Mr. Terch asked why he overbudgeted so much for street maintenance and if there were other overages in the budget that are not necessary.

Mayor Welch stated he sets the budget in collaboration with each Department Head. Mayor Welch stated the

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city was given a really good deal for the work on this project.

Mr. Terch said he would like to see proper road repairs and not band aids with beautiful expensive candy cane lights.

Mayor Welch stated the street light painting and labor it does not happen that often, materials and inflation have driven the cost up.

Mr. Keller asked what the definition of "The City" was in the contract document for Graham Construction, Mayor Welch stated the City is the Council. Mr. Keller asked why the contract was not brought back to the Council when it was so far over budget. Mr. Keller stated getting a quote for poles that are not correctly measured is shame on us but who approved the additional charges? Mayor Welch stated he was not at work to sign the documents, so he did not know who authorized it. Mr. Wallace stated he can confirm the Mayor signed the addendums. Mr. Keller said the dollar amount was over \$50,000 and it should have come back to Council for approval. Mr. Keller stated the city is putting the cart before the horse and it is going to bite us because we are not following our own Code. Mr. Keller asked what the course of action is going forward to assure that this issue never happens again. Mayor Welch asked Mr. Wallace if anyone else bid on the candy cane lights; Mr. Wallace reported it was such specialized work that he could not get anyone else to bid on the work. Mr. Keller stated the Council had the right to decide if they proceeded with the project because that is the right thing to do so we do not end up in the newspaper.

Ms. Clack stated she heard nobody else bid on project but that it was the first time she heard that it went to bid, Mr. Wallace stated the only people that reached out were Graham Construction and they provided a quote for the project.

Mr. Jacobson asked how he contacted other businesses about the contract, Mr. Wallace said he thinks he made phone calls to other general contractors but that only Graham returned interested.

Mr. Terch stated in the future he would like to get the signed copy of the contract and that he is concerned about the addendums not being dated and that now we are so overbudget because things were not done right.

Ms. Braniff asked if a vote needed to be taken on the item, the agenda item was for information purposes only.

Mr. Terch asked that in the future spending limits must be respected and that it is not the first time that the Council has had to have this discussion with Mr. Wallace.

Mr. Wallace assured the Council that no street services would suffer as a result of this memo reported by the Finance folks. Mr. Wallace stated he does need to conform to requirement but there was no malfeasance and at no time did he act outside of what he perceived as the border of his responsibilities. Mr. Wallace stated the lawyer reviewed the contract initially and that actions were made only to do things for the city. Mr. Terch stated \$48,000 is close to the Competitive Sealed Bid code and in the future to pay more attention to the Code. Mr. Keller asked who approved the amount because it is over the amount the mayor can sign for, Mayor Welch stated maybe someone used a stamp for his signature. Mr. Keller stated three weeks after Council approved the \$48,000 in August, in September the contract jumped to \$72,000 above Code requirements.

Mayor Welch instructed Mr. Keller to temper his voice, Mr. Keller stated the issue is if someone is fraudulently signing your name there is a bigger problem at hand.

Mayor Welch stated possibly he signed it when he was still having problems related to his three concussions, Mr. Keller shared his concern for Mayor Welch not knowing that he signed something that has such a financial impact on the city. Mayor Welch stated maybe that does look like his signature after all.

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Mr. Terch called a point of order and asked Mr. Wallace to go get the original contract from his records. Mr. Wallace stated he does not have access to them at this time as they may be in archives, but he shared that on his honor it is Mayor Welch's signature and that he signed it in front of him. Mr. Wallace stated it happened legally when he was on the clock at City Hall, Mr. Wallace swore Mayor Welch signed them in his presence. Mr. Terch stated the amount is above the amount allowed to be signed for and he should not have signed for it anyway.

Mayor Welch stated he only has a \$24,000 signing authority, Mr. Terch asked if you know that why did you sign the contract. Mayor Welch reported he did not know why he signed it.

Mr. Keller stated \$48,000 plus \$24,000 Mayor's spending limit is \$72,000 which is the amount of the first contract, that it appears the balance of his spending limit was tacked on to the non-Council approved contract.

- Request to Council –SHSP Grant EMW-2023-SS-00037-SOI (State Grant: 23SHSP-GY23) – Council Sole Source Bid Acceptance (Physical Security and SCADA Assessment)

On the Request to Council

Discussion

PASSED

Yes: Skippis, Williams, Terch, Keller, Clack, Jacobson, Welch

No: 0

Absent: 0

COUNCIL MEMBER COMMENTS:

Mr. Skippis stated he had nothing to report.

Mr. Jacobson stated he had nothing to report.

Mr. Williams stated he would like to see the City follow its own Code so the auditors do not come after us, Mr. Williams stated following the rules across the board is the only way to go. Mr. Williams reminded everyone to treat people the way they themselves would like to be treated.

Mr. Terch thanked Ms. Braniff for keeping the Council on track and thanked the North Pole Middle students for painting the old Utility building.

Mr. Keller asked everyone to enjoy the weather and be safe out there.

Ms. Clack wished everyone a wonderful week.

Mayor Welch spoke to a letter he received from Department of Transportation about sign placement for political candidates. Mayor Welch stated the Sustainability Conference was robust and that he was happy to have attended.

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June 3, 2024

NOT A VERBATIM TRANSCRIPT

ADJOURNMENT

Mr. Skipps *moved* to adjourn.

Seconded *by* Mr. Terch

The regular meeting of Monday, June 3, 2024, adjourned at 8:47 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, June 17, 2024.

ATTEST:

Emily Braniff, CMC
City Clerk

125 Snowman Lane
North Pole, Alaska 99705
(907) 488-8593
(907) 488-3002 (fax)
rwallace@northpolealaska.org

City of North Pole
Director of City Services

Memo

To: City Council
From: City Services

Date: June 17, 2024

Subject: CyberSecurity Risk Assessment EMW-2022-CY-00038-SO1, State Grant
2022SLCGP-GY22 - Sole Source Council Bid Acceptance

City Council:

City Services received a \$31,460 grant award as part of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) / 22SLCGP-GY22 from the Alaska Division of Homeland Security and Emergency Management. This grant is designated to provide support to local governments in managing and reducing systemic cybersecurity risks. In determining the best firm to conduct this assessment, we initially explored Respec, LLC, but opted to explore other options. The Alaska Municipal League (AML) conducted a vendor assessment for many local governments and recommended using Structured Communication Systems for municipalities similar to the City of North Pole. AML assessed four firms and selected Structured, based on a technical review, interview, and price/fee information. See attached email from AML's Executive Director (Nils Andreasen) with additional information.

Given this recommendation, the City requested that the State approve this sole source vendor using grant funds to allow Structured to conduct our Cybersecurity Risk Assessment. We did this via the Procurement Method Report (PMR), which is enclosed. The request was approved.

The vulnerability assessment by Structured will be based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework and NIST 800-30. For the City of North Pole, this will include the following:

- Interviews with key IT and security staff members
- Review of policy, procedures, and operations
- Identification of assets, threats, and vulnerabilities
- Inventory of risk and existing controls
- Risk calculation and prioritization
- External penetration testing
- Recommended treatment including cost versus risk

The overall risk assessment may result in additional changes or grant applications for enhanced assistance to include policy or IT infrastructure changes.

Given the consistent cybersecurity threats to all government systems, this grant funded assessment is a prudent step to ensure we are doing everything possible to mitigate these risks.

We recommend that the council accept this sole source procurement proposal and allow us to formally move forward to have Structured Communications conduct this cybersecurity risk assessment for the City of North Pole.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Wallace", with a long horizontal flourish extending to the right.

Robert (Danny) Wallace
Director of City Services
City of North Pole



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
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ready.alaska.gov

March 4, 2024

The Honorable Michael Welch, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2022 State and Local Cybersecurity Grant Program, EMW-2022-CY-00038-S01
State Grant No.: 22SLCGP-GY22

Mayor Welch:

We received funds from the U.S. Department of Homeland Security under the 2022 State and Local Cybersecurity Grant Program (SLCGP). We are pleased to award the City of North Pole the amount of \$31,460.00 under this grant. Funding from this program is provided to support state, local and territorial governments in managing and reducing systemic cyber risk.

As a reminder, all procurement transactions must be conducted in a manner that provides full and open competition. To ensure this, we require a Procurement Method Report with every expense (except for local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant. Preapprovals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep the hard copy for your records.

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website: <http://ready.alaska.gov/Grants/OurDocs>.

If signatory points of contact have changed since the submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

Mayor Welch
March 4, 2024
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If you have any questions, please get in touch with the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at mva.grants@alaska.gov.

Sincerely,



William A. Dennis
Administrative Operations Manager

Enclosure(s): Obligating Award Document
Project Budget Details Report

cc: Robert Wallace, Subrecipient Project Manager
Patricia Fogarty, Subrecipient Chief Financial Officer

ORDINANCE 2024-04
AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
2024 BUDGET TO ACCEPT GRANT FUNDS

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note accepting grant funds from Volunteer Fire Capacity Grant Funds, totaling \$6,489.00 and State of Alaska, Division of Homeland Security & Emergency Management for 2022 State and Local Cybersecurity Grant Program totaling \$31,460.00.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE 7th DAY OF MAY 2024.

ATTEST:

Emily Braniff, CMC
Emily Braniff, CMC
City Clerk



Michael W. Welch
Mayor, City of North Pole, Alaska

PASSED/FAILED

Yes: Clack, Terch, Skipps, Williams, Jacobson, Keller, Welch

No: 0

Absent: 0



City of North Pole, Alaska
Fiscal Note Year: 2024
Ordinance: 2024-04

Originator/Sponsor: Chief Heineken and Robert Wallace

Date: April 11, 2024

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

<u>Fund- Dept.</u>	<u>Account Description</u>	<u>Account #</u>	<u>Debit</u>	<u>Credit</u>	<u>Effect</u>
FD Grant Fund	Volunteer Fire Capacity Grant Expense	31-09-9-9000	6,489.00		Increase
FD Grant Fund	Volunteer Fire Grant Revenue	31-38-0100		6,489.00	Increase
UT Grant Fund	2022 State & Local Cybersecurity Exp	43-04-9-9050	31,460.00		Increase
UT Grant Fund	2022 State & Local Cybersecurity Rev	43-39-3150		31,460.00	Increase

Prepared By: Tricia Fogarty **Date:** April 11, 2024

Finance Approval: Tricia Fogarty **Date:** April 11, 2024



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Member of the National League of Cities and the National Association of Counties

MEMO

To: Nils Andreasen, Executive Director
Alicia Hughes-Skandijs, Director of Programs
From: Erin Reinders, Director of Infrastructure Development
RE: Selection of Cybersecurity Support
Date: May 2023

AML is committed to supporting Alaska's 165 cities and boroughs. With that commitment in mind, we are developing a shared service for Cybersecurity in response to expressed interest by our members as well as the Department of Homeland Security's State and Local Cybersecurity Grant Program thanks to the BIL/IIJA.

Alaska Municipal League issued a competitive request for proposals calling for Information Technology (IT) or Cybersecurity Support. This RFP was to assess the interest, capacity, and capability of potential third-party contractors to partner with AML and support Alaska municipalities in their IT needs, particularly as they relate to cybersecurity.

This process was done in compliance with the guidelines set forth in Title 2 Code of Federal Regulations Part 200 and the typical procurement/purchasing policies of local governments. The RFP was posted publicly and shared widely via email to known providers.

The Services requested were designed to fit the needs of all of our members. The ideal program would be scalable, customizable, cost effective and meaningful to municipalities of different sizes and capacities. Proposals were required to provide a cover letter, method of delivery, qualification of contractor and key personnel, past performance, as well as a fee proposal.

The scope of services requested included offerings of a suite of software and scalable service options to local governments based on their particular needs, situation and capacity. Specifically, this included the following:

- Cyber hygiene, risk/vulnerability assessment and threat detection
- Developing organization cybersecurity plan and/or related internet and cyber policies
- Providing staff training
- Discovering unmanaged endpoints
- Vulnerability and endpoint security status
- Patching and patching reports
- Security benchmark scans
- Firewall and encryption compliance
- Endpoint hardening remediation
- Implementing multi-factor authentication
- Implementing enhanced log in
- Data encryption
- End use of unsupported/end of life software and hardware that are accessible from the internet
- Prohibiting the use of known/fixed/default passwords and credentials
- Ensuring the ability to reconstitute systems
- Migrating to the .gov internet domain
- Responding to breaches
- Ongoing cybersecurity monitoring
- Serving as an information resource regarding cybersecurity related issues

AML used a qualitative review and selection process. A panel of staff members reviewed the proposals. The selection process consisted of a price/fee review, a technical review, and an interview with the top scoring proposers. The criteria for the technical review consisted of the following:

- Respondent qualifications - past experience, representative work, and references

- Proposed method and approach to fulfill AML and member needs
- Ability to provide the Scope of Services
- Fee Structure and Discounts

Based on the wide scope of services considered, proposals were not submitted in a standard format. We focused on a suite of services offered and the ability for discounts to be offered for members in our review and discussions with entities. Because of the scope of services offered, prior experience working in Alaska, the approach to working with AML and members, competitive price structure that is below NASPO published prices and the ability to lock into place a member discount for five years, AML has selected Structured as its contractor for AML Cybersecurity Shared Service.

The review is summarized in the table below.

Entity	Technical Review (30pts total)		Interview (35pts)		Price/Fee Structure (15pts)		TOTAL
Net Force	22	Risk assessment focus, no Alaska experience	25	Small business and utility examples, basic but tailer approach, depend on AML for local context	10	High costs	57
CSG	17	Limited capacity, limited responses					17
BPM+	22	Limited scope, all remote activity	24	Experience with limited bandwidth and but not Alaska, phased approach for assessment, transition, and response – three lines of business.	11	Cost and services not the right scale	57
Structured	28	Strong Alaska experience, comprehensive services	29	Flexible, experience with travel throughout Alaska, ability to train, numerous products, menu approach	13	Reasonable rates, discount for members	70

The RFP and procurement documents are available on request from members.

Procurement Method Report Pre-Bid Contract

Use this form for Procurements (purchases/orders) that are from a Pre-Bid contract (i.e., GSA, NASPO or local equivalent).

Subrecipients shall accomplish three (3) requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature on third page. (Project Manager's signature is adequate certification that competition was done, and that the Subrecipient is complying with the most stringent procurement procedures-whether federal, state, or local).

Reminder: Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

Subrecipient: City of North Pole

04

Grant Award/Disaster Number: 22SLCGP-GY22 PBD/PW/PJ: #1

Procurement Method (per each Purchase/Order)

This may include multiple invoices for each purchase or order.

NOTE: DHS&EM will no longer approve (nor reimburse) this type of procurement after the purchase is made. E-mail to mva.grants@alaska.gov for approval

Pre-Bid Contract	
Pre-Bid Contract Type:	Competitive Scaled Proposals (RFP)
Contract Vendor:	Structured
Contract Number:	pending
Purchase Amount:	Pending (not to exceed \$31,460)
Justification for Vendor Selection. Please include any written supporting documents providing justification for vendor selection. The contractor was selected using a competitive request for proposals procurement (RFP) by the Alaska Municipal League (AML). They received four applications deemed complete and responsive. Applications were scored according to the evaluation criteria outlined in the RFP by a panel of AML staff, and interviews were conducted with the top scoring proposers. The selection process consisted of a price/fee review, and a technical review. This process generally follows our local procurement procedures.	
Send to DHS&EM for approval prior to purchase	

System for Award Management (SAMS) report is required for selected vendor

SAMS Report is a Mandatory Subrecipient Action	
<input checked="" type="checkbox"/>	1. Check System for Award Management (SAM) for debarment/suspension.
<input checked="" type="checkbox"/>	2. Print SAMS report page and attach to this form.

Certification

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

[Signature]
Subrecipient Project Manager's Signature

May 27, 2024
Date

ROBERT D. WALLACE, Director of City Services
Printed Name and Title

E-mail signed for to mva.grants@alaska.gov for approval

DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Returned for Further Justification	Date

Bill Dennis / Bill
PMR Pre-Bid Contracts

1 of 3

Revised June 18



CORPORATE HEADQUARTERS

9200 SE Sunnybrook Blvd. Ste. 300
Clackamas, OR 97015
Tel: (503) 513-9979
Fax: (503) 513-4600

6/11/2024

Robert (Danny) Wallace
Director, City Services
City of North Pole
125 Snowman Ln
North Pole, AK 99705

Reference: City of North Pole - Risk Assessment
Project ID: 202405-101526

Dear Robert (Danny):

Structured Communication Systems, Inc. is pleased to present this Statement of Work for your review, approval and signature. Our Engineer, Rob Wayt, has prepared this Statement of Work to describe the security assessment project.

For your convenience, we have provided a checklist of the items required to execute this Statement of Work.

Statement of Work	_____ (to be signed and returned in its entirety)
Customer Purchase Order	_____ (City of North Pole provided)

Please complete and fax the documents noted above to:

Danny Maxwell
Structured Communication Systems, Inc.
Office (907) 222-6140
Order Fax (888) 729-0997

We appreciate the opportunity to submit this proposal and look forward to working with you. Please call me if you have any questions.

Sincerely,

Danny Maxwell
Director, Alaska Sales

Structured Communication Systems, Inc.

Statement of Work

For

City of North Pole - Risk Assessment

Project ID: 202405-101526

Fixed Bid Project

Revision 1.4

6/11/2024

Provided by: Structured Communication Systems'
GRC Practice

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City of North Pole Risk Assessment

Client: Robert (Danny) Wallace
Director, City Services
City of North Pole
125 Snowman Ln
North Pole, AK 99705
Tel: (907) 488-8593
E-mail: rwallace@northpolealaska.org

Provider: Danny Maxwell
Director, Alaska Sales
Tel: (907) 222-6140
Order Fax: (888) 729-0997
E-mail: dmaxwell@structured.com

1 Confidentiality Agreement

This Statement of Work contains information from Structured Communication Systems, Inc, that is confidential and privileged. The information is intended for the private use of City of North Pole in evaluating Professional Services partners. By accepting this Statement of Work, you agree to keep the contents of this document in confidence and not copy, disclose, or distribute without written request to and written confirmation from Structured Communication Systems, Inc. If you are not the intended recipient, be aware any disclosure, copying, or distribution of the contents of this document is prohibited.

2 Description of Scope and Professional Services

Based upon discussions held between City of North Pole and Structured Communication Systems, Inc. ("Structured"), City of North Pole wishes to engage Structured to perform an enterprise cybersecurity risk assessment. The assessment will be based on the NIST Cybersecurity Framework and NIST 800-30.

Environment

50 employees

35 computers

Ampersand/AlasConnect as a managed services provider

Emergency services: Police, Fire Department

Public Utilities: Water and sewer

Finance system: Tyler

The Risk Assessment will include:

- Interviews with key IT and security staff members
- Review of policy, procedures, and operations
- Identification of assets, threats, and vulnerabilities
- Inventory of risk and existing controls
- Risk calculation and prioritization
- Recommended treatment including cost versus risk

Structured will format the risk assessment report into four categories:

Business processes and IT systems

Structured will interview key staff members and process owners to verify the operation and data flow of systems that process, store, and transmit credit card, PII, and other sensitive information. A formal review of security policies, PCI, HIPAA, and CJIS compliance status, technical configurations, and operational procedures will be performed in order to proactively map out the current security posture.

Assets, threats, and vulnerabilities

Structured will identify key assets involved with PCI, HIPAA, and CJIS, and document the safeguards currently in place to protect them. These assets include personnel, IT systems, network infrastructure, and data processes.

Assets and specialty systems for Fire Department and Police Department will be included for CJIS and HIPAA data in this assessment.

Public utilities for water and sewer will be reviewed for threats, controls, and risks. Connectivity to these systems from external network will be verified. SCADA systems at the ice plant will also be included in this review.

Threats from avenues of attack, including both including and external to the organization, will be identified pertaining to those assets and data sets. These include intentional or unintentional disclosure, physical mechanisms, and those specific to IT systems. Vulnerabilities to the listed threats will be documented to show how weaknesses can be exploited.

Risk

Structured will categorize the risks to overall security and compliance. Risks will be calculated semi-quantitatively based on the type of risk, the impact and rates of occurrence. These risks will then be ranked and prioritized as a clear roadmap to treatment.

Recommended treatment

Structured will provide recommendations for controls to be implemented for each identified risk on the prioritized list. The controls will include methods for risk reduction, transference to another entity, elimination, or acceptance. These recommendations will be in compliance with PCI DSS, HIPAA, and CJIS.

Penetration Testing

External Network Security Penetration

Structured will conduct penetration testing of externally exposed (Internet facing) network interfaces and services in an attempt to identify security vulnerabilities due to outdated or vulnerable services, improperly configured services or access controls, and where relevant any reliance on 3rd party components.

The assessment will be conducted remotely from Structured facilities, and will include the following tasks:

- Structured will assess public facing applications
- Perform footprint analysis and Internet presence mapping
- Perform reconnaissance to identify visible network topology, devices, hosts, and exposed services
- Test identified components, in an attempt to gain access through:
 - Network devices such as firewalls, routers, and switches
 - Network services such as web, DNS, email, FTP, VPN, etc.
- Test cloud provider authentication and MFA controls
- Rank identified vulnerabilities based on ease of exploit, effort required to correct, and estimated impact of exploit on business
- Identify and make recommendations intended to address security issues of immediate consequence
- Develop recommendations intended to enhance security and help realize benefit over the medium- or long-term planning horizon
- Transfer knowledge

Any services, tasks or other responsibilities not specifically identified within this document are out of scope.

3 Structured Deliverables

Structured will provide the Deliverables listed below to City of North Pole during and upon completion of the project. City of North Pole's acceptance of all listed Deliverables will complete Structured's responsibility for this project. To indicate acceptance, City of North Pole will sign the Deliverable Acceptance Form.

Risk Assessment Report - The Risk Assessment Report contains the complete findings of the assessment in PDF format to include:

- Executive summary that identifies and prioritizes the risk to IT systems and data
- Scope and process identification
- Lists of assets, threats, and vulnerabilities
- Detailed report on risk inventory and existing controls
- Risk calculations and priorities
- Recommended controls prioritized for remediation

Presentation via Conference Call- The presentation offers an overview and interpretation of the findings, with a Question and Answer session, and an interactive planning discussion for remediation steps.

4 City of North Pole Deliverables

City of North Pole will provide the following to Structured in order to ensure a successful implementation. Delay in providing these requirements will impact Structured's ability to complete this project in a timely manner.

1. Provide network topology and drawings, policies, procedures, and other required documentation
2. Access to systems administrators and technical staff for interview and system validation
3. System configurations for servers and network equipment
4. A workspace to perform interviews and assessments if assessor will be onsite.
5. A dedicated point of contact for the duration of the engagement

5 General Project Assumptions

Successful completion of this engagement is contingent upon City of North Pole's performance of its responsibilities and the accuracy of the assumptions set out below. To the extent (i) City of North Pole fails to meet its obligations under this Statement of Work or (ii) the assumptions identified below are not accurate, timelines and milestone dates shall be reasonably adjusted and any additional services required as a result will be billed to, and paid for by, City of North Pole at Structured's standard rates on a time and materials basis, unless otherwise agreed by the parties.

- Structured Consultant(s) will have adequate administrative access and connectivity to perform the tasks required for the project.
- Existing relevant documentation, diagrams, and/or interviews with key staff will be provided by City of North Pole to ensure timely delivery of product.
- City of North Pole will provide the necessary resources (equipment, staff) required for all deliverables.

- All communications, which affect the technical aspects of the project, must be directed through the Structured Project Manager.
- Any additional labor or materials requested by City of North Pole, not included in the scope of this Statement of Work will constitute a Change Request.
- Adequate staffing and project management is included in this response. If City of North Pole unexpectedly accelerates the stated time line in their request, a Change Order may be generated to cover additional staffing or overtime to meet the new deadlines.
- Any work beyond that stated in this Statement of Work must be mutually agreed to by City of North Pole and Structured and will be performed at the standard hourly rate.
- Any on-site skill transfer supplements, but does not replace, the manufacturer's formal system implementation and administration classes.
- No formal end user training is included in this Statement of Work. Formal end user training is available from vendor authorized training centers for an additional cost.
- City of North Pole will provide timely management decisions, approvals and acceptances as reasonably requested by Structured.
- City of North Pole will provide assistance as reasonably requested by Structured to obtain timely services and cooperation from any third party providers that are providing products or services to City of North Pole that are related to, interact with, or are necessary for the Services.
- City of North Pole will appoint a single project manager to operate as the day-to-day point of contact and management decision-maker for this project.

6 Change Control and Cancellations

6.1 Change Control

Both Structured and City of North Pole must approve any changes to the schedule, tasks, deliverables, terms, or pricing presented in this document. To request a change, the requesting party (Structured or City of North Pole) must provide a Change Order to the other party in writing. The Structured Project Manager will review the Change Order and its impact on the project. If both parties agree to the Change Order, the Project Manager will incorporate the change into the project plan and manage the change accordingly.

6.2 Cancellation

City of North Pole will make all reasonable efforts to notify Structured of any cancellation or postponement of the services to be performed under this Statement of Work. If City of North Pole does not notify Structured of the cancellation of a mutually agreed upon service appointment, then Structured will charge a cancellation fee equal to a minimum of two (2) hours of the prevailing standard hourly rate. Cancellation shall not relieve City of North Pole's obligation to pay all fees and expenses that have accrued due to preparation for the service.

7 Professional Service Scheduling and Fees

7.1 Initiation of Work and Scheduling

Once Structured has received a signed Statement of Work, Structured will identify the staffing for this project within two weeks. Project staffing and activities will be scheduled based upon the date the signed

City of North Pole Risk Assessment

Statement of Work is received by Structured. Structured staff will work with City of North Pole to determine the project schedule and estimated completion date.

7.2 Staff and Credentials

The Structured staff consists of consultants with a broad range of practical engineering backgrounds and expertise. Structured will draw upon this extensive pool of engineering talent to meet the diverse technical requirements of today's complex network and server environments. Structured will determine the appropriate staff to assign to the project based upon the requirements of the engagement and the experience, skills and availability of the Structured engineering staff. Structured is uniquely qualified to undertake this project because of Structured's extensive experience designing, implementing, and optimizing complex networks in the distributed, multi-protocol computing environment.

7.3 Consulting Charges

Consulting charges are set based on the project as defined in this Statement of Work. The services as defined in this Statement of work are covered in the Fix Bid pricing for the project. Consulting charges are set based on the project as defined in this Statement of Work. Should the scope of the engagement go outside the contents of this Statement of Work and require additional consulting hours, these hours will be billed on an hourly basis to City of North Pole at the rate of \$250 per standard business hour. Any items that fall outside the scope of this project should be reviewed and agreed to with a written Change Order signed by Structured and City of North Pole prior to starting the additional work.

Professional Services Description	Est. Cost
Cybersecurity Risk Assessment and Report	\$20,000.00
Risk Assessment for Emergency Services	\$5,000.00
Risk Assessment for Public Utilities	\$5,000.00
External Penetration Testing of Network	\$1,300.00
Fix Bid Project Cost	<u>\$31,300.00</u>

7.4 Travel & Expenses

No travel expenses are anticipated.

7.5 Invoice Instructions

As a Fixed Bid project an invoice for Professional Services described in this Statement of Work will be sent to City of North Pole after the milestones detailed below are achieved. Commencement of a project may occur prior to the arrival of Structured's personnel at the customer's location due to planning and preparation activities

Milestones for billing:	Percentage of Payment
Project Kickoff	25%

City of North Pole Risk Assessment

Draft Report Delivery	50%
Presentation and Acceptance	25%

City of North Pole instructs Structured to submit the invoice and accompanying documentation to:

Name		Copy to:
Address		
Phone		
Fax		
Purchase Order #		

- Prices are valid for 30 days from the date of this Statement of Work.
- City of North Pole representative signature below hereby attests and acknowledges that in the event that his/her company does not issue a Purchase Order prior to commencement of the service listed herein, this Agreement shall serve as the Purchase Order for this effort
- Client identified in this statement of work acknowledges and agrees that by signing this statement of work or issuing a purchase order referencing this statement of work that such statement of work will be subject to the Structured Standard Terms and Conditions, which can be found at: <http://www.structured.com/terms/>

Accepted and Agreed to by:

for
City of North Pole

for
Structured Communication Systems, Inc.

Signature of Authorized Signatory

Signature of Authorized Signatory

Printed Name of Signatory



Printed Name of Signatory

Title

Title

Date

Date

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 9	
						FEDERAL AWARD DATE	
						December 26, 2022	
						FEDERAL GRANT PROGRAM	
						2022 State and Local Cybersecurity Grant Program	
						FEDERAL GRANT NUMBER	
						EMW-2022-CY-00038-S01	
CFDA:				97.137			
OBLIGATING AWARD DOCUMENT						AWARD AMOUNT	
\$31,460.00							
STATE PROGRAM NUMBER						22SLCGP-GY22	
FUNDING ALLOCATION							
EXERCISE							
EQUIPMENT							
PURPOSE OF AWARD							
Total Awarded Amount: \$31,460.00 Federal Share: \$28,314.00 State Share: \$3,146.00 Final Report Due: February 15, 2026							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)). See attached for continued Grant Requirements and Program Terms and Conditions.							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details.)							
None							
AGENCY INFORMATION							
ADDRESS		Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE http://ready.alaska.gov EMAIL mva.grants@alaska.gov PHONE (907) 428-7000 FAX (907) 428-7009		
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Tiffany Peltier		(907) 428-7026		(907) 428-7009		mva.grants@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
 DATE 3-1-2024				 DATE 3/19/24			
FOR STATE USE ONLY							
Vendor Personal Number:		CNP84676		Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099230010	7000	2012	22 CSGP NP	2CSGP2022	GYCSGP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHSEM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, EHP, BABAA, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for the separation of fund sources. These grant funds cannot be commingled with funds from other federal, state, or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110 to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also, the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. Per Executive Order 13166, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347, Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. Executive Order 13224 prohibits transactions with and support organizations associated with terrorism. Energy Policy and Conservation Act, the National Environmental Policy Act (NEPA) of 1969, and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, the Trafficking Victims Protection Act of 2000, the Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304, and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.*

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients under \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles
2 CFR Part 200 Subpart E Cost Principles
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](#)
3. Audit Requirements
2 CFR Part 200 Subpart F Audit Requirements
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](#)

- a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.

- b. State: If the applicant is an entity that received state financial assistance, the applicant shall submit to the State Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
- 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
 - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated with the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with the Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result in loss of funding for the entire project.
- a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
- 1) Are not 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.
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification.
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.
 - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
- A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812 details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving.

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

SLCGP Program Terms and Conditions

The total allocation of the 2022 State and Local Cybersecurity Grant Program awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$2,244,983.00 under *Federal Grant EMW-2022-CY-00038-S01*, CFDA# 97.137. The City of North Pole has been awarded \$31,460.00, which shall be used to support state, local, and territorial governments in managing and reducing systemic cyber risk.

The instructions, guidance, limitations, and other conditions outlined in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements outlined in the program NOFO and State program guidance. The performance period of this grant award is February 1, 2024, through December 31, 2025. Project conditions must be completed by this date. The City of North Pole cannot subgrant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing or electronically to the DHS&EM Project Manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current and if terms and conditions have been met at the time of the request. Changes in the programmatic activities or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, changes in the project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of North Pole shall submit timely quarterly *Performance Progress Reports (PPR)* and *Financial Progress Reports (FFR)* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <https://www.ready.alaska.gov/Grants> and may be reproduced. Jurisdictions must check the website quarterly for the most current forms. The use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Reports Due	Jurisdiction Performance Period	PPR & FFR Due Dates
1	2/1/2024 - 3/31/2024	WAIVED
2	4/1/2024 - 6/30/2024	July 20, 2024
3	7/1/2024 - 9/30/2024	October 20, 2024
4	10/1/2024 - 12/31/2024	January 20, 2025
5	1/1/2025 - 3/31/2025	April 20, 2025
6	4/1/2025 - 6/30/2025	July 20, 2025
7	7/1/2025 - 9/30/2025	October 20, 2025
8	10/1/2025 - 12/31/2025	January 20, 2026
9	Final Report	February 15, 2026

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report (PPR)* contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percentage of projects completed and detail any related expenditures submitted on the *Financial Progress Report*. The *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or

in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report showing project completion, evaluating project activities, and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary Signatory Official, Project Manager, and Financial Officer, as listed on the Signatory Authority Form, must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports. However, the signatures of the Project Manager, Signatory Official, and the Financial Officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative, budget details, grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g., copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report*, and documentation of payment must be included. Reimbursable expenses include:

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee's name, position, coded allocation to the project, and amount paid are acceptable. Staff may not self-certify their own time and wages. The subrecipient shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section O. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor responses to a competitive bid, and service contracts of any value require DHS&EM pre-approval before implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the *Procurement Method Report* for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended before requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation is required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval before registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after the conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant-funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

(E) Unallowable Costs and Activities: Below is not an all-inclusive list. Please review the FY2023 SLCGP Notice of Funding Opportunity for additional information.

Grant and match funds cannot be used for:

- Spyware
- Microsoft Office
- Construction/Renovation
- To meet a cost-sharing contribution
- To pay a ransom
- For recreational or social purposes
- To pay for cybersecurity insurance premiums
- To acquire land or to construct, remodel, or perform alternations of buildings or other physical facilities or
- For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity
- Salaries and personnel costs of planners, equipment managers, exercise coordinators, and/or training coordinators
- Supplanting any expense already budgeted
- Reimbursable training and related travel costs not pre-approved by DHS&EM

- Contracts and procurements over \$10,000.01 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Stand-alone working meals
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned for resubmission by the jurisdiction.

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* must be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without written approval from DHS&EM prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined in 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request.

(G) Build America, Buy America Act (BABAA): The City of North Pole must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(H) Procurement: A *Procurement Method Report* documenting the method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices, and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

(I) Contracts: Any contract entered into during this grant period shall comply with local, state, and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned, or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government-required contract language and a project budget and require pre-approval by DHS&EM before implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting the method of solicitation is required for reimbursement for every procurement.

(J) Use of DHS Seal, Logo, and Flags: All subrecipients must obtain DHS&EM approval before using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(K) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management.***

Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security, or the State of Alaska.

(L) Acknowledgement of Federal Funding: All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(M) Federal Debt Status: All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17, for additional information and guidance.

(N) False Claims Act and Program Fraud Civil Remedies: All subrecipients must comply with 31 U.S.C. § 3729 requirements, which set forth that no sub-recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

(O) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award or audit if required. Time, effort, personnel, and payroll records must be maintained for all individuals reimbursed under the award. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement, or transfer of the property and equipment.

(P) Performance Measures: Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified in the Quarterly Activities Plan
3. Percent measurable progress toward completion of the project
4. How funds have been expended during the reporting period, and explain expenditures related to the project

(Q) Subrecipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are met. DHS&EM reserves the right to periodically monitor, review, and conduct analysis of the City of North Pole's financial, programmatic, and administrative policies and procedures, such as accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook.

(R) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements, and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establishing additional prior approvals. DHS&EM shall notify the City of North Pole of its decision in writing, stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and the timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of North Pole must respond within five (5) days of receipt of notification:

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federally required management standards

(S) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days' notice to the City of North Pole stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse the City of North Pole only for acceptable work or deliverables and necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until a final DHS&EM review is completed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Commerce and the DHS&EM, by written notice, may terminate

this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(U) Project Implementation: Due to the competitiveness of the 2022 State and Local Cybersecurity Grant Program, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should notify DHS&EM of the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(V) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2022 State and Local Cybersecurity Grant Program (SLCGP) Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood, and accepted these documents as binding.

(W) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend a Grant Kick-Off Meeting to be held electronically in April 2024.

(X) The City of North Pole must complete a Quarterly Activities Plan by July 20, 2024. Information on this requirement will be emailed and provided at the Grant Kick-Off meeting.

(Y) The City of North Pole must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2024. More information on this online self-assessment will be provided at the 2022 Kick-Off Meeting and can be found in the 2023 SLCGP NOFO: [DHS&EM | State and Local Cybersecurity Grant Program \(SLCGP\) \(alaska.gov\)](#).

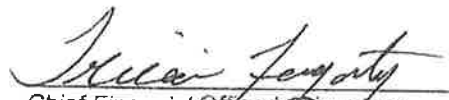
(Z) The City of North Pole must register for the Cyber Hygiene Services by December 31, 2024. More information on this service will be provided at the Kick-Off Meeting and can be found in the 2023 SLCGP NOFO: [DHS&EM | State and Local Cybersecurity Grant Program \(SLCGP\) \(alaska.gov\)](#).

Special Conditions

None

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.


Project Manager's Signature


Chief Financial Officer's Signature


Signatory Official's Signature



Project Budget Details
2022 State and Local Cybersecurity Grant Program
North Pole, City of
Reported Revision 0

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Plan.Org	Plans.Protocols	Cyber Security	State:	\$3,146.00	\$0.00	\$3,146.00
<input type="checkbox"/> EHP	<input type="checkbox"/> Canceled	<input type="checkbox"/> BABAA		Federal:	\$28,314.00	\$0.00	\$28,314.00

Item: Cybersecurity Risk Assessment

Description: Conduct cybersecurity risk assessments to identify existing cybersecurity gaps, risks, and threats.

Investment: Objective 1 - Develop & establish appropriate governance structures, including by developing, implementing, or revising Cybersecurity Plans

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$3,146.00	\$3,146.00	\$0.00	\$3,146.00
Federal:	\$28,314.00	\$28,314.00	\$0.00	\$28,314.00
Grand Total:	\$31,460.00	\$31,460.00	\$0.00	\$31,460.00