

MUNICIPALITY OF ANCHORAGE
GRANT AGREEMENT with
THE FEDERATION OF COMMUNITY COUNCILS, INC.
2023

The Municipality of Anchorage (hereinafter “Grantor”) and The Federation of Community Councils, Inc. (hereinafter “Grantee”) enter into the following grant agreement. In consideration of the mutual covenants herein, the parties agree as follows. This agreement consists of:

Part I, Consisting of 22 sections of Special Provisions;

Part II, Consisting of 10 sections of General Provisions;

Appendices:

Appendix A, Scope of Services, comprised of 3 pages;

Appendix B, Budget, comprised of 1 page;

Appendix C, Payment Schedule, comprised of 1 page;

Appendix D, Reporting, comprised of 1 page;

Appendix E, Quarterly Financial Report, comprised of 1 page;

Appendix F, Quarterly Report, comprised of 1 page;

Appendix G, Annual Financial Report, comprised of 1 page;

Appendix H, Annual Report, comprised of 1 page;

Appendix I, Employee Performance Evaluation Report, comprised of 3 pages.

It is understood that Grantee is a nonprofit corporation and that the Chair of the Federation of Community Councils, Inc. has the authority to execute this grant agreement on behalf of Grantee.

PART I - SPECIAL PROVISIONS

Part I of this agreement consists of those provisions that are listed below by section number and title.

- Section 1. Definitions
- Section 2. Award of Grant
- Section 3. Term of Grant
- Section 4. Use of Grant Funds; Scope of Expenses
- Section 5. Method of Payment
- Section 6. Grant Administration
- Section 7. Termination
- Section 8. Duties upon Termination

- Section 9. Insurance
- Section 10. Financial Management System
- Section 11. Reporting and Audits
- Section 12. Records Management
- Section 13. Assignments
- Section 14. Ownership; Publication, Reproduction and Use of Material
- Section 15. Notices
- Section 16. Sub-agreements
- Section 17. Duties Upon Expiration
- Section 18. Prohibition on Endorsement of Candidates
- Section 19. Prohibition of Personal and Political Attacks
- Section 20. Political Activity
- Section 21. Grantee Communications on behalf of Community Councils
- Section 22. Ballot Measures

Section 1. Definitions.

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Grantee" means Federation of Community Councils, Inc.
- B. "Grantor" means the Municipality of Anchorage.
- C. "Council" means any one or all of the community councils organized for areas in Anchorage and established by ordinance of the Anchorage Assembly.
- D. "Administrator" means the Assembly Chair, Municipal Clerk, or designee.

Section 2. Award of Grant.

- A. Grantee is hereby awarded a grant in the total amount of NINETY THOUSAND DOLLARS (\$90,000).
- B. This grant is awarded and may only be accepted subject to each and every covenant, term, and condition set forth in this agreement. Funds shall be paid as indicated on the payment schedule attached hereto as Appendix C. Grantor may, as a condition of releasing any funds under this agreement, require Grantee to submit to Grantor, any reports, records, audits or other materials required by the Grantor. As a condition of payment, Grantee shall have paid all municipal taxes currently due and owing by Grantee.
- C. Grantee acknowledges that Grantor has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which Grantee's program is successful, and Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant agreement.
- D. This agreement may be subject to the availability of funds granted to the Municipality from other funding agencies. The Grantee acknowledges that during the term of this grant agreement, any funding level reduction to the Municipality will reduce funds available to the Grantee.

- E. This agreement is subject to the availability of funds lawfully appropriated by the Anchorage Municipal Assembly for its performance. Grantor cannot guarantee the availability of funding, or future amounts of funding, if any, for this grant, and Grantee understands and accepts this risk.
- F. Pursuant to Anchorage Municipal Charter Section 13.06(a), funding for this grant, or grants, can be reduced upon declaration by the Mayor to the Anchorage Municipal Assembly of a severe financial or economic hardship. Funding may not be reduced by more than the amount of the then unencumbered balance.

Section 3. Term of Grant.

- A. This agreement becomes effective when signed on behalf of Grantor.
- B. The services, functions or activities described in Appendix A, Scope of Services of this agreement shall begin on January 1, 2023, and be completed by December 31, 2023, the date of expiration of this agreement.
- C. Any change in the duration of this agreement must be approved by written agreement of Grantor and attached hereto as a Grant Amendment.
- D. This agreement may be terminated at the sole discretion of Grantor or in accordance with provisions of Part I, Section 8.
- E. For purposes of a grant renewal, the Grantee shall initiate discussions with the Administrator after September 1 of each year. If the parties agree to renew, the Administrator will undertake best efforts to prepare the grant agreement for Grantee's signature by November 15 of each year, with the goal of Assembly approval before December 15 of each year.

Section 4. Use of Grant Funds; Scope of Expenses.

- A. Grant funds made available to Grantee under this agreement may not be used for expenses or obligations incurred by Grantee before January 1, 2023.
- B. Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Appendix A, Scope of Services. Any change in a budget category in the Grant Budget included in Appendix B which exceeds the total budget category by an amount greater than 10% or five hundred dollars (\$500.00), whichever is smaller, must be approved in writing by Grantor.
- C. To the extent consistent with the purposes for which funds are made available to Grantee under this agreement, the services and facilities provided by Grantee will be provided only within the Municipality of Anchorage, consistent with Grantee's obligations under Appendix A, Scope of Services.
- D. No claim for services or functions or other actions performed in addition to those specifically described in Appendix A, Scope of Services shall be allowed by Grantor. However, Grantee may at its own expense provide such other services or perform such other functions as are appropriate and not inconsistent with this agreement.
- E. Written approval must be obtained from Grantor prior to expending grant funds for:
 - 1. Travel outside the Municipality of Anchorage

2. Out of town consultants
 3. Capital purchases with unit value exceeding \$500.00
 4. Construction or repair of building
- F. Income earned with grant funds received by Grantee must be reported to Grantor and may not be expended by Grantee for any purpose without the prior written authorization of Grantor.
- G. Grantee shall establish uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures shall provide that:
1. For purchases of non-expendable personal property, or for the award of a agreement with a value of \$500 or more, the Grantee will require three competitive price quotations from three potential suppliers; and
 2. Grantee will retain written records of price quotations, and will include in the written records the written specifications of: suppliers' names; addresses; and prices quoted.
- H. No funds made available to Grantee under this grant agreement may be used for:
1. Purchase of automobiles, vans, buses, or other transportation equipment;
 2. Losses from bad debts;
 3. Contributions to contingency reserves or miscellaneous funds;
 4. Contributions, donations, or dues to any organization;
 5. Entertainment costs;
 6. Purchase of food or beverages;
 7. Fines and penalties;
 8. Interest on borrowing, financing, refinancing costs or related legal and professional fees;
 9. Legal fees, except for the direct benefit of service recipients;
 10. Indirect or percentage overhead costs, except as directly charged to grant activities funded;
 11. Costs associated with lobbying at local, State, or Federal levels or other political activities;
 12. Costs of promoting or opposing unionization; and
 13. Costs of supporting any religious or anti-religious activities.

Section 5. Method of Payment.

- A. Subject to Grantee's satisfactory performance, Grantor shall pay Grantee no more than NINETY THOUSAND DOLLARS (\$90,000) in accordance with this section.
- B. Grantor shall pay Grantee in accordance with the schedule set forth in Appendix C, Payment Schedule. Grantor may, as a condition of releasing any funds under this agreement, require Grantee to submit to the Grantor any reports, records, audits or other materials required as per Appendix D. Failure to submit reports required under this agreement may result in Grantor withholding scheduled

payments.

- C. Grantee is not entitled to any compensation under this agreement, other than is expressly provided for in this section. Grantee acknowledges that the Grantor has no obligation to continue funding the program described herein beyond the term of this agreement and accepts the compensation described in this section as full consideration of all the costs it incurs in rendering its performance under this agreement.

Section 6. Grant Administration.

- A. The Anchorage Assembly Chair, Municipal Clerk, or designee shall administer this grant on behalf of Grantor.
- B. The Chair of the Federation of Community Councils, Inc. shall administer this grant on behalf of Grantee.

Section 7. Termination.

This grant may be terminated:

- A. By mutual consent of the parties expressed in writing.
- B. By Grantor when funds designated for this grant's performance are not available due to budget considerations.
- C. By Grantor when a financial review on a previous grant to Grantee reveals ineligible expenditures by Grantee and Grantee has not reimbursed the Grantor for the full amount of the ineligible expenditures.
- D. By Grantor if Grantee fails to comply with timely quarterly reporting; timely annual reporting; or a timely annual budget submission.
- E. For the convenience of Grantor, provided that Grantor notifies Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.
- F. For cause, by either party, when the other party fails in any measurable way to perform its obligations under this agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefor, and the other party shall have thirty (30) days from receiving the notice to cure the default complained of.

Section 8. Duties upon Termination.

- A. In the event of termination of this agreement under Part I, Section 7, Grantee shall refund promptly to Grantor any unencumbered grant funds paid to Grantee or otherwise dispose of said funds as Grantor may direct. All finished and unfinished documents and materials prepared by Grantee shall become the property of Grantor. Equipment purchased by Grantee with grant funds shall be returned to Grantor or otherwise disposed of as the Grantor may direct.
- B. In the event of termination of this grant under Part I, Section 7.F. for an uncured default, Grantee shall refund, within 30 days of termination, all funds, whether encumbered or not, received by Grantee by way of this grant which were budgeted for the specific service or activity which was the basis for the default.

Equipment purchased by Grantee with grant funds shall be returned to Grantor or otherwise disposed of as Grantor may direct.

- C. If Grantee receives payments exceeding the amount to which it is entitled under subsection A of this section, it shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. In the event a final review has not been performed prior to expiration or termination of this agreement, Grantor reserves the right to recover an appropriate amount after fully considering the recommendations resulting from the final review.
- E. Except as provided in this section, termination of Grantee's services under Part I, Section 7 does not affect any other right or obligation of a party under this agreement.

Section 9. Insurance

- A. The Grantee shall maintain in good standing the insurance noted and described in Subsection B of this section. Grantee shall furnish Grantor with a Certificate of Insurance in accordance with Subsection B of this section.
- B. The Grantee shall provide the following insurance:
 - 1. \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
 - 2. Commercial General Liability including:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$5,000 Medical Payments
 - 3. Cyber/Privacy Liability insurance with limits not less than \$3,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
- C. The Grantee shall provide no less than thirty (30) days advance notice to the Grantor prior to cancellation of any policy of insurance required by this section.
- D. With the exception of Workers Compensation, each policy shall name the Municipality of Anchorage as an additional insured, and the actual policy endorsement shall accompany the Certificate of Insurance.
- E. General liability, workers compensation, and automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage, by reason of any payment made for claims under the above. The actual policy endorsement shall accompany the Certificate of Insurance.
- F. The Grantee shall extend its general liability insurance coverage to include the individual community councils.

Section 10. Financial Management System.

Grantee shall establish and maintain a financial management system including:

- A. Accurate, current, and complete disclosure of all financial transactions relating to this agreement.
- B. Effective control over and accountability for all grant funds and real and personal property acquired with grant funds, including written procurement policies.
- C. Maintain a grant (source) fund accounting system and accounting records which is supported by source documentation.
- D. Comparison of actual expenditures with budgeted amounts.
- E. Maintain separate accounts by source of funds for all revenues and expenditures. Identify the source and application of funds for Grantee's performance under this agreement, including information pertaining to sub-agreements, obligations, unobligated balances, assets, liabilities, outlays and income.
- F. Maintain policies and procedures that provide for accurate accounting and proper management of all grant funds in accordance with Part I, Section 5.
- G. Maintain procedures to bill clients for services received. These procedures must ensure that charges are reasonable, appropriate, and approved by Grantee's governing authority; and
- H. Provide a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

Section 11. Reporting and Audits.

- A. Grantor may, at any time, audit and review financial transactions undertaken by Grantee under this grant together with all other records with respect to matters covered by this grant to determine Grantee's compliance with its terms and conditions.
- B. Grantor may request such other information and reports relating to Grantee's activities under this agreement in such form and at such times as Grantor may reasonably require.
- C. Grantee will retain for a period of three (3) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement.
- D. Maintain accounting records on a continual basis pursuant to generally accepted accounting standards for similar organizations and report to the Municipal Clerk's Office.
- E. Report quarterly to the Administrator as per Appendix D, with a narrative description encompassing scope of services provided during the quarter, and a financial summary of expenditures to date by budget amount (forms provided).
- F. Provide an annual report to the Administrator as per Appendix D, including narrative summary of activities, status of employee evaluation(s), financial summary report with complete accounting and transaction records. This annual report shall include a discussion of how Grantee plans to use grant funds in the coming year to provide support for the councils. The report shall be presented

to the Administrator within thirty (30) days following the end of the calendar year and may be forwarded to the Assembly. If requested, provide a CPA review of the annual accounting records and transactions. The annual report shall be in addition to the quarterly reports.

- G. At their discretion, the Administrator or designee may conduct a council satisfaction survey during October of the current year, with the assistance of the Grantee.

Section 12. Records Management.

- A. If Grantee ceases operations under this grant agreement before the end of any record retention period in this section, all records described in Part 1, Section 10, and Appendix A shall be delivered to Grantor within 7 days of request.
- B. If Grantee fails to protect its records adequately from fire, theft, damage, deterioration, or any other type of loss during any retention period in this section, Grantor may take custody of any records described in Part 2, Section 11 that Grantor believes to be inadequately protected.

Section 13. Assignments.

- A. Except insofar as subsection B of this section specifically permits, any assignment by Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by Grantee to assign any part of its interest or delegate duties under this agreement shall give Grantor the right immediately to terminate this agreement without any liability for any actions performed by Grantee.
- B. Grantee may assign its interest or delegate its duties under this agreement only as expressly permitted in writing by Grantor.

Section 14. Ownership; Publication, Reproduction and Use of Material.

- A. Except as otherwise provided herein, all data, documents, and materials produced by Grantee under this grant agreement shall be the property of Grantor, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain, or which are not subject to copyright.
- B. Equipment purchased by Grantee with grant funds shall be the sole property of Grantor, and shall be marked and inventoried in accordance with Municipal Policies and Procedures, and submitted to the Contract Administrator with quarterly and annual reports.

Section 15. Notices.

Any notice required pertaining to the subject matter of this agreement shall be personally delivered, sent via email or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Grantor: Municipality of Anchorage
Municipal Clerk's Office
632 West 6th Ave, Suite 250
Anchorage, Alaska 99501

(907) 343-4311

Grantee: Federation of Community Councils, Inc.
1057 W. Fireweed Lane, Suite 100
Anchorage AK, 99503
(907) 277-1977

Notices are effective upon the earlier of receipt or five (5) days after proof of proper posting.

Section 16. Sub-agreements.

Grantee may enter into sub-agreements for the purchase of goods and services necessary for the performance of this agreement, provided:

- A. Every sub-agreement shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefor. Municipality shall be provided with a copy of every sub-agreement in an amount exceeding \$1,500.00 on a quarterly basis and shall be provided with a copy of any other subcontract upon request.
- B. Every sub-agreement under which Grantee delegates the provision of services shall be subject to review and approval by the Administrator before it is executed by Grantee.
- C. Every sub-agreement in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract.
- D. Grantee shall include the provisions of Section on "Nondiscrimination" in every sub-agreement so as to be binding upon every such subcontractor of Grantee under this grant agreement.

Section 17. Duties Upon Expiration.

Upon expiration of this grant agreement, no unencumbered funds may be expended by the Grantee. In addition to the final report required by Appendix D, Grantee will promptly refund to Grantor any unencumbered balance of grant funds paid to Grantee or otherwise dispose of said funds as Grantor may direct.

Section 18. Prohibition on Endorsement of Candidates.

Grantee agrees that it shall not expend any municipal funds for the support, opposition, or endorsement of candidates for any public, political or party office and that it shall not endorse or oppose candidates for public, political or party office even if such endorsement or opposition does not require expenditure of funds. If Grantor determines a violation of this prohibition has occurred, the violation shall result in forfeiture of all unencumbered funds for the year in which the violation occurs and ineligibility for any municipal funds for the immediately following fiscal year. Grantee may appeal the Grantor's determination to the Assembly Chair; it may further appeal the Assembly Chair's determination to the Assembly.

Section 19. Prohibition of Personal and Political Attacks.

Grantee shall not facilitate any activity that focuses on, targets, or attacks a person or group for personal or potential partisan, political motives. If Grantor determines a violation of this prohibition has occurred, the violation shall result in forfeiture of all

unencumbered funds for the year in which the violation occurs and ineligibility for any municipal funds for the immediately following fiscal year. Grantee may appeal the Grantor's determination to the Assembly Chair; it may further appeal the Assembly Chair's determination to the Assembly.

Section 20. Political Activity.

There shall not be any activity to further the election or defeat of any candidate for public, political, or party office as part of or in connection with this grant, nor shall any of the grant funds be used for such purposes.

Section 21. Grantee Communications on behalf of Community Councils

By law, community councils exist to allow citizens to discuss and advocate on public policy issues that affect their region of the municipality. While Grantee supports community council functions, Grantee is also a separate legal entity that receives municipal funds. To that end, Grantee must clearly state on all such communications distributed by the Grantee that the materials are being sent on behalf of the individual community council, and not the Federation of Community Councils, Inc.

Section 22. Ballot Measures

- A. Grantee shall not advocate for local or state ballot measures. However, it is not a violation of this agreement for the Grantee to assist a community council in disseminating information concerning measures on which that council has formally established a position.
- B. In addition to complying with all applicable municipal, state, and federal laws, any communication made by Grantee on behalf of or at the request of a council related to a ballot measure must include a statement of the official position adopted by the council on the issue, the meeting date on which the council took formal action to adopt its official position, and the vote count for and against the measure adopting the official position.

PART II - GENERAL PROVISIONS

Part II of this agreement consists of those provisions that are listed below by section number and title.

- Section 1. Relationship of Parties
- Section 2. Unallowable Activities
- Section 3. Permits, Laws and Taxes
- Section 4. Nonwaiver
- Section 5. Amendment
- Section 6. Indemnity
- Section 7. Jurisdiction: Choice of Law
- Section 8. Severability
- Section 9. Integration
- Section 10. Inspection and Retention of Records

Section 1. Relationship of Parties.

- A. Grantee shall perform its obligations hereunder as an independent contractor of Grantor. Grantor may administer the grant and monitor Grantee's compliance with its obligations hereunder. Grantor shall not supervise or direct Grantee other than as provided in this agreement. If Grantor elects sub-agreement to perform its services, the sub-contractor is bound by any and all provisions of this grant agreement.
- B. Both parties agree that funds provided hereunder are in the nature of a grant and do not constitute a contract for the purpose of supplies, services, or other consideration to Grantor.
- C. Grantor shall provide Grantee with municipal directories and public information as appropriate upon written request to Administrator.

Section 2. Unallowable Activities.

A. Discrimination.

Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Grantee agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 1. Grantee shall state, in all solicitations or advertisements for employees to work under this agreement, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability;
- 2. Grantee shall comply with any and all reporting requirements that may apply to it that the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation;
- 3. Grantee shall include the provisions of this section in every subcontract or purchase order under this agreement, so as to be binding upon every such subcontractor or vendor of Grantee under this agreement, and;
- 4. Grantee shall comply with all applicable federal, state and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50, of the Anchorage Municipal Code.

B. Conflict of Interest.

- 1. No member of the Board of Directors shall cast a vote on any matter which could financially benefit such member, or any organization such member may represent;

2. Each member shall avoid organizational conflict of interest, and all personnel shall avoid personal conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds; and
3. No funds shall be paid to any non-governmental individual, institution or organization to conduct an evaluation of the grant if such individual, institution or organization is associated with the grant as a consultant or technical advisor.

C. Kickbacks.

No officer, employee or agent of Grantee shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential sub-recipient, contractor or other individual served through the grant.

D. Nepotism.

Grantee shall not hire a person in an administrative capacity or staff position under the grant if a member of that person's immediate family is engaged in an administrative capacity for Grantee or is a member of the Board of Directors. The term "immediate family" means: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child. The term "person in an administrative capacity" includes those persons who have overall administrative responsibilities for a grant including all appointed or elected officials who have a responsibility for obtaining and/or approval of any funds received.

E. Political Patronage.

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.
2. Grantee agrees that it shall not expend any municipal funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for state or municipal office even if such endorsement or opposition does not require expenditure of funds. Grantee understands that after a determination by Grantor that a violation of this prohibition has occurred it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any municipal funds for the immediately following fiscal year.

F. Limitations on Religious Activities.

Grantee agrees that if it represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institute or organization, that in connection with all services provided under this grant agreement:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons

on the basis of religion.

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such service.
4. The portions of a facility used to provide such services under this grant agreement, in whole or in part, shall contain no sectarian or religious symbols or decorations.

Section 3. Permits, Laws and Taxes.

Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement, including a business license issued by the State of Alaska, Department of Commerce, and/or a non-commercial solicitation license issued by the Municipality of Anchorage if required. All actions taken by Grantee under this agreement shall comply with all applicable statutes, ordinances, rules and regulations. Grantee shall pay all taxes pertaining to its performance under this agreement.

Section 4. Nonwaiver.

The failure of Grantor at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of Grantor thereafter to enforce each and every provision hereof.

Section 5. Amendment.

- A. This grant agreement shall only be amended, modified or changed in writing, executed by authorized representatives of the parties, with the same formality as this agreement was executed and such writing shall be attached to this grant agreement.
- B. For the purposes of any amendment to the terms and conditions of this agreement, the only authorized representatives of the parties are:
 1. Chair, Federation of Community Councils
 2. Assembly Chair, Municipal Clerk, or authorized designee, Municipality of Anchorage
- C. Any attempt to amend, modify, or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

Section 6. Indemnity.

Grantee shall indemnify, defend, save, and hold Grantor harmless from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property occurring during the course of or as a result of Grantee's or any subcontractor's performance pursuant to this grant agreement.

Section 7. Jurisdiction: Choice of Law.

Any civil action arising from this agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this grant

agreement.

Section 8. Severability.

Any provision of this grant agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the agreement.

Section 9. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 10. Inspection and Retention of Records.

- A. Grantee shall, at any time during normal business hours and as often as Grantor may deem necessary, make available to Grantor, for examination, all of its records with respect to all matters covered by this agreement for a period ending three years after the date Grantee is to complete performance in accordance with Part I, Section 3
- B. Upon request, and within a reasonable time, Grantee shall submit such other information and reports relating to its activities under this agreement, to Grantor, in such form and at such times as Grantor may reasonably require.
- C. Grantee shall permit Grantor to review, examine and make copies of such records, and to make reviews of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this agreement. Grantor may, at its option, permit Grantee to submit its records to Grantor in lieu of the retention requirements of this section.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and place shown below.

**MUNICIPALITY OF ANCHORAGE,
LEGISLATIVE BRANCH**

Barbara A. Jones

Assembly Chair, Municipal Clerk,
or Authorized Designee
Date: 04/14/2023

**FEDERATION OF COMMUNITY
COUNCILS, INC.**

Wells St

Chair, Federation of Community
Councils, Inc.
Date: 03/22/2023
IRS Tax Identification No. ENTERTIN
Tax Status: Non-Taxable

MUNICIPALITY OF ANCHORAGE

Kent Kohlase

Mayor, Municipal Manager, or
Authorized Designee
Date: 05/08/2023

APPENDIX A

Scope of Services

The primary function of Federation of Community Councils, Inc. is to facilitate communication on behalf of and between the many community councils and to support the councils and public as they serve their respective communities.

Community and Public Functions – Grantee shall perform the following services:

1. FCC Board of Delegates

1. Maintain the minutes and attendance records for Board of Delegates meetings in office.
2. Maintain a contact list of Board of Delegates and Executive Committee.
3. Coordinate Board of Delegates meetings.
4. Perform additional activities at the request of the Board of Delegates and Executive Committee.

2. Community Councils

1. Maintain files of each community council's activities (Note: Grantee will request this information but is not responsible for failure of any council to provide the same):
 - a. Request minutes of each council's meetings and other relevant records relating to council's activities, including current officers, history, bylaws, policies, resolutions, correspondence, etc.
 - b. Maintain paper files in a systematic manner.

3. Information for the public

1. Notify councils and public of meetings and public hearings, including meeting date and location.
 - a. Notifications will include FCC meetings, community council meetings, public hearings, and municipal meetings.
 - b. Notification will be made through Grantee's email distribution lists, posting notification in office and on website, and by other means deemed to effectively reach public served by Grantee.
 - c. Grantee acknowledges time is of the essence for public hearing and public meeting notices. Grantee agrees to distribute such notices and posting within ten (10) calendar days of receipt and shall use its best efforts to expediently distribute all notices timely.
2. Maintain a contact list of FCC Board of Delegates and Executive Committee, including general meeting information, available to the public in office and through website.
3. Maintain a contact list of Community Councils and their representatives, including general meeting information, available to the public in office and through website. (Note: Grantee will request this information but is not responsible for failure to list representative(s) or officer(s) phone number or

address if declined to be provided.)

4. Provide information and referral on the community, community issues, councils, and councils center services.
5. Maintain a current map of council boundaries, available to the public in office and through website.

4. Resources

1. Maintain and continue to develop a resource library/e-library and related supportive services.
2. Obtain municipal documents impacting Anchorage residents and councils for reference use by council members and public.
3. Other resources and documents as space permits, with emphasis on neighborhood organization development.

5. Support Services

1. Maintain reasonable office hours to answer questions and provide information on community councils at an established office.
2. Provide the following technical support services:
 - a. Continued development and maintenance of website for ease of use and access.
 - b. Printing services for the council(s) and public on information about the involvement of citizens in the governmental process at the neighborhood levels.
 - c. Other technical assistance as required to help councils produce documents.
3. Miscellaneous services:
 - a. Forward mail to appropriate councils.
 - b. Mailing services (as budget allows) on council newsletters.
 - c. Supplies to support these services and for general office operations.
 - d. On-going training for council members and officers.

The Grantee shall, under no circumstances, provide services to individual councils which are found to not be in compliance with Anchorage Municipal Code 2.40.030, Definition and Recognition of Community Councils.

Administrative Functions – Grantee shall perform the following:

1. Grantee's Executive Committee shall review a monthly Federation of Community Council's staff report.
2. Grantee shall submit quarterly and annual reporting per Appendix D.
3. Grantee shall request funds in such a written request form and manner as is satisfactory to or required by the Grantor. See Appendix C.
4. Between January 1, 2023 and September 30, 2023 Grantee shall develop a budget for the following year (January through December, 2024).

5. By October 1, 2023 Grantee shall submit a proposed budget for the following year (2024) to Administrator. The proposed budget shall be submitted with a cover letter requesting initiation of grant renewal for the next year. The agreement between the Grantor and Grantee will be based on the approved annual 2024 budget. See Appendices B and D.
6. Grantee's Executive Committee members shall conduct an evaluation, on an annual basis, of all Federation of Community Councils' employees paid with the use of grant funds, in such format as the Municipality may direct (See Appendix I). The evaluation(s) should be conducted between September 1 and October 31, 2023. Grantee's Executive Committee shall maintain the file of the confidential evaluation results, making the evaluations(s) available for review at the request of the Administrator, or during any audit authorized under this agreement.

APPENDIX B

FEDERATION OF COMMUNITY COUNCILS, INC. BUDGET

**2023 FCC Budget Detail
Proposed as of 2022-1024**

Personnel Services	\$57,000
Manager	
Manager Assistant	
Payroll Taxes & Workers' Comp	
Contractual	\$15,700
Telephone and Internet	
Office Equipment Repair/Maintenance	
CPA	
Insurance and Other	
Communications	\$8,000
Postage, Shipping, and Delivery	
Duplication/Printing	
Rent and Other Facility Costs	\$6,500
Other Costs	\$2,800
Total Award	\$90,000

APPENDIX C

PAYMENT SCHEDULE

SUBJECT TO GRANTEE'S satisfactory performance of all its obligations under this grant (including obligations in Appendices A and D), and upon submission of invoice requesting payment, Grantor shall provide funding to Grantee in accordance with the following schedule:

\$22,500	January 31, 2023 – 2023 Quarter 1 distribution
\$22,500	April 30, 2023 – 2023 Quarter 2 distribution
\$22,500	July 31, 2023 – 2023 Quarter 3 distribution
\$22,500	October 31, 2023 – 2023 Quarter 4 distribution

This grant payment schedule is intended to forward fund the Grantee, to aid the Grantee in continuing services uninterrupted.

Invoices will be due immediately under this agreement, subject to Grantee's satisfactory performance of all obligations under this grant. Completion of prior grant year reports and obligations are required before first payment of current grant will be issued.

APPENDIX D

REPORTING

Quarterly Reporting: the quarterly financial and narrative reports are due to the Administrator on the following schedule:

Quarter	Reports Due
2023 First	April 17, 2023
2023 Second	July 17, 2023
2023 Third	October 16, 2023
2023 Fourth	January 15, 2024

Annual Reporting: the annual financial and narrative reports are due January 15, 2024. If requested, provide CPA review of accounting records to Administrator.

- Employee evaluations should be conducted in September – October 2023, with completion date reported in the Annual Report.

Other:

- A. Signed current year grant agreement required prior to first request for funding payment.
- B. Current certificates of insurance for worker’s compensation, general liability, with a waiver of subrogation for the Municipality of Anchorage required prior to first request for funding payment.
- C. Proposed next year (2024) budget due October 1, 2023.

See the following pages:

- Appendix E – Quarterly Financial Report
- Appendix F – Quarterly Report
- Appendix G – Annual Financial Report
- Appendix H – Annual Report
- Appendix I – Employee Evaluation Form

Appendix E

Quarterly Financial Report FY2023

Federation of Community Councils, Inc. Report Period:

Budget Category	Actual Budget	Prior Expended Funds	Funds Expended This Period	Total Funds Expended	Percent Expended	Funds Available
Personnel Services	57,000.00	-	-	-		
Contractual	15,700.00	-	-	-		
Comms & Training	8,000.00	-	-	-		
Rent & Other Facility	6,500.00	-	-	-		
Other Costs	2,800.00	-	-	-		
TOTAL	\$ 90,000.00	\$ -	\$ -	\$ -	%	\$ -

Grant Status	
	\$ 90,000.00 Total Grant Amount
	\$ - Total Grant Funds Received To-Date

Income Status	Prior Period	This Period	Total Earned
Interest Earned			
Program Income			

Equipment Purchased	Description/Cost/Serial Number/Model Number

CERTIFICATION: I certify to the best of my knowledge and belief, the above data is correct, and that all outlays were made in accordance with the grant conditions.	
SIGNATURE:	DATE:

APPENDIX F

Quarterly Report

Federation of Community Councils, Inc. Report Period:

1. List and briefly describe activities and services provided by the FCC during the quarter including the following functions within the scope of services (attach additional pages if necessary).
 - a. Minutes and attendance records for each Grantee Board of Delegates meeting.
 - b. An update on the following technical services provided to the councils and public:
 - i. Continued development and maintenance of website for ease of use and access.
 - ii. Printing services for the council(s) and public on information about the involvement of citizens in the governmental process at the neighborhood levels.
 - iii. Mailing services (as budget allows) on council newsletters.
 - iv. Other technical assistance as required to help councils produce documents.
 - v. On-going training for council members and officers.
2. Provide a current list of the Grantee Board of Delegates and location on website where information is available to the public.
3. Provide a current list of Community Council contacts and location on website where information is available to the public.
4. Number of notifications (and sample notifications) distributed to councils and the public of public hearings and meetings through Grantee's email distribution lists.
5. Any updates to files of each community council's activities (Note: Grantee will request this information but is not responsible for a failure of any Council to provide the same):
 - a. Request minutes of each council's meetings and other relevant records relating to council's activities, including current officers, history, bylaws, policies, resolutions, correspondence, etc.
 - b. Maintain paper files in a systematic manner.
 - c. Provide the location where this information is located on the Grantee's website.
6. Information on reasonable office hours to answer questions and provide information on community councils at an established office.
7. Miscellaneous provisions:
 - a. Any additional activities performed at the request of the Grantee Board of Delegates of Executive Committee.
8. Do you foresee a need to make changes to budget line items that exceed 10%?

Appendix G

Annual Financial Report FY2023

Federation of Community Councils, Inc.

Budget Category	Actual Budget	Prior Expended Funds	Funds Expended This Period	Total Funds Expended	Percent Expended	Funds Available
Personnel Services	57,000.00	-	-	-		
Contractual	15,700.00	-	-	-		
Comms & Training	8,000.00	-	-	-		
Rent & Other Facility	6,500.00	-	-	-		
Other Costs	2,800.00	-	-	-		
TOTAL	\$ 90,000.00	\$ -	\$ -	\$ -	%	\$ -

Grant Status	
\$ 90,000.00	Total Grant Amount
\$ -	Total Grant Funds Received To-Date

Income Status	Prior Period	This Period	Total Earned
Interest Earned			
Program Income			

Equipment Purchased	Description/Cost/Serial Number/Model Number

CERTIFICATION: I certify to the best of my knowledge and belief, the above data is correct, and that all outlays were made in accordance with the grant conditions.

SIGNATURE:

DATE:

APPENDIX H

Annual Report

Federation of Community Councils, Inc.

Report Year:

1. List and briefly describe major activities and major services provided by the FCC during the year including the following functions within the scope of services (attach additional pages if necessary).
 - a. Minutes and attendance records for each Grantee Board of Delegates meeting.
 - b. An update on the following technical services provided to the councils and public:
 - i. Continued development and maintenance of website for ease of use and access.
 - ii. Printing services for the council(s) and public on information about the involvement of citizens in the governmental process at the neighborhood levels.
 - iii. Mailing services (as budget allows) on council newsletters.
 - iv. Other technical assistance as required to help councils produce documents.
 - v. On-going training for council members and officers.
2. Provide a current list of the Grantee Board of Delegates and location on website where information is available to the public.
3. Provide a current list of community council contacts and location on website where information is available to the public.
4. Number of notifications (and sample notifications) distributed to councils and the public of public hearings and meetings through Grantee's email distribution lists.
5. Any updates to files of each community council's activities (Note: Grantee will request this information but is not responsible for a failure of any council to provide the same):
 - a. Request minutes of each council's meetings and other relevant records relating to council's activities, including current officers, history, bylaws, policies, resolutions, correspondence, etc.
 - b. Maintain paper files in a systematic manner.
 - c. Provide the location where this information is located on the Grantee's website.
6. Information on reasonable office hours to answer questions and provide information on community councils at an established office.
7. Miscellaneous provisions:
 - a. Any additional activities performed at the request of the Grantee Board of Delegates or Executive Committee.
8. When was employee evaluation(s) completed?

APPENDIX I

Employee Performance Evaluation Report 2023

Evaluation for _____
(Employee Name and Position)

Instructions:

Rating: For each category of performance listed below, please use the following rating system: **1-Unsatisfactory 2-Improvement Needed; 3-Average; 4-Above Average; 5-Outstanding**

Narrative: When appropriate, you may explain any generally expected standards of performance or standards of performance established for the position and describe the employee's performance relative to the standards discussed, discussing strengths and weaknesses.

1. QUANTITY – Consider the amount of work performed and the completion of work on schedule:

Rating: _____

2. QUALITY – Consider accuracy, job knowledge, thoroughness, neatness, technical skills:

Rating: _____

3. COMMUNICATION – Consider oral and written expression, communication with the FCC Board of Delegates and Executive Committee, community councils, Municipality, and the general public:

Rating: _____

4. WORK HABITS – Consider attendance, initiative, dependability, self-

improvement, compliance with work instructions, orderliness:

Rating: _____

5. PERSONAL RELATIONS – Consider relationship with the FCC Board of Delegates and Executive Committee, community councils and Municipality, interface with the public, responsiveness to Board of Delegates and Executive Committee objectives:

Rating: _____

6. NEUTRAL/NON-PARTISAN – How well does this employee maintain neutrality/nonpartisanship when representing the FCC?

Rating: _____

7. FINANCIAL MANAGEMENT – How well does this employee manage grant and grant reporting? Are all reports accurate and submitted timely? Are all required Municipal reports accurate and timely?

Rating: _____

8. MEETING FCC OBJECTIVES & ASSISTING COMMUNITY COUNCILS – How well does this employee’s job performance further the goals of the FCC? How well does this employee manage community council email distribution lists? Are communications and notices sent out in a timely manner when requested by councils?

Rating: _____

OVERALL RATING

Rating: _____

Dated this _____ day of _____, 2023.

FCC Executive Committee Chair