

# KETCHIKAN CHARTER COMMISSION

## AGENDA STATEMENT

NO     G-1    

MEETING OF **March 26, 2004**

ITEM TITLE Authorization for the Chairman to enter into a Grant agreement with the Greater Ketchikan Chamber of Commerce and the Ketchikan Gateway Borough and authorization for the KCC budget to be amended SUBMITTED BY Glen Thompson
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### SUMMARY STATEMENT

The State of Alaska, DCED, has granted the Ketchikan Charter Commission funding for staff salary, supplies, equipment and advertisements in the amount of \$10,000. The grant was made with the Ketchikan Gateway Borough as the pass-through agency.

The Ketchikan Gateway Borough has chosen to appoint a sub-grantee to administer these State funds, as well as an additional \$10,000 authorized by the KGB Assembly to provide funding for the operation of the Ketchikan Charter Commission. The sub-grantee has agreed to provide this administration for a charge of 3% of the total funds, or \$600.

Ketchikan Charter Commission, as well as the sub-grantee, the Greater Ketchikan Chamber of Commerce, must sign a grant agreement with the KGB in order for the funds to be transferred and used.

Included with this agenda statement is the grant agreement from the KGB, the grant agreement between the KGB and the State of Alaska, as well as a copy of the KCC adopted budget.

NOTE: The attached grant agreement was scanned and some of the formatting was lost in that process. The wording, however, is intact and the State agreement is signed by the Borough Manager & Gene Kane from the State. The Borough/GKCC agreement is signed by the Borough Manager.

### RECOMMENDED ACTION:

"I move to authorize the KCC Chairman to sign the grant agreement as shown in the attached document. I further authorize the adjustment of the KCC budget to reflect

the \$600 administration fee being charged by the Greater Ketchikan Chamber of Commerce."

**KETCHIKAN GATEWAY BOROUGH GRANT  
PROGRAM DIRECT GRANT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2004, by and between ~~the KETCHIKAN GATEWAY BOROUGH~~ general law municipality and borough of the second class, 344 Front Street, Ketchikan, Alaska 99901, hereinafter referred to as the "**BOROUGH**" and the ~~KETCHIKAN CHAMBER OF COMMERCE~~ whose address is P.O. Box 5957, Ketchikan, Alaska 99901, hereinafter referred to as "**GRANTEE**":

**RECITALS**

- A. **The GRANTEE** is willing to undertake the performance of this grant under the terms of this agreement and has the authority under state law to provide the services for which funds were appropriated.
- B. **The BOROUGH** has the authority to enter into this agreement under KGB Code Section 40.10.035 and Section 10.10.005, and the Borough Assembly voted on March 15, 2004, to approve Resolution No. 1799 authorizing this grant.
- C. This agreement contains a Grant Project Description hereinafter referred to as "the project," submitted by the ~~KETCHIKAN CHARTER COMMISSION~~, stating the purpose of the grant and providing the project budget.
- D. The funds provided by the **BOROUGH** in this grant are a sub-grant of a State of Alaska Department of Community and Economic Development, Grant number \_\_\_\_\_.
- E. In furtherance of the above, the **GRANTEE**, as a condition of the receipt and use of the grant, has agreed to and will comply with all of the terms, conditions, covenants and agreements regarding the use of the grant therein provided and the terms of State of Alaska, Department of Community and Economic Development, Division of Community Advocacy grant number \_\_\_\_\_.

NOW, THEREFORE, the parties to this agreement agree as follows:

- I. Use of Funds. The **GRANTEE** hereby agrees that it will receive, use, expend, devote and account for all funds paid to it solely and exclusively for the purposes described in Exhibit A, the Grant Project Description attached hereto and hereinafter referred to as "the project." The **GRANTEE** agrees that they will discharge the duties of the Ketchikan Gateway Borough under the state grant agreement, and in exchange the Ketchikan Gateway Borough will release the total grant funds of \$10,000 to the **GRANTEE** Ketchikan Chamber of Commerce.
- II. Compliance with Conditions of Payment. The **GRANTEE** expressly acknowledges, agrees, represents and warrants that it will use all of the grants solely and exclusively for the purposes specified in Exhibit A attached, and for no other purposes whatsoever, and in addition thereto the **GRANTEE** expressly agrees that it:
- A. will retain for a period of three (3) years after the project has been completed all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant;
  - B. will return all unexpended grant monies within ninety (90) days of the completion of the project;
  - C. will attach to the grant agreement a copy of the letter authorizing the individual executing the grant agreement to sign on behalf of the organization, approving the program and accepting the grant agreement provisions;
  - D. will submit at the end of the project, a grant financial report detailing how the grant funds were expended;
  - E. understands that the intended third-party beneficiary of this grant agreement is the KETCHIKAN CHARTER COMMISSION;
  - A. will retain up to 3% of the grant amount for its administrative costs associated with the grant;
  - G. will not expend any of the grant monies for earnings from the grant for the purpose of lobbying activities; and
  - H. will accept responsibility for compliance with all terms, reporting requirements and obligations imposed on the BOROUGH in the agreement between the State of Alaska and the **BOROUGH** under grant \_\_\_\_\_ .
- III. Terms of Payment. The **BOROUGH** elects to make a single payment under this grant agreement upon execution of this agreement.

- IV. Hold Harmless and Indemnity. The **GRANTEE** further specifically obligates itself to the **BOROUGH** in the following respect, to wit:
- A. to indemnify and appear and defend the **BOROUGH** against, and save the **BOROUGH** harmless from any and all claims, damages, losses, costs and expenses, including attorney's fees incurred, whether or not suits filed, and for injuries to property, including loss of use, injuries to persons, including death, and from any other claims, suits or liability, caused in whole or in part by any act or omission of the **GRANTEE** or any of its officers, agents, employees, representatives, servants, contractors, or subcontractors, or anyone employed by them, or for whose act the **GRANTEE** may be liable, arising from or related to any acts or omissions relating to the project, or the use or misuse of the grant;
  - B. to pay for all materials furnished and work and labor performed under this Agreement on the project, and all sales, excise or other taxes, and to satisfy the **BOROUGH** and State thereupon whenever demand is made, and to indemnify the **BOROUGH** against and save it harmless from any and all claims, suits or liens therefore;
  - C. the **GRANTEE** shall indemnify the **BOROUGH** against, and save it harmless from, any and all loss, damage, costs, expense and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants.

V. Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this Agreement. Venue as to any action, claim or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief shall be the appropriate courts sitting in the City of Ketchikan, First Judicial District, State of Alaska.

VI. Termination Agreement. The **BOROUGH**, by written notice, may terminate this agreement, in whole or in part, for substantial breach of the grant agreement. On termination for breach, the **BOROUGH** may seek to recover all monies previously paid to the **GRANTEE** under this agreement.

Ketchikan Gateway Borough  
Agreement

Direct Grant

VII. Notice Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other persons shall be in writing and either

served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight (48) hours after the time of mailing, if mailed as provided in this section.

BOROUGH: Ketchikan Gateway Borough  
Attention: Borough Manager  
344 Front Street  
Ketchikan, Alaska 99901

GRANTEE: Ketchikan Chamber of Commerce  
P.O. Box 5957  
Ketchikan, Alaska 99901

Ketchikan Gateway Borough

X. Effective Date. The effective date of this grant is the date this agreement is signed by the **BOROUGH.**

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

KETCHIKAN GATEWAY BOROUGH

Roy Eckert/ Borough Manager Manager

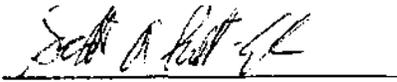
ATTEST:

Harriett Edwards Borough Clerk

**CERTIFIED FUNDS AVAILABLE:**

By:

Account: #768-10-000-6090



APPROVED AS TO FORM  
Scott A. Brandt-Erichsen  
Borough Attorney

**GRANTEE SIGNING AUTHORITY**

By:

Title:

**GRANTEE SIGNING AUTHORITY**

By:

Title:

## BUDGET, KETCHIKAN CHARTER COMMISSION

Items:		TOTAL	Thru 30-Jun
Copier		In Kind	In Kind
Paper	10 cases	300	240
Office Supplies	Misc	1000	1,000
Office Rent		In Kind	In Kind
Office Furniture		In Kind	-
Phone/Internet		700	400
Computer	Rent	In Kind - TBC	-
Fax/Printer	<b>IN Kind</b>	200	<del>200 IN KIND</del>
VHS Tapes		210	120
Calling Cards		150	-
POBox	Rent	100	-
Advertising		In Kind - TBC	-
Mailings		6,500	1,300
Public Meetings	Larger venue	450	150
Clerical Support	Clerical hrs.	508	324
	Clerical \$\$	10,160	6,480
		19,770	9,690
<b>Administration Fee*</b>	*****		<b>600 ****</b>
Contingency	10%	1,977	
	<b>TOTAL</b>	<b>21,747</b>	<b>10,290</b>

Clerical support assumes \$20 per hour to update documents; copy documents; mail, webpage & email; and records retention, including typing minutes and maintaining official files.

**Office Supplies**

Pads	File boxes
Pens	Acid Free paper for meeting minutes
Paper Clips	
Envelopes	
Markers	
Calculator	
Print Cartridges or toner	
Copier Toner	

**State of Alaska**  
**Department of Community and Economic Development Division of Community and Business Development**

**GRANT AGREEMENT**

Grant Agreement Number  
Amount of Federal Funds \$0.00

Project Title **Ketchikan Charter Commission**

Encumbrance Number

Collocation Code / A R  
08728100 /

**Grantee**

**Department Contact Person**

Name

Name

Diane Hunt

Ketchikan Gateway Borough

Title

Administrative Manager

Street/PO Box

550 W. 7\* Are.. Suite 1770

Street/P

O Box

344

Front

Street

City/State/Zip

City/State/Zip

\_\_\_\_\_ Anchorage. AK 99501

Ketchikan. AK 99901-6431

Phone

Fax

Contact

Person

Roy

Eckert

Fax

Phone

269-4535

269-4539

228-6625

**AGREEMENT**

The Alaska Department of Community and Economic Development, Division of Community  
Administration (hereinafter "Department") and Ketchikan Gateway Borough for the Ketchikan Charter

Commission as the sub-grantee hereinafter 'Grantee' agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment will be \$10,000.00 after the grant agreement is signed by both parties. In no event shall the payment exceed \$ 10,000.00

Section II. The Grantee shall ensure the sub-grantee performs the work required by this Agreement. The Ketchikan Gateway Borough is responsible for any audits that may be required.

Section III. The work to be performed under this agreement begins March 1, 2004 and shall be completed no later than 6/30/04.

Section IV. The agreement consists of this page and the following:

ATTACHM  
ENTS Attachment A: Scope of  
Work

AMENDMENTS

**Grantee  
Department**

Signature  
Signature

Printed Name and Title  
Printed Name and Title

Date

## **Attachment A Scope of Work**

### **1. Project Description**

The Ketchikan Consolidation Commission, a commission elected on January 13, 2004, under an initiative approved by the voters of the Ketchikan Gateway Borough on October 7, 2003, has been established to prepare a petition to consolidate the Ketchikan Gateway Borough and the City of Ketchikan. In concept, consolidation of the two local governments meets the fundamental purpose of the Local Government Article of the Constitution of State of Alaska, which is to provide for maximum local self-government with a minimum of local government units.

The elected Commissioner members are volunteers and have agreed initially, to meet on a weekly basis. The Commission must complete its work by September 2004. The Commission has adopted the petition submitted by the City of Ketchikan to the Local Boundary Commission in 2000/2001 as a working draft. However, it has committed to a thorough and independent review of that prior petition. That prior petition consists of approximately 180 pages (excluding attachments).

Meetings conducted by the Ketchikan Consolidation Commission require public notice. The meetings will be recorded and televised locally. Additionally, written meeting minutes of each meeting will be produced and, funds permitting, one or more community surveys on various issues will be conducted.

The grant from DCED/DCA will be used for part-time clerical support, rental of office equipment, office supplies, advertising for public meetings, and other expenses. The following is a summary of the scope of work authorized under this grant and the estimated cost:

#### **Clerical Support Component**

The scope of the Clerical Support Component includes, but is not limited to, part-time staff support to the Ketchikan Consolidation Commission to perform the following tasks:

1. Make all electronic changes to the petition document.
2. Make copies
3. Distribute document changes
4. Schedule public meetings
5. Prepare meeting agendas and minutes
6. Prepare and arrange advertising of public meetings.

The estimated cost of the clerical support is \$3,880 for 194 hours (wages, benefits, and payroll costs estimated at \$20 per hour).



**Office Equipment Purchase/Rental Component**

The scope and estimated cost of the Office Equipment Purchase/Rental Component includes, but is not limited to, the following:

Copier rental (or commercial copy charges) \$1,125  
Telephone/Internet 500

Computer 1,000

Fax/printer 250

Total \$2,875

**Office Supplies**

The scope and estimated cost of the Office Supplies Component includes, but is not limited to, the following:

Paper (10 cases)	\$180
VHS Tapes	126
Other	<u>1,000</u>
Total	\$1,306

**Advertising for Public Meetings**

The scope and estimated cost of the Advertising for Public Meetings Component includes, but is not limited to, the following:

Advertising  
\$1,150

**Other**

The scope and estimated cost of the "Other Component" includes, but is not limited to, the following:

Mailings	\$1,300
Facility rentals	<u>150</u>
Total	\$1,450

**Total estimated cost and total amount of grant funds available.**

The total estimated cost of the five components listed above equals \$10,661. The grant funds may be used for public expense incurred by the Ketchikan Consolidation Commission by June 30, 2004, within the scope of the five components outlined above, but may not exceed \$10,000.

