

HR 2002-4

Submitted by: Chair of the Assembly at the Request of the  
Mayor  
Planning Department  
For Reading: January 8, 2002

ANCHORAGE, ALASKA  
AR NO 2002-4

CLERK'S OFFICE  
APPROVED  
1-15-02  
Date:

A RESOLUTION OF THE MUNICIPALITY OF ANCHORAGE APPROPRIATING NINE HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED TWENTY SIX DOLLARS (\$976,326.00) TO THE STATE CATEGORICAL GRANTS FUND (231) FROM THE ALASKA DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT FOR THE FY 2001 WORKFORCE INVESTMENT ACT TITLE 1B ADULT PROGRAM WITHIN THE PLANNING DEPARTMENT.

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. That the sum of Nine Hundred Seventy Six Thousand Three Hundred Twenty Six Dollars (\$976,326.00) is appropriated to the State Categorical Grants Fund (231) from the Alaska Department of Labor and Workforce Development for the FY 2001 Workforce Investment Act Title 1B Adult Program within the Planning Department.

Section 2. This resolution shall take effect immediately upon passage and approval by the Municipal Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 15 day of January, 2002.

Chair

ATTEST:

Municipal Clerk

Departmental Appropriation:  
Planning Department: \$976,326.00



# MUNICIPALITY OF ANCHORAGE

## ASSEMBLY MEMORANDUM

AM No. 5-2002

Meeting Date: January 8, 2002

From Mayor

Subject: Appropriating the Workforce Investment Act Title 1B Adult Program for Program Year 2001

The Administration requests approval of the attached resolution to appropriate Nine Hundred Seventy Six Thousand Three Hundred Twenty Six Dollars (\$976,326.00) to the State Categorical Grants Fund (231) from the Alaska Department of Labor and Workforce Development for the PY 2001 Workforce Investment Act Title 1B Adult Program within the Planning Department. The grant will fund program from July 1, 2001 through June 30, 2002.

These funds will be used to create and maintain a seamless continuum of educational and career development opportunities and incentives that assist eligible adults in selecting, pursuing, and obtaining careers that result in self-sufficiency. Operating under a consortium agreement between the Municipality of Anchorage and the Matanuska-Susitna Borough, training and employment opportunities are provided to qualified individuals through the combined service area.

The following budget is presented:

### STATE CATEGORICAL GRANTS FUND (231)

<u>REVENUES</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
231-15711G-9398	Other State Grant Revenues	\$976,326
<u>EXPENDITURES</u>		
231-15711G-1101	Salaries & Wages	277,701
231-15711G-1401	Retirement	50,703
231-15711G-2101	Office Supplies	1,000
231-15711G-2201	Operating Supplies	1,000
231-15711G-3101	Professional Services	10
231-15711G-3202	Postage	10
231-15711G-3302	Mileage	300
231-15711G-3303	Freight, Express, Messenger	10
231-15711G-3307	Conferences – Outside Alaska	1,700
231-15711G-3308	Conferences – Inside Alaska	10
231-15711G-3601	Maintenance Contracts – Equipment	10
231-15711G-3611	Maintenance – Computers	10
231-15711G-3701	Rent	34,444
231-15711G-3801	Board Expenses	10
231-15711G-3802	Advertising	100
231-15711G-3803	Printing & Binding	100
231-15711G-3805	Dues/Subscription/Memberships	1,000
231-15711G-3806	Tuition and Registration Fees	900

231-15711G-3808	Contractual	278,764
231-15711G-3860	Participant Support	50,000
231-15711G-3861	Participant Training	246,770
231-15711G-5401	Equipment >1000	10
231-15711G-5411	Computer Hardware >1000	10
231-15711G-5412	Computer Software >1000	10
231-15711G-5603	Equipment <1000	300
231-15711G-5604	Computer Hardware <1000	220
231-15711G-5605	Computer Software <1000	510
231-15711G-6050	WIA Clearing IGC	8,000
231-15711G-6085	Graphics	700
231-15711G-6145	Workmen's Compensation	11,184
231-17511G-6147	General Liability	10,830
<b>TOTAL</b>		<b>976,326</b>

231-15761G-3201	Communication	
<b>TOTAL</b>		
231-15761G-7404	Title IB IGC Other	(8,000)
<b>TOTAL</b>		<b>(\$8,000)</b>

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE ATTACHED RESOLUTION APPROPRIATING \$976,326.00 FROM THE ALASKA DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT TO THE STATE CATEGORICAL GRANTS FUND (231).

Prepared By:

*Susan R. Fison*  
Susan R. Fison, Director  
Planning Department

Fund Certification:  
231-15711G-9398 \$976,326  
WIA PY 2001 Title IB Adult Program Grant  
BY 2001

*Kate H. Giar*  
Kate H. Giar  
Chief Fiscal Officer

*Harry J. Kiehl, Jr.*  
Harry J. Kiehl, Jr.  
Municipal Manager

Concur:

Respectfully Submitted,

*George P. Wuerch*  
George P. Wuerch  
Mayor

# STATE OF ALASKA

Department of Labor and Workforce Development  
Employment Security Division

Tony Knowles, Governor  
Alaska Workforce Investment Office  
3301 Eagle Street, Suite 106  
Anchorage, AK 99503-4188  
PHONE: (907) 269-4651  
FAX: (907) 269-4661

December 7, 2001

Municipality of Anchorage  
Career Development and Training  
P.O. Box 196650  
Anchorage, AK 99519-6650

Re: Executed Grant, PY01/13.00, PY99/FFY01/PY01/FFY02 WIA Adult

Enclosed is a fully executed grant / grant amendment between the Municipality of Anchorage and Alaska Workforce Investment Office for your files.

If you require additional information or clarification regarding this grant, please contact Tara Jollie at (907) 269-4660.

Sincerely,

*Eva Mullen*  
Eva Mullen

Administrative Clerk

ENCL.

C: Ursula Mitter, Anchorage AWIO

# Grant Agreement

State of Alaska  
Department of Labor and Workforce Development  
Employment Security Division  
Alaska Workforce Investment Office



Grant Encumbrance Number		EN	
Collection Code(s)		07-353262	07-350336
Grant Description		PY99/FFY01/PY01 / FFY02 WIA Adult Programs	
Department		Grantee	
Name	Alaska Workforce Investment Office	Name	Alaska Workforce Investment Office
Street/P.O. Box	3301 Eagle Street, Suite 106	Street/P.O. Box	3301 Eagle Street, Suite 106
City/State/Zip	Anchorage, AK 99503-4188	City/State/Zip	Anchorage, AK 99503-4188
Contact Person	Tara Jollie	Contact Person	Tara Jollie
Phone/e-mail	343-6534	Phone/e-mail	343-6534
Employer I.D. or S.S. #	92-0059987	Business License No.	92-0059987
Initials/Date	11-14-01	Initials/Date	11-14-01

## AGREEMENT

The Alaska Department of Labor and Workforce Development, Employment Security Division, Alaska Workforce Investment Office (hereinafter "Department") and The Municipality of Anchorage (hereinafter "Grantee") agree as set forth herein.

**Section I.** This grant is contingent upon receipt of Federal funds. The Department shall pay the Grantee for the performance of the work under the terms outlined in this grant agreement. The amount of the payment is based upon expenses incurred which are authorized under this agreement. In no event shall the payment exceed: **\$976,326.00.**

**Section II.** The Grantee or its agents shall perform all of the work required by this grant agreement. This grant agreement is effective upon signature by both parties.

**Section III.** The work to be performed under this agreement shall begin July 1, 2001 and shall be completed no later than June 30, 2002.

**Section IV.** The grant agreement consists of this page and the following:  
**APPENDICES:** (Check Those That Apply)  
☒ Appendix A - General Provisions  
☒ Appendix B - Special Provisions  
**Section V.** Any changes to this grant agreement shall only be made upon formal amendment signed by both parties.

Authorized Signature	Printed Name and Title	Date
<i>[Signature]</i>	Harry J. Kieling, Jr., Municipal Manager	11/22/01
Authorized Signature	Printed Name and Title	Date
<i>[Signature]</i>	Ed Flanagan, Commissioner	12.3.01
Department		

MOA PY00/FFY01/file 13.00  
11/22/01

ORIGINAL

## ATTACHMENT A SCOPE OF WORK

### Article 1. PURPOSE

The immediate purpose of the grant is to implement the Title I Adult Program of the Workforce Investment Act. The overall purpose is to create and maintain a seamless continuum of educational and career development opportunities and incentives that assist eligible adults in selecting, pursuing, and obtaining careers that result in self-sufficiency as defined in State and Substate WIA plans.

### Article 2. SERVICES REQUESTED

All activities performed pursuant to this grant shall comply with Workforce Investment Act (WIA) and its accompanying regulations, all applicable Federal, State and local laws, rules and regulations, and all Alaska Workforce Investment Office policy and guidelines. Services performed under this grant are to be conducted in accordance with State and Substate WIA plans, which are incorporated by reference herein. Furthermore, services will be performed in accord with the guidance and directives issued by the local and state Workforce Investment Boards.

The Anchorage Mat-Su Workforce Investment Local Service Area in the performance of this grant will provide academic, occupational, and vocational work readiness skills training to eligible adults. The service delivery system must be consistent with that described in the state and sub-state plans. Participants must be informed of the array of services available.

Services are to be customized, based on individualized assessment, to meet the participant's choice, needs, and goals. Core services and access to intensive services must be made available through the Alaska Job Center Network. Additionally, services may be made available at affiliated linked sites and through specialized sites that address specific needs.

Adults served will receive a comprehensive staff-assisted assessment of skills, knowledge, work experience and aptitudes that demonstrates the individual has the skills and/or qualifications to successfully participate in training, is unable to obtain or maintain employment through the assistance of intensive services, has been determined to need training services to obtain or maintain employment, desires training for a job where there is a demand for workers, requires assistance not available or beyond the assistance provided by other training programs, meets the local priority guidelines for services, meets citizenship and selective service criteria, is 18 years of age or older, and



is eligible as defined in statute, regulation, and in the approved State and Substate WIA plans.

In the selection of service providers, those approved by the local board may be contracted with to provide services. Providers must maintain performance data for adults they serve, and must report that data to the Workforce Investment Local Service Area. The Local Workforce Investment Board will certify which providers are approved based on performance data as established by the board.

### Article 3. PERFORMANCE OUTCOMES

Quantifiable goals of these indicators are negotiated and agreed upon by the State Workforce Investment Board and the Anchorage Mat-Su Workforce Investment Board and are part this grant agreement. Performance indicators for this grant are as follows:

Program Year 2001			
ADULT	Baseline Data	Local Proposed Performance	State Negotiated Performance
Entered Employment	56.8%	65.0%	65.0%
6 month retention	78.1%	78.0%	78.0%
6 month earnings change	\$5,434.00	\$ 4,200.00	\$ 4,000.00
Credential attainment Rate	Survey	52.00%	52.0%
Customer Satisfaction			
Employer	None	67.0%	67.0%
Participant	None	69.0%	69.0%

Program Year 2002			
ADULT	Baseline Data	Local Proposed Performance	State Negotiated Performance
Entered Employment	56.8%	66.0%	66.0%
6 month retention	78.1%	80.0%	80.0%
6 month earnings change	\$5,434.00	\$ 4,200.00	\$ 4,000.00
Credential attainment Rate	Survey	55.00%	55.0%
Customer Satisfaction			
Employer	None	68.0%	68.0%
Participant	None	70.0%	70.0%



## **ATTACHMENT B FINANCIAL CONSIDERATIONS**

### **Article 1. GRANT AWARD**

In consideration of the Grantee's satisfactory performance of the services stated in Attachments A and B, and in accordance with the Appendices of this Grant Agreement, the State shall pay the Grantee a sum not to exceed \$976,326.00 on a cost reimbursable basis.

### **Article 2. BUDGET**

The total grant amount shall be based upon the budget listed below in Article 7. Expenditures and obligations are not to exceed the limits for the program budget cost category.

If the Grantee wishes to amend the budget, the Grantee must submit appropriate written justification. The grant administrator will review the request and negotiate with the Grantee for an acceptable revision. The revised budget shall become a binding part of the total amount of this agreement.

This grant is contingent upon receipt of Federal funds.

### **Article 3. ADVANCE PAYMENTS**

Advance payments are not allowed under the terms of this Grant Agreement.

### **Article 4. INVOICES**

Invoices shall be approved for payment by the AWTQ upon satisfactory performance of the services stated in Attachments A & B and in accordance with the Appendices of this grant agreement. Invoices will be submitted in a format approved by the AWTQ, and will be certified as true and correct. Invoices shall be submitted within 20 calendar days after the end of each month.

All invoices for costs incurred under this grant must be submitted within 80 days after the period of performance of the grant. Any costs not billed for by that time become the responsibility of the grantee. A Final Annual Settlement Report is required within 80 days after the period of performance of this grant. Invoices must be supported by appropriate source documentation, including, but not limited to: vendor billings, time

sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures.

This supporting documentation is not ordinarily submitted along with the invoice itself, but is maintained on file with the Grantee for a period of not less than three years. However, Department staff may request copies of source documentation prior to approval for payment of any invoice.

Invoices shall be sent to the billing address shown on the grant signature cover page.

## **Article 5. REPORTING REQUIREMENTS**

The Grantee shall enter participant data regarding eligibility and activities in the MIS system specified by the Department. Eligibility and other participant documentation will be maintained in participant files, which shall be made available to the Department upon request.

The Grantee will submit to the Department quarterly management report of expenditures broken out by line item on a form provided or approved by the Department. These reports are due 30 days after the end of the quarter.

Provider information necessary for the state to manage the statewide provider list will be submitted to the Department upon request and in a format mutually agreed upon.

## **Article 6. FISCAL REQUIREMENTS**

The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities may result in the subsequent termination of the grant and any balance of funds. It may also result in the Grantee being required to return to the State any funds determined not allowed.

PY99/FFY01 funds carried forward into this agreement must be spent by June 30, 2002 or returned to the state.

PY01/FFY02 funds are available until June 30, 2003. Funds not expended by that time will be returned to the state.

#### Article 7.a. Budget

The total grant amount shall be based upon the budget listed below:

Cost Category	Program Year	Collocation Codes	Carry-In	PY01/FFY02 New Funding	RSA ES/AWIO	Grant Totals
Program	PY99	07 353262	6	0		6
Program	FFY01	07 35 0356	6	0		6
Program	PY01	07 35 1336		0		0
Program	FFY02	07 35 1356				8
<b>Totals</b>				<b>\$985,076.00</b>	<b>(\$8,750.00)</b>	<b>\$976,326.00</b>

See footnote (b) and (c)

See footnote (c)

- (a) \$81,643.62 from PY99 & FFY01 Program funds are available for carry-in for program years PY01 & FFY02.
- (b) FFY02 Original Adult Program funds of \$738,289.00 is reduced by total carry-in of \$81,643.62 because of State authorization levels.
- (c) Reduction of \$8,750.00 for an AKDOL/ES via RSA as requested by the MOA to provide Employment Services for MOA clients. Matching funds are also provided in from the MOA FFY02 Dislocated Worker Program.
- (d) Funding for the administration of these programs will be provided under a separate grant agreement.

This grant is contingent upon Federal Funds.

#### Article 7.b. Line Item Budget

Line Item Budget		Internal	Services	Total Grant
Personal Services	71000		\$350,418.00	\$350,418.00
Travel	72000		\$0.00	\$0.00
Contractual	73000		\$43,144.00	\$43,144.00
Supplies	74000	\$4,000.00	\$100,000.00	\$104,000.00
Equipment	75000		\$0.00	\$0.00
Grants	77000	\$478,764.00		\$478,764.00
<b>Total</b>		<b>\$482,764.00</b>	<b>\$493,562.00</b>	<b>\$976,326.00</b>

Any redistribution of funds within the line item budget must be mutually agreed upon and executed by an amendment to this agreement.

## Jufer M Librando

---

From: Roger Foisy [roger\_foisy@labor.state.ak.us]  
Sent: Wednesday, November 28, 2001 10:48 AM  
To: 'Jufer M Librando'; 'Eva Mullen'; 'Jollie, Tara L'  
Cc: 'Stauffer, Phyllis M'  
Subject: RE: MOA grants



final Article  
7\_MOA.XLS

Jufer, I found the file (Tara is out of town today) and made the change identified in the previous e-mail. The revised budget page is attached. Let me know if there is a problem with this. The Municipality is desperate for the money, so it would be helpful if this one can get processed as quickly as possible. Thanks for your help on this.

-----Original Message-----

From: Jufer M Librando [mailto:jufer\_librando@labor.state.ak.us]  
Sent: Wednesday, November 28, 2001 10:21 AM  
To: 'Eva Mullen'; 'Jollie, Tara L'  
Cc: 'foisy, roger'; 'Stauffer, Phyllis M'  
Subject: RE: MOA grants

Eva/Tara,

I just received today the Adult grant signed by the grantee and initialed by your folks down there. Could you please send me the corrected budget page electronically so i could attached it and forward it to Commissioner for his approval.

-----Original Message-----

From: Eva Mullen [mailto:eva\_mullen@labor.state.ak.us]  
Sent: Wednesday, November 28, 2001 8:59 AM  
To: Jufer M Librando  
Subject: FW: MOA grants

Good morning Jufer. Did you mail these two grants back to us via DHL? Thanks for your help. Cheryl Halloway had the STEP grant and mailed it to us yesterday - oh boy!

-----Original Message-----

From: Roger Foisy [mailto:roger\_foisy@labor.state.ak.us]  
Sent: Wednesday, November 28, 2001 7:58 AM  
To: 'Eva Mullen'  
Cc: 'Tara L Jollie'  
Subject: RE: MOA grants

I have not seen the ones they claim were sent back to me on 11-23-01, or that is, last Friday. I would think they should be here today --- I will be back in the office this afternoon and can initial it then. I am copying Tara on this e-mail so that she can make the correction to the Adult grant budget as soon as she gets back from Dillingham. Tara, please make the noted change immediately, as the Municipality is desperate for the executed grant and there are only two Assembly meetings in December.

-----Original Message-----

From: Eva Mullen [mailto:eva\_mullen@labor.state.ak.us]  
Sent: Tuesday, November 27, 2001 9:23 AM

.To: 'Roger Foisy'; 'Becky DeGuzman'  
Subject: FW: MOA grants

Roger, do you know the status of the Dislocated Worker and Adult grants?

-----Original Message-----

From: Jufer M Librando [mailto:jufer\_librando@labor.state.ak.us]  
Sent: Tuesday, November 27, 2001 8:22 AM  
To: 'mullen, eva'  
Cc: 'Stauffer, Phyllis M'  
Subject: MOA grants

Eva,

This is in reply to your query regarding status of above subject grant

1. STEP \_\$1,722,917.00 - this was forwarded to Commissioner for his approval on 11/21/01
2. Dislocated Worker - \$1,891,881.70 - this was sent to Roger Foisy for his initial on 11/23/01
3. Adult Programs -\$976,326.00 - this was also sent to Roger on 11/23/01. The budget page (page 5 of 5) needs to be change in order to reflect correct cc. per budget page 7351336 (\$647,895.38) should be 7351356

You might want to make a follow-up with Roger if he has receive this already.

Jufer...

## GENERAL PROVISIONS

### Article 1. Adherence to Law

1.1 The Grantee and any subrecipient are required to comply with applicable federal and state law and regulations, and state policies.

1.2 When state regulation or policy conflicts with federal law, regulation, or interim regulation, the federal rule will prevail.

1.3 The Grantee and any subrecipient are required to adhere to generally accepted accounting principles and to the requirements of any applicable OMB Circulars.

1.4 The grants administrator can advise the Grantee regarding the applicable laws, regulations, OMB Circulars upon request of the grantee.

### Article 2. Performance Exception

2.1 If the President or the Governor declares a disaster, and that disaster has caused a delay in the performance of the grant, that delay will be considered excusable under the terms of this grant.

### Article 3. Payment

3.1 In return for the Grantee's performance and subject to the terms of the grant agreement, the Department shall pay the Grantee a sum not to exceed the amount specified on the grant signature page, and further defined in the budget section of the grant agreement, or as amended and modified by mutual agreement and approved by the Department.

3.2 The Grantee expressly certifies by signature hereto that the grantee has no right to payment, and will not seek such, unless the grantee is in compliance with this grant agreement.

3.3 Payment will be made on a cost reimbursable or fixed unit price basis as specified in this grant agreement.

a) Reimbursable costs are reported and paid on an actual expenditure basis as incurred.

b) Unit price payments are based upon earned performance and are paid upon submission of documentation verifying satisfactory performance as specified in the grant agreement.



No payment will be made to the grantee unless such payment is

- (a) Properly supported by documentation;
- (b) Is agreed to in this grant agreement;
- (c) Submitted on a proper invoice and certified by the grantee and the Department;
- (d) For expenses that occurred within the period covered by the grant agreement.

- 3.5 All payment is predicated on timely and accurate reporting according to the terms of the grant agreement, and payment may be withheld while the Grantee is delinquent in its reporting.

**Article 4. Collection of Funds**

- 4.1 The Grantee shall take necessary actions to effect prompt collection of all refunds, rebates, credits or other amounts earned through the performance of this grant, shall report such refunds, credits and rebates on each invoice, and shall remit such funds to the Department.

**Article 5. General Budget Provisions**

- 5.1 No payment will be made for any expenditure made or service rendered by the Grantee except for allowable costs and activities which fall within the scope of the budget set forth in this grant agreement.
- 5.2 The Grantee shall submit to the Department a written request for approval of budget revisions when:
- (a) The revision would change the scope of services or grant activities;
  - (b) The revision indicates that a change in the total funding is required; or
  - (c) The Grantee desires to transfer funds from one line item or cost category to another when Attachment B has no express provision allowing a certain percentage to be so moved.
- 5.3 The Department is not liable for Grantee incurred costs or services that exceed the grant agreement budget. The Department will not honor invoices for excessive payments. It is the responsibility of the Grantee to secure a properly executed grant budget revision to this grant agreement when the circumstances described above are anticipated.

The Grantee will in no case exceed in expenditure or in commitment the total obligated dollar amount agreed upon in the grant agreement. The Grantee is

responsible for any and all over-expenditures and for any disallowable and disallowed cost that it may incur.

Mileage will be reimbursed at the state mileage reimbursement rate when privately owned vehicles are used. A portion of the mileage reimbursement rate may be subject to federal taxes. The Grantee will ensure adequate systems are in place to track, report and process mileage.

#### Article 6. Financial Management Systems

##### 6.1 The Grantee financial management system shall:

(a) Provide accurate, current, and complete accounts of financial activities under this grant;

(b) Adequately identify the source and application of funds for cost reimbursable activities;

(c) Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;

(d) Maintain separate financial records for the accounting of funds related to this grant agreement;

(e) Include systematic methods for timely and appropriate resolution of audit findings or recommendations;

(f) Retain source documentation which adequately identifies the nature and use of grant funds; and

(g) Allow for comparison of actual and budgeted amounts.

If, in the Department's judgment, the Grantee's financial management system does not meet the standards prescribed in the grant agreement, the Department may impose additional requirements as needed.

The Grantee will comply with all federal, state, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing w-2 forms to employees.

**Article 7. Withdrawal of Residual Funds**

- 7.1** The Department at any time may unilaterally withdraw from the total award of this grant agreement accumulated residual funds that remain unused and/or unobligated by the Grantee. Such action will be done through an amendment of the grant agreement.

**Article 8. Reports**

- 8.** The Grantee shall maintain and submit to the Department any and all reports necessary to fulfill the terms and conditions of this grant agreement.
- 8.2** If the Department's reporting requirements change, or, if in its discretion the Department determines additions or changes in reporting requirements are needed, the Department will provide the Grantee at least twenty calendar day written notice of the new reporting requirements.

**Article 9. Communication**

Written communication between the parties to this grant agreement shall be addressed to the address shown on the Signature Page of this grant agreement. When such communications are sent by registered or certified mail, notification shall be deemed complete when mailed; otherwise, when received.

**Article 10. Records Retention**

The Grantee shall keep original grant records, including all financial records and supporting documentation and all other records pertinent to the grant agreement.

Grant agreement records shall be maintained by the Grantee for a period of three (3) years following the date that the final financial report is executed, or until completion of an audit by or on behalf of the Governor or the Department, and/or resolution of audit findings, or pending litigation, whichever is longer.

**Article 11. Property**

- 11.1** All cost reimbursable purchases of real or non-expendable property necessary to the performance of this grant agreement and that equal or exceed \$5,000.00 in value, shall be approved in writing by the Department, prior to purchase. The Department can require that non-expendable personal property be obtained by lease rather than purchase.

The Grantee shall maintain property inventories of all cost reimbursable non-expendable property acquired under this grant agreement with an acquisition cost of \$5,000.00 or more.

- 11.3 The Grantee shall ensure that property acquired under this grant is used solely in the performance of the grant, or, if shared, that costs are also shared proportionately.
- 11.4 The Grantee shall maintain a control system that ensures adequate safeguards to prevent property damage, loss, and theft, and shall investigate and document damage, loss or theft of non-expendable property. The Grantee shall notify the Department of damage, theft, or loss of non-expendable property.
- 11.5 The Grantee shall implement adequate maintenance procedures to keep the property in good condition.

Upon expiration or termination of this grant agreement, the Grantee shall submit to the Department a complete inventory report of all cost reimbursable property with an acquisition cost of \$5,000.00 or more acquired under this grant.

Within sixty (60) days of receipt of the Inventory Report the Department shall issue disposition instructions to the Grantee in writing. Disposition instructions may include:

- (a) Retention of property by the Grantee;
- (b) Sale of property by the Grantee in accordance with procedures specified by the Department and disposition of any proceeds from the sale;
- (c) Transfer and/or transporting of property to another location;
- (d) Sale of property to the Department including specification of the reimbursement terms;
- (e) Specification of reimbursement terms for costs incurred in the sale or shipping and storage of the property.

## **Article 12     Monitoring**

The Grantee shall constantly monitor its performance to ensure that adequate progress is being made towards achieving the objectives of the grant agreement, and that grant management is in compliance with applicable statute, regulations, and the grant agreement.

Monitoring will be done by the Department at times it deems reasonable and proper. The Department will make every effort not to disturb or disrupt any program or activity beyond what is necessary to obtain relevant data and make a reasonable assessment of the Grantee's performance.

a) The monitoring may be done on a continuing basis during the grant period and may involve telephone contact, written communication, analysis of reports, and on-site visits and interviews.

b) The purpose of monitoring is to reinforce, improve, and augment the Grantees' capacity to administer the grant by identifying potential problem areas, and recommending corrective actions to prevent deficiencies.

c) The Grantee will be provided a written monitor report that outlines review findings, specifies recommendations for areas where corrective actions are required, and provides deadlines for corrective actions to be in place.

d) Upon confirmation that appropriate corrective action has been taken, the Department will send a letter to the Grantee stating that the monitor finding has been closed.

### Article 13. Audit Requirements and Resolution

13. An audit of Grantee operations may be required. The Grantee will conform to the audit requirements listed in Appendix B as applicable.

If the Grantee is not subject to federal audit requirements, the Department may require an audit, to be limited to the financial and compliance requirements of this grant agreement. This single purpose or end-of-project audit would be arranged and paid for by the Department. It would be performed by an independent public accountant or examiner. The Department shall notify the Grantee in writing of the intent to audit prior to the start of the audit.

The Grantee shall send to the Department three copies of any audit reports. If the Department conducts the audit, it shall send a copy of the audit report to the Grantee. If the audit report contains proprietary information, the Grantee may submit a letter from their auditor stating the grant was included in the audit and describing the type of audit opinion issued.

The Grantee and Department will use the following steps to resolve any findings or questioned costs found in an audit report:

a) The Grantee has thirty days from receiving the audit report to respond to findings or questioned costs. A written response shall be submitted to the Department, and it may include source documentation that supports the response.

b) Following receipt of the response, the Department will issue an Initial Findings and Determination that will inform the Grantee of which questions are resolved and which still need further explanation or documentation.

- c) The Grantee has thirty days to submit a written response to the Initial Findings and Determination.
- d) Following review of the Grantee's response, the Department will issue a Final Findings and Determination that resolves the audit or imposes sanctions for questioned costs not adequately satisfied.

The Department has the right to recover appropriate amounts of funds from the Grantee following the audit. The Grantee is responsible for notifying any third party or subrecipient to this grant that they also may be subject to the audit requirements listed above. The Department may withhold future funding to the Grantee if the Grantee fails to provide the required audit reports or to comply with audit requirements in a timely manner. If an audit report contains exceptions, the findings must be resolved to the satisfaction of the Department prior to any subsequent award of funds from the Department to the Grantee.

#### **Article 14. Nondiscrimination**

No individual shall be:

- excluded from participation in
- denied benefits of
- subjected to discrimination under
- denied employment in connection with

any grant program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

No individuals participating in activities funded under this grant shall be discriminated against because of their status as participants with regards to any terms and conditions affecting them or the rights provided to them.

The grantee shall state in all solicitations or advertisements for employees that it is an equal opportunity employer.

#### **Article 15. Davis-Bacon Act**

All laborers and mechanics employed by contractors or subcontractors in any construction projects, including alteration, repair, painting, or decorating, in which federal funds are received, shall be paid wages at least equal to those prevailing in the locality for similar construction.



**Article 16. Labor Standards**

Participants employed in activities under this grant shall be paid wages equal to at least the highest of (a) the federal minimum wage, (b) the state or local minimum wage, or (c) the prevailing wage paid by the employer for similar occupations.

Health and safety standards established in state and federal law for the working conditions of employees shall be equally applicable for participants. Participants employed or training for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Participants shall not be required or permitted to work, be trained, or receive services in environments that are unsanitary, hazardous, or dangerous to the participants health or safety.

- 16.3** No participant shall displace a currently employed worker, including partial displacement that results in a reduction of regular hours, wages, or benefits. No participant shall be employed in a job when an individual is on layoff from the same or equivalent job, or when the employer has reduced the workforce with the intention of filling the vacancy by hiring a participant whose wages are subsidized under this grant.

**Article 17. Participant Grievance Procedure**

The Grantee understands that it may terminate a person's participation at any time for cause. The Grantee agrees to notify by written notice each participant against whom any adverse action is taken. The notice will set forth the basis for the action, and will inform the person of the opportunity to respond in accordance with the Department's grievance procedures.

Notices of adverse actions are maintained in participant files.

**Article 18. Indemnity**

The Grantee shall indemnify, save harmless, and defend the State, its officers, agents, and employees from all liability resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Grantee, subgrantee, or anyone directly or indirectly employed by them in the performance of this grant.

- 18.2** All actions and claims resulting from injuries or damages caused by the joint negligence of the State and the Grantee shall be apportioned on a comparative fault basis. Negligence of the State must be a direct result of active involvement by the State.

**Article 19. Disputes**

Any dispute between the Grantee and the Department concerning a question of fact, a possible violation of governing law, regulation, or the terms of the grant that is not resolved by mutual agreement shall be decided without bias by the Director. The Director shall issue a decision in writing and furnish a copy to the Grantee.

- 19.2** The Director's decision is final unless the Grantee files a written appeal within 15 days of the Grantee's receipt of the written decision. An appeal is sent to the Commissioner and must identify the part or parts of the decision at issue and the rationale for the appeal.

Appeals to the Commissioner by the Grantee shall utilize grievance procedures established by the Department in accord with governing law and regulation for the grant.

- 19.4** Issues remaining in dispute following the grievance procedure established by the Department may be appealed under the Alaska Rules of Appellate Procedures or as otherwise provided by law.

While waiting for a decision on an appeal, the Grantee shall proceed diligently with the performance of the grant in accordance with the Director's decision, provided grant funds have not been withheld, suspended, or terminated.

**Article 20. Suspension or Termination**

If the Grantee violates or fails to comply with the terms and conditions of the grant agreement, the Department will give notice to the Grantee to remedy the noncompliance within a specified time.

If the Grantee is unable to substantiate full compliance, the Department may suspend or terminate the grant in whole or in part, and pursue other remedies that are legally available. The Department will notify the Grantee 15 days prior to a suspension or termination.

No obligations incurred by the Grantee or subrecipients during the period of suspension will be allowed, except:

- (a) for reasonable, proper, and allowable costs that the Grantee could not avoid during the period of suspension, and,
- (b) if, after investigation, the Grantee is able to substantiate prior compliance.

A suspension shall remain in force until the Grantee has taken corrective action to the satisfaction of the Department and is able to substantiate full compliance.

Either the Grantee or the State may terminate the grant agreement in whole or in part with the consent of the other. In this case, the parties shall come to mutual agreement concerning the conditions of the termination, the effective date, and, in the case of partial termination, the portion being terminated.

The Department, with written notice, may terminate the grant agreement in whole or in part when it is in the best interest of the State. The State is liable for payment only for services rendered before the effective termination date.

#### **Article 21. Duties Upon End of the Grant**

In this appendix, "the end of the grant" means the date on which the grant was terminated or the date of the end of the period of performance on the grant agreement's signature page.

The following procedures shall be followed upon the end of the grant:

- (a) The Grantee shall submit within 80 days after the end of the grant all financial, performance, and other reports required;
- (b) The Department shall arrange for prompt payment to the Grantee of allowable costs not yet reimbursed, if properly billed for per Attachment B;
- (c) The Grantee shall immediately refund to the Department any unencumbered balance of funds paid to the Grantee.

If an Audit of the Grantee has not been fully resolved or completed, the Department retains the right to recover any disallowed costs in the audit's final recommendations.

- 21.4 The Grantee agrees to cooperate fully with the Department to close out the grant within 80 days from the end of the grant.

#### **Article 22. Jurisdiction**

Any civil action brought by either party relating to this agreement shall be started and maintained in the Superior Court in the Judicial District of Alaska.

**Article 23. Hold Harmless**

- 23.1** The Grantee, its employees, agents, representatives, assigns, and successors in interest shall hold and save the Department of Labor and Workforce Development and its agents, employees, and successors in interest harmless from liability of any kind, including costs and expenses from any and all suits or damages resulting from injuries or damages of any nature sustained by any person(s) or property by virtue of the Grantee's performance of this grant.

**Article 24. Officials Not to Benefit**

The Grantee must comply with all applicable federal and State laws regulating ethical conduct of public officers or employees.

**Article 25. Covenant Against Contingent Fees**

The Grantee warrants that nobody has been paid a commission, percentage, contingent fee, or brokerage to solicit or secure this grant agreement, except employees or agencies maintained by the Grantee for the purpose of securing business. If this occurs, the State may terminate this grant agreement without liability or, in its discretion, deduct from the grant agreement the full amount of the commission, percentage, brokerage, or contingent fee.

**Article 26. Non-waiver of Rights**

The Department's acceptance or allowance of any substandard performance does not constitute a waiver of any rights of the Department under this grant.

**Article 27. Insurance**

The Grantee shall purchase at its own expense and maintain in force during the grant the types of insurance specified in this article. Coverages specified in this section are minimums, and do not limit the amount of coverage for the state when the Grantee's coverage exceeds these minimums.

Certificates of insurance that prove coverage must be furnished to the Department prior to beginning performance, and they must show a thirty day prior notice of cancellation, non-renewal, or material change. Failure to provide satisfactory evidence of insurance, or lapse of the policy, is a sufficient ground for termination of the grant.

The Grantee shall provide and maintain Worker's Compensation Insurance for all its employees engaged in grant work. The Grantee is responsible for Worker's Compensation coverage for any sub-grantee that provides grant services.

The Grantee must have comprehensive general liability insurance with coverage limits of at least \$300,000 combined single limit per occurrence. It shall include coverage for premises/operations, independent contractors, products/completed operations, broad form property damage, blanket contractual, and personal injury.

The Grantee must have comprehensive automobile liability insurance for its vehicles with coverage limits of at least \$100,000 per person, \$300,000 per occurrence bodily injury, and \$50,000 property damage.

The Grantee must ensure that its subrecipients obtain and maintain similar levels of insurance as it is directed to obtain in this section.

## **Article 28. Violation or Breach of Grant Procedures**

- 28.1** If the Department determines that the Grantee has violated or breached the grant agreement and that corrective action is required, the procedure summarized in this article will be followed. Such breach or violation can include, but is not limited to, lack of acceptable performance, fraud, abuse, or other criminal activity.

The Department will notify the Grantee in writing of the perceived violation or breach of the grant agreement. The Department also may notify appropriate federal agencies.

The Grantee must respond to the Department's concerns by providing a written plan of corrective action. This plan must include an implementation schedule and completion date for achieving compliance. The response is due at the Department within ten working days from the Grantee's receipt of the Department's notification. The Grantee also may request an extension of up to twenty additional days to respond; such request must be made within the original ten-day deadline period, and it is up to the Department to decide if the request will be granted.

The acceptance or rejection of the Grantee's corrective action plan as sufficient is solely up to the Department. The Department will notify the Grantee in writing of its determination regarding the plan.

If the Grantee does not respond timely, or provides an unacceptable plan, or fails to satisfactorily implement its accepted plan, the Department may reduce or terminate the grant. The Department will provide the Grantee with twenty working days notice of such action. The Department shall be liable for payments only for appropriate grant services that are rendered prior to the effective date given in the Department's notice to the Grantee.

The Department may suspend the grant agreement in whole or in part, and/or withhold payments, and/or prohibit the Grantee from incurring additional obligations during any investigation of the alleged breach of the grant agreement, and while pending corrective action.

**Article 29. Religious or Political Activities**

The Grantee agrees that no participant under this grant shall be engaged by the Grantee or any subrecipients in any religious or political activities.

**Article 30. Severability**

If a court with jurisdiction declares any provision(s) of this grant agreement invalid, it does not invalidate the remaining provisions.

**Article 31. Nepotism**

No relative by blood, adoption, or marriage of any officer, director, partner, or employee of the Grantee shall receive favorable treatment in getting grant-related services or employment.

A relative in 31.1 above includes: 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.

**Article 32. Assignments**

Any assignment by the Grantee of its interest in any part of this grant agreement, or any delegation of its duties, is void, unless it has been approved in writing by the Department, or is expressly allowed elsewhere in the grant agreement.

If the Grantee attempts to assign any part of its interest, or delegate its duties under this grant agreement, the Department can immediately terminate the grant agreement and it has no liability for any work performed.

**Article 33. Permits, Laws, and Taxes**

- 33.1 The Grantee shall obtain and keep current all permits, licenses, and other requirements it needs to operate lawfully under this grant agreement. The Grantee shall pay all taxes due while under this grant agreement.



**Article 34. Integration**

This grant agreement and its appendices, attachments, and amendments are the entire grant agreement. No promises, terms, conditions, or obligations other than the ones contained in the grant agreement are valid. This grant agreement supercedes all previous communications, representations, or agreements, oral or written, between the parties to this grant agreement.

**Article 35. Availability of Funds**

35.1 This grant is subject to the lawful availability of funds for its performance.

**Article 36. Amendments**

Any change to the terms and conditions of this grant agreement requires a written amendment. Amendments do not take effect until signed by authorized representatives of both of the parties to the agreement.

Authorized representatives are those who signed on the signature page, or their authorized designees.

Any attempt to amend, modify, or change this grant agreement without a written and signed grant amendment is void.

**Article 37. Conflict of Interest**

37.1 The Grantee shall assure the prohibition of conflict of interest in the selection and award of this grant agreement to the Grantee, and in any purchasing or subgranting it undertakes under this grant agreement.

The Grantee shall maintain safeguards to prohibit the use of official position for private gain, or the appearance thereof, under this grant agreement.

The Grantee understands that no person will be hired as staff of the Grantee, subgrantee, or employing agency receiving grant funds, if the staff member is a family member of the subgrantee or employing agency.

**Article 38. Drug Free Workplace**

38.1 A Grantee receiving direct federal funds shall ensure compliance with the Drug Free Workplace Act and have in place policies and procedures to do so.

**Article 39. Code of Conduct**

- 39.1 The Grantee is an independent Grantee that agrees to conduct itself in an ethical manner.

**Article 40. Bonding Requirements**

- 40.1 The Grantee shall ensure that every officer, director, or employee authorized to receive and deposit grant funds into program accounts, or to issue checks or other payments for program costs, shall be bonded to provide protection against loss, for the term of the grant agreement.
- 40.2 Bonding must meet the following conditions:
- a. Fidelity bonding must be secured.
  - b. For cost reimbursable grant agreements, the Department shall be the beneficiary.
  - c. For performance based grant agreements, the beneficiary shall be the Grantee.
  - d. Coverage must be for \$100,000 or the highest planned reimbursement amount for the program year, whichever is lowest.

Subgrant fidelity bonding shall name the Grantee as the beneficiary and provide the coverage noted above.

**Article 41. Non-Duplication**

Grant funds shall be used only for activities that are additional to those which otherwise would occur in the absence of the funds.

The Grantee shall not bill the Department for any costs or charges if the Grantee is being paid by another funding source for those same costs or charges.

- 41.3 The Department will not pay for any services provided to a participant which are duplicative of similar services being received by the participant and funded by another program.

**Article 42. Pell Grants and Student Financial Aid**

The Grantee shall require a participant to apply for a Pell Grant if s/he may be eligible for them, to offset the costs of training, if the participant is attending training at an institution or organization that is eligible to receive Pell grants.

The grantee is responsible for ensuring that Student Financial Aid funds are accessed if available to eligible participants, that inequitable treatment of a grant funded participant in awarding financial aid does not occur, and that overlapping of grant and other financial aid funds, or double billing, does not occur.

These requirements shall be included in subgrants or contracts.

#### **Article 43. Program Income**

The Grantee will follow the program income standards stated in this article.

If program income is generated, it must be reported to the Department on a quarterly basis.

Program income is defined as revenues received in excess of costs through performance of the grant agreement.

Any public agency or private non-profit organization that generates program income under this grant agreement must remit the income to the Department before the end of the fiscal year, or the program income must be used to offset the cost of other activities under this grant agreement.

#### **Article 44. Materials Developed with Grant Funds**

- 44.1 Outreach materials and activities developed with grant funds must contain an acknowledgement of the Department as the grantor.

#### **Article 45. Definitions**

In this grant agreement:

- a. "Commissioner" means the Commissioner of the Department of Labor and Workforce Development.
- b. "Department" means the Alaska Workforce Investment Office within the Employment Security Division of the Department of Labor and Workforce Development.
- c. "Director" means the Director of the Employment Security Division of the Department of Labor and Workforce Development.
- d. "Division" means the Employment Security Division of the Department of Labor and Workforce Development.
- e. "Grant" and "Grant Agreement" means the grant agreement signature page and all attachments and all appendices.

- f. "Grantee" means the entity on the signature page awarded funds for the performance of services specified in the Scope of Services of the grant agreement.
- g. "Participant" means an individual determined eligible and receiving services under the grant.
- h. "Subgrantee" means an entity to whom the Grantee awards grant funds to perform a portion of the services under the grant.

## Appendix B

Page 1 of 1

### Workforce Investment Act Special Provisions

The grantee and any subrecipient will be subject to the following provisions, as appropriate to the type of agency. Copies of these provisions are available for review at the Department's office. Any omission of an applicable provision does not preclude its applicability.

- *Workforce Investment Act of 1998*, Public Law 105-220, August 7, 1998
- Department of Labor, Employment and Training Administration, *Workforce Investment Act, Interim Final Rule*, 20 CFR Part 652, et al., Federal Register, April 15, 1999

Department of Labor, Office of the Secretary, *Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998*, Final Rule, 29 CFR Part 37, Federal Register, November 12, 1999

Office of Management and Budget Circular A-21, *Cost Principles for Educational Institutions* (10/27/98)

- Office of Management and Budget Circular A-87, *Cost Principles for State and Local Governments* (5/4/95, amended 8/29/97)

Office of Management and Budget Circular A-122, *Cost Principles for Non-Profit Organizations* (5/19/98)

Office of Management and Budget Circular A-102, *Grants and Cooperative Agreements with State and Local Governments* (10/7/94, amended 8/29/97)

Office of Management and Budget Circular A-110, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations* (11/19/93, amended 9/30/99)

- Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* (6/24/97)

Municipality of Anchorage  
MUNICIPAL CLERK'S OFFICE  
Agenda Document Control Sheet

# RUSH

SUBJECT OF AGENDA DOCUMENT		DATE PREPARED	
Appropriation of PY 01 WIA Title 1B Adult Program		12/3/2001	
DEPARTMENT NAME PLANNING		DIRECTOR'S NAME Susan R. Fison	
THE PERSON THE DOCUMENT WAS ACTUALLY PREPARED BY Becky C. de Guzman		HIS/HER PHONE NUMBER 343-6572	
4	COORDINATED WITH AND REVIEWED BY	INITIALS	DATE
6	Mayor		
	Heritage Land Bank		
	Merrill Field Airport		
	Municipal Light & Power		
	Port of Anchorage		
	Solid Waste Services		
	Water & Wastewater Utility		
5	Municipal Manager		
	Cultural & Recreational Services		
4	Finance, Chief Fiscal Officer		
	Fire		
	Health & Human Services		
3	Office of Management & Budget		
	Management Information Systems		
	Police		
	Police		
2	Planning, Development & Public Works		
	Development Services		
	Facility Management		
1	Planning		
	Project Management & Engineering		
	Street Maintenance		
	Traffic		
	Public Transportation Department		
	Purchasing		
	Municipal Attorney		
	Municipal Clerk		
	Other		
5	Special Instructions/Comments:	9. F. <i>Extra duties</i> 12-10-01	
6	Assembly Hearing Requested	Public Hearing Date Requested JAN 15 2002	