

**CITY OF WASILLA
ORDINANCE SERIAL NO. 08-24**

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY-08 BUDGET BY ACCEPTING AND APPROPRIATING \$1,000 IN STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY GRANT FUNDS FOR THE 2008 ARBOR DAY PROGRAM.

* **Section 1. Classification.** This is a non-code ordinance.

* **Section 2. Purpose.** To appropriate State of Alaska, Department of Natural Resources, Division of Forestry grant funds for the City's Arbor Day Celebration to purchase trees and other related materials for the event.

* **Section 3. Appropriation.** Funds are appropriated to the following fund:

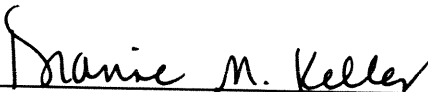
001-4570-457.60-13 Arbor Day Expenditures \$1,000

* **Section 4. Sources of Funds for Appropriation.**

001-4500-331.12-24 Arbor Day Revenue \$1,000

Section 5. Effective Date. This ordinance shall take effect upon adoption of the Wasilla City Council.

ADOPTED by the Wasilla City Council on June 23, 2008.



DIANNE M. KELLER, Mayor

ATTEST:



KRISTIE L. SMITHERS, MMC
City Clerk

[SEAL]



**CITY OF WASILLA
LEGISLATION STAFF REPORT**

RE: ORDINANCE SERIAL NO. 08-24

AN ORDINANCE OF THE WASILLA CITY COUNCIL AMENDING THE FY-08 BUDGET BY ACCEPTING AND APPROPRIATING \$1,000 IN STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY GRANT FUNDS FOR THE 2008 ARBOR DAY PROGRAM.

Agenda of: June 9, 2008 Introduction
 Originator: Recreation & Cultural Services Manager

Date: May 28, 2008

Route to:	Department	Signature/Date
	Police Chief Youth Court, Dispatch, Code Compliance	
X	Culture and Recreation Services Director Library, Museum, Sports Complex	<i>Bruce Lee</i>
	Public Works & Recreation Facility Maintenance Director	
X	Finance, Risk Management & MIS Director Purchasing	<i>Cheryl Deane</i>
X	Deputy Administrator Planning, Economic Development, Human Resources	<i>Morgan J. Gable</i>
X	City Clerk	<i>Ronnie</i>

REVIEWED BY MAYOR DIANNE M. KELLER: _____

FISCAL IMPACT: yes or no Funds Available yes no

Account name/number: 001-4570-457.60-13/Arbor Day

Attachments: Grant Agreement

SUMMARY STATEMENT: This is an annual appropriation of grant funding for Arbor Day. The funds will be used to purchase trees and other related materials associated with the planting of trees and the Arbor Day Celebration event. This ordinance accepts and appropriates the \$1,000 grant.

RECOMMENDED ACTION: To adopt Ordinance Serial No. 08-24 that accepts and appropriates an Arbor Day grant in the amount of \$1,000.

State of Alaska
 Department of Natural Resources
STANDARD GRANT AGREEMENT

This grant agreement is between the State of Alaska			
Department of NATURAL RESOURCES	Division of FORESTRY	HEREAFTER, THE STATE AND	
Grantee City of Wasilla		Tax I.D. #: 92-6010143	HEREAFTER, THE GRANTEE
Mailing Address (Street or P.O. Box) 1001 South Mack Drive	City Wasilla	State Alaska	Zip Code 99654

Article 1.00 Appendices: Appendices referred to in this agreement and attached to it are considered part of it.

Article 2.00 Performance of Services:

2.10 Appendix A General Provision, Articles 1-6, 8-12, 15-25, 27 & 28 and AS 37.05.316 govern the performance of services under this agreement.

2.20 Appendix B sets forth the services to be performed by the Grantee

2.30 Appendix C sets forth the financial and program/project progress reports that must be supplied to the State.

2.40 Appendix D sets forth the payment schedule for the disbursement of funds to the Grantee, and any audit requiren

Article 3.00 Period of Performance: The period of performance of the grant agreement begins:
April 14, 2008 and ends **September 10, 2008**

Article 4.00 Consideration:


4.10 In full consideration of the Grantee's performance under this grant agreement the State shall pay the Grantee a sum not to exceed: **\$1000** in accordance with the provisions of Appendix D.

4.20 When requesting grant funds, Grantee shall send request on organization letterhead to the address below.

Department Natural Resources	Division Forestry	Mailing Address 550 West Seventh Avenue, Suite 1450 Anchorage, AK 99501-3566	
Signature Blocks		FOR DNR USE ONLY	
GRANTEE		GRANT TRACKING DATA	
Name of Entity <i>City of Wasilla</i>		AWD	LOC
Signature	Date	UWA	GRT
Typed or Printed Name & Title		Authority	
ADMINISTERING AGENCY		Encumbrance No.	Source RD
Department Natural Resources	Division Forestry	Financial Coding	Vendor Nbr.
Signature of Grant/Project Administrator	Date	Project Name:	
Typed or Printed Name & Title		Purpose of Grant:	
APPROVAL BY COMMISSIONER/CERTIFYING OFFICE			
Signature	Date		
Typed or Printed Name & Title			

Alaska Community Forestry Program Grant Application - 2008

Alaska Department of Natural Resources, Division of Forestry, Community Forestry Program,
550 W. 7th Ave., Suite 1450, Anchorage, AK 99501-3566 / 269-8465/8466 / www.dnr.state.ak.us/forestry/community
Applications are due at the above address by 4:30 p.m. on Tuesday, February 26, 2008

1. Applicant (local gov't or nonprofit): The City of Wasilla
2. Tax I.D. #: 92-6010143 e-mail tallen@ci.wasilla.ak.us
3. Contact person: Tedman Allen Position/title: Recreation Coordinator
4. Address: 1001 South Mack Drive, Wasilla, AK 99654
5. Telephone (work/home/fax): W-907-357-9100 Fax-907-357-9122
6. Signature of person responsible for expenditure of grant funds: 
7. Attach a description of your proposed project and a timeline. Consider selection criteria (attached).
8. Budget

A) Grant amount requested	<u>\$ 2,000.00</u>
B) Value of in-kind match (personnel, donated material & time*, etc.)	<u>\$ 1,500.00</u>
C) Cash match	<u>\$ 1,500.00</u>
D) Total match	<u>\$ 3,000.00</u>
E) Total project cost (B + C must = D A + D must = E)	<u>\$ 5,000.00</u>

9. Detail how grant funds will be spent:

Trees	<u>\$ 650.00</u>
Seedlings	<u>\$ 1,000.00</u>
Soil	<u>\$ 300.00</u>
Brochures	<u>\$ 50.00</u>
Total:	<u>\$ 2,000.00</u>

10. List type and source of in-kind match (8B), if any:

*Value volunteer time at \$17.55 per hour.

Estimated Employee hours: 100 hrs @ 15.00 per Hr = \$1,500.00

Value
\$ 1,500.00

FEB 25 2008



Alaska Department of Natural Resources • Division of Forestry
550 W. Seventh Avenue, Suite 1450 • Anchorage, AK 99501-3566
(907) 269-8465 • (907) 269-8466 • fax (907) 269-8931
<http://forestry.alaska.gov>

April 2, 2008

Mr. Tedman Allen
City of Wasilla
1001 South Mack Drive
Wasilla, AK 99654

Dear Mr. Allen:

I am pleased to inform you that your Community Forestry Grant proposal has been selected for partial funding. We appreciate Wasilla's commitment to celebrating Arbor Day, promoting professional management of your community trees, and providing educational opportunities for the public.

Your grant will be \$1,000 and is to be used to purchase trees for city property and brochures in accordance with the attached project description. We are not able to fund the seedlings and soil because we received requests for more funds than are available this year. However, we will provide an extra \$300 for trees. We suggest that you consider a more diverse variety of species; we can offer information on other appropriate species if that is helpful. If your goal is to create a windbreak and snow fence, you will be more successful if you add a few evergreens. Finally, consider purchasing bare root trees, which are much less expensive, easier to plant, and proven to be successful.

Please read the enclosed document, Standard Grant Provisions, paying particular attention to Appendices B, C, and D, which detail the services, reporting, and payment requirements and procedures for your grant. If this is acceptable, please sign the Grantee box, which is highlighted on the Standard Grant Agreement form, and return with the entire grant packet enclosed. I will then get departmental approval and signatures and return a signed copy of the agreement to you.

Please share this project with your community, local, state, and federal government officials, and the news media, noting that the funds are from the Alaska Division of Forestry and the U.S. Forest Service. Publicity about how the Alaska Community Forestry Program benefits your community helps ensure that we will continue to be able to support local community forestry efforts.

Please call if you have questions. We thank you for providing this educational opportunity and improving the quality of life in Wasilla by planting trees.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Joyner".

Patricia Joyner
Community Forestry Program Coordinator
Alaska Division of Forestry

APPENDIX A STANDARD GRANT PROVISIONS

ARTICLE 1. Definition. In this Grant Agreement, attachments, and amendments “Certifying Officer” means that person who signs this Grant Agreement on behalf of the department and includes a successor or authorized representative.

ARTICLE 2. State Saved Harmless. The Grantee shall indemnify, save harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission, or negligent act of the Grantee relating to its performance of this grant.

ARTICLE 3. Inspections and Retention of Records. The State may inspect in the manner and at reasonable times it considers appropriate all of the Grantee’s facilities, records, and activities under this Grant Agreement.

ARTICLE 4. Disputes. The Certifying Officer shall decide, without bias, any dispute concerning a question of fact arising under this Grant Agreement which is not disposed of by mutual agreement. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal addressed to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive of a dispute and the Grantee shall proceed with the Performance of the Grant Agreement in accordance with the Certifying Officer’s decision.

ARTICLE 5. Equal Employment Opportunity. 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 applications 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 the 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 and subcontractor.

ARTICLE 6. Termination. The Certifying Officer, by written notice, may terminate this Grant 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 provisions of this Grant Agreement for services rendered before the effective date of termination.

ARTICLE 7. No Assignment of Delegation. The Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Certifying Officer.

ARTICLE 8. No Additional Work or Material. No claims will be allowed for services not specifically provided for in this Grant Agreement, which are performed or furnished by the Grantee.

ARTICLE 9. Independent Grantee. The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers, employees or agents of the State in the performance of this Grant Agreement.

ARTICLE 10. Payment of Taxes. As a condition of this Grant Agreement, the Grantee shall pay all federal, state, and local taxes incurred by the Grantee and shall require their payment by any contractor or any other persons in the performance of this Grant Agreement.

ARTICLE 11. Workers' Compensation Insurance. The Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30

ARTICLE 12. Insurance. The Grantee is responsible for obtaining any necessary liability insurance.

ARTICLE 13. Current Prevailing Rates of Wage and Employment Preference. 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 shall also require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010. Further, in accordance with AS 36.10.010, 95 percent of the work force employed in the completion of this project shall be local residents where they are available and qualified. If ten or fewer persons are employed, then 90 percent of the project work force shall be local residents where they are available and qualified.

ARTICLE 14. Budget Flexibility. Notwithstanding the provisions of Article 18 Appendix A "Changes", the Grantee may revise the project budget in Attachment B without a formal amendment to this agreement. Such revisions are limited to a maximum of 10 percent of the total amount of this agreement 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 and the creation of new budget line items that are within the scope of the project. 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 Grant Agreement.

ARTICLE 15. Governing Law. The laws of the State of Alaska govern this Grant Agreement. The Grantee shall perform all aspects of this project in compliance with all 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 federal, state, or local governments have been obtained.

ARTICLE 16. Officials not to Benefit. No member of or delegate to Congress or the Legislature, or officials or employees of the state or federal government may share any part of this agreement or any benefit to arise from it.

ARTICLE 17. Covenant Against Contingent Fees. The Grantee warrants that no person or agency has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this Grant Agreement without liability or in its discretion, deduct from the Grant Agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

ARTICLE 18. Changes. Any changes that have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of an Amendment. Any such Amendment must be dated and signed by both parties before the change is considered official and approved.

ARTICLE 19. 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.

ARTICLE 20. 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.

ARTICLE 21. Operation and Maintenance. Throughout the useful 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 22. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement.

ARTICLE 23. Remission. The Grantee shall return all unexpended grant monies to the State within 90 days of the project completion.

ARTICLE 24. Reporting Requirements. The Grantee shall submit progress reports to the Department according to the schedule established in Appendix C of this Grant Agreement.

ARTICLE 25. Right to Withhold Funds. The Department may withhold payments under this Grant Agreement for any violation of the provisions of this Grant Agreement.

ARTICLE 26. Sovereign Immunity. If the Grantee is an entity that possesses sovereign immunity, it has been required as a condition of this grant to irrevocably waive its sovereign immunity with respect to the State enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this Grant Agreement.

ARTICLE 27. Lobbying Activities. In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature.

ARTICLE 28. Audits. This Grant Agreement is subject to 2 ACC 45.010 single audit regulations for state grants. The Grantee must comply with all provisions of 2 ACC 45.010 and any additional audit requirements outlined in Appendix D.

APPENDIX B – SERVICES

1. Services to be performed by the grantee shall be in accordance with the attached project description, timeline, and budget, including in-kind and matching funds.
2. Changes in the grant services must be requested in advance, in writing and written confirmation received, prior to any changes taking effect.

APPENDIX C – REPORTING

1. A Project Completion Report shall be prepared and submitted on the attached report form by September 10, 2008.
2. At least five photos of your event and the name of the photographer. These may be sent electronically.

Send the report to:

Alaska Community Forestry Program
550 W. Seventh Avenue, Suite 1450
Anchorage, AK 99501-3566

2. This report may also be submitted electronically. An electronic version will be provided.

APPENDIX D – PAYMENT & AUDITS

1. This grant is subject to state and federal audits. Maintain receipts and other records of expenditures, matching and in-kind services, staff time, and volunteer hours for this project for a three-year period.
2. Payment will be paid upon completion of the project and submission of the Project Completion Report. **Requests for payment must be submitted on agency or organization letterhead.**
3. Payments will be made only for services provided and expenses incurred during the Period of Performance for this grant, which is April 14, 2008 through September 10, 2008.

Alaska Division of Forestry
Community Forestry Program

2008

Community Forestry Grant Completion Report

Report due: September 10, 2008

Grantee:

Date Report Submitted:

Grant Amount:

Total Match Amount:

1. Briefly describe the project. You may use text from proposal as appropriate.

2. List number of trees and shrubs planted, by species, if relevant.

3. Describe how grant funds were spent. Attach copies of receipts for items purchased with grant.

4. List groups and organizations that participated.

5. Describe the in-kind match. List each of following that is relevant:
 - Paid staff: names, hourly/benefits rate, and hours spent on project.
 - Professional services: names, type of services and hours donated, and value at \$35/hour.
 - Volunteers: names, type of work, hours donated, and value at \$18.77/hour.
 - Donated materials and approximate value, e.g. plants, soil, rental equipment, etc.

6. Describe amount and source of cash match and how it was spent, if relevant.

7. Attach a minimum of five photographs of event, participants, trees planted, etc., with brief description of what is depicted, and name of the photographer. Photos may be sent electronically.