

RESOLUTION #637

A RESOLUTION FROM THE CITY OF BETHEL ACCEPTING GRANT FUNDS FROM THE STATE OF ALASKA, DEPARTMENT OF ADMINISTRATION, FOR THE PURPOSE OF PUBLIC SAFETY VEHICLES ACQUISITION.

WHEREAS, the City of Bethel provides several public safety services such as Police protection, Fire, and EMS Services; and,

WHEREAS, the existing Police and Fire vehicles are 4-6 years old and are in a state of disrepair due to heavy use on the rough road surfaces and frequently those vehicles are inoperative and in the shop for repair - this causes a public safety concern and slow response to calls for assistance; and,

WHEREAS, Municipal grant #5/90-820 is for the purpose of Public Safety Vehicles which will assist in the City of Bethel's efforts to serve its residents;

NOW, THEREFORE BE IT RESOLVED, that the Bethel City Administration is hereby authorized to execute all required documents to receive the \$80,000 grant funds appropriated and approved for the City of Bethel, Alaska.

PASSED AND APPROVED THIS 31 DAY OF August, 1989.

Clara Kelly
Clara Kelly, Mayor

ATTEST:

Karole A. Kohl
Karole A. Kohl, Acting City Clerk

**STANDARD AGREEMENT FORM
FOR MUNICIPAL GRANTS**

This agreement is executed between the State of Alaska, Department of Administration (Hereinafter called the "State"), and the City of Bethel (Hereinafter called the "Grantee"),

WITNESSETH that:

Whereas, the Grantee is willing to undertake the performance of this grant under the terms of this agreement;

Whereas, the municipality has the authority under the State law or local charter to provide the services for which funds were appropriated;

Whereas, the State has the authority to enter into this agreement by AS 37.05.315;

Whereas, funding for this grant lapses

_____ on lapse date

 x upon completion of the project;

Whereas, the grant #5/90-820 of \$80,000 is for the purpose of public safety vehicles (please provide further explanation and details in the space provided); *See resolution*

Dept. of Administration
Administrative Services

RECEIVED
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NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I. GRANT CONDITIONS.

The Grantee:

(1) will spend the grant only for the purposes specified above.

(2) will allow, on request, an audit by the State of the uses made of the grant.

(3) assures that, to the extent consistent with the purpose of the appropriation, the facilities and services provided with the grant will be available for use of the general public.

(4) will return to the State all grant funds received for construction of a public facility, if the State, upon reviewing the documentation provided and other evidence, determines that substantial, ongoing work on the project has not begun within five years of the date it was appropriated.

(5) will, for all grants for construction of a public facility, operate and maintain the facility for its practical life and that it will not look to the State to operate or maintain the facility or pay for its operation and maintenance. This does not apply to a grant for money 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 operation or maintenance costs to the State.

(6) will submit a monthly municipal grant financial report until the project is completed. A final municipal grant financial report is due within 90 days of project completion.

(7) will retain for a period of three years after project completion all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant.

(8) will return all unexpended grant monies to the State within 90 days of project completion.

(9) will not allow any of the grant monies to be used for the purpose of lobbying activities before the Alaska Legislature.

(10) will comply with the minimum wage and employment provisions of Alaska's public construction contract law as set out in AS 36.05.010 (copies of which are available through the Department of Labor).

ARTICLE II. TERMS OF PAYMENT.

Twenty percent of the grant shall be paid to the grantee, as an advance, within 10 days of the effective date of this agreement. The remainder of the grant will be paid after the entire advance is expended. The payments will be based on grantee expenditures that exceed the advance amount. These expenditures must be reported to the Department of Administration on a municipal grant financial report. Expenditures are herein defined as actual cash outlays or current payables.

The State will reimburse from financial reports signed by the Mayor or persons designated in writing by the Mayor to certify.

NOTE: Signing of this agreement does in no way excuse the recipient of the municipal grant of any other law, Alaska State Statute or City code regulations. Recipient must in all cases consult and adhere to all local, state, or federal laws that pertain to public funds.

The grantee recognizes that 02 AAC 45.010 establishes specific audit requirements for grant agreements executed after August 1, 1985. If the grantee does not have a copy of 02 AAC 45.010, one should be obtained from the Department of Administration.

The Grant Administrator, by written notice, may terminate this agreement, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of the agreement as amended for services rendered before the effective date of termination.

The amount of the grant is full consideration for the grantee's performance.

ARTICLE III. ADDITIONAL CONTRACT PROVISIONS.

The effective date of this grant is the date the agreement is signed by the State.

IN WITNESS WHEREOF, the parties have executed this agreement.

Approved by Ordinance or Resolution # RESOLUTION # 637, dated 8/31/89

(copy attached).

Grantee

State of Alaska

By: Mark J. Earnest 2/6/90
Date

By: Frank Baxter
Frank Baxter
Commissioner of Administration

CITY MANAGER
(Official Title)

(Official Title)

Effective Date: 2/9/90

DISTRIBUTION Grantee ()

Administration (✓)

Budgeted funds are available for the period and purpose of this expenditure.

Kenn Brooks
Certifying Officer

2.9.90
Date