

Seward City Council

Agenda Packet



First Snow Day - Photo by Candy Norman

October 24, 2016



The City of Seward, Alaska
CITY COUNCIL MEETING AGENDA



{Please silence all cellular phones during the meeting}

October 24, 2016

7:00 p.m.

Council Chambers

Jean Bardarson
Mayor
Term Expires 2017

Marianna Keil
Vice Mayor
Term Expires 2018

Ristine Casagrande
Council Member
Term Expires 2018

David Squires
Council Member
Term Expires 2017

Sue McClure
Council Member
Term Expires 2017

Deborah Altermatt
Council Member
Term Expires 2017

Erik Slater
Council Member
Term Expires 2018

James Hunt
City Manager

Johanna Kinney
City Clerk

Will Earnhart
City Attorney

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
 - A. **SWEAR IN NEWLY ELECTED OFFICIALS:**
 - *Rissie Casagrande*
 - *Erik Slater*
 - *Marianna Keil*
3. **ROLL CALL**
4. **CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING**
[Those who have signed in will be given the first opportunity to speak. Time is limited to 3 minutes per speaker and 36 minutes total time for this agenda item.]
5. **APPROVAL OF AGENDA AND CONSENT AGENDA**
[Approval of Consent Agenda passes all routine items indicated by asterisk (). Consent Agenda items are not considered separately unless a council member so requests. In the event of such a request, the item is returned to the Regular Agenda]*
6. **SPECIAL ORDERS, PRESENTATIONS AND REPORTS**
 - A. Proclamations and Awards
 - B. Chamber of Commerce Report
 - C. City Manager Report Pg. 4
 - D. Other Reports and Presentations
7. **PUBLIC HEARINGS – None**

8. UNFINISHED BUSINESS

A. Resolutions

1. Resolution 2016-061, Authorizing The City Manager To Sign The Automatic Aid Agreement And Operational Plan Between The City Of Seward Fire Department And The Bear Creek Fire And Emergency Services Area. (*Postponed from October 10, 2016*) Pg. 8
2. Resolution 2016-062, Authorizing The City Manager To Sign The Mutual Aid Agreement And Operational Plan Between The City Of Seward Fire Department And The Bear Creek Fire And Emergency Services Area. (*Postponed from October 10, 2016*) Pg. 19

9. NEW BUSINESS

A. Resolutions

- * 1. Resolution 2016-063, Authorizing A Sole Source Contract With Construction Machinery Industrial, LLC (CMI) For Repairs To The 2006 G990 Volvo Road Grader For An Amount Of \$32,427.20 With A 15% Contingency For A Total Amount Not To Exceed \$37,291.28, And Appropriating Funds. Pg. 29
- * 2. Resolution 2016-064, Honoring The 25th Anniversary Of The Seward Bike Path. Pg. 35
3. Resolution 2016-065, Amending The City Of Seward's Calendar Year 2017 City Legislative Priorities. Pg. 37
4. Resolution 2016-066, Amending The City Of Seward's Calendar Year 2017 State Legislative Priorities. Pg. 41
5. Resolution 2016-067, Establishing The City Of Seward's Calendar Year 2017 Federal Legislative Priorities. Pg. 45
- * 6. Resolution 2016-068, Accepting Grant Funds From The State Of Alaska Department Of Commerce, Community And Economic Development In The Amount Of \$300,000 For Lowell Canyon Tunnel Flood Protection Scoping And Feasibility Study, And Appropriating Funds. Pg. 49
- * 7. Resolution 2016-069, Accepting Grant Funds From The U.S. Department Of The Army In The Amount Of \$1.5 Million For The Lowell Creek Flood Diversion Feasibility Study, Approving A Cooperative Agreement For The Project, Authorizing Initial Matching Funds In The Amount Of \$500,000, And Appropriating Funds. Pg. 66
- * 8. Resolution 2016-070, Accepting Grant Funds From The Kenai Peninsula Borough In The Amount Of \$50,000, For Beach Erosion, Bank Stabilization And Revetment, And Appropriating Funds. Pg. 95

B. Other New Business Items

- *1. Approval of the September 6, 2016 City Council Special Meeting Minutes. Pg. 104
2. Nominate, elect, and swear-in a council member as Vice Mayor.

-
3. Appoint a council liaison or direct individual Boards & Commissions to give periodic reports to the City Council.
 4. Appoint a city representative to the Kenai Peninsula Economic Development District (KPEDD).

10. INFORMATIONAL ITEMS AND REPORTS *(No Action Required)*

- A. *Seward Community Health Center Coordinating Committee Meeting Minutes from July, 2016.* Pg. 107
- B. *“Extra Mile Day” Proclamation.* Pg. 111

11. COUNCIL COMMENTS

12. CITIZEN COMMENTS

13. COUNCIL AND ADMINISTRATION RESPONSE TO CITIZEN COMMENTS

14. ADJOURNMENT

CITY OF SEWARD
P.O. Box 167
Seward, AK 99664

Jim Hunt, City Manager
Telephone (907) 224-4047
Facsimile (907) 224-4038

MANAGER'S REPORT
September 18th thru October 14th, 2016

The following purchase orders for between \$10,000 and \$50,000 have been approved by the City Manager since the last council meeting: NONE

ADMINISTRATION

- Attended the ICMA conference
- Working on final phase of the City hall carpet abatement project.
- Assistant City Manager completed the Marine Port Manager and the Marine Port Executive course.
- Attended the Pre-charrette meet-and-greet for Lowell Creek Flood Diversion with Kim Townsend and George Kalli
- Attended meeting with AKRR for Railport Seward update
- Meeting with Jim McCracken and Mica Vanbuskirk to discuss Lowell point road possible funding opportunities
- Attended the Alaska's Economic Strategy meeting in Kenai

ELECTRIC

- Notice to proceed attached

LIBRARY

- September 2016 Statistics :14106 Front Door Counter ;304 Museum Admission ;157 Iditarod Movie Admission ; 3277 Joint Library Catalog Checkouts; 398 Alaska Digital Library Checkouts; 23 Programs ;20 Passport Applications; 3 Notaries; 183 Room Uses; 2 Proctored Exams; 1077 Public Computer Sessions
- Two Library Museum staff attended the Museums Alaska Conference from September 22-24 in Juneau. Madeline McGraw, Curator, appreciated the amazing opportunity to connect with other museum professionals from across Alaska, and came away with a lot of inspiration and new ideas. Annie Martin, Program Coordinator, said she attended a session on Arts Innovation and Engagement in museum programming, and is excited to explore news ways of incorporating the arts into Library & Museum Programs.
- Since switching to our winter hours, the Museum has had 68 visitors during our new Friday and Saturday hours. The Museum also had two scheduled visits, one from the NHK Japan Broadcasting Corp film crew which was in town for the Jujiro Wada statue dedication, and the other from the Seward Mountain Haven residents.
- Stop by and check out the newly installed Seward Cemetery Window Exhibit, which will remain in place through October. Stay tuned for future Museum programming this fall.
- Don't miss Spooky Stories in the Museum on Saturday, October 29th at 4:30PM. Get in the Halloween spirit with spooky stories from Alaska, and even Seward, by local Sewardites.
- Community Book Club kicked off on Saturday, October 8th with a delicious Brunch and discussion about the books we enjoyed most this summer. Our current selection is The Creatures at the Absolute Bottom of the Sea, by Rosemary McGuire. Ms. McGuire will join us via Skype at our next Community Book Club meeting on Tuesday, November 8th, at 6:30PM. All are welcome

PUBLIC WORKS

- Public Works conducted interviews for new Mechanic/Operator, with hopes to make offers soon
- Water lines are being flushed around town to finish before freeze up.
- Sewer lines also flushed out for yearly maintenance.
- Water shut offs continue at harbor and as needed.
- We are still seeing several dig permits coming thru this office. Everyone is feeling the rush at the end of the season.
- We are still working on preventative maintenance in all areas of Public Works.
- Public Works Director continues to work with Administration on several issues as they come up.

HARBOR

- We had construction meetings with Hamilton Construction and R&M for the SMIC breakwater project on 10-13-2016 and 10-20-2016.
- Hamilton Construction is continuing to stock pile rock in Kodiak, and currently barging rock from Kodiak and stockpiling the rock in Seward, they are still placing rock in the water.
- The Harbor and the Water department are continuing to prepare the floats for winter.
- There are several locations for water service throughout the winter one location is at the North West corner of the T-dock, the south east side of F-float and at the North West section of Z-float.
- Harbormaster attended and completed the Marine Port Manager and the Marine Port Executive course.
- The harbor office is currently in the process of hiring a new admin assistant; one of the office staff has left to fulfill her career goals.

FINANCE

- Attended PERS employer training in Juneau

PARKS AND RECREATION

- Thanks to public for patience as we work to program recreation spaces.
- Welcome Austin Ledford, former Campground Coordinator to S&R Coordinator we are excited to have him join our Sports team
- Archery League is set to start Wednesday nights Nov 2nd – Nov 30th from 6 to 9pm
- The Annual Community Halloween Carnival is Monday, October 31st from 6 to 9 pm. Booth space is now available: www.cityofseward.us. Currently 14 booths are signed up for the carnival, 5 of which are SPRD's. A departmental challenge has gone out to the City departments.
- The Glacier Family Medicine Pumpkin Prowl at Forest Acres Park Sat, Oct 22nd at 6:30pm. The Family Masquerade Ball Sat, Oct 22nd following the Pumpkin Prowl at the Seward Resort.
- 2 staff attended training Mon, Oct 10th for 'Bugs in the Schoolyard'. A STEM enrichment program designed for kids in MS. We are part of a pilot program in Alaska. We expect our program to begin on the Oct 27th. Training was held through the Afterschool Network in Anchorage.
- Planning for 3 days of 'Schools out day camp' this month, registration is now open.
- Teen Rec Room will host a Pumpkin Carving contest Fri, Oct 29th and Halloween Party on Sat, Oct 29th
- Recruitment for Teen Council, applications are now available. Stop by the Teen Rec Room located at 336 3rd Ave. or visit www.cityofseward.us
- Park staff has been spending a lot of time in the new cemetery section working to get it ready for layout and design for future burials.
- We have installed 4 new posts down along the waterfront bike path for additional dog doo bag stations.
- Staff is replacing drywall in the tractor bay of the warehouse in order to comply with our most recent fire inspection.
- We continue to winterize our campgrounds and parks and will have restrooms completely shut down next week.

- We have closed the Forest Acres Campground as well as Harbor Side and Alice.
- We are assisting the parking department in their shutdown and will have bumper stops and signs stored for the winter by next week.
- Triangle Park has two new interpretive panels installed. Park users and pedestrians will learn more about our bear and goat populations.
- Continue working with Metco and Hamilton regarding the Waterfront Park Beach Erosion mitigation project and KPB grant.
- Parking is closed for the season, will re-open May 1st

CITY OF SEWARD

P.O. Box 167
410 Adams Street
Seward, Alaska 99664-0167



- Main Office (907) 224-4050
- Police (907) 224-3338
- Harbor (907) 224-3138
- Fire (907) 224-3445
- City Clerk (907) 224-4046
- Community Development (907) 224-4049
- Utilities (907) 224-4050
- Fax (907) 224-4038

Hamilton Construction
P.O. Box 241952
Anchorage, AK. 99524
Attn: Jeff Hamilton

17 October 2016

NOTICE TO PROCEED

Mr. Hamilton,

At the Seward City Council Meeting on the 12th day of September 2016, City Council approved the acceptance of the EWP grant and the authorization for the City to enter into an agreement with Hamilton Construction to perform the work as outlined in the Engineered plans by AWR engineering to mitigate the erosion and provide protection of the transmission line crossing Snow River at approximately mile 17-18 of the Seward Highway. The City received and signed the contract between Hamilton Construction and The City of Seward on the 14th of October 2016.

With the Grant accepted and the contract with Hamilton finalized, Hamilton Construction is hereby authorized to begin work immediately on the proposed work. It is anticipated that the work will be substantially complete by 23 December 2016. Please coordinate your construction activities with the City's representative engineering firm, AWR, and their designated representative for construction specifications. For all other matters please contact the City's designated project representative, John Foutz, for this project.

Sincerely,

John Foutz, Electric Utility Manager
City of Seward Electric Department
P.O. Box 167, Seward AK 99664
Phone: 907.224.4071
Cell: 907.362.1785
Email: jfoutz@cityofseward.net

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-061**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AUTHORIZING THE CITY MANAGER TO SIGN THE
AUTOMATIC AID AGREEMENT AND OPERATIONAL PLAN BETWEEN
THE CITY OF SEWARD FIRE DEPARTMENT AND THE BEAR CREEK
FIRE AND EMERGENCY SERVICES AREA**

WHEREAS, automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources to residents of the Seward area in the form of emergency response personnel when required; and

WHEREAS, Alaska Statute 18.70.150 provides that: “A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it,”; and

WHEREAS, Resolution 1989-080, adopted on July 10, 1989, provided for a mutual aid agreement and operations plan between the Seward Fire Department (SFD) and the Bear Creek Fire and Emergency Medical Service Area (BCFEMSA); and

WHEREAS, no automatic aid agreement and operational plan has been formalized and this process will update and clarify the terms of automatic aid between SFD and BCFEMSA; and

WHEREAS, this automatic aid agreement is for the provision of fire apparatus and personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. An automatic aid agreement between SFD and BCFEMSA serves the best interests of both areas and is hereby approved. The City Manager is authorized to execute an automatic aid agreement in substantially the form of the attached agreement.

Section 2. The operational plan in substantially the form of the attached hereto is hereby approved and the City Manager and Fire Chief are hereby authorized to approve amendments to the operational plan without further review by the Council so long as any such amendments do not conflict with the automatic aid agreement.

Section 3. This resolution shall take effect immediately upon approval.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-061**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Council Agenda Statement



Meeting Date: October 10, 2016
 To: City Council
 Through: Jim Hunt, City Manager
 From: Edward Athey, Fire Chief
 Agenda Item: Automatic Aid Agreement between the City of Seward Fire Department and the Bear Creek Fire and Emergency Services Area.

BACKGROUND & JUSTIFICATION:

Automatic aid agreements are a form of mutual aid agreements and their operational plans provide for automatic requests for additional resources in the form of emergency response personnel and equipment when required. For the past 34 years, the Seward Fire Department (SFD) has had a mutual aid agreement with the Bear Creek Fire and Emergency Services Area (BCFEMSA), which was last updated in 1989. Under the umbrella of this mutual aid agreement there have been provisions for automatic aid, however it was no more formal than a letter or memo between the departments. This formalization of an automatic aid agreement and operational plan will provide clarification and clear direction for our response and communications personnel.

Additionally, significant cost savings for fire insurance can be afforded local taxpayers through rating determinations by Insurance Services Office (ISO) when automatic aid agreements are in effect.

Automatic aid agreements and operational plans are common in the fire and emergency service professions. For years the operational plans have been considered as matters within the expertise of the agencies providing automatic aid and, therefore, future amendments to the operational plans have been left to the discretion of the agencies.

INTENT: Council authorization for the City Manager to execute an automatic aid agreement and operational plan between SFD and BCFEMSA. Furthermore, Council authorization for the City Manager and Fire Chief to approve amendments to the operational plan without further reviews by Council so long as any such amendments do not conflict with the automatic aid agreement.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan (<i>document source here</i>): Volume 1- page 14	X		
2.	Strategic Plan (<i>document source here</i>): page 18	X		
3.	Other (<i>list</i>): AS 18.70.150	X		

FISCAL NOTE:

All associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in funds being expended for the benefit of the areas.

Approved by Finance Department: *Hester Erchinger*

ATTORNEY REVIEW: Yes ___X___ No _____

RECOMMENDATION:

City Council approves Resolution 2016-061 authorizing the City Manager to execute an automatic aid agreement and operational plan substantially in the form of the attached agreement and plan.

AGREEMENT FOR EXCHANGE OF AUTOMATIC AID

This agreement, hereinafter referred to as the Automatic Aid Agreement, dated for reference purposes on this ___ day of _____, 2016, is made by and between Bear Creek Fire & Emergency Service Area (BCFESA) and City of Seward Fire Department (SFD).

1. Response to Automatic Aid Requests.

- a. Both parties to this agreement provide fire protection services within their jurisdictions.
- b. In return for the services to be provided by BCFESA, SFD agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFESA and SFD.
- c. In return for the services to be provided by SFD, BCFESA agrees to provide a designated fire response, as determined by the Fire Chiefs of BCFESA and SFD.

2. Emergencies – Information Provided.

Upon receipt of an alarm through a 9-1-1 Call Center within the automatic aid response area of either service area, BCFESA or SFD will automatically dispatch its nearest available and appropriate designated fire response to that alarm. The automatic aid response areas are determined by the Fire Chiefs of BCFESA and SFD and set forth in the Annual Operational Plan.

3. Jurisdiction.

"Jurisdiction" is defined to be that political and geographical boundary designating the respective service areas that are party to this agreement.

4. Authority to Establish the Automatic Aid Agreement.

- a. Alaska State Statutes, AS 18.70.150 states that "[a] city, other incorporated entity, and other fire protection groups may organize a mutual-aid program ..."
- b. Automatic Aid is automatic mutual aid.

5. Command Authority.

- a. When the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation.
- b. Upon arrival of the jurisdictional department, the operational responsibility for the situation will be immediately assumed by the jurisdictional department.
- c. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional department.
- d. The aiding department will be released from the scene as soon as practical by the officer in charge of the jurisdictional department.

6. Withdrawal of Resources or Assignment Turndown.

- a. If, after arrival at the emergency scene or staging area with the resources as identified in the annual operational plan, it becomes necessary to withdraw a portion or all of such resources in order to address an emergency situation in the jurisdiction served by the aiding department, such withdrawal may be initiated at the sole discretion of the officer in charge of the aiding department.
- b. Such withdrawal may also be made at the sole discretion of the officer in charge of the aiding department if they determine that the aiding department's resources are being subjected to unnecessary or unreasonable danger.
- c. In either case, the officer in charge shall coordinate the withdrawal with the jurisdictional department's officer in charge in a manner that avoids endangering personnel of either department.
- d. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources to provide fire protection within any part of its own jurisdiction.
- e. In the event a jurisdictional department ever fails to respond to an alarm within its jurisdiction to which an aiding department has responded, at the sole discretion of the aiding department, this agreement may be terminated by the aiding department immediately, or within a reasonable time thereafter.
- f. It is further agreed that that either party may terminate the agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date of termination.

7. Responsibility for Costs & Liability.

- a. Each party desires to provide to the other a reasonable, professional and reciprocal exchange of fire response services on a day to day basis at no additional cost.
- b. Each party shall bear its own costs for responding to an automatic aid request.
- c. Each responding agency shall be responsible for its own liabilities incurred traveling to the scene, at the scene and returning to the station of origin.
- d. In rendering emergency services, each agency will bear the responsibility for its own acts and any liability incurred by such acts.

8. Annual Operating Plan.

- a. It is in the best interests of the citizens of BCFESA and SFD to be provided the most expeditious and professional response to suppress fires. The details as to amounts and type of assistance to be dispatched, response areas, methods of dispatching, communications, training programs and procedures, methods of requesting aid, and the names or ranks of persons authorized to send and receive such requests, lists of personnel and resources which will be utilized, shall be developed by the Fire Chiefs of BCFESA and SFD.

- b. Such details shall be recorded in an Operational Plan by Fire Chiefs of BCFESA and SFD.
- c. The Operational Plan shall be approved and signed by the agencies and the Borough Mayor, dated and attached hereto.

9. Mutual Aid Agreement Not Affected.

- a. It is mutually understood that this agreement will in no way affect or have any bearing on existing area mutual aid agreements.

APPROVED:

BEAR CREEK FIRE & EMERGENCY SERVICE AREA

CITY OF SEWARD FD

By: _____
Connie Bacon, Chief

By: _____
Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE & EMERGENCY SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD

APPROVED as to form and legal Sufficiency

By: _____
City Manager

By: _____
Seward City Attorney

Date: _____

Date: _____

KENAI PENINSULA BOROUGH

APPROVED as to form and legal Sufficiency

By: _____
Mayor

By: _____
Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____
Borough Clerk

By: _____
City Clerk

Date: _____

Date: _____

“Exhibit A”
OPERATIONAL PLAN
ATTACHMENT TO AUTOMATIC AID AGREEMENT
BEAR CREEK FIRE & EMERGENCY SERVICE AREA and
CITY OF SEWARD FIRE DEPARTMENT

This Operational Plan of the Kenai Peninsula Borough (KPB) between Bear Creek Fire & Emergency Service Area (BCFESA) and City of Seward Fire Department (SFD) is for automatic aid response of fire apparatus and personnel.

The purpose of this Plan is to outline the procedures for carrying out an automatic aid response between BCFESA and SFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by mutual consent of BCFESA and SFD, with approval by the Borough and City Mayors, for the purpose of carrying out the original intent of the Automatic Aid Agreement. In addition, this Plan may be cancelled by the Borough or City on behalf of either entity after a 30-day notice has been given to the other party involved in the Automatic Aid Agreement.

I. AUTOMATIC AID RESPONSE AREAS and AMOUNT AND TYPE OF ASSISTANCE

- a. BCFESA will automatically respond to a SFD alarm for any structural or boat fire within the City Limits (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless re-directed by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- b. SFD will automatically respond for any structural or boat fire within the BCFESA boundaries (map attached), and will provide a tanker/pumper and four personnel on a first alarm response. Unless re-directed by the On-Scene Incident Commander (OIC), the response will be to the fire scene. If the tanker/pumper responding can only safely carry two personnel, the additional responders will accompany the tanker/pumper in a utility vehicle or other vehicle suitable for emergency response.
- c. Cancellation may occur in small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, etc.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Chief or the Chief's Operations or Training Officers in each department.

Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – Dispatch shall announce by radio that an Automatic Aid is needed. This will occur without direction by either department for fire incidents. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency’s dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

IV. FIRE INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department, Borough or City policy and procedures.

V. REVISIONS

The Operational Plan shall be cooperatively developed, reviewed annually and become part of the Automatic Aid Agreement upon consent of the agencies and execution by the Borough Mayor and City Mayor.

APPROVED:

BEAR CREEK FIRE & EMERGENCY SERVICE AREA

SEWARD FD

By: _____
 Connie Bacon, Chief

By: _____
 Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE & EMERGENCY SERVICE AREA BOARD

By: _____
 Chairman

Date: _____

CITY OF SEWARD

By: _____
City Manager

Date: _____

APPROVED as to form and legal Sufficiency

By: _____
Seward City Attorney

Date: _____

KENAI PENINSULA BOROUGH

By: _____
Mayor

Date: _____

APPROVED as to form and legal Sufficiency

By: _____
Borough Attorney

Date: _____

ATTEST:

By: _____
Borough Clerk

Date: _____

By: _____
City Clerk

Date: _____

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-062**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AUTHORIZING THE CITY MANAGER TO SIGN THE MUTUAL
AID AGREEMENT AND OPERATIONAL PLAN BETWEEN THE CITY OF
SEWARD FIRE DEPARTMENT AND THE BEAR CREEK FIRE AND
EMERGENCY SERVICES AREA**

WHEREAS, mutual aid agreements and their operational plans provide for additional resources to residents of the Seward area in the form of fire and personnel when required; and

WHEREAS, Alaska Statute 18.70.150 provides that: “A city, other incorporated entity, and other fire protection groups may organize a mutual-aid program by adopting an ordinance or resolution authorizing and permitting their fire department, fire company, emergency relief squad, fire police squad, or fire patrol to go to the aid of another city, incorporated entity, or fire protection group, or territory outside of it,”; and

WHEREAS, Resolution 1989-080, adopted on July 10, 1989, provided for a mutual aid agreement and operations plan between the Seward Fire Department (SFD) and the Bear Creek Fire and Emergency Medical Service Area (BCFEMSA); and

WHEREAS, this mutual aid agreement and operational plan, which will replace the mutual aid agreement and operations plan adopted in resolution 1989-080, updates and clarifies the terms of mutual aid between SFD and BCFEMSA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. A mutual aid agreement between SFD and BCFEMSA is in the best interest of the service areas and is hereby approved. The City Manager is authorized to execute a mutual aid agreement in substantially the form of the attached agreement.

Section 2. An operational plan in substantially the form of the attached plan is hereby approved and the Fire Chief is hereby authorized to approve amendments to the operational plan with the City Manager’s approval without further review by Council so long as any such amendments do not conflict with the mutual aid agreement.

Section 3. This resolution shall take effect immediately upon approval.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-062**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Council Agenda Statement



Meeting Date: October 10, 2016

To: City Council

Through: Jim Hunt, City Manager

From: Edward Athey , Fire Chief

Agenda Item: Mutual Aid Agreement between the City of Seward Fire Department and the Bear Creek Fire and Emergency Services Area.

BACKGROUND & JUSTIFICATION:

Since 1982 the Seward Fire Department (SFD) has had a mutual aid agreement with the Bear Creek Fire and Emergency Services Area (BCFEMSA). This agreement was last updated in 1989. Since that time both agencies have experienced personnel turnover, growth and the addition of new equipment, altering the capabilities that can be offered for mutual aid. Through advances within both departments in joint training and new equipment the current agreement has become obsolete.

This mutual aid agreement and operational plan, which will replace the mutual aid agreement and operational plan adopted by resolution 1989-080, updates and clarifies the terms of mutual aid between SFD and BCFEMSA.

INTENT: Council authorization for the City Manager to execute a mutual aid agreement and operational plan between SFD and BCFEMSA. Furthermore, Council authorization for the City Manager and the Fire Chief to approve amendments to the operational plan without further reviews by Council so long as any such amendments do not conflict with the mutual aid agreement.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan (<i>document source here</i>): Volume 1- page 14	X		
2.	Strategic Plan (<i>document source here</i>): page 18	X		
3.	Other (<i>list</i>): AS 18.70.150	X		

FISCAL NOTE:

All associated costs are borne by each responding agency, and in this manner, costs for manpower, materials, supplies and equipment are exchanged between the agencies, ultimately resulting in funds being expended for the benefit of the areas.

Approved by Finance Department: *Kristen Helm*

ATTORNEY REVIEW: Yes No

RECOMMENDATION:

City Council approves Resolution 2016- 0 6 2 authorizing the City Manager to execute a mutual agreement and operational plan substantially in the form of the attached agreement and plan.

**MUTUAL AID AGREEMENT BETWEEN
BEAR CREEK FIRE & EMERGENCY SERVICE AREA and
CITY OF SEWARD FIRE DEPARTMENT**

This agreement is made and entered into this _____ day of _____, 2016, by and between the Bear Creek Fire & Emergency Service Area (BCFESA) and the Seward Fire Department (SFD) for the provision of fire and emergency services as follows:

1. Mutual Aid Requests.
 - a. Aid may be requested by either service area in the form of personnel, equipment, facilities or materials for the purpose of assisting in fighting fires or responding to other emergency incidents.
 - b. Requests for aid may include direct response to the incident(s), cover assignments, or any other form of assistance needed.
 - c. Requests for aid shall include as much detail as circumstance and time allow.
2. Response to Mutual Aid Request.
 - a. The senior officer on duty at the requested service area shall determine whether to respond in whole, in part, or to deny the request based on a determination of what level of response can be provided without unreasonably limiting the requested service area's ability to meet its responsibility within its own jurisdictional area.
 - b. The senior officer at the requested service area shall promptly notify the requesting service area of the level of response, if any, the requested service area will provide.
 - c. Service areas that cannot meet a request should document in writing why the request could not be met.
3. Emergencies - Information Provided.
 - a. Upon dispatch by the requested service area, the requesting service area shall at a minimum:
 - i. Give concise directions as to the location of the emergency and/or to the location at which the requested service area's equipment/personnel will be staged;
 - ii. Describe the type of emergency, and provide a description of the planned utilization of the requested service area's resources; and
 - iii. Provide communications channels for command functions as well as any tactical channels.
4. Command Authority.
 - a. Upon arrival of the requested service area's resources at the incident scene, staging area or cover assignment location, all personnel, equipment, and materials shall remain under the command of the requested service area's senior responding personnel.

- b. The requested service area's senior responding personnel shall report to and operate under the direction of the requesting jurisdictional service area's Incident Command ("IC").
 - c. In no case shall any equipment be loaned for use to personnel who have not been trained in its use.
5. Responsibility for Costs & Liability.
 - a. Each service area shall bear its own costs for responding to requests for aid under this Agreement.
 - b. Each responding service area shall be responsible for damages caused by its personnel's negligence while traveling to the scene, at the scene and returning to the station of origin.
 - c. In rendering emergency services, each service area will bear the responsibility to other parties for actions of its own personnel, and any liability incurred as a result of such acts.
 - d. Nothing in this provision shall preclude individuals from being held personally liable for damage caused by their own intentional misconduct.
6. Mutual Aid Withdrawal or Assignment Turn-Down - Circumstances.
 - a. After arrival at the incident, staging area or location of cover assignment, if it becomes necessary to withdraw a portion or all of such requested personnel, equipment or materials in order to meet an emergency situation in the jurisdictional area served by the requested service area, such withdrawal may be initiated at the sole discretion of the requested service area's senior personnel at the scene.
 - b. Turn down of an assignment may be made at the scene of an incident at the sole discretion of the requested service area's senior personnel, if she/he determines that the requested personnel, equipment, or materials are being exposed to unnecessary or unreasonable danger, or if the requested service area's personnel do not have the training or resources to accomplish the requested assignment.
 - c. The requested service area's senior personnel shall coordinate a withdrawal or assignment turn down with the requesting service area's IC in a manner that best mitigates consequences of a withdrawal or turn down of assignment to avoid endangering personnel and property of either service area.
7. Withdrawal from Agreement.
 - a. This Agreement shall continue until either service area gives thirty (30) days' notice of its withdrawal, in writing, to the other service area.
8. Training.
 - a. Joint training exercises shall be carried out at least annually under the direction of the Chief or Training Officers in each service area.
9. Annual Operating Plan.

- a. Annual operating plans shall be cooperatively developed by the service areas and become part of this Agreement upon execution by the Chiefs and Borough Mayor.
- b. The Annual Operating Plan in effect at the time of execution of this Agreement is attached hereto and incorporated herein by reference as "Exhibit A".

APPROVED:

**BEAR CREEK FIRE & EMERGENCY
SERVICE AREA**

CITY OF SEWARD FD

By: _____
Connie Bacon, Chief

By: _____
Edward Athey, Chief

Date: _____

Date: _____

BEAR CREEK FIRE & EMERGENCY SERVICE AREA BOARD

By: _____
Chairman

Date: _____

CITY OF SEWARD, ALASKA

By: _____
City Manager

Date: _____

KENAI PENINSULA BOROUGH

APPROVED AS TO FORM

By: _____
Mayor

By: _____
Borough Attorney

Date: _____

Date: _____

ATTEST:

By: _____
Borough Clerk

By: _____
City Clerk

Date: _____

Date: _____

OPERATIONAL PLAN (Exhibit A)

MUTUAL AID AGREEMENT

THE BEAR CREEK FIRE & EMERGENCY SERVICE AREA (BCFESA) and the SEWARD FIRE DEPARTMENT (SFD)

This Operational Plan of the Kenai Peninsula Borough (KPB) between the Bear Creek Fire & Emergency Service Area (BCFESA) and the Seward Fire Department (SFD) is for mutual aid response, the exchange of emergency services equipment and personnel.

The purpose of this Plan is to outline the procedures for carrying out a mutual aid response between BCFESA and SFD. This Plan is a guide for day-to-day operations, and may be revised, amended or altered annually by mutual consent of BCFESA and SFD, with approval by the KPB and City Mayors, for the purpose of carrying out the original intent of the mutual aid agreement. In addition, this Plan may be cancelled by either party after a 30-day notice has been given to the other party involved in the Agreement.

I. AMOUNT AND TYPE OF ASSISTANCE

- a. For fire responses BCFESA will provide a tanker/engine company with a minimum crew of four for response to an incident scene, or as requested by the SFD On-Scene Incident Commander (OIC). The SFD OIC retains the option to direct the responding agency to any other location as needed within the SFD.
- b. For fire responses SFD will provide a tanker/engine company with a minimum crew of four for response to an incident scene, or as requested by the BCFESA On-Scene Incident Commander (OIC). The BCFESA OIC retains the option to direct the responding agency to any other location as needed within the BCFESA.
- c. Upon dispatch, the responding agency will respond to the location provided by requesting agency's OIC unless directed to respond to a different location.
- d. Cancellation may occur per the requesting agency OIC as with small, uncomplicated incidents that may be false alarms, out on arrival, out immediately after arrival, no injuries, etc.

II. TRAINING

Joint training exercises shall be carried out annually under the direction of the Chief or the Chief's Operations or Training Officers in each department. Classroom instruction should be available upon request by each department, and should include ICS and unified command exercises.

III. COMMUNICATIONS

- a. RADIO – Dispatch will tone out the Mutual Aid request as instructed by the requesting agency OIC. Mutual Aid will occur as directed by either department for any incident it may be needed. The responding agency, after notifying dispatch that they are en route, will switch to the requesting agency’s dispatch channel and advise the OIC they are en route.
- b. The responding agency will communicate with the OIC unless advised otherwise.
- c. Radio traffic will be kept to a minimum.
- d. Clear text will be used at all times.

IV. INCIDENT REPORTING

Each agency shall be responsible for reporting the incident in accordance with their department and Borough policy and procedures.

V. REVISIONS

The Annual Operations Plan shall be cooperatively developed, reviewed annually and become part of the Mutual Aid Agreement upon consent of the agencies and execution by the Borough Mayor.

BEAR CREEK FIRE AND EMERGENCY SERVICE AREA

By: _____
Connie Bacon, Chief

Date: _____

SEWARD FIRE DEPARTMENT

By: _____
Edward Athey, Chief

Date: _____

BEAR CREEK FIRE & EMERGENCY SERVICE AREA BOARD

By: _____
Chair

Date: _____

CITY OF SEWARD

By: _____
City Manager

Date: _____

KENAI PENINSULA BOROUGH

APPROVED as to Form and Legal Sufficiency

By: _____
Mayor

By: _____
Assistant Borough Attorney

Date: _____

ATTEST:

By: _____
Borough Clerk

By: _____
City Clerk

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-063**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING A SOLE SOURCE CONTRACT WITH CONSTRUCTION MACHINERY INDUSTRIAL, LLC (CMI) FOR REPAIRS TO THE 2006 G990 VOLVO ROAD GRADER FOR AN AMOUNT OF \$32,427.20 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$37,291.28, AND APPROPRIATING FUNDS

WHEREAS, the 2006 G990 Volvo road grader is in need of expensive repairs and not operational in its current condition; and

WHEREAS, the G990 Volvo road grader is an essential piece of equipment used by the Public Works Department; and

WHEREAS, to continue providing the highest most cost effective level of service possible to the community it would be in the best interest of the City to repair the G990 Volvo road grader rather than purchase a new one; and

WHEREAS, the Public Works Shop does not have the specialized equipment necessary to complete all the repairs; and

WHEREAS, CMI has provided an estimate in the amount of \$32,427.20 to repair the 2006 Volvo road grader; and

WHEREAS, Seward City Code 6.10.120(b) allows the City to utilize a specific product or professional services which can only be furnished by a single dealer and CMI is the only authorized Volvo dealer/repair in the State of Alaska.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Council hereby finds it in the public interest to sole source this repair work with Construction Machinery Industrial, LLC (CMI) as authorized in Seward City Code 6.10.120 (b) according to the findings above which are incorporated herein.

Section 2. The City Manager is hereby authorized to spend an amount not-to-exceed \$37,291.28 to CMI to repair the 2006 Volvo road grader.

Section 3. Funding in the total amount of \$37,291.28 is hereby appropriated from the Motor Pool reserves account No. 03000-0000-3400, to the Motor Pool Repair and Maintenance Account

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-063**

No. 03000-1310-7216.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016

To: City Council

Through: Jim Hunt, City Manager *[Signature]*

From: Doug Schoessler, Public Works Director

Agenda Item: Sole Source request for 2006 G990 Volvo Road Grader Repair

BACKGROUND & JUSTIFICATION:

It has been determined that the 2006 C990 Volvo Road Grader currently used by the Public Works Department is in need of extensive repairs. The Public Works Shop does not have the equipment to remove and install the differential with remanded parts. The estimated cost of repairs will be \$32,427.20. (See Attached). Due to the specific nature of the parts and repairs, and per Seward City Code 6.40.120(5) allowing for the purchase of specialized products and professional service which can only be furnished by a single dealer, or which have a uniform published price, staff feels it is in the City's best interest to sole source with Construction Machinery Industrial, LLC (CMI) in Anchorage the only Volvo dealer/repair in the state of Alaska.

INTENT:

The intent is to repair the 2006 C990 Volvo Road Grader to a dependable condition.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan:			X
2.	Strategic Plan:			X
3.	Other <i>(list)</i> : repair of essential equipment	X		

FISCAL NOTE:

The City has received an estimate of \$32,427.20 relative to the cost to repair the Volvo road grader from CMI. Funding for the repair in the amount not to exceed \$37,291.28 (including a 15% contingency) is to be appropriated from the Motor Pool reserves account No. 03000-0000-3400, to the Motor Pool Repair and Maintenance Account No. 03000-1310-7216. The need for these repairs was unforeseen and therefore funding was not included in the budget, so an appropriation is being requested.

Approved by Finance Department: *[Signature]*

RECOMMENDATION:

City Council approve Resolution 2016-063, authorizing the expenditure of \$37,291.25 (including a 15% of \$32,427.20) for the repairs of the C990 Volvo Road Grader by CMI.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-064**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, HONORING THE 25TH ANNIVERSARY OF THE SEWARD BIKE
PATH**

WHEREAS, in November, 1990 the City Council placed a request for a \$200,000 grant to construct a bike path along the waterfront and along Swetmann Avenue to the schools as the second priority on the capital improvements project list for the upcoming legislative session; number one was for funds to build a new hospital; and

WHEREAS, after receiving a \$160,000 grant from the state to construct the bike path, the City Council unanimously passed Resolution 1991-088 on July 22, 1991 for the construction of a pedestrian walkway and bicycle trail along the waterfront and from the Seward Highway to the schools; and

WHEREAS, the Seward Bike Path was officially opened by Mayor Dave Hilton on September 28, 1991; and

WHEREAS, the bike path is an excellent example of what can be accomplished by the combined efforts of the private and public sectors; the citizens and organizations that worked for the construction of the bike path should be remembered; and

WHEREAS, Afognak Logging, through the contribution of manpower and equipment, provided gravel and leveling of the base matter for the trail from the bottom of Fourth Avenue to the Seward Boat Harbor; and

WHEREAS, the Seward Iditarod Trail Blazers was a major promoter for the bike path, raising money for the construction, and building two bridges on the path; Trail Blazers President Dan Seavey was named Man of the Year in 1990 by the Seward Phoenix Log for his contributions toward building the bike path; and

WHEREAS, the Seward schools' Parent Advisory Committee urged that the bike path include a pedestrian pathway on Swetmann Avenue to the schools for the safety of students and others who walked along Swetmann; and

WHEREAS, the segment of the original bike path from the end of Fourth Avenue to the Seward Boat Harbor, and now the extension of the path along the Seward Highway to Nash Road turn-off, are the miles of the Iditarod National Historic Trail, which the City of Seward has agreed to protect for continued public use in a manner which recognizes the historic values of the Iditarod National Historic Trail in a Memorandum of Understanding with the trail administrator, the Bureau

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-064**

of Land Management; and

WHEREAS, the bike path is heavily used and provides a safe venue for such healthy activities as walking, running, and biking, along with some of the most majestic scenery in the world.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALAKSA, that:

Section 1. The bike path has been enjoyed by the citizens of Seward for 25 years thanks to both the City and those organizations and individuals that made the bike path a reality.

Section 2. The City of Seward will maintain the path so that future generations can enjoy it.

Section 3. The City will continue to promote the bike path as the first miles of the Iditarod National Historic Trail and the citizens of Seward have the unique opportunity to walk the first mile of that Trail anytime they wish.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AMENDING THE CITY OF SEWARD'S CALENDAR YEAR
2017 CITY LEGISLATIVE PRIORITIES**

WHEREAS, the City annually compiles a list of projects or issues that are identified as top legislative priorities; and

WHEREAS, this resolution validates projects, prioritizes needs, and focuses the efforts of City Administration in its lobbying efforts; and

WHEREAS, the list of projects are compiled and distributed to the State of Alaska Legislature, Kenai Peninsula Borough, and City of Seward lobbyists; and

WHEREAS, the passage of this resolution occurs through a public process; and

WHEREAS, all projects on this list are consistent with the City Comprehensive and Strategic Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. This list of city projects is hereby declared to be the official city priority list for the City of Seward for calendar year 2017:

A. PORT, HARBOR, AND INDUSTRIAL AREA

1. \$500,000 to pave the apron and add a wash down pad at the 50 Ton Travelift.
2. \$500,000 for 5-ton crane at or near I Float.
3. \$1,000,000 to replace the South Harbor Boat Launch ramp.
4. \$1,500,000 for storm water discharge infrastructure and a security fence to surround the city vessel storage area at the Seward Marine Industrial Center.
5. \$1,241,250 for Seward Shipyard Environmental Discharge Controls.
6. \$200,000 for engineering and design to replace failing infrastructure in the Seward Boat Harbor including G, K, and L Floats.
7. \$200,000 to extend electrical power to X Float.

B. PUBLIC FACILITIES & INFRASTRUCTURE

1. \$250,000 for initial design and engineering of a new 100' x 80' metal building to replace and relocate the existing Public Works Shop (City will provide land for the

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-065**

- new building).
2. \$2,000,000 to expand the Seward Medical Center, move the CT scanner into the facility, and provide space for primary health care (City provides \$500,000 annually towards capital improvements).
 3. \$500,000 for Alaska SeaLife Center major repairs and replacements.
 4. \$2 Million to replace a failing roof at Alaska SeaLife Center.

C. ELECTRIC

1. \$8 Million to design and rebuild the electric transmission line from the Seward Highway to the Seward Marine Industrial Center and upgrade the Spring Creek substation by securing an alternative feed transformer to add capacity and reduce system outages, and provide continuous service during maintenance periods.
2. \$1 Million to take advantage of an existing out-of-use water main in order to bury and secure utility lines running next to the lagoon.
3. \$1.5 Million to repair and replace one mile of transmission line into the Fort Raymond Substation with 115kV compatible equipment (This is a project supported by the Alaska Railbelt Cooperative Transmission and Electric Company (ARCTEC) because the current condition of the transmission line exceeds the estimated life expectancy of 50 years).
4. \$2 Million to rebuild obsolete and aging infrastructure and add new infrastructure within the expanding Camelot Subdivision where development and growth require the new updated system.

D. ROADS, STREETS, AND ADA ACCESIBILITY

1. \$300,000 for improving City ADA accessibility.
2. \$2.496 Million for design, engineering and construction to protect the Lowell Point easement road from further coastal erosion. This access “road” is the sole land-access to critical public infrastructure, State Parks trailhead, and a Kenai Peninsula Borough residential housing area.

E. PUBLIC SAFETY

1. Up to \$250,000 for a needs assessment and conceptual design and engineering for a replacement Seward Fire Station. The City is experiencing growth on the west side (fuel farm expansion and homes) and in the Seward Marine Industrial Center (City will provide a match of land).
2. Up to \$250,000 for initial design and engineering of a Public Safety Building (City will provide a match of land).
3. \$900,000 for a new animal shelter that is used by City and Borough citizens.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-065**

F. BENEFICIAL LEGISLATION

1. Support for feasibility analyses considering pipeline or multi-modal delivery methods of making natural gas available to communities not currently along a pipeline corridor, and using Seward's road/rail/barge connections as demonstration projects.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

VACANT:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016
 To: City Council
 Through: City Manager Jim Hunt 
 Agenda Item: Calendar Year 2017 City, State and Federal Priorities

BACKGROUND & JUSTIFICATION:

The City annually compiles a list of projects or issues that we identify as our top City, State and Federal legislative priorities. The list of projects is compiled into a package that is distributed to the Governor’s Office, our legislators, the Kenai Peninsula Borough (for inclusion in their legislative package), and our lobbyist. The list validates projects and greatly focuses the efforts of the Administration in our lobbying effort as we seek funding or other resolutions both through the State of Alaska and Federal sources. This year the three lists include projects that are in the planning phase and/or may qualify for grants in addition to some projects with which Council is familiar. In order to qualify for most grants, the City must include these projects on the City priority list.

INTENT:

This list of priorities focuses the efforts of Administration in lobbying efforts to obtain appropriations, grants, and legislation from the State and Federal sources to improve the City of Seward. To qualify for most appropriations and grants Seward’s City, State and Federal priorities lists must be approved in a public process by the City Council.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan <i>Sections 1.3</i> Economic Development	X		
2.	Strategic Plan Entirety	X		
3.	Other (<i>list</i>):			X

FISCAL NOTE: N/A

Approved by Finance Department:  _____

ATTORNEY REVIEW: Yes _____ No _____ X _____ Not Applicable _____ X _____

RECOMMENDATION:

Council approve Resolutions 2016-065 (City,) 2016-066 (State), and 2016-067 (Federal) approving the City of Seward’s Calendar Year 2017 City, State and Federal Priorities.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-066**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AMENDING THE CITY OF SEWARD'S CALENDAR YEAR
2017 STATE LEGISLATIVE PRIORITIES**

WHEREAS, the City annually compiles a list of projects or issues that are identified as top legislative priorities; and

WHEREAS, the list of projects are compiled and distributed to the State of Alaska Legislature, Kenai Peninsula Borough, and City of Seward lobbyists; and

WHEREAS, this resolution validates projects, prioritizes needs, and focuses the efforts of City Administration in its lobbying efforts; and

WHEREAS, the passage of this resolution occurs through a public process; and

WHEREAS, all projects on this list are consistent with the City Comprehensive and Strategic Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. This list of City projects is hereby declared to be the official State priority list for the City of Seward for calendar year 2017:

A. BENEFICIAL LEGISLATION

1. Legislative support for maintaining the current level of State contributions into the PERS/TRS Retirement System on behalf of local governments, and for not extending the amortization period, in order to offset unfunded retirement system liabilities and to make future contribution rates more affordable for the state and local governments.
2. Support for continuing Medicaid programs and capital cost reimbursement at not less than current year funding levels.
3. Legislative support for continuing Alaska Energy Authority (AEA) programs that promote energy efficiency and conservation to help mitigate the costs of heating homes and businesses not served by natural gas.
4. Legislative support for feasibility analyses considering pipeline or multi-modal delivery methods of making natural gas available to communities not currently along

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-066**

- a pipeline corridor, and using Seward's road/rail/barge connections as demonstration projects.
5. Legislative support for matching City funds towards the non-Federal 50% cost share of the U.S. Army Corps of Engineers study required to address the Lowell Canyon Diversion Tunnel hazard.
 6. Continued support for the State Department of Transportation and Public Facilities Municipal Harbors Grant Program.

B. CAPITAL PROJECTS

Recognizing the current government sector fiscal reality and its potential private sector economic impacts, the City of Seward limits its capital improvement project requests to those where the State's participation would leverage other significant funding, complete projects already underway, address projects of immediate life and safety, and enable projects that could be eligible under a statewide bond package if the State pursues and the voters approve such a plan.

1. \$8 Million to design and rebuild the electric transmission line from the Seward Highway to the Seward Marine Industrial Center facility and upgrade the Spring Creek substation by securing an alternative feed transformer to add capacity and reduce system outages, and provide continuous service during maintenance periods.
2. \$500,000 for systems maintenance and repairs at the Alaska SeaLife Center.
3. \$1,241,250 for Seward Shipyard Environmental Discharge Controls.
4. \$500,000 for a hull wash water collection and treatment system at the 50-ton Travelift.
5. \$1.5 Million for storm water discharge infrastructure and security fencing at the Seward Marine Industrial Center facility.
6. \$2 Million to expand the Seward Medical Center, move the CT scanner into the facility, and provide space for primary health care (City provides \$500.00 annually towards capital improvements).

C. CRUISE PASSENGER VESSEL TAX REGIONAL IMPACT FUND OR CRUISE SHIP GAMBLING TAX

1. Appropriating funding for the Alaska Railroad Corporation Seward Marine Terminal Expansion project supporting both passenger and freight activities.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-066**

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016
 To: City Council
 Through: City Manager Jim Hunt 
 Agenda Item: Calendar Year 2017 City, State and Federal Priorities

BACKGROUND & JUSTIFICATION:

The City annually compiles a list of projects or issues that we identify as our top City, State and Federal legislative priorities. The list of projects is compiled into a package that is distributed to the Governor’s Office, our legislators, the Kenai Peninsula Borough (for inclusion in their legislative package), and our lobbyist. The list validates projects and greatly focuses the efforts of the Administration in our lobbying effort as we seek funding or other resolutions both through the State of Alaska and Federal sources. This year the three lists include projects that are in the planning phase and/or may qualify for grants in addition to some projects with which Council is familiar. In order to qualify for most grants, the City must include these projects on the City priority list.

INTENT:

This list of priorities focuses the efforts of Administration in lobbying efforts to obtain appropriations, grants, and legislation from the State and Federal sources to improve the City of Seward. To qualify for most appropriations and grants Seward’s City, State and Federal priorities lists must be approved in a public process by the City Council.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan <i>Sections 1.3</i> Economic Development	X		
2.	Strategic Plan Entirety	X		
3.	Other (<i>list</i>):			X

FISCAL NOTE: N/A

Approved by Finance Department:  _____

ATTORNEY REVIEW: Yes _____ No _____ X _____ Not Applicable _____ X _____

RECOMMENDATION:

Council approve Resolutions 2016-065 (City,) 2016-066 (State), and 2016-067 (Federal) approving the City of Seward’s Calendar Year 2017 City, State and Federal Priorities.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-067**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, ESTABLISHING THE CITY OF SEWARD'S CALENDAR
YEAR 2017 FEDERAL LEGISLATIVE PRIORITIES**

WHEREAS, the City annually compiles a list of projects or issues that are identified as top Federal legislative priorities; and

WHEREAS, the list of projects is compiled and distributed to the Kenai Peninsula Borough, our congressional delegation and City of Seward federal lobbyist; and

WHEREAS, this resolution validates projects, prioritizes needs, and focuses the efforts of City Administration in its lobbying efforts; and

WHEREAS, the passage of this resolution occurs through a public process; and

WHEREAS, all projects on this list are consistent with the City Comprehensive and Strategic Plans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The following list of legislative projects is hereby declared to be the official legislative priority list of the City of Seward for 2017:

A. APPROPRIATIONS AND GRANTS

1. \$1 Million appropriation to the U.S. Army Corps of Engineers for the City's 50% cost share for a necessary Lowell Creek Flood Diversion Feasibility Study.
2. \$7 Million for a comprehensive Seward Flood Mitigation Program on the watershed level by the U.S. Army Corps of Engineers.
3. \$2 Million to expand the Seward Medical Center, move the CT scanner into the facility, and provide space for primary health care (City provides \$500,000 annually towards capital improvements).
4. \$3 Million appropriation for Lowell Point Road storm surge mitigation, bank stabilization and erosion control projects (from a Section 103 study by the U. S. Army Corps of Engineers).
5. \$1 Million appropriation for erosion control projects (from a Section 14 study by the

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-067**

U.S. Army Corps of Engineers) for the Seward Marine Industrial Center and the Alaska Railroad Dock.

6. \$2.496 Million in the Highway Transportation Bill for design, engineering, construction and protection from coastal erosion for the Lowell Point Road, the sole land access to residences, critical infrastructure, and a State Parks trailhead.
7. Appropriating funding for the Alaska Railroad Corporation Seward Marine Terminal Expansion project supporting both passenger and freight activities.
8. \$250,000 for operating the Alaska live stranding network and responding to marine mammal and seabird live stranding and mortalities throughout Alaska.

B. AUTHORIZATIONS AND BENEFICIAL LEGISLATION

1. Authorization and Appropriation for \$1.2 Million local government cost share owed by the City of Seward to the U.S. Army Corps of Engineers, satisfying the total cost share requirements for Phase 2 of the Seward Harbor Expansion Project (additional costs were incurred in a second phase of the project to correct a design deficiency by the U.S. Army Corps of Engineers; the City has paid \$469,613.22 for its share of Phase 1).
2. Authorization language amending the Water Resources Development Act of 2007 (Public Law 110-114, 121 STAT. 1205) as follows:
 - a. Amending Section 5032 by: 1.) striking "Tunnel" from the title; 2.) striking "Long-Term" from subsection (a); 3.) striking "Long-Term" from subsection (a)(1); and, 4.) striking "Long-Term" from subsection (a)(2).
 - b. Striking subsection (b) in Section 5032 and inserting language directing the Secretary to conduct a study to determine whether an alternative method of flood diversion in Lowell Canyon is feasible. Feasibility shall be determined based on risk reduction rather than cost-benefit analysis. Federal cost-share for the study shall be the same as the Federal share for the original project.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-067**

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:
VACANT:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016
 To: City Council
 Through: City Manager Jim Hunt 
 Agenda Item: Calendar Year 2017 City, State and Federal Priorities

BACKGROUND & JUSTIFICATION:

The City annually compiles a list of projects or issues that we identify as our top City, State and Federal legislative priorities. The list of projects is compiled into a package that is distributed to the Governor’s Office, our legislators, the Kenai Peninsula Borough (for inclusion in their legislative package), and our lobbyist. The list validates projects and greatly focuses the efforts of the Administration in our lobbying effort as we seek funding or other resolutions both through the State of Alaska and Federal sources. This year the three lists include projects that are in the planning phase and/or may qualify for grants in addition to some projects with which Council is familiar. In order to qualify for most grants, the City must include these projects on the City priority list.

INTENT:

This list of priorities focuses the efforts of Administration in lobbying efforts to obtain appropriations, grants, and legislation from the State and Federal sources to improve the City of Seward. To qualify for most appropriations and grants Seward’s City, State and Federal priorities lists must be approved in a public process by the City Council.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan <i>Sections 1.3</i> Economic Development	X		
2.	Strategic Plan Entirety	X		
3.	Other (<i>list</i>):			X

FISCAL NOTE: N/A

Approved by Finance Department:  _____

ATTORNEY REVIEW: Yes _____ No _____ X _____ Not Applicable _____ X _____

RECOMMENDATION:

Council approve Resolutions 2016-065 (City,) 2016-066 (State), and 2016-067 (Federal) approving the City of Seward’s Calendar Year 2017 City, State and Federal Priorities.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-068**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, ACCEPTING GRANT FUNDS FROM THE STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$300,000 FOR LOWELL CANYON TUNNEL FLOOD PROTECTION SCOPING AND FEASIBILITY STUDY, AND APPROPRIATING FUNDS

WHEREAS, the City of Seward is working in collaboration with multiple state and federal agencies to develop a plan to mitigate flooding in the vicinity of the Lowell Canyon tunnel; and

WHEREAS, the City has recently been awarded a grant from the U.S. Department of the Army in the amount of \$1.5 Million for the Lowell Creek Flood Diversion Feasibility Study, and the City will be required to provide matching funds which can come from the City and other grant sources; and

WHEREAS, the City will continue to seek additional grant funds to complete the study and subsequent improvements; and

WHEREAS, the City has been awarded a Designated Legislative Grant, grant no. 17-DC-004, in the amount of \$300,000 from the State of Alaska Department of Commerce, Community and Economic Development for the purpose of flood protection scoping and feasibility study related to flood mitigation for the Lowell Point Tunnel, and will utilize this funding to complete the work with the U.S. Army Corps of Engineers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Manager is hereby authorized to accept State of Alaska Designated Legislative Grant funding for grant no. 17-DC-004 in the amount of \$300,000.

Section 2. The City Manager is hereby authorized to execute a grant agreement with the State of Alaska in accordance with the essential terms of the agreement provided in substantial form as attached hereto.

Section 3. Funds in the amount of \$300,000 are hereby appropriated from state grant account no. 80116-0000-4252 to contracted services account no. 80116-0000-7009.

Section 4. This resolution shall take effect immediately upon adoption.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-068**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016

To: Seward City Council

Through: Jim Hunt, City Manager *[Signature]*

From: Kristin Erchinger, Finance Director *[Signature]*

Agenda Item: Accepting \$300,000 grant from State of Alaska for Lowell Canyon Tunnel

BACKGROUND & JUSTIFICATION:

The City of Seward is working with the US Army Corps of Engineers to conduct a feasibility study on alternative means of addressing flooding concerns in the vicinity of Lowell Canyon Tunnel. The City has received grant funds from the US Army, but will be required to provide additional funding up to \$1.5 million to complete the feasibility study work. The City has been seeking additional sources of funds to satisfy the required City matching funds, and has received a \$300,000 designated legislative grant from the State of Alaska Department of Commerce, Community and Economic Development. This grant no. 17-DC-004 is for the purpose of Flood Protection Scoping and Feasibility Study, and has a deadline for completion of June 30, 2021.

INTENT:

This grant will be used to satisfy a portion of the City’s cost-sharing for the Lowell Canyon tunnel feasibility study.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan: p. 28 “Determine the best solution and seek adequate funding to rebuild and/or repair the Lowell Creek Diversion Tunnel and Dam Complex.”	X		
2.	Strategic Plan: p. 11 “Determine the best solution and seek adequate funding to diminish the Lowell Creek flood potential.”	X		
3.	Other (list):			

FISCAL NOTE:

This grant does not require a City match, but will reduce the local matching funds required for the US Army \$1.5 million grant.

Approved by Finance Department: *[Signature]*

ATTORNEY REVIEW: Yes ___ No X

RECOMMENDATION:

Approve Resolution 2016- 0 6 8 accepting grant funds in the amount of \$300,000 for Flood Protection Scoping and Feasibility Study, and appropriating funds.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.4731
Programs fax: 907.465.5867

August 17, 2016

James Hunt, Manager
City of Seward
PO Box 167
Seward, AK 99664-0167

RE: FY 2017 Designated Legislative Grant Agreement

Dear Mr. Hunt:

Enclosed you will find a grant agreement between the City of Seward and Department of Commerce, Community, and Economic Development for use towards the Flood Protection Scoping and Feasibility Study.

In order to receive grant funds, a grant agreement must be executed. Please carefully review the agreement, sign, date and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, a fully executed copy will be sent to you for your file.

If you have any questions, please contact me via phone at (907)465-4731 or email robin.park@alaska.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Park".

Robin Park
Grants Administrator II

Enclosure



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program
Grant Agreement

Grant Agreement Number 17-DC-004	Vendor Number COS84266	Amount of State Funds \$300,000.00	
Encumbrance Number/Appropriation/Lapse Date /088621004 06/30/2021		Project Title Flood Protection Scoping and Feasibility Study	
Grantee		Department Contact Person	
Name City of Seward		Name Robin Park	
Street/PO Box PO Box 167		Title Grant Administrator II	
City/State/Zip Seward, AK 99664-0167		Street/PO Box PO Box 110809	
Contact Person Kristin Erchinger, Finance Director		City/State/Zip Juneau, AK 99811-0809	
Phone 907-224-4064	Fax 907-224-4038	Phone 907-465 4731	Fax 907-465-5867
Email kerchinger@cityofseward.net		Email robin.park@alaska.gov	

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and City of Seward (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 is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$300,000.00.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this Agreement begins July 1, 2016 and shall be completed no later than June 30, 2021.

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

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
 2. Project Budget
 3. Project Management
 4. Reporting
- Attachment B: Payment Method
Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

Grantee	Department
Signature	Signature
Printed Name and Title James Hunt, City Manager	Printed Name and Title Debi Kruse, Local Government Sepcialist V
Date	Date

Reviewed by: _____

Attachment A Scope of Work

1. Project Description

The purpose of this FY17 Designated Legislative Grant in the amount of \$300,000.00 [pursuant to the provisions of AS Statute, Grants to Municipalities 37.05.315, SLA 2016, Senate Bill 138, Chapter 2, Section 1, Page 3, and Line 6] is to provide funding to City of Seward for use towards Flood Protection Scoping and Feasibility Study. The objective of this project is to provide a scoping and feasibility study to identify and evaluate alternatives to assist the City of Seward in addressing serious flood risks.

This project may include following items:

- Project management plan,
- Economic analyses,
- Engineering analyses,
- Real estate analyses,
- Environmental analyses, and
- Floodplain management plan.

Additional expenditures must be reasonable and relative to the project objective and may require pre approval by the department.

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$300,000.00
Administration	\$0.00
Total Grant Funds	\$300,000.00

3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

4. Reporting

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

Attachment B Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

Attachment C Standard Provisions

Article 1. Definition

"Department" refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7.

Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8.

Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9.

Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10.

Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11.

Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12.

Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13.

Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14.

Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-069**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, ACCEPTING GRANT FUNDS FROM THE U.S. DEPARTMENT OF THE ARMY IN THE AMOUNT OF \$1.5 MILLION FOR THE LOWELL CREEK FLOOD DIVERSION FEASIBILITY STUDY, APPROVING A COOPERATIVE AGREEMENT FOR THE PROJECT, AUTHORIZING INITIAL MATCHING FUNDS IN THE AMOUNT OF \$500,000, AND APPROPRIATING FUNDS

WHEREAS, the Seward City Council has adopted federal and state legislative priority lists for many years, seeking federal and state funds to address the significant threat posed by flooding of the Lowell Canyon tunnel; and

WHEREAS, the City has been awarded a grant from the U.S. Department of the Army in the amount of \$1.5 million, with an equivalent required match by the City, to conduct the first phase of a major flood mitigation project which involves a scoping and feasibility study by the U.S. Army Corps of Engineers to identify and evaluate alternatives and prepare a decision document that will recommend a coordinated and implementable solution for flood diversion at Lowell Canyon tunnel; and

WHEREAS, the City's estimated \$1.5 million required match for this project can come from the City and/or other grant sources, and the City has received \$300,000 from the State of Alaska Department of Commerce, Community and Economic Development to assist with this phase of the project; and

WHEREAS, the City will continue to seek other sources of funds to serve as its required match for the project, but must provide initial funds beyond the original \$50,000 contributed to the project to enable the U.S. Army Corps of Engineers to begin their feasibility study efforts. Additional funding in the amount of \$650,000 will be required to complete the City's share of funding for this phase of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Council hereby affirms the Agreement between the Department of the Army and the City of Seward for the Lowell Creek Flood Diversion Feasibility Study dated August 12, 2016, as attached hereto.

Section 2. The City Manager is hereby authorized to accept a grant from the U.S. Department of the Army in the amount of \$1.5 Million.

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-069**

Section 3. Funds in the amount of \$2.0 Million are hereby appropriated as follows: 1) \$1.5 Million from the federal grant account no. 80114-0000-4251 to contracted services account no. 80114-0000-7009; and, 2) \$500,000 from the General Fund unassigned reserves account no. 01000-0000-3710-80115, to the project contracted services account no. 80115-0000-7009.

Section 4. The City hereby affirms its commitment to fund the remaining required \$650,000 of project costs either through City funding or other grant funding sources.

Section 5. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Johanna Kinney, CMC
City Clerk

(City Seal)

Agenda Statement



Meeting Date: October 24, 2016

To: Seward City Council

Through: Jim Hunt, City Manager *[Signature]*

From: Kristin Erchinger, Finance Director *[Signature]*

Agenda Item: Accepting \$1.5 million grant from U.S. Department of the Army for Lowell Creek Flood Diversion Feasibility Study

BACKGROUND & JUSTIFICATION:

The City of Seward is working with the US Army Corps of Engineers to conduct a feasibility study on alternative means of addressing flooding concerns in the vicinity of Lowell Canyon Tunnel. This project has been on the City’s state and federal legislative priorities lists for a number of years, including most recently on Resolution 2016-12 passed by the Seward City Council on February 8, 2016 (state legislative priorities) and Resolution 2015-105 passed on November 9, 2015 (federal legislative priorities).

The purpose of the first phase of this project is for the US Army Corps of Engineers to conduct a scoping and feasibility study to identify and evaluate alternatives and prepare a decision document that will recommend a coordinated and implementable solution for flood diversion at Lowell Canyon tunnel. The City has been awarded a \$1.5 million grant from the U.S. Army for this project, with a required match of \$1.5 million.

INTENT:

This grant will be used to conduct a scoping and feasibility study to identify alternatives toward a solution for flood diversion at Lowell Canyon Tunnel.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan: p. 28 “Determine the best solution and seek adequate funding to rebuild and/or repair the Lowell Creek Diversion Tunnel and Dam Complex.”	X		
2.	Strategic Plan: p. 11 “Determine the best solution and seek adequate funding to diminish the Lowell Creek flood potential.”	X		
3.	Other (list): Resolution 2016-12 and Resolution 2015-105	X		

FISCAL NOTE:

The City has spent an initial \$50,000 on this project, has received State grant funds in the amount of \$300,000 to assist with the matching requirements of the grant, and is seeking Council authorization for \$500,000 at this time. These contributions will enable the project to proceed while the City seeks additional grant funds for the remainder of the required match. Assuming no additional grants are received, the City will be required to commit to an additional future contribution in the amount of \$650,000. Approved by Finance Department: *Kristin Erchinger*

ATTORNEY REVIEW: Yes No

RECOMMENDATION:

Approve Resolution 2016- 0 6 9 accepting grant funds from the U.S. Department of the Army in the amount of \$1.5 million for Lowell Creek Flood Diversion Feasibility Study, authorizing a City contribution of \$500,000 toward the project, and appropriating funds.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF SEWARD
FOR THE
LOWELL CREEK FLOOD DIVERSION FEASIBILITY STUDY

THIS AGREEMENT is entered into this 12th day of August, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Alaska District (hereinafter the "District Engineer") and the City of Seward (hereinafter the "Non-Federal Sponsor"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 5032(b) of the Water Resources Development Act of 2007 (P.L. 110-114) authorizes the Secretary to conduct a study to determine whether an alternative method of flood diversion in Lowell Canyon is feasible;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood diversion at Seward, Alaska.

B. The term "shared study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes

required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions. The term does not include any costs for dispute resolution; for participation in the Study Coordination Team; for audits; for an Independent External Peer Review panel, if required; or for negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsor shall contribute 50 percent of the shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsor shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-

Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of the shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in the shared study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of the shared study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program

funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in the shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, the shared study costs are projected to be \$3,000,000, with the Government's share of such costs projected to be \$1,500,000 and the Non-Federal Sponsor's share of such costs projected to be \$1,500,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Alaska (J4)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal

Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Assistant City Manager
City of Seward
P.O. Box 167
Seward, AK 99664-0167

If to the Government:
Chief, Civil Works Branch
U.S. Army Engineer District, Alaska
P.O. Box 6898
JBER, AK 99506-6898

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

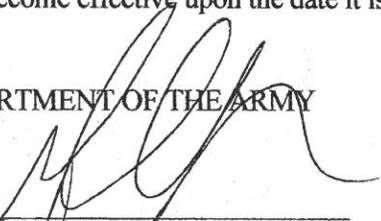
Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF SEWARD

BY:



Michael S. Brooks
Colonel, U.S. Army
District Engineer

BY:



Jim Hunt
City Manager

DATE:

12 AUG 16

DATE:

August 8, 2016

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, Kristin Erchinger, do hereby certify that I am the Finance Director of the City of Seward (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Lowell Creek Flood Diversion Feasibility Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Agreement between the Department of the Army and City of Seward for the Lowell Creek Flood Diversion Feasibility Study.

IN WITNESS WHEREOF, I have made and executed this certification this 20th day of
June, 2016.

BY: Kristin Erchinger

TITLE: Finance Director

DATE: 6/20/2016

CERTIFICATE OF AUTHORITY

I, William Earnhart, do hereby certify that I am the principal legal officer of the City of Seward, that the City of Seward is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Seward in connection with the Lowell Creek Flood Diversion Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Seward have acted within their statutory authority.

801 IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of August 2016.



William Earnhart
~~Partner~~, Birch Horton Bittner & Cherot
Member

CERTIFICATION REGARDING LOBBYING

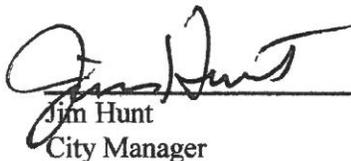
The undersigned certifies, to the best of his or her knowledge and belief that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Jim Hunt
City Manager

DATE: August 8, 2016



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.4731
Programs fax: 907.465.5867

August 17, 2016

James Hunt, Manager
City of Seward
PO Box 167
Seward, AK 99664-0167

RE: FY 2017 Designated Legislative Grant Agreement

Dear Mr. Hunt:

Enclosed you will find a grant agreement between the City of Seward and Department of Commerce, Community, and Economic Development for use towards the Flood Protection Scoping and Feasibility Study.

In order to receive grant funds, a grant agreement must be executed. Please carefully review the agreement, sign, date and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, a fully executed copy will be sent to you for your file.

If you have any questions, please contact me via phone at (907)465-4731 or email robin.park@alaska.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Park".

Robin Park
Grants Administrator II

Enclosure



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program
Grant Agreement

Grant Agreement Number 17-DC-004	Vendor Number COS84266	Amount of State Funds \$300,000.00	
Encumbrance Number/Appropriation/Lapse Date /088621004 06/30/2021		Project Title Flood Protection Scoping and Feasibility Study	
Grantee		Department Contact Person	
Name City of Seward		Name Robin Park	
Street/PO Box PO Box 167		Title Grant Administrator II	
City/State/Zip Seward, AK 99664-0167		Street/PO Box PO Box 110809	
Contact Person Kristin Erchinger, Finance Director		City/State/Zip Juneau, AK 99811-0809	
Phone 907-224-4064	Fax 907-224-4038	Phone 907-465 4731	Fax 907-465-5867
Email kerchinger@cityofseward.net		Email robin.park@alaska.gov	

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and City of Seward (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 is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$300,000.00.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this Agreement begins July 1, 2016 and shall be completed no later than June 30, 2021.

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

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
 2. Project Budget
 3. Project Management
 4. Reporting
- Attachment B: Payment Method
Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

Grantee	Department
Signature	Signature
Printed Name and Title James Hunt, City Manager	Printed Name and Title Debi Kruse, Local Government Specialist V
Date	Date

Reviewed by: _____

Attachment A Scope of Work

1. Project Description

The purpose of this FY17 Designated Legislative Grant in the amount of \$300,000.00 [pursuant to the provisions of AS [Statute, Grants to Municipalities 37.05.315, SLA 2016, Senate Bill 138, Chapter 2, Section 1, Page 3, and Line 6] is to provide funding to City of Seward for use towards Flood Protection Scoping and Feasibility Study. The objective of this project is to provide a scoping and feasibility study to identify and evaluate alternatives to assist the City of Seward in addressing serious flood risks.

This project may include following items:

- Project management plan,
- Economic analyses,
- Engineering analyses,
- Real estate analyses,
- Environmental analyses, and
- Floodplain management plan.

Additional expenditures must be reasonable and relative to the project objective and may require pre approval by the department.

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$300,000.00
Administration	\$0.00
Total Grant Funds	\$300,000.00

3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

4. Reporting

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

Attachment B Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

Attachment C Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7.

Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8.

Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9.

Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10.

Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11.

Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12.

Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13.

Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14.

Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

**CITY OF SEWARD, ALASKA
RESOLUTION 2016-070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, ACCEPTING GRANT FUNDS FROM THE KENAI PENINSULA
BOROUGH IN THE AMOUNT OF \$50,000, FOR BEACH EROSION, BANK
STABILIZATION AND REVETMENT, AND APPROPRIATING FUNDS**

WHEREAS, recent winter storms have resulted in Seward's waterfront experiencing erosion and undermining of portions of the beach, loss of vegetation, rip rap and fill, and undermining portions of the Lowell Point Road and the bike path; and

WHEREAS, the City hired R&M Consultants, Inc. to survey the damage resulting from these storms, resulting in a *City of Seward Beach Erosion Engineering Survey and Permitting* document which makes recommendations for bank stabilization and forms the basis for upcoming repair efforts; and

WHEREAS, at its board meeting of July 11, 2016, the Seward Bear Creek Flood Service Area Board of Directors unanimously approved a recommendation to fund this project, which was ratified by Kenai Peninsula Borough Authorizing Ordinance O2016-19; and

WHEREAS, the grant requires work to be completed by June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA that:

Section 1. The City Manager is hereby authorized to accept Kenai Peninsula Borough grant funds authorized by Kenai Peninsula Borough Authorizing Ordinance O2016-19 and purchase order #62891, in the amount of \$50,000, for the purpose of supplementing the bank stabilization project.

Section 2. The grant agreement between the City of Seward and the Kenai Peninsula Borough as attached hereto in substantial form is hereby affirmed.

Section 3. Funds in the amount of \$50,000 are hereby appropriated from borough grant account no. 30071-0000-4253 to contracted services account no. 30071-0000-7009.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the City Council of the City of Seward, Alaska, this 24th day of October, 2016.

Agenda Statement



Meeting Date: October 24, 2016

To: Seward City Council

Through: Jim Hunt, City Manager *RF Jim GH*

From: Kristin Erchinger, Finance Director *KME*

Agenda Item: Accepting \$50,000 Kenai Peninsula Borough grant for Bank Stabilization Project

BACKGROUND & JUSTIFICATION:

Seward has experienced waterfront erosion after a series of winter storm events the last two winters. The City hired R&M Consultants, Inc. to survey the resulting damage and recommend steps to stabilize the bank to mitigate continued erosion, resulting in creation of a “*City of Seward Beach Erosion Engineering Survey and Permitting*” document. This document provided the basis upon which a grant in the amount of \$50,000 was offered to the City of Seward by the Kenai Peninsula Borough, as ratified by KPB Ordinance 2016-019. The grant was unanimously recommended by the Seward Bear Creek Flood Service Area Board of Directors at its July 11, 2016 board meeting and requires that the project be complete by June 30, 2017.

INTENT:

This grant will be used to supplement the bank stabilization project as detailed by the report created by R&M Consultants, Inc. dated 12/15/16.

<u>CONSISTENCY CHECKLIST:</u>		Yes	No	N/A
1.	Comprehensive Plan: p. 28 “ <i>Cooperate with the Bear Creek/Seward Flood Service Area in planning, developing and implementing flood mitigation measures in adjacent areas that impact the safety and functioning of the city.</i> ”	X		
2.	Strategic Plan:			X
3.	Other (list): <i>KPB Ordinance 2016-19; Purchase Order #62891</i>	X		

FISCAL NOTE:

This action does not encumber City funds for the bank stabilization project. At the time a project is scoped and bid, the administration will seek an appropriation for additional project funding.

Approved by Finance Department: _____

ATTORNEY REVIEW: Yes ___ No X

RECOMMENDATION:

Approve Resolution 2016-070 accepting grant funds from the Kenai Peninsula Borough in the amount of \$50,000 for bank stabilization, and appropriating funds.



KENAI PENINSULA BOROUGH GRANT AGREEMENT

Total Grant Funds
\$50,000.00

Authorizing Ordinance
02016-19

KPB Account Number
PO#62891

Total Grant Award
\$50,000.00

Project Title
City of Seward Bank Stabilization Project

Funding Source
KPB - Seward Bear Creek Flood Service Area

Grantee		Borough Contact Person	
Name	DUNS# 037996634	Name	
City of Seward	TAX# 92-6000086	Brenda Ahlberg, Community & Fiscal Projects Manager	
Mailing Address		Mailing Address	
PO Box 167		144 N. Binkley Street	
City/State/Zip		City/State/Zip	
Seward, AK 99664		Soldotna, AK 99669	
Contact Person		Email	
Naneth Ambrosiani, Accounting Supervisor		bahlberg@kpb.us	
Phone	Email	Phone	Fax
907-224-4066	nambrosiani@cityofseward.net	907-714-2153	907-714-2377

The Kenai Peninsula Borough on behalf of Seward Bear Creek Flood Service Area (*hereinafter* "Borough") and City of Seward (*hereinafter* "Grantee") agree as set forth herein.

Section I: The Borough shall pay Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this agreement. In no event shall the payment exceed \$50,000.00.

Section II: The Grantee shall perform all of the work required by this agreement.

Section III: The work to be performed under this agreement begins 07/01/2016 and shall be completed no later than 06/30/2017.

Section IV: the agreement consists of this page and the following attachments:

- A. Scope of Work and Use of Funds
 - Payment Method and Reporting Requirements
 - Standard Provisions
- B. Financial/Progress Report
- C. Signature Authorization Form
- Certificate(s) of Insurance - *provided by Grantee*

Section V: The Community & Fiscal Projects Manager shall control the original, including any attachments filed.

Grantee	Borough
Signature:	Signature:
Authorized Signatory Name and Title James Hunt, City Manager	Authorized Signatory Name and Title Mike Navarre, Mayor
Date: 5 AUGUST 2016	Date: John Blankenship 8/29/16
Attest:	Attest: John Blankenship, Borough Clerk

Approved as to form and legal sufficiency:

Holly Montague, Deputy Borough Attorney



**FY17 KPB Grant Agreement
City of Seward – Bank Stabilization Project**

Scope of Work and Use of Funds

Project Description: The purpose of this Borough Grant is to provide funding to the City of Seward, *hereinafter* referred to as “grantee” for the purpose of supplementing the bank stabilization project as detailed in the “*City of Seward Beach Erosion Engineering Survey and Permitting*” documents (R&M Consultants, Inc. 12/15/2016).

Project Management

1. The project will be managed by the grantee.
2. The City Manager, or such other person(s) as indicated on Attachment C, shall be designated as the representative to receive or make all communications regarding the performance or administration of this agreement. The Borough Community & Fiscal Projects Manager as designated by the Borough Mayor is hereby designated as the representative of the Borough to receive or make all communications, payment requests, and reports regarding the performance or administration of this agreement, and who approves payment under this agreement. The parties may change their representative upon written notification to the other party.

Key Contact Information

Dan Mahalak, Water Resource Mgr. 224-9515 · dmahalak@kpb.us Seward/Bear Creek Flood Service Area	Brenda Ahlberg, Community & Fiscal Projects Mgr. 714-2153 · bahlberg@kpb.us Kenai Peninsula Borough Administration
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Project Approval

At the July 11, 2016 board meeting, the Seward/Bear Creek Flood Service Area Board of Directors unanimously approved the recommendation to fund this project in the amount of \$50,000. Funds are available in the service area’s contract services fund balance for bank stabilization and revetment projects as approved and appropriated by way of KPB Ordinance 2016-19. The Grantee shall cite KPB purchase order PO#62891 in all correspondence and reporting forms.

Grant funds, or any earnings there from, may be spent only for the purposes of the grant project as described above. Any monies used for purposes not authorized by this agreement shall be refunded to the Borough immediately after such expenditures, with or without demand by the Borough. Request to amend the budget shall be submitted to the Community & Fiscal Projects Manager no less than ninety (90) days prior to performance period end date.

Project Performance Period

Period: The performance period shall be effective for the period commencing on July 01, 2016 and ending on June 30, 2017. The grantee must liquidate all obligations not later than June 30, 2017. The Borough shall have no obligation for payment of services rendered by the grantee which are not performed within this specified period.

Request to Extend: These funds lapse at the end of the fiscal year 2016-2017 by way of the FY17 budget ordinance KPB O2016-19.

Funding

1. Source of Funds:
 - a. Seward/Bear Creek Flood Service Area, approved fiscal year 2016-2017 contract services fund 43011.
 - b. All unexpended grant funds as of the end of the grant period must be returned to the Borough. Funds will be considered obligated if they have actually been expended or encumbered prior to the end date of the performance period 06/30/2017.
2. Funds, or earnings there from, shall not be expended for the purposes of lobbying activities before the Borough Assembly, the Alaska State Legislature or U.S. Congress.

Payment Terms and Reporting Requirements

1. Payments: The Grantee will be compensated for up to and not exceeded \$50,000.00 as approved by Kenai Peninsula Borough Ordinance 2016-19 upon executing the grant agreement.
2. Reporting Requirements:
 - a. The Borough's approval of the proposed expenditures shall not be construed to mean that the Borough is liable in any manner whatsoever if it is determined by an agency or court of competent jurisdiction that the grantee's project does not satisfy the statutory criteria.
 - b. Upon completion of the project, but no later than ten (10) days thereafter the agreement end date, the grantee shall provide the final report to the Seward/Bear Creek Flood Service Area Board (*reference Attachment B*).
 - c. The Grantee agrees to refund any such amounts, including principal, interest, costs, fees, fines, or other charges, if it is determined by a court of competent jurisdiction that the grantee's expenditure of the funds does not meet the statutory criteria.
 - d. This agreement is not to be construed as entitlement to grantee receiving the future allocation of the Borough's funds.
 - e. Failure to meet the reporting requirements set forth in this agreement may result in the Borough requiring full refund of this grant award in the amount of \$50,000.00.

Email Final Report to:
Dan Mahalak, Water Resource Mgr.
224-9515 · dmahalak@kpb.us
Seward/Bear Creek Flood Service Area

Brenda Ahlberg, Community & Fiscal Projects Mgr.
714-2153 · bahlberg@kpb.us
Kenai Peninsula Borough Administration

Standards for Financial Management

Financial Management System:

1. The grantee will maintain an accounting system and a set of accounting records that at a minimum, allows for the identification of individual projects by source of revenue and expenditures related to this project.
2. All costs will be supported by source documentation. Grantee shall retain all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by this agreement for a period of three years after the completion date of the agreement, or until final resolution of any audit findings, claims, or litigation related to the grant.
3. The grantee's accounting records will be the basis for generating financial reports which must reflect accurate and complete data. In addition, financial records must be properly closed out at the end of the project period and all reports submitted in a timely manner.

Procurement Standards

The Grantee agrees to use a competitive process when making procurements for goods and services. These standards include but are not limited to the following:

1. Grantee may use its own procurement policies provided that they adhere to the applicable standards;
2. Grantee shall maintain a code of conduct which shall govern the performance of its officers, employees or agents in contracting with or expending grant funds; and
3. All procurement transactions shall be conducted in a manner so as to provide for maximum open and free competition.

Monitoring

Monitoring:

1. The grantee may receive an on-site review from the Borough, or its authorized representatives. Monitoring staff may review project and financial activity relating to the terms of this agreement. Upon request, the Borough shall be given full and complete access to all information related to the performance period of this agreement to ensure compliance with the project activities and consistently applied costs.
2. The grantee shall provide the Borough and its authorized representatives all technical staff, assistance and information needed to enable the Borough personnel to perform its monitoring function. This assistance from the grantee includes, but is not limited to, information about the grantee's project operation, accounting and data-base systems.

Program and Financial Deficiencies:

1. Through audits, reviews, monitoring or other means, the Borough may find the grantee to have program or financial deficiencies in the performance of the agreement. Such deficiencies may include, but are not limited to, the areas of accounting, financial controls, budgeting, and/or project compliance issues. If deficiencies are found, the

Borough may require the grantee to take corrective action and to submit a written corrective action plan to address identified deficiencies. All corrective action plans must be accepted by the Borough or its authorized representatives. Any corrective action must be satisfactorily completed within thirty days from the date of written notification.

2. The Borough, in its sole discretion, may require the grantee to submit periodic written verification that measures have been taken to implement the corrective action. If the grantee fails to demonstrate its compliance with the approved corrective action plan within the time constraints set by the Borough, the Borough may, at its option, exercise its rights to terminate the agreement. The Borough may exercise any of the other rights and remedies available to it at law or in equity.

Standard Provisions

1. **No Maintenance or Further Funding Responsibility:** By signing this agreement, grantee certifies that it will not ask the Borough to operate or maintain its program, except as may be otherwise agreed to in writing signed by both parties. Grantee understands, acknowledges and agrees that the Borough shall not be responsible for any services, programs, maintenance, operations, or further funding to grantee, or actions related thereto, and has not, and will not assume any such responsibility, all of such to be the sole and exclusive responsibility of grantee.
2. **Defense and Indemnification:** The Grantee shall indemnify, defend, save and hold the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character including costs, expenses, and attorneys fees resulting from grantee or grantee's officers, agents, employees, partners, attorneys and suppliers' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents, which are said to have contributed to the losses, failure, violations, or damage. However, grantee shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees. Grantee shall also not be required to defend or indemnify the Borough for damage or loss that has been found to be attributed to an independent party directly responsible to the Borough under separate written contract. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain in full force and effect.
3. **Insurance:** Grantee shall purchase at its own expense and maintain in force at all times during the term of this agreement General Liability and Automobile Insurance or self-insurance. Such coverage are to include bodily injury, personal injury, and property damage with respect to the property and the activities conducted by grantee in which coverage shall not be less than \$1,000,000 per occurrence or such higher coverage as specified by the Borough. Borough approval shall be required for the amount of any deductible or self-insured retention.

Additionally, grantee shall maintain at its own expense worker's compensation and employer's liability insurance for all employees per Alaska State Statutes who are performing work under this agreement.

- a. **Proof of Insurance:** *Grantee shall deliver to the Borough a certificate of insurance along with grantee's signature on this agreement. Failure to provide the certificate of self-insurance required by this section, or a lapse in coverage, is a material breach of the terms of this agreement entitling the Borough to terminate this agreement.*
4. **Relationship of Parties:** Nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of Borough and independent grantee of funds.
5. **No Exclusive Service; No Property Interest:** The grantee understands, acknowledges and agrees that all supplies, materials and equipment purchased with the grant funds shall be and shall remain the property of the grantee, subject to all applicable State statutes and Federal regulations.
6. **Termination.** The Borough may terminate this agreement, by written notice, when it is in the best interest of the Borough. In the event that grantee does not perform the tasks as required in this agreement, or does not submit any required reports for verification of performance, the Borough may exercise its option to terminate this agreement.
7. **Permits, Taxes and Adherence to Local, State, and Federal Laws:** Signing of this agreement does not, in any manner, excuse grantee from complying with any other law, Alaska state statute or regulation, or Borough ordinance or regulation. Grantee must in all cases adhere to all local, state and federal laws and regulations that pertain to public funds, to the services performed pursuant to this agreement, and related to wages, taxes, social security, workers compensation, nondiscrimination, licenses, permits, and registration requirements. Grantee shall pay all taxes pertaining to its performance under this agreement, and shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this agreement.
8. **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 Kenai. The law of the State of Alaska shall govern the rights and obligations of the parties.
9. **Non-Waiver:** The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof. No conditions or provisions of this grant agreement can be waived unless approved by the Borough in writing. Waiver by the Borough of any non-compliance by grantee, or excusing or extending performance, shall not be considered a waiver of any other rights of the Borough or a waiver of the right to terminate in the event of future breaches.
10. **No Third-Party Beneficiary:** This agreement is intended solely for the benefit of each party hereto. Nothing contained herein shall be construed or deemed to confer any benefit or right upon any third party.

11. **Environmental Requirements:** The grantee must comply with all environmental standards, to include those prescribed under State of Alaska and Federal statutes and Executive Orders.
12. **Entire Agreement:** This agreement represents the entire and integrated agreement between the Borough and grantee, and supersedes all prior, inconsistent negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both the Borough and grantee.

CALL TO ORDER

The September 6, 2016 special meeting of the Seward City Council was called to order at 6:00 p.m. by Mayor Jean Bardarson.

OPENING CEREMONY

Acting City Clerk Brenda Ballou led the Pledge of Allegiance to the flag.

ROLL CALL

There were present:

Jean Bardarson presiding and
Marianna Keil
Dave Squires
Deborah Altermatt

Ristine Casagrande
Sue McClure

comprising a quorum of the Council; and

Jim Hunt, City Manager
Brenda Ballou, Acting City Clerk

Absent – Butts

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING – None

APPROVAL OF AGENDA AND CONSENT AGENDA

Motion (Keil/Casagrande)

Approval of Agenda and Consent Agenda

Motion Passed

Unanimous

SPECIAL ORDERS, PRESENTATIONS AND REPORTS – None

PUBLIC HEARINGS – None

UNFINISHED BUSINESS – None

NEW BUSINESS

Resolution 2016-054, Approving The 2017 Grant Year Budget For The Seward Community Health Center As Required By The Co-Applicant Agreement Between The City Of Seward And The Seward Community Health Center.

Motion (Keil/Casagranda)

Approve Resolution 2016-054

Hunt said the Seward Community Health Center (SCHC) was seeking \$100,000 less than they had previously requested because they were becoming more self-sufficient. **Finance Director Kris Erchinger** added that that \$100,000 would be set aside for facility expansion.

Bardarson declared that, although she sat on the Board for the Seward Community Health Center, it had been ruled in the past that there was no conflict of interest. Further, Bardarson stated she did not vote on the budget at the Seward Community Health Center's budget meeting. There were no objections from council.

Keil declared that she was the council liaison to the Seward Community Health Center's coordinating committee. There were no objections from council.

In response to Squires, Erchinger said council had previously approved the SCHC's budget allocation of \$500,000 and in the event that the SCHC needed funds in excess of \$400,000, they would not have to come back to council as long as they did not exceed \$500,000.

In response to Casagranda, Erchinger clarified that years ago, the city paid Providence an annual management fee to operate the hospital, but that had been eliminated in recent years and the city no longer paid Providence a portion of the sales tax revenue.

Motion Passed

Unanimous

INFORMATIONAL ITEMS AND REPORTS – None

COUNCIL COMMENTS

Keil thanked the public for attending the meeting.

Squires requested the SCHC Board of Directors plan their budget session earlier so that council did not require a special meeting for the budget approval. He said last year the SCHC had pledged they would make that happen this year, and he was disappointed that didn't happen.

Casagranda echoed Squires' comments. She felt it was important that the public have as much notice and access to the SCHC business as possible.

Bardarson asked council if anyone had an objection to her lending her mayor title to support the Alaska SeaLife Center Marine Gala. There were no objections from council.

Hunt clarified the timing difficulties that the SCHC Board of Directors had with their meetings and budget sessions, and he urged council to be understanding. Hunt thanked Dana Paperman and the Senior Center for allowing him to visit there today.

CITIZEN COMMENTS – None

COUNCIL AND ADMINISTRATION RESPONSE TO CITIZEN COMMENTS – None

ADJOURNMENT

The meeting was adjourned at 6:09 p.m.

Brenda Ballou, CMC
Acting City Clerk

Jean Bardarson
Mayor

(City Seal)

DRAFT

**SEWARD COMMUNITY HEALTH CENTER
SCHC and City of Seward Coordinating Committee Meeting
Wednesday, July 13, 2016
1:30 pm – 2:50 pm
410 Adams Street, Seward, AK – City Manager’s Office**

Roll Call					
Status	Name	Role/Title	Status	Name	Role/Title
P	Jim Hunt	Member/City Manger	P	Pat Linton	Staff: Executive Director
E	Nan Thompson	Member/SCHC Chair	P	Jilian Chapman	Staff: Executive Assistant
P	Marianna Keil	Member/City Council	P	Jackie Wilde	City of Seward Exec. Liaison
P	Jim Hunt	Member/Asst. City Mgr.			
P	Susie Urbach	Member/SCHC Vice Chair			

P=Present

T=Teleconference

A=Absent

Topic	Presenter	Discussion	Action/Follow-up
Call to Order	Keil	The meeting was called to order by Marianna Keil at 1:30 pm in the City Manager’s Office at Seward City Hall.	
Meeting Agenda Review	Keil	Pat called for a motion to approve the agenda. After the motion was seconded, the agenda was approved.	It was moved (Keil) and seconded (Urbach) to approve the agenda. The motion was unanimously approved.
Action and Discussion Items	Keil	Approval of Minutes of April 6, 2016 Meeting* There were no changes requested. The minutes were approved as presented.	It was moved (Keil) and seconded (Hunt) to approve the agenda. The motion was unanimously approved.
	Urbach & Linton	Capital Project Update This committee has been meeting on a regular basis, but taking a break for the summer. The Wesleyan women’s group Board of Directors that owns the property north of the clinic meets once annually in October. We sent a request to them to donate the land to SCHC or sell it at their lowest price, and expect a response after their October meeting. The group’s “Plan A” is to get the property north of the hospital donated to enable construction of an 8,000 ft ² free-standing clinic. As now, we would not duplicate services provided by Providence but would maintain collaboration with hospital and see if other healthcare organizations would like to share the space (e.g., Public Health, SeaView). Under	

Topic	Presenter	Discussion	Action/Follow-up
		<p>this sort of arrangement, it's hopeful that the SCHC non-profit would own the building and debt service, but the City would guarantee the loan. It's too early to have any sort of cost estimates, but as an FQHC we have access to a national HRSA contractor called Capital Link, whose mission is to link FQHCs to capital funding sources. We have had preliminary discussions with them, and will start gearing up on the project again in September.</p>	
	Linton	<p>Budget Period Report (BPR) and HRSA Grant Budget Timeline Pat sent a lengthy email about this topic to the group last week. Part of the BPR submission is an approved 330 grant budget. After some discussion, the following timeline for the budget approval was identified:</p> <ul style="list-style-type: none"> • August 16 – SCHC Finance Committee meeting – budget recommended for Board approval • August 25 – SCHC Board meeting – budget approved • August 26 – Budget due to Jackie by 12:00 pm • August 29 – Special City Council Meeting to approve budget • September 16 – SCHC's BPR due to HRSA (Health Resources and Services Administration) 	
	Linton	<p>Financial Report</p> <ol style="list-style-type: none"> 1. <u>YTD Financial Report</u> Through the end of May we're operating in the black about \$24,000. Our cash position is good, with about 60 days' cash in operating reserve. Our patient volume is still around 400 visits/month, which is slightly above our breakeven point, so we'd would like to see that go up into the 500+ range on average. Our payer mix is holding steady. 2. <u>HRSA Supplemental Grants (\$77,510)</u> We're anticipating receipt of two supplemental grants, which when combined should cover almost 90% of our Epic conversion costs. We are all but guaranteed to get these grants. One is for \$35,000 and will help us get our PCMH (Patient-Centered Medical Home) accreditation and offset costs of our Epic conversion. The other grant is for \$42,510 and will cover additional IT upgrades needed for our conversion to Epic. 	
	Keil	<p>Major Project Reports and Updates</p> <ol style="list-style-type: none"> 1. <u>Fourth Provider, Amy Knissel</u> Amy started with us on July 5 and is fitting in great already. We now have four full-time providers. 	

Topic	Presenter	Discussion	Action/Follow-up
		<p>2. <u>Epic Conversion</u> We had our kick-off meetings yesterday and today to prepare for our go live on October 31. We're very pleased with the support we've received to date. We're moving from NextGen RCM billing services to Precision Practice Management as part of our conversion to Epic. Once we're live with Epic, we will save about \$60,000/year vs. what we're paying for NextGen now. Additionally, we will have greater integration and communication with Providence, which means better patient care.</p> <p>3. <u>340B Discount Drug Program</u> This will bring in an additional \$150-200,000 per year to our bottom line. We're going live with this October 1. Safeway will be our contracted pharmacy for this program.</p>	
Reports	Linton and Urbach	<p>SCHC Executive Director and Board Vice Chair</p> <ul style="list-style-type: none"> • We've brought on two new board members since April: Ann Linville (new) and Mike Craytor (returning). • Our new Outreach & Enrollment Coordinator, Denise Cerniglia, is starting on Monday. One of her major tasks will be developing our employer outreach program, which should have a direct impact on our patient volume. • KPBC Healthcare Task Force met a couple weeks ago. <ul style="list-style-type: none"> ○ One task force member proposed shifting the service area line between the two western KPBC hospitals 15 miles south. The task force was not comfortable handling this type of decision at their level, and the topic was forwarded for further consideration at the Assembly level. ○ The broader idea of a borough-wide health powers is still alive, but the effort gaining the most positive momentum is focused on the three KPBC hospitals forming a more formal association and regional alignment strategy. They're considering developing a "Clinically Integrated Network." ○ There will be no task force meeting in August. When they meet again in September they'll start putting together formal recommendations to take to the Borough Assembly. 	
	Hunt	<p>City Manager and City Council Keil asked about inclusion of minutes from these meetings in the city council meeting agenda packets.</p>	<p>Jilian will send the approved minutes of the April 2016 Coordinating Committee meeting to Jackie for inclusion in the July 25 City Council meeting packet.</p>

Topic	Presenter	Discussion	Action/Follow-up
Good of the Order		There were no additional comments made for the good of the order.	
Adjournment	Keil	There being no further business to be discussed, the meeting was adjourned at 2:15 pm.	
Next Meeting		The next meeting of the Coordinating Committee will be held on Tuesday, October 4 at 1:30 pm in the City Manager's office at City Hall.	


 Minutes Approved By: Pat Linton, SCHC Exec. Dir.


 Minutes Prepared By: Jillian Chapman, SCHC Exec. Asst.



PROCLAMATION

WHEREAS, Seward's citizens recognize that a special vibrancy exists throughout the entire community when its individual residents collectively "go the extra mile" through personal effort, volunteerism and service; and

WHEREAS, our community encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, Seward residents choose to shine a light on and celebrate individuals and organizations who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, we acknowledge the mission of the Extra Mile America Foundation to create 550+ "Extra Mile" cities and states in America in 2016.

NOW, THEREFORE, I, Jean Bardarson, Mayor of Seward, Alaska, do hereby proclaim November 1, 2016 to be Extra Mile Day and urge each individual in our community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge those around us who are inspirational in their efforts and commitment to make their organizations, families and community a better place in which to live and work.

Dated this 24th of October, 2016

THE CITY OF SEWARD, ALASKA

Jean Bardarson, Mayor

October 2016

October 2016							November 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

	Monday	Tuesday	Wednesday	Thursday	Friday
Oct 3 - 7	Oct 3	4	5	6	7
		6:00pm 7:00pm P&Z & HP WS (City Annex Building) 7:00pm 10:30pm P&Z Mtg			
Oct 10 - 14	10	11	12	13	14
	WS with KPB (Library) 7:00pm 10:30pm CC Mtg (Chambers)		12:00pm 2:00pm PACAB Mtg (Upstairs Library)		
Oct 17 - 21	17	18	19	20	21
		Alaska Day (Offices Closed)	12:00pm 2:00pm PACAB Work Session (Library) 6:30pm 10:30pm HP Mtg & WS		
Oct 24 - 28	24	25	26	27	28
	7:00pm 10:30pm CC Mtg (Chambers)		6:00pm 9:00pm P&Z WS (Annex)		
Oct 31 - Nov 4	31	Nov 1	2	3	4

November 2016

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Monday	Tuesday	Wednesday	Thursday	Friday
Oct 31 - Nov 4	Oct 31	Nov 1 7:00pm 10:30pm P&Z Mtg (City Annex Building)	2 12:00pm 2:00pm PACAB Mtg (Library Upstairs)	3	4
	7	8	9	10	11 Veteran's Day (Offices Closed)
Nov 7 - 11	14	15 6:00pm 9:30pm P&Z WS (City Annex Building)	16 12:00pm 2:00pm PACAB Work Session (Library) 6:30pm 10:30pm HP Mtg & WS (Library)	17	18
	21 5:30pm 7:00pm CC WS 7:00pm 10:30pm CC Mtg (Chambers)	22	23	24 Thanksgiving Holiday (Offices Closed)	25 Holiday (Offices Closed)
Nov 21 - 25	28	29	30	Dec 1	2
Nov 28 - Dec 2					

December 2016

December 2016

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2017

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Monday	Tuesday	Wednesday	Thursday	Friday
Nov 28 - Dec 2	Nov 28	29	30	Dec 1	2
Dec 5 - 9	5	6 6:00pm 7:00pm P&Z WS w/Flood Board (City Annex Building) 7:00pm 9:30pm P&Z Mtg (Annex)	7 12:00pm 2:00pm PACAB Mtg (Upstairs Library)	8	9
Dec 12 - 16	12 7:00pm 10:30pm CC Mtg (Chambers)	13	14	15	16
Dec 19 - 23	19	20	21 12:00pm 2:00pm PACAB Work Session (Library)	22	23 12:00pm 5:00pm Christmas Holiday (Offices Close at Noon)
Dec 26 - 30	26 Merry Christmas (Office)	27 7:00pm 10:30pm CC Mtg (Chambers)	28	29	30

January 2017

January 2017						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

	Monday	Tuesday	Wednesday	Thursday	Friday
Jan 2 - 6	Jan 2	3	4	5	6
		7:00pm 10:30pm P&Z Mtg (City Annex Building)	12:00pm 2:00pm PACAB Mtg (Upstairs Library)		
Jan 9 - 13	9	10	11	12	13
	7:00pm 10:30pm CC Mtg (Chambers)				
Jan 16 - 20	16	17	18	19	20
		6:00pm 9:30pm P&Z WS (City Annex Building)	12:00pm 2:00pm PACAB Work Session (Library) 6:30pm 10:30pm HP Mtg & WS		
Jan 23 - 27	23	24	25	26	27
	7:00pm 10:30pm CC Mtg (Chambers)				
Jan 30 - Feb 3	30	31	Feb 1	2	3

MEETING NOTES: