

By: Finance Department
Adopted: September 14, 2015
Vote: Buswell, Graham, O'Barr, Wall, in favor
Sullivan-Leonard and Wilson absent

**City of Wasilla
Resolution Serial No. 15-26**

A resolution of the Wasilla City Council accepting a FY2016 grant from the Matanuska-Susitna Borough in the amount of \$150,000 to fund Youth Court program activities.

WHEREAS, the Matanuska-Susitna Borough has appropriated funds for Youth Court program activities on a reimbursement basis; and

WHEREAS, the Matanuska Susitna Borough will furnish funds in the amount of \$150,000; and

WHEREAS, the City has entered into an agreement with the Borough that the Mat-Su Youth Court will provide a diversion program and intervention services for first-time juvenile offenders within the Matanuska-Susitna Borough; and

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council accepts the Matanuska-Susitna Borough agreement to fund the FY2016 Youth Court Program in the amount of \$150,000.

ADOPTED by the Wasilla City Council on September 14, 2015.


BERT L. COTTLE, Mayor

ATTEST:


KRISTIE SMITHERS, MMC, City Clerk

[SEAL]

WASILLA

• ALASKA •

CITY COUNCIL LEGISLATION STAFF REPORT

Resolution Serial No. 15-26: A resolution of the Wasilla City Council accepting an FY2016 grant from the Matanuska-Susitna Borough in the amount of \$150,000 to fund Youth Court program activities.

Originator: Finance Department

Date: 8/31/2015

Agenda of: 9/14/2015

Route to:	Department Head	Signature	Date
X	Chief of Police		9/2/15
	Public Works Director		
	Recreation & Cultural Services Director		
X	Finance Director		9.2.15
X	Deputy Administrator		9.2.15
X	City Clerk		9.2.15

Reviewed by Mayor Bert L. Cottle:

 09:03:2015
Fiscal Impact: yes or noFunds Available: yes or no**Account name/number:**

Local Operating Grants/Mat Su Borough 220-4200-337.10-01

\$150,000

Attachments: FY2016 Mat Su Borough Agreement With the City of Wasilla (17 pages)

Summary Statement: This resolution accepts a Matanuska-Susitna Borough grant in the amount of \$150,000 for the Youth Court program. The monies received will help fund the Mat-Su Youth Court which provides a diversion program and intervention services for first-time juvenile offenders.

The Council adopted \$50,000 in projected revenues to be received from the Matanuska-Susitna Borough for FY2016. If Resolution Serial No. 15-26 is approved, finance will adjust the revenue budget to equal \$150,000. Expenditures have been approved through the normal budgeting process and adopted through Ordinance Serial No. 15-15(AM).

Recommended Action: Adopt Resolution Serial No. 15-26.

Matanuska-Susitna Borough
Agreement With the City of Wasilla
For the **Youth Court Program**

In consideration of the mutual promises herein, the Borough and the **City of Wasilla** agree as follows:

- A. Part I consisting of 24 sections of general provisions; and
- B. Part II consisting of 2 sections of special provisions.

COPY

PART I

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

- SECTION 1. DEFINITIONS
- SECTION 2. GRANT ADMINISTRATION
- SECTION 3. DURATION OF GRANT
- SECTION 4. AWARD OF GRANT
- SECTION 5. USE OF GRANT FUNDS
- SECTION 6. FINANCIAL MANAGEMENT SYSTEM
- SECTION 7. REPORTING AND AUDITS
- SECTION 8. RECORDS MANAGEMENT
- SECTION 9. INSURANCE
- SECTION 10. PERMITS, LAWS AND TAXES
- SECTION 11. ASSIGNMENTS AND SUBCONTRACTS
- SECTION 12. INDEMNITY
- SECTION 13. PUBLICATION, REPRODUCTION AND USE OF MATERIALS
- SECTION 14. UNALLOWABLE ACTIVITIES
- SECTION 15. TERMINATION
- SECTION 16. DUTIES UPON TERMINATION
- SECTION 17. DUTIES UPON EXPIRATION
- SECTION 18. NON WAIVER
- SECTION 19. NOTICES
- SECTION 20. RELATIONSHIP OF PARTIES
- SECTION 21. JURISDICTION
- SECTION 22. INTEGRATION
- SECTION 23. MODIFICATION
- SECTION 24. SEVERABILITY

SECTION 1. DEFINITIONS

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

- A. "Borough" means the Matanuska-Susitna Borough.
- B. "Borough funds" means all money obtained by the Grantee from or through the Borough under this agreement.
- C. "Grantee" means the City of Wasilla.
- D. "Property" means personal or real property used in connection with the Grantee's performance under this agreement and acquired in whole or in part with Borough funds.

SECTION 2. GRANT ADMINISTRATION

- A. The Borough Manager shall administer this grant on behalf of the Borough.
- B. The Mayor of the Grantee shall administer this grant on behalf of the Grantee.

SECTION 3. DURATION OF GRANT

A. The services, functions or activities described in Part II, Section 1 shall begin on July 1, 2015, and be provided through June 30, 2016, the date of expiration of this grant agreement.

B. The grant may be terminated in accordance with the provisions of Part I, Section 15.

SECTION 4. AWARD OF GRANT

A. The Grantee is hereby awarded a grant in the total amount of **\$150,000**. Payments under this Grant Agreement will be made as an advance; 50% of the total award will be advanced once the agreement is fully executed; the remaining 50% will be advanced in January 2016, based on the timely submission of the **signed original program activity report and financial report** as required for the 1st and 2nd quarters of the grant term.

B. This grant is awarded and may only be accepted subject to each and every covenant, term and condition set forth in this agreement. Unless the Grantee is in default of any provision of this agreement, funds shall be paid as indicated in this section. The Borough may, as a condition of releasing any funds under this agreement, require the Grantee to submit to the State of Alaska, through the Borough, any reports, records, audits or other materials required by the State. Failure to submit reports required under this agreement may result in the Borough withholding scheduled payments. The Borough may suspend payments to an agency for instances of non-compliance with the terms of the grant agreement. Payments may be suspended until the agency rectifies all issues of non-compliance and is no longer in default of

the grant terms. If any payment is withheld because the Grantee's performance is unsatisfactory, the Borough must within 14 working days of the payment denial, notify the Grantee of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

C. As a condition of payment, the Grantee shall have paid all Borough taxes currently due and owing by the Grantee.

D. The Grantee acknowledges that the Borough has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's program is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.

E. This agreement is subject to the availability of funds granted to the Borough from other funding agencies. The Grantee acknowledges that during the term of this agreement any funding level reduction to the Borough will reduce funds available to the Grantee.

F. This agreement is subject to the availability of funds lawfully appropriated by the Matanuska-Susitna Borough Assembly for its performance.

SECTION 5. USE OF GRANT FUNDS

A. The Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Part II, Program Activities and Project Budget. Administrative expenditures shall not exceed five percent (5%) of the total expenditures under this grant agreement.

B. In performing services under this agreement, the Grantee shall comply with all the terms and conditions of any agreement between the State of Alaska and the Borough under which funds are made available to pay the Grantee under this agreement. The Grantee further agrees to abide by any additional requirements which may be imposed by any funding source for this grant.

C. To the extent consistent with the purpose for which funds are made available to the Grantee under this agreement, the services and facilities provided by the Grantee will be available to the general public and will be provided only within the Matanuska-Susitna Borough.

D. All investment income and program generated revenues earned with funds awarded in this grant agreement are considered program income and may be used by the Grantee only for the Program Activities described in Part II, Program Activities and Project Budget. The amount of money earned and how it is spent must be reported to the Borough.

E. Grant funds made available to the Grantee under this agreement may not be used for expenses or obligations incurred by the Grantee before the effective date of July 1, 2015.

F. No claim for services, functions or other actions performed in addition to those specifically described in Part II, Program Activities and Project Budget shall be allowed by the Borough. However, the Grantee may at its own expense provide such other services or perform such other functions as are appropriate and consistent with this agreement.

G. The Borough shall pay the Grantee for its actual or accrued expenditures reasonably incurred to perform under this agreement, to the extent the expenditures conform with Part II, Program Activities and Project Budget and represent the Borough's share of total allowable costs and constitute allowable costs under applicable Federal, State and Borough standards. If the Grantee does not use Borough funds in accordance with this Subsection, the Grantee shall return those funds to the Borough.

H. The grantee shall establish uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures shall provide that:

1. for purchases of non-expendable personal property, or for the award of a contract with a value of \$300 or more, the grantee will require three competitive price quotations from potential suppliers; and
2. the grantee will retain written records of price quotations in accordance with 7 AAC 78.250 and will include in the written records
 - a. specifications;
 - b. suppliers' names and addresses; and
 - c. the prices quoted.

I. Written approval must be obtained from the Borough prior to expending grant funds for:

1. Travel outside the Borough;
2. Out-of-town consultants;
3. Capital purchases with a unit value exceeding \$500.00; and
4. Subcontracts.

J. No funds made available to the Grantee under this agreement may be used for:

1. Purchase of automobiles, vans, buses, or other transportation equipment;
2. Losses from bad debts;
3. Contributions to contingency reserves or miscellaneous funds;
4. Contributions, donations, or dues to any organization;

5. Entertainment costs;
6. Fines and penalties;
7. Interest on borrowing, financing or refinancing costs and related legal or professional fees;
8. Legal fees, except for the direct benefit of service recipients;
9. Indirect or percentage overhead costs except as directly charged to grant activities funded;
10. Costs associated with lobbying at local, state, or federal levels or other political activities; and
11. Costs of promoting or opposing unionization.

SECTION 6. FINANCIAL MANAGEMENT SYSTEM

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

B. The financial management system shall:

1. Provide accurate, current and complete disclosure of all financial transactions relating to this grant agreement;
2. Maintain separate accounts by source of funds for all revenues and expenditures. Identify the source and application of funds for the Grantee's performance under this agreement, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
3. Effectively control and account for all Borough funds and property;
4. Compare actual or accrued expenditures with budgeted amounts and compare financial information to performance or productivity data where applicable;
5. Maintain Policies and Procedures that provide for accurate accounting and proper management of all grant funds in accordance with Part I, Section 5;
6. Minimize the time between receipt of funds from the Borough and their disbursement by the Grantee;
7. Provide accounting records supported by source documentation;

8. Maintain procedures to bill clients for services received. These procedures must ensure that charges are reasonable, appropriate, and approved by the Grantee's governing authority; and,
9. Provide a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

SECTION 7. REPORTING AND AUDITS

A. The Grantee shall provide the first report to include the first two quarters and be submitted to the Borough to be received within 7 days after the quarter ending December 31, 2015, and a final report to be received by the Borough on or before July 15, 2016. **The January, 2016 advance payment of the remaining 50% of the award will not be issued until the Borough has received the financial and program activity reports for the period of July 1, 2015 - December 31, 2015. If the signed original of the final report is not received by July 15, 2016, the Grantee WILL NOT be eligible for funding under the 2017 program.** Upon expiration of the grant agreement the Grantee will, within fifteen (15) days, submit the final financial report, and return any unspent funds. All corrections to previous reports must also be submitted within fifteen (15) days of the expiration of the grant agreement.

B. The Borough reserves the right to alter the reporting requirements and the payment schedule of the grantee based on the overall performance of the grant agency. The Borough will notify the grant agency in writing of any changes in reporting or billing requirements.

C. Upon request and within a reasonable time, the Grantee shall provide such other information, reports and access to all records relating to its activities under this grant to the Borough in such form and at such time as the Borough may reasonably require.

D. During normal business hours the Grantee shall permit the Borough to audit, examine and make excerpts or transcripts from such records, and to make audits of all reports, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The Administrator may authorize individuals to audit, review, monitor and evaluate all financial and programmatic records of the Grantee to determine compliance with the terms and conditions contained in this agreement. The audits and inspection of records authorized by this Section shall include, but will not be limited to, a review of the organization, general management, financial management, case management, treatment process, and physical facility. A written document(s) outlining minimum operating policies and procedures for the program(s) covered by this agreement must be available for review. Any denial or failure by Grantee to permit Borough access to any and all records and/or documents set forth in Part I, Sections 6, 7, and 8 including, but not limited to, reports, materials, payrolls, personnel records, financial information, operating policies and procedures, and any other management records shall be deemed a material breach of this Grant Agreement.

E. The Grantee will retain for a period of five (5) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement.

F. The Grantee must comply with State regulation 02 AAC 45.010, Section (b) on audits of State financial assistance.

G. If any audit by or on behalf of the Borough has begun but has not been completed at the end of the five-year period or if audit findings have not been resolved at the end of the five-year period, the Grantee shall retain the records described in Subsection D of this Section until the audit findings are resolved.

H. Upon request and within a reasonable time, the Grantee shall make available for examination all of its records relating to the existence, operation, control and directorate of the Grantee's subsidiaries, sister corporations, partnerships or any related business entities. Such records shall be retained by the Grantee for a period ending five (5) years after termination of the grant agreement.

I. The Grantee will fully cooperate with the Grants and Contracts Section, as well as all Borough planning, evaluation and program coordination efforts.

J. If an independent, Borough or State audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Borough within thirty (30) days of audit findings.

SECTION 8. RECORDS MANAGEMENT

A. If for any reason the Grantee ceases operations under this agreement before the end of any record retention period in this Section, all records described in Section 7 Subsection D shall be delivered to the Borough.

B. If the Grantee fails to protect its records adequately from fire, theft, damage, deterioration or any other type of loss during any retention period in this Section, the Borough may take custody of any records described in Section 7 Subsection D that the Borough believes to be inadequately protected.

C. The Grantee shall maintain written policies and procedures that address the confidentiality of client information. These procedures shall include, but not be limited to, conditions and requirements for release of information, and describe the method of informing the client of how this release of information may be revoked when and if the client so needs; the process for informing clients of their right to confidentiality, the description of regulations that apply and a process for allowing access to client information by authorized representatives of the Borough for the purpose of monitoring/auditing program activities funded under this grant agreement.

D. For all school-aged child care (SACC) services, the Grantee shall maintain a written description of the safety procedures in effect and the method(s) used to record injuries. All injuries are to be recorded by type and frequency. This information is to be kept by each site where SACC services are offered.

SECTION 9. INSURANCE

A. The Grantee shall provide and maintain the following insurance:

<u>Coverage</u>	<u>Limits</u>
1. Worker's compensation and \$500,000 Employers Liability (only if paid employees on staff) <u>REQUIRED</u>	Statutory
2. Commercial General Liability Premises Operations Contractual Liability Personal Injury Liability <u>REQUIRED</u>	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate
3. Commercial Auto Liability Bodily Injury and Property Damage <u>REQUIRED</u>	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate
4. Professional Liability <u>(may be required)</u>	\$1,000,000

B. The Grantee will submit proof of insurance in a form acceptable to the Borough. Each policy, if insurance is required by this Section, shall provide for no less than thirty (30) days advance notice to the Borough prior to cancellation.

C. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Matanuska-Susitna Borough by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

SECTION 10. PERMITS, LAWS AND TAXES

A. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. A business license issued by the State of Alaska, Department of Commerce, and a Matanuska-Susitna Borough business

license are required. All actions taken by the Grantee under this agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

SECTION 11. ASSIGNMENTS AND SUBCONTRACTS

A. Unless otherwise allowed in writing by the Borough, any assignment by the Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by the Grantee to assign any part of its interest or delegate its duties under this agreement shall give the Borough the right to immediately terminate this agreement without any liability for any actions performed by the Grantee.

B. The Grantee may enter into subcontracts to purchase goods and services necessary to its performance under this agreement, provided that the Grantee and subcontractor comply with the requirements of this Section.

C. The grantee shall have established written procedures for the selection of a subcontractor that comply with requirements of Part I, Section 14.

D. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore and comply with requirements of Part I, Sections 5 and 14.

E. Every subcontract in an amount exceeding \$1,000.00 shall require retention of and reasonable access to business records of the subcontractor relating to the purchase of goods or services under the subcontract.

SECTION 12. INDEMNITY

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

SECTION 13. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

A. Except as otherwise provided herein, all data, documents and materials produced by the Grantee under this agreement shall be the property of the Borough, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

SECTION 14. UNALLOWABLE ACTIVITIES

A. DISCRIMINATION:

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

2. The Grantee shall state, in all solicitations or advertisements for employees to work under the grant agreement, that all qualified applications will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical impairment/disability.

3. The Grantee shall include the provisions of Subsection 1 through 3, of this Section, in every subcontract or purchase order under this grant, so as to be binding upon every such subcontractor or vendor of the Grantee under this agreement.

4. The Grantee shall comply with all applicable Federal, State, and Borough laws concerning the prohibition of discrimination.

B. CONFLICT OF INTEREST:

1. No member of any board shall cast a vote on any matter which could financially benefit such member, or any organization such member could represent.

2. Each agency shall avoid organizational conflict of interest, and all personnel shall avoid personal conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds.

3. No funds shall be paid to any non-governmental individual, institution or organization to conduct an evaluation of the grant if such individual, institution or organization is associated with the grant as a consultant or technical advisor.

C. KICKBACKS:

1. No officer, employee or agent of any agency shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subrecipient, contractor or other individual served through the grant.

D. ADMINISTRATION:

1. All non-profit agencies must establish and adhere to a written policy stating that an employee of the grantee may not be a member of the grantee's governing board.

E. POLITICAL PATRONAGE:

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.

2. The Grantee agrees that it shall not expend any Borough funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for any state or municipal office even if such endorsement or opposition does not require expenditure of funds. The grantee understands that after a determination by the Borough that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any Borough funds for the following fiscal year.

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

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

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

SECTION 15. TERMINATION

This grant may be terminated:

A. By mutual consent of the parties expressed in writing.

B. By the Borough when an audit report on a previous grant to the Grantee by the Borough reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Borough for the full amount of the ineligible expenditures.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.

D. For the convenience of the Borough, provided that the Borough notifies the Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

SECTION 16. DUTIES UPON TERMINATION

A. If the Grantee's services are terminated, the Borough shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Borough because of the Grantee's failure to satisfactorily perform. The Borough may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.

B. If the Grantee receives payments exceeding the amount to which it is entitled under Subsection A of this Section, it shall remit the excess to the Borough within thirty (30) days of receiving written notice to do so.

C. The Grantee shall not be entitled to compensation under this Section until the Grantee has delivered to the Borough all final financial and program performance reports and all other documents, records, and work products related to this agreement and requested by the Borough.

D. If the Grantee's services are terminated, neither party may claim compensation under this agreement not allowed under this Section.

E. If a final audit has not been performed before the Grantee's services are terminated, the Borough may recover any costs disallowed as a result of the final audit.

F. Except as provided in this section, termination of the Grantee's services under Section 15 does not affect any other right or obligation of a party under this contract.

SECTION 17. DUTIES UPON EXPIRATION

A. Upon expiration of the grant agreement, no unencumbered funds may be expended by the Grantee. In addition to the final reports required by Section 7A, the Grantee will promptly refund to the Borough any unencumbered balance of grant funds paid to the Grantee or otherwise dispose of said funds as the Borough may direct.

SECTION 18. NON WAIVER

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

SECTION 19. NOTICES

A. Any notice required pertaining to the subject matter of this grant shall be personally delivered, sent via facsimile (FAX), emailed, or mailed* by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Matanuska-Susitna Borough

Mary Miller, Grant & Program Manager
Department of Administration
350 E. Dahlia Avenue
Palmer, Alaska 99645
PHONE: (907) 861-8557
FAX: (907) 861-8669
EMAIL: mary.miller@matsugov.us

Grantee

Bert L. Cottle, Mayor
City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654
PHONE: (907) 373-9055
EMAIL: bcottle@ci.wasilla.ak.us

* Notice is effective upon the earlier of receipt or five (5) days after proper posting.

SECTION 20. RELATIONSHIP OF PARTIES

A. The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer the grant and monitor the Grantee's compliance with its obligation hereunder. The Borough shall not supervise or direct the Grantee other than as specifically provided in this agreement.

SECTION 21. JURISDICTION

A. Any civil action arising from this agreement shall be brought in the Superior Court, Third Judicial District, of the State of Alaska at Palmer. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

SECTION 22. INTEGRATION

A. This agreement and all appendices and modifications hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. The parties may modify this agreement only in writing and a written copy, signed by both parties, shall be attached and become part of this agreement.

SECTION 23. MODIFICATION

A. This grant agreement shall only be modified or changed in writing, and be executed by authorized representatives of the parties.

B. For the purposes of modifications to the approved grant agreement, the authorized representatives of the parties are:

Grantee: City Manager or Authorized Designee

Borough: Borough Manager or Authorized Designee

C. For purposes of any modification or change to the terms and conditions of this agreement, the Grantee must request any modification in writing and the Borough must receive this request prior to the final 90 days of the grant agreement.

D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 24. SEVERABILITY

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

PART II

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

SECTION 1. PROGRAM ACTIVITIES (see attached)

SECTION 2. PROJECT BUDGET (see attached)

SECTION 1. PROGRAM DESCRIPTION/ACTIVITIES

The City of Wasilla's Mat-Su Youth Court shall provide a diversion program for juvenile offenders to promote accountability, restorative justice, and education through early intervention. The program shall act on authority from the State of Alaska, Division of Juvenile Justice with the purpose of providing intervention services to assist the state in resolving criminal cases of juveniles who are typically first-time, minor offenders living in the Matanuska-Susitna Borough area.

SECTION 2. PROJECT BUDGET

TOTAL PROJECT BUDGET: **\$150,000**

MSB FUNDS: **\$150,000**

REMAINING: **\$0**

Part II, Sections 1 and 2 are subject to revisions by Grantor and Grantee as mutually agreed upon by prior written amendment. If Grantee has any questions as to whether expenditure is appropriate for reimbursement, ask before committing to the expense.

