

Municipality of Anchorage  
Agreement  
with [Grantee Name]  
for [Project Name]

In consideration of the mutual promises herein, the Municipality of Anchorage and [Grantee Name] agree as follows:

- A. Part I consisting of 24 sections of general provisions;
- B. Part II consisting of 2 sections of special provisions.
- C. Appendix A – Reporting Forms

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. "Administrator" means the Director of the Anchorage Health Department or his/her designee.
- B. "Grantee" means [Grantee Name]
- C. "Grant" means [Project Name].
- D. "Municipality" or "Anchorage" means the Municipality of Anchorage.
- E. "Municipal funds" means all money obtained by the Grantee from or through the Municipality under this agreement.
- F. "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 Municipal funds.

SECTION 2.            GRANT ADMINISTRATION.

- A. The Director of the Anchorage Health Department shall administer this grant on behalf of the Municipality.
- B. The Executive Director 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 upon execution of the grant agreement and be provided through December 31, 2022.
- B.
- C. 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 **Dollars (\$XXXX)**. Payments shall be made on a monthly basis upon submission of required project activity reports, invoice, and financial backup for invoiced expenses. Payment under this grant shall occur 30 days after the date of the invoice.
- 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 at a reasonable time after they are received by the Municipality. Failure to submit reports required under this agreement may result in the Municipality withholding scheduled payments. The Municipality 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 Municipality must within fourteen (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 municipal taxes currently due and owing by the Grantee.
- D. The Grantee acknowledges that the Municipality 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 project 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 lawfully appropriated by the Anchorage Municipal Assembly for its performance.
- F. Pursuant to Anchorage Municipal Charter Section 13.06(a), funding for this grant can be reduced upon declaration by the Mayor to the Anchorage Municipal Assembly of a severe financial or economic hardship. Funding may not be reduced by more than the amount of the then unencumbered balance.

#### SECTION 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, Section 1. **Any change in a budget category in the Grant Budget included in Part II, Section 2 which exceeds the total budget category by an amount greater than 20% or fifty thousand dollars (\$50,000), whichever is less, must be approved in writing by the Municipality.**
- B. In performing services under this agreement, the Grantee shall comply with all the terms and conditions of any agreement between the United States or the State of Alaska and the Municipality 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 Municipality of Anchorage.
- D. All investment income and project generated revenues earned with funds awarded in this grant agreement are considered project income and may be used by the Grantee only for the Project Activities described in Part II, Section 1. The amount of money earned and how it is spent by line item must be reported to the Municipality.
- 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 approved by the Assembly.
- F. No claim for services, functions or other actions performed in addition to those specifically described in Part II, Section 1 shall be allowed by the Municipality. 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 Municipality shall pay the Grantee for its actual or accrued expenditures reasonably incurred to perform under this agreement, to the extent the expenditures conform to Part II, Section 2 and represent the Municipality's share of total allowable costs and constitute allowable costs under applicable Federal, State and Municipal standards. If the Grantee does not use Municipal funds in accordance with this Subsection, the Grantee shall return those funds to the Municipality.
- 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 \$3,000 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; and
    - b. suppliers' names and addresses; and
    - c. the prices quoted.
- I. Written approval must be obtained from the Municipality prior to expending grant funds for:

1. Travel outside the Municipality; and
2. Out-of-town consultants; and
3. Capital purchases with a unit value exceeding \$1,000; 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; and
2. Losses from bad debts; and
3. Contributions to contingency reserves or miscellaneous funds; and
4. Contributions, donations or dues to any organization; and
5. Entertainment costs; and
6. Fines and penalties; and
7. Interest on borrowing, financing or refinancing costs and related legal or professional fees; and
8. Legal fees, except for the direct benefit of service recipients; and
9. Indirect or percentage overhead costs except as directly charged to grant activities funded; and
10. Costs associated with lobbying at local, state, or federal levels or other political activities; and
11. Costs of promoting or opposing unionization; and
12. Costs of supporting any religious or anti-religious activities.

## 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; and
  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; and
  3. Effectively control and account for all Municipal funds and property; and
  4. Compare actual or accrued expenditures with budgeted amounts and compare financial information to performance or productivity data where applicable; and

5. Maintain Policies and Procedures that provide for accurate accounting and proper management of all grant funds in accordance with Part I, Section 5; and
6. Minimize the time between receipt of funds from the Municipality and their disbursement by the Grantee; and
7. Provide accounting records supported by source documentation; and
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 will provide the following by the 15<sup>th</sup> day of the month following the end of the reporting period.
  1. A quarterly financial report which includes general ledger details for costs incurred and an invoice. (Attachment C)
  2. A monthly program activity report (Attachment D, Monthly Reporting).
  3. A monthly data report based on the data dictionary (Attachment D, Data Collection)
  4. An end of grant period final report (Attachment D, End of Grant Report) due no later than January 10, 2023.
  5. Invoices and reports shall be sent to the Housing and Homeless Services email at [housingandhomelessservices@anchorageak.gov](mailto:housingandhomelessservices@anchorageak.gov).
  6. The use of alternate reporting forms will not be accepted from the Grantee unless the Grantee has requested and received approval for their use in writing from the Municipality prior to submittal.
- B. The Municipality 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 Municipality 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 Municipality in such form and at such time as the Municipality may reasonably require.
- D. During normal business hours the Grantee shall permit the Municipality to audit, examine and make excerpts or transcripts from such records, and to make audits

of all invoices, 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 Municipality access to any and all records and/or documents set forth in Part I, Sections 6,7, and 8 including, but not limited to, invoices, 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 grants, 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 Municipality has begun but has not been completed at the end of the three-year period or if audit findings have not been resolved at the end of the three-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 will provide non-identifying persons served and 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 Municipal Department of Health and Human Services, as well as all Municipal planning, evaluation and program coordination efforts.
- J. If an independent, Municipal or State audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Municipality 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 Subsection D of Section 7 shall be delivered to the Municipality.
- 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 Municipality may take custody of any records described in Subsection D of Section 7 that the Municipality 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 Municipality for the purpose of monitoring/auditing program activities funded under this grant agreement.
- D. For all school-aged childcare (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 Contractor shall maintain in good standing, for the entire period of the contact, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.
- B. The Contractor shall provide the following insurance:
  - 1.) \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
  - 2.) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.
  - 3.) Commercial General Liability including:
    - \$2,000,000 General Aggregate
    - \$2,000,000 Products/Completed Operations
    - \$1,000,000 Personal & Advertising Injury



\$1,000,000 Each Occurrence  
\$5,000 Medical Payments

- 4.) Professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 5) Cyber/Privacy Liability insurance with limits not less than \$1,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

- C. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the MOA on policy cancellation it shall be the contractor's responsibility to notify the MOA of such cancellation.
- D. With the exception of Workers Compensation and Professional Liability each policy shall name The Municipality as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.
- F. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.
- G. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Municipality requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Municipality.
- H. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the Municipality is an additional insured on insurance required from subcontractors.

## SECTION 10.

## PERMITS, LAWS AND TAXES.

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 non-commercial solicitation license issued by the Municipality of Anchorage 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 Municipality, 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 Municipality 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 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.

The Grantee shall indemnify, defend, save and hold the Municipality 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.

Except as otherwise provided herein, all data, documents and materials produced by the Grantee under this agreement shall be the property of the Municipality, 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, sexual orientation, gender identity, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). 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, sexual orientation, gender identity, marital status, mental or physical impairment/disability.
3. The Grantee shall comply with any and all reporting requirements, which the equal employment opportunity contract compliance program office may establish by regulation. The contract compliance officer may accept the contractor's compliance with Federal requirements or the contractor's Federal reporting documents in lieu of reporting under this section.
4. 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. The contract compliance officer may accept the contractor's compliance with Federal requirements or the contractor's Federal reporting documents in lieu of reporting under this section.

5. The Grantee shall comply with all applicable Federal, State, and Municipal laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

**B. CONFLICT OF INTEREST:**

1. No member of 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:**

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. NEPOTISM:**

No agency shall hire a person in an administrative capacity or staff position under the grant if a member of that person's immediate family is engaged in an administrative capacity for that agency or is on the Board of Directors. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "person in an administrative capacity" includes those persons who have overall administrative responsibility for a grant including all appointed or elected officials who have any responsibility for obtaining and/or approval of any funds received from the Municipality of Anchorage, Department of Health and Human Services.

**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 municipal funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for 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 Municipality that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any municipal funds for the following fiscal year.

F. LIMITATIONS ON RELIGIOUS ACTIVITIES:

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

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
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; and
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such service; and
4. The portions of a facility used to provide such services under this grant agreement, in whole or in part, shall contain no sectarian or religious symbols or decorations.

SECTION 15.                      TERMINATION.

This grant may be terminated:

- A. By mutual consent of the parties expressed in writing.
- B. By the Municipality when an audit report on a previous grant to the Grantee by the Municipality reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Municipality 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 Municipality, provided that Anchorage 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 Municipality shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Municipality because of the Grantee's failure to satisfactorily perform. The Municipality 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 Municipality 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 Municipality all final financial and program performance reports and all other documents, records and work products related to this agreement and requested by the Municipality.
- 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 Municipality 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.**

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, Grantee will promptly refund to the Municipality any unencumbered balance of grant funds paid to the Grantee or otherwise dispose of said funds as the Municipality may direct.

SECTION 18.

NON-WAIVER.

The failure of the Municipality 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 Municipality thereafter to enforce each and every provision hereof.

SECTION 19.

NOTICES.

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

Municipality

Director  
Anchorage Health Department  
PO Box 196650  
Anchorage, Alaska 99519-6650  
FAX : (907) 343-6740

Grantee

Victims for Justice  
1057 W. Fireweed Lane, Suite 101  
Anchorage, AK 99503  
FAX: 907-258-0740

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

SECTION 20.

RELATIONSHIP OF PARTIES.

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

SECTION 21.

JURISDICTION.

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

SECTION 22.

INTEGRATION.

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:        Board Officer or Designee  
  
Municipality: Mayor, Municipal 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 Municipality must receive this request prior to the final 90 days of the grant agreement. All budget modifications must be submitted on the budget revision forms provided by the Municipality.
- D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 24.                      SEVERABILITY.

Any provision of this grant agreement deemed 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 Description / Activities
- Section 2. Grant Budget

SECTION 1. PROGRAM DESCRIPTION / ACTIVITIES.

- A. Project Description—See Appendix A, Grantee RFGP Application
- B. The Grantee agrees to register, and update as appropriate, project information with United Way 2-1-1 Get Connected, Get Answers at <http://www.alaska211.org>, an information and referral service.
- C. The Grantee shall include the following statements in any publications, printed materials, or electronic media developed under the grant or in any publication of project activities and results:
  - 1. “The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Municipality of Anchorage, Anchorage Health Department.”
  - 2. “This project was supported by a grant awarded by the Municipality of Anchorage, Anchorage Health Department.”

SECTION 2. GRANT BUDGET.

- A. Budget

COST CATEGORIES	PROJECT COST
	\$
GRANT TOTAL	\$

- B. Budget Narrative

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates shown below.

**MUNICIPALITY OF ANCHORAGE**

**[GRANTEE NAME]**

\_\_\_\_\_  
Name:  
Mayor, Municipal Manager or Authorized  
Designee  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_  
IRS Tax ID No.  
Tax status: ( ) Non-taxable ( ) Taxable

**ANCHORAGE HEALTH DEPARTMENT**

\_\_\_\_\_  
Anchorage Health Department, Director or Authorized Designee  
Date: \_\_\_\_\_

