

Mayor Edna B. DeVries
 Deputy Mayor Linda Combs
 Council Member Julie Berberich
 Council Member Richard W. Best
 Council Member Steve Carrington
 Council Member Sabrena Combs
 Council Member Jill Valerius

City Attorney Michael Gatti
 City Clerk Norma I. Alley, MMC
 City Manager John Moosey

City of Palmer, Alaska
City Council Meeting
July 14, 2020, at 7:00 PM
 City Council Chambers
 231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

- 1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 20-007**: Suspending Ordinance No. 18-004 Pertaining to Palmer Municipal Code Chapter 8.09 Regarding the Distribution of Single-Use Disposable Plastic Shopping Bags During the State of Emergency Order Regarding the COVID-19 Pandemic Page 3
 - b. **Action Memorandum No. 20-051**: Authorizing the City Manager to Negotiate and Enter into a Contract with Bering Marine Corporation for the Purchase and Delivery of 175 Tons of Road Salt in the Amount of \$29,452.50 Page 11
- 2. Approval of Minutes
 - a. June 9, 2020, Regular Meeting Page 31

E. REPORTS

- 1. City Manager’s Report
- 2. City Clerk’s Report
- 3. Mayor’s Report Page 37
 - a. Palmer Pride Awards Nominations
 - b. AML Position Statements
- 4. City Attorney’s Report

F. AUDIENCE PARTICIPATION

G. UNFINISHED BUSINESS

- 1. **Information Memorandum No. 20-006**: Committee of the Whole for General Discussion Regarding Code of Ethics for City Council (Note: action may be taken following the Committee of the Whole) Page 43
- 2. **Information Memorandum No. 20-007**: Committee of the Whole for General Discussion Regarding CARES Act Funding (Note: action may be taken following the Committee of the Whole) Page 61

H. PUBLIC HEARING

- 1. **Resolution No. 20-017:** Authorizing the Appropriation of Expenditures for the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) FundsPage 95
- 2. **Resolution No. 20-018:** Accepting and Appropriating the U.S. Department of Justice 2020 Cops Hiring Program Grant in the Amount of \$125,000.00 to Fund a New Patrol Officer Position for the Palmer Police Department for a Three-Year Period from July 1, 2020, through June 30, 2023Page 105

I. NEW BUSINESS

- 1. **Action Memorandum No. 20-052:** Authorizing the City Manager to Negotiate and Purchase Insurance Coverage for the Period of July 1, 2020, Through June 30, 2021, per the Premium Quote Submitted by the City’s Insurance Broker, RISQ Consulting Page 133

J. RECORD OF ITEMS PLACED ON THE TABLE

K. AUDIENCE PARTICIPATION

L. COUNCIL COMMENTS

M. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jul 28	Regular	7 pm	
Aug 11	Regular	7 pm	AML Summer Conf. 11-13 Last Day to Adopt Ballot Measures
Aug 25	Regular	7 pm	
Sep 8	Regular	7 pm	
Sep 22	Regular	7 pm	
Oct 12	Special	6pm	Election Certification
Oct 13	Regular	7 pm	
Oct 27	Regular	7 pm	

**City of Palmer
Ordinance No. 20-007**

Subject: Suspending Ordinance No. 18-004 Pertaining to Palmer Municipal Code Chapter 8.09 Regarding the Distribution of Single-Use Disposable Plastic Shopping Bags During the State of Emergency Order Regarding the COVID-19 Pandemic

Agenda of: July 14, 2020

Council Action: **Adopted** **Amended:** _____
 Defeated

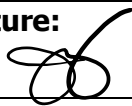


Originator Information:

Originator: Mayor DeVries via City Manager Moosey

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **0.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-007
- Ordinance No. 18-004

Summary Statement/Background:

Because of COVID-19, the paper industry is unable to meet the demand for retailers located within the city of Palmer for paper bags. This ban would be in effect until the state of Alaska emergency order has been lifted, thus allowing our larger retail establishments to meet the needs of our citizens and their customers.

Their company policy is still to be rid of plastic bags all together but because of the paper industry inability to meet the needs for paper products, they have requested this action. Hopefully this time will allow the paper industry to catch up.

LEGISLATIVE HISTORY

Introduced by: Mayor DeVries

Date: July 14, 2020

Public Hearing:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Ordinance No. 20-007

An Ordinance of the Palmer City Council Suspending Ordinance No. 18-004 Pertaining to Palmer Municipal Code Chapter 8.09 Regarding the Distribution of Single-Use Disposable Plastic Shopping Bags During the State of Emergency Order Regarding the COVID-19 Pandemic

WHEREAS, the Palmer City Council enacted a prohibition on the distribution of single-use disposable plastic bags in 2018 through Ordinance No. 18-004; and

WHEREAS, the principals for the plastic bag ban are still valid and necessary for the livability and sustainability for the city of Palmer; and

WHEREAS, there is a current international pandemic and subsequently the state of Alaska Governor has issued state of emergency orders regarding the COVID-19 pandemic; and

WHEREAS, the commercial industry is facing challenges to effectively meet the requirements of Ordinance No. 18-004 due to scarcity of product availability and the virus threat of use of personal shopping gear.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Chapter 8.09 is hereby temporarily suspended for sixty calendar days following the lifting of the state of Alaska emergency orders regarding the COVID-19 pandemic.

Section 4. Palmer Municipal Code Chapter 8.09 shall be reimplemented and in full force and effect sixty calendar days following the lifting of the state of Alaska emergency orders regarding the COVID-19 pandemic.

Section 5. Effective Date. Ordinance No. 20-007 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this _____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

LEGISLATIVE HISTORY

Committee of the Whole: February 27, 2018
Introduced by: Council Members LaFrance and Combs
Date: May 1, 2018
Public Hearing: May 22, 2018
Action: Adopted
Vote: 4 Yes/1 No/1 Absent/
1 Vacant

Yes:	No:
Combs	Carrington
DeVries	
Fuller	Absent:
LaFrance	Best

CITY OF PALMER, ALASKA

Ordinance No. 18-004

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags and Amending the City of Palmer Fine Schedule

WHEREAS, the use of single-use carry-out disposable plastic shopping bags in the city of palmer ("city") creates a burden on the environment, endangers wildlife, and has been shown to be harmful to bodies of water and problematic for solid waste management; and

WHEREAS, to decrease the number of littered disposable plastic shopping bags in the city, it is necessary to restrict general use; and

WHEREAS, it is in the best interest of the health, safety, and welfare of all residents to restrict the use of single-use disposable plastic shopping bags; and

WHEREAS, plastic carryout bags do not biodegrade, create problematic environmental issues, and frequently escape from trash containers and landfills creating a burden on residents and the City for clean-up.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code is hereby amended to read as follows (new language is underlined and deleted language is ~~stricken~~):

Chapter 8.09.010 Definitions

Any word, term, or phrase not defined in this section shall have its ordinary and common meaning. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

"Affected establishment" means any retail or commercial business facility located inside the city of Palmer that sells goods or prepared food directly to consumers including but not limited to grocery stores, pharmacies, retail stores, and restaurants.

"Single-use plastic disposable shopping bag" means a bag made from plastic or any material not marked or labeled as "biodegradable" or "compostable" that is neither intended nor suitable for continuous reuse and that is less than 4 mils thick, designed to carry customer purchases from the seller's premises.

Chapter 8.09.020 Purpose

The purpose of this chapter is to reduce the generation of waste from single-use plastic disposable shopping bags.

Chapter 8.09.030 Single-use plastic disposable shopping bag prohibited

A. No affected retail establishment may provide to any customer a single-use plastic disposable shopping bag for the purpose of carrying away goods from the point of sale.

B. No person may distribute single-use plastic disposable shopping bags at any city facility or any event held on city property.

Chapter 8.09.040 Exceptions

Exceptions to the prohibition are bags used by customers inside stores:

A. To package bulk items such as fruit, vegetables, nuts, grains, candy or small hardware items such as nails and bolts; and

B. Bags used to contain dampness or leaks from items such as frozen foods, meat, or fish, flowers or potted plants; and

C. Bags used to protect prepared foods or bakery goods; and

D. Bags provided by pharmacists to contain prescription drugs; and

E. newspaper, laundry or dry-cleaning bags; and

F. Bags sold for consumer use, off the seller's premises, for such purposes as the collection and disposal of garbage, pet waste, or yard waste.

Chapter 8.09.050 Fines

A Violation of this chapter is an offense punishable by the fine established in the current, adopted budget.

Section 4. Amendment of city of Palmer Fine Schedule is hereby amended to add a fine schedule for the distribution of single-use plastic disposable shopping bags, as follows:

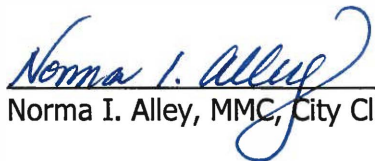
Palmer Municipal Code (PMC) Title 8 Health & Safety			
Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags			
Section Title:	Section Citation:	Fine:	Fine Citation:
Single-use plastic disposable shopping bag prohibited	8.09.030	First Offence: Warning Second Offence: \$100.00 Third Offence: \$300.00	8.09.050

Section 5. Effective Date. Ordinance No. 18-004 shall take effect January 1, 2019.

Passed and approved this 22nd day of May, 2018.



 Edna B. DeVries, Mayor



 Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 20-051**

Subject: Authorizing the City Manager to Negotiate and Enter into a Contract with Bering Marine Corporation for the Purchase and Delivery of 175 Tons of Road Salt in the Amount of \$29,452.50

Agenda of: October 6, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Greg Wickham, Superintendent of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance	<u><i>[Signature]</i></u>	06/23/2020
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works	<u><i>[Signature]</i></u>	06/23/2020

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>[Signature]</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **29,452.50**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 29,452.50
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-17-40-6066
- Not budgeted

Director of Finance Signature: *[Signature]*

Attachment(s):

- State of Alaska Bid #2518H029

Summary Statement/Background:

This Action Memorandum authorizes the City's annual purchase of salt that is mixed with sand for winter street maintenance and ice control.

This purchase will utilize the governmental procurement provision of PMC 3.21.230. This allows the City, without the use of the competitive bidding procedure, to use another governmental bid process through bid extension.

In this case, the State of Alaska solicited bids for the supply of Type 1 sodium chloride in bulk. Bering Marine Corporation was awarded the contract. Under that contract, the City will purchase 175 tons of road salt at a per ton cost of \$168.30 (the same pricing as 2019) delivered to Palmer, for a total cost of \$29,452.50.

Administration's Recommendation:

Approve Action Memorandum No. 20-051.

CONTRACT AWARD	STATE OF ALASKA Department of Transportation & Public Facilities Statewide Contracting & Procurement (3132 Channel Drive, Suite 350) P.O. Box 112500 Juneau, Alaska 99811-2500	CONTRACT AWARD NUMBER 2518H029
---------------------------	--	---

ORDERING DEPARTMENT: Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500	COMMODITY CODE 19246	DATE OF CONTRACT February 2, 2018
	NUMBER & PERIOD OF RENEWAL OPTIONS Four (4) One-Year	PR NO. / DATE ASSIGNED N/A
	DATE INITIAL CONTRACT BEGINS February 2, 2018	DATE INITIAL CONTRACT ENDS February 28, 2019

CONTRACTOR: Bering Marine Corporation ADDRESS: 6400 South Airpark Place Anchorage, Alaska 99502 CONTACT NAME: Rick Gray TELEPHONE NUMBER: 907-249-0204 fax: 907-245-1744 EMAIL: rickg@lynden.com	GS VENDOR CODE:
	ISSUED IN ACCORDANCE WITH BID #: 2518H029 DATED: December 18, 2017
	PRICE ADJ. REQ. PRIOR TO EACH: December 15 - no later than January 15
	CPI/PPI BASE INDEX POINTS & MO/YR:
	REVIEW DATE: Dec. 1 RENEWALS EXPIRE (MO/YR): Feb. 2023
ESTIMATED VALUE OF INITIAL TERM: \$3,500,000.00 REBID: 12/2023	

SEND INVOICE IN DUPLICATE TO: Ordering Department OR As Specified in Description

NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.

DESCRIPTION

Contract for the as-needed purchase of Sodium Chloride, Type 1 in bulk form for delivery to various locations within Alaska for the Department of Transportation & Public Facilities. All terms and conditions of ITB #2518H029 apply.

CONTRACT TERMS: February 2, 2018 through February 28, 2019 with four (4) one-year renewal options.

ORDERS: Individual Purchase Orders will be issued by the Regional Procurement Offices on an as-needed basis with no guaranteed maximum quantities. **Minimum orders will be 30 tons.**

PRICES: **Prior to September 30, 2018**, the price per ton for most locations noted in the Price List is **\$154.50**, excluding the following locations which are: **Cordova \$214.50 / Juneau \$170 / Sitka \$260.24**

At any time during the contract period, new F.O.B. Points may be added. The price per ton for a new destination shall be the same as the nearest priced delivery destination with the State reimbursing the additional freight costs.

Orders placed **after September 30, 2018** shall be at the following rate (plus freight to final destination):

CDPP	Price	Deliver
Anchorage	\$271.63/ton	30 days ARO
Fairbanks	\$338.25/ton	30 days ARO
Valdez	\$328/ton	30 days ARO
Seattle	\$150/ton	30 days ARO

INVOICES: Send invoices to the address on the ordering agency's Purchase Order. **Additional shipping costs for new delivery destinations shall be invoiced as a separate line item with the actual receipts attached.**

CONTRACTING AUTHORITY NAME Becky Gattung	TITLE Procurement Specialist IV	SIGNATURE 
--	---	--

TELEPHONE NUMBER: (907) 465-8949	PAGE 1 OF 1
---	-------------

IMPORTANT:
1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
2. The State is registered for tax free transactions under Chapter 32, IRS Code, Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

DISTRIBUTION:	ORIGINAL TO CONTRACTOR ONE COPY TO JUNEAU GENERAL SERVICES ONE COPY TO RECEIVING DEPARTMENT SUPPLY SECTION
---------------	--

Lot No. 1: Sodium Chloride; Type 1 (Bulk)

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver Not Before</u>	<u>Deliver No Later Than</u>
<u>Lot 1(A): Central Region</u>						
Anchorage	Anchorage M&O	1000	\$154.50	\$154,500.00	July 2, 2018	August 15, 2018
Anchorage Int'l Airport	AIA	150	\$154.50	\$23,175.00	July 2, 2018	October 1, 2018
Cascade	Cascade	600	\$154.50	\$92,700.00	July 2, 2018	August 31, 2018
Chulitna	Chulitna	900	\$154.50	\$139,050.00	July 2, 2018	August 31, 2018
Homer Shop / MP 169	Homer Hwys	1235	\$154.50	\$190,807.50	July 2, 2018	September 15, 2018
Homer Pit #3 / MP #160	Homer Hwys	127	\$154.50	\$19,621.50	July 2, 2018	September 15, 2018
King River	King River	700	\$154.50	\$108,150.00	July 2, 2018	August 31, 2018
Ninilchik	Ninilchik	565	\$154.50	\$87,292.50	July 2, 2018	September 15, 2018
North Kenai	North Kenai	396	\$154.50	\$61,182.00	July 2, 2018	September 15, 2018
Palmer	Palmer	2338	\$154.50	\$361,221.00	July 2, 2018	August 31, 2018
Quartz Creek	Quartz Creek	633	\$154.50	\$97,798.50	July 2, 2018	August 31, 2018
Seward	Seward	94	\$154.50	\$14,523.00	July 2, 2018	September 15, 2018
Seward Crown Point	Seward Crown Pt.	780	\$154.50	\$120,510.00	July 2, 2018	September 15, 2018
Silvertip	Silvertip	750	\$154.50	\$115,875.00	July 2, 2018	August 15, 2018
Soldotna	Soldotna	1285	\$154.50	\$198,532.50	July 2, 2018	September 15, 2018
Soldotna Sterling Remote / MP 77	Sterling Remote	102	\$154.50	\$15,759.00	July 2, 2018	September 15, 2018
Talkeetna	Talkeetna	130	\$154.50	\$20,085.00	July 2, 2018	August 31, 2018
Wasilla	Wasilla	600	\$154.50	\$92,700.00	July 2, 2018	August 31, 2018
Willow	Willow	1200	\$154.50	\$185,400.00	July 2, 2018	August 31, 2018

Lot 1(A) Totals: Total Tonnage: 13585

Total Extended Price Lot 1(A): \$2,098,882.50

Lot 1(B): Southcoast Region:

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver Not Before</u>	<u>Deliver No Later Than</u>
Juneau	Juneau	700	\$170.00	\$119,000.00	July 2, 2018	September 17, 2018
Sitka	Sitka	25	\$260.24	\$6,506.00	July 2, 2018	October 31, 2018

Lot 1(B) Totals: Total Tonnage: 725

Total Extended Price Lot 1(B): \$125,506.00

Lot No. 1: Sodium Chloride; Type 1 (Bulk) (cont.)

Lot 1(C): Northern Region:

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver Not Before</u>	<u>Deliver No Later Than</u>
Cantwell	Cantwell	300	<u>\$154.50</u>	<u>\$46,350.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Cordova	Cordova	100	<u>\$214.50</u>	<u>\$21,450.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Delta	Delta	100	<u>\$154.50</u>	<u>\$15,450.00</u>	<u>July 2, 2018</u>	<u>August 29, 2018</u>
Ernestine	Ernestine	70	<u>\$154.50</u>	<u>\$10,815.00</u>	<u>July 2, 2018</u>	<u>September 7, 2018</u>
Fairbanks	Fairbanks	1200	<u>\$154.50</u>	<u>\$185,400.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Healy	Healy	200	<u>\$154.50</u>	<u>\$30,900.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Nelchina	Nelchina	60	<u>\$154.50</u>	<u>\$9,270.00</u>	<u>July 2, 2018</u>	<u>September 7, 2018</u>
Nenana	Nenana	50	<u>\$154.50</u>	<u>\$7,725.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Northway	Northway	50	<u>\$154.50</u>	<u>\$7,725.00</u>	<u>July 2, 2018</u>	<u>August 29, 2018</u>
MP 184 Richardson	Paxson	60	<u>\$154.50</u>	<u>\$9,270.00</u>	<u>July 2, 2018</u>	<u>September 7, 2018</u>
Slana	Slana	60	<u>\$154.50</u>	<u>\$9,270.00</u>	<u>July 2, 2018</u>	<u>September 7, 2018</u>
Tazlina	Tazlina	80	<u>\$154.50</u>	<u>\$12,360.00</u>	<u>July 2, 2018</u>	<u>September 7, 2018</u>
Thompson Pass	Thompson Pass	100	<u>\$154.50</u>	<u>\$15,450.00</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>
Tok	Tok	100	<u>\$154.50</u>	<u>\$15,450.00</u>	<u>July 2, 2018</u>	<u>August 29, 2018</u>
Trims	Trims	120	<u>\$154.50</u>	<u>\$18,540.00</u>	<u>July 2, 2018</u>	<u>August 29, 2018</u>
Valdez	Valdez	275	<u>\$154.50</u>	<u>\$42,487.50</u>	<u>July 2, 2018</u>	<u>September 20, 2018</u>

Lot 1(C) Totals:

Total Tonnage: 2925

Total Extended Price Lot 1(C): \$457,912.50

Lot No. 1: Sodium Chloride; Type 1 (Bulk) (cont.)

Lot 1(D): Northern Region - Future Years Estimated Quantities:

<u>F.O.B. Point</u>	<u>Mark For</u>	<u>Estimated Quantity (Tons)</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>
Birch Lake	Birch Lake	100	<u>\$154.50</u>	<u>\$15,450.00</u>
Chitina	Chitina	100	<u>\$154.50</u>	<u>\$15,450.00</u>

Lot 1(D) Totals:

Total Tonnage: 200

Total Extended Price Lot 1(D): \$30,900.00

Lot 1(E) As-Needed Quantities:

	<u>*CDPP</u>	<u>Minimum Order</u>	<u>Price/Tn</u>	<u>Total Extended Price</u>	<u>Deliver:</u>
Anchorage:		30 tons	<u>\$271.63</u>	<u>\$8,148.90</u>	<u>30 days ARO</u>
Fairbanks:		30 tons	<u>\$338.25</u>	<u>\$10,147.50</u>	<u>30 days ARO</u>
Valdez:		30 tons	<u>\$328.00</u>	<u>\$9,840.00</u>	<u>30 days ARO</u>
Seattle:		30 tons	<u>\$150.00</u>	<u>\$4,500.00</u>	<u>30 days ARO</u>
Total Extended Price Lot 1(E):				<u>\$32,636.40</u>	

* CDPP = the Contract Designated Pricing Point as defined on page 9 of the ITB

Delivery of "as-needed quantity" orders is required no later than thirty (30) days after receipt of order. By signature on page one of the ITB, the bidder . guarantees delivery of these auxiliary orders within 30 days after receipt of order.

GRAND TOTAL EXTENDED PRICE- LOT NO. 1 (A+B+C+D+E):

\$2,745,837.40

Manufacturer/Supplier: Mitsubishi Canada LTD.

Product/Brand Name: ESSA Deicing Salt

INVITATION TO BID

ITB NO. 2518H029

RETURN THIS BID TO THE ISSUING OFFICE AT:



Department of Transportation & Public Facilities
 Statewide Contracting & Procurement
 P.O. Box 112500
 (3132 Channel Drive, Suite 350)
 Juneau, Alaska 99811-2500

THIS IS NOT AN ORDER

DATE ITB ISSUED: December 18, 2017

ITB TITLE: Highway De-icer – Sodium Chloride in Bulk

SEALED BIDS MUST BE SUBMITTED TO THE STATEWIDE CONTRACTING AND PROCUREMENT SECTION. BIDS MUST BE TIME AND DATE STAMPED BY THE PURCHASING SECTION PRIOR TO 2:00 PM ON JANUARY 12, 2018, AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

DELIVERY LOCATION: See “Bid Schedule” and “Attachment A”.

DELIVERY DATE: See “Bid Schedule”.



F.O.B. POINT: FINAL DESTINATION

IMPORTANT NOTICE: If you received this solicitation from the State’s “Online Public Notice” web site, you must register with the Procurement Officer listed on this document to receive notification of subsequent amendments. Failure to contact the Procurement Officer may result in the rejection of your offer.

BIDDER’S NOTICE: By signature on this form, the Bidder certifies that:

- (1) the Bidder has a valid Alaska business license, or will obtain one prior to award of any contract resulting from this ITB. If the Bidder possesses a valid Alaska business license, the license number must be written below or one of the following forms of evidence must be submitted with the bid:
 - a canceled check for the business license fee;
 - a copy of the business license application with a receipt date stamp from the State’s business license office;
 - a receipt from the State’s business license office for the license fee;
 - a copy of the Bidder’s valid business license;
 - a sworn notarized statement that the Bidder has applied and paid for a business license;
- (2) the price(s) submitted was arrived at independently and without collusion and that the Bidder is complying with:
 - the laws of the State of Alaska;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued thereunder by the State and Federal Government; and
 - all terms and conditions set out in this Invitation to Bid (ITB).

If a Bidder fails to comply with (1) at the time designated in the ITB for opening the State will disallow the Alaska Bidder Preference. If a Bidder fails to comply with (2) of this paragraph, the State may reject the bid, terminate the contract, or consider the Contractor in default. Bids must be also submitted under the name as appearing on the Bidder’s current Alaska business license in order to receive the Alaska Bidder Preference.

 Becky Gattung CONTRACTING OFFICER TELEPHONE NUMBER: 907-465-8949 FAX NUMBER: 907-465-3124 EMAIL: becky.gattung@alaska.gov	1) Bering Marine Corporation _____ COMPANY SUBMITTING BID 2) 91-1278545 _____ FEDERAL TAX ID NUMBER 3)  _____ AUTHORIZED SIGNATURE 4) Rick Gray _____ PRINTED NAME 5) (907)249-0204 _____ TELEPHONE NUMBER	6) 59191 _____ ALASKA BUSINESS LICENSE NUMBER (Is name on license same as Item 1?) 7) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA BIDDER’S PREFERENCE? [X] YES [] NO 8) DOES YOUR BUSINESS QUALIFY FOR THE ALASKA VETERAN PREFERENCE? [] YES [X] NO SEE ITB FOR EXPLANATION OF CRITERIA TO QUALIFY January 10, 2018 _____ DATE
---	---	---

BID SCHEDULE

May other State of the Alaska political subdivisions such as municipalities, boroughs and school districts at their option purchase from this contract? *The Bidder's response does not affect the evaluation of the bid nor award of the contract.*

(Check one) yes ___ no X

The Bid Schedule [pages 22-23] is available in MS Excel format upon request.

Ordering Address:

Business Name: Bering Marine Corporation

6400 S. Airpark Place

Mailing Address: _____

Anchorage, AK 99502

Rick Gray
Contact: _____

(907)249-0204
Phone: _____

Toll Free: _____

(907)245-1744
Fax: _____

rickg@lynden.com
Email: _____

BID RESPONSE CHECKLIST:

1. Completed and sign Page One
2. Technical Specification Sheets (page 9)
3. Certified Lab Test Results (page 9)
4. Material Safety Sheet (page 9)
5. Bid Guarantee (page 14)
6. Completed Bid Schedule (pages 20-22)

*Note: Bidders need not respond to all lots, but all items within the lot(s) submitted must be priced. Only lots submitted for the State's consideration are required with your bid response.

7. All Mandatory Return Amendments



EXPORTADORA DE SAL, S. A. DE C. V.

GUERRERO NEGRO, BAJA CALIFORNIA SUR
MEXICO

TEL: (615) 15 7 51 00
FAX: (615) 15 7 04 77
TLX: 52562 ESGNME



FAX COVER SHEET

DATE:	JANUARY 04, 2018
TO:	MR. KENTARO NAGAO MS ROSE WONG
COMPANY:	MITSUBISHI INTERNATIONAL CORP.
REFERENCE:	CERTIFICATE OF ANALYSIS CRYSTAL SIZE ANALYSIS

TO FAX No:	MIC HOUSTON
FROM:	BIOL. FERNANDO HEREDIA URIBE
NUMBER OF PAGES INCLUDING COVER:	1

MESSAGE:

PLEASE BE INFORMED OF CHEMICAL AND SIZE ANALYSIS RESULTS PERFORMED AT CEDROS LOADING TERMINAL ON SHIPMENT OF REFERENCE, AS FOLLOWS:

SHIPMENT B/L DATE:

DESTINATION PLANT:

VESSEL'S VOYAGE: STOCK PILE

QUANTITY: M.T. DEICE SALT

CHEMICAL COMPOSITION (DRY BASIS)					SCREEN		METRIC TONS	
					MESH	% PASING	HOLD	TONS
MOISTURE	%	<u>2.82</u>			3 /4"	<u>100.00</u>	1	
	%				1 /2"	<u>100.00</u>	2	
CALCIUM	as Ca ⁺²	<u>0.048</u>	as CaO	<u>0.067</u>	3/8"	<u>97.17</u>	3	
					4/M	<u>33.63</u>	4	
MAGNESIUM	as Mg ⁺²	<u>0.027</u>	as MgO	<u>0.044</u>	8/M	<u>13.72</u>	5	
					30/M	<u>0.73</u>	6	
SULFATES	as S04 ⁻²	<u>0.163</u>	as SO3	<u>0.136</u>	-30/M	<u>0.00</u>	7	
INS MATTER		<u>0.015</u>		<u>0.015</u>				
NaCl	DRY	<u>99.71</u>						
NaCl	WET	<u>96.90</u>						
							TOTAL	0

FERNANDO HEREDIA U.
QUALITY CONTROL DEPARTMENT

CCP. MR. YUJI, FUJITAKE

Av. Baja California s/n Colonia Centro Guerrero Negro, B.C.S. México 23940 Tel.: (615) 157-51-00 Fax: (615) 157-04-77 <http://www.esal.com.mx>

SAFETY DATA SHEET

1. Identification

- (a) **Product name:** Regular salt (Sodium Chloride)
- (b) **Common names or synonyms:** Halite, common salt, sea salt
- (c) **Recommended use:** Chemical Industry Application
- (d) **Company Information:** Exportadora de Sal S. A. de C.V.
 Av. Baja California S/N
 Guerrero Negro, Baja California Sur 23940, México
 Telephone number / Fax:
 + 52 615 157 51 00 /+ 52 615 157 04 77
 Website: www.essa.com.mx
 Emergency telephone number 01 (800) 713 83 12

2. Hazard(s) Identification

(a) **GHS Classification:**

- Code: H319
- Hazard Statements: Causes serious eye irritation.
- Hazard Class: Serious eye damage/eye irritation.

Pictogram:



Signal Word:

Warning

(b) **Precautionary Statements P-Codes:**

Prevention Precautionary Statements:

- **P264** Wash thoroughly after handling
- **P280** Wear protective gloves/protective clothing/eye protection/face protection.

Response Precautionary Statements:

- **P305+P351+P338** IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do - continue rinsing.
- **P313** Get medical advice/attention.

3. Composition/Information on Ingredients



Exportadora de Sal, S.A. de C.V.

(a) Chemical name:	Sodium Chloride (NaCl)	
(b) Common names and synonyms:	Halite, common salt, sea salt	
(c) CAS number:	7647-14-5	
(d) Chemical Analysis:	(%dry weight)	
	Sodium Chloride	99.60% min.
	Calcium, as Ca	0.06% max.
	Magnesium, as Mg	0.03% max.
	Sulfate, as SO ₄	0.20% max.
	Insoluble	0.03% max.

4. First-Aid Measures

Inhalation	If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.
Ingestion	Rinse mouth thoroughly with water immediately. Give plenty of water to drink. Never give anything by mouth to an unconscious person. If swallowed, do NOT induce vomiting. Seek medical attention in severe cases or if large amounts ingested.
Skin	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	If contact with eye(s) occurs, wash with copious amounts of water for approximately 15 minutes holding eyelid (s) open. If symptoms persist seek medical attention.

5. Fire-Fighting Measures

- (a) **Suitable extinguishing media:** Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
- (b) **Advice for firefighters:** Wear self-contained breathing apparatus for firefighting if necessary.
- (c) **Other Fire Fighting Hazards:** Explosion occurs when molten salt at 1100 °C in accidental contact with water.

6. Accidental Release Measures

- (a) **Personal precautions:** Avoid breathing dust, vapors, mist or gas.



Exportadora de Sal, S.A. de C.V.

- (b) **Methods and material for containment and cleaning up:** Use appropriate tools to put the spilled solid in a convenient waste disposal container. Finish cleaning by spreading water on the contaminated surface and dispose of according to local and regional authority requirements.

7. Handling and Storage

- (a) **Precautions for safe handling:** Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. May evolve chlorine gas when in contact with strong acids. Hydrogen chloride release above 1400°F.
- (b) **Conditions for safe storage:** Avoid wet conditions as product will cake and become hard; becomes hygroscopic at 75% relative humidity; avoid contact with strong acids.

8. Exposures Controls/Personal Protection

- (a) **Appropriate engineering controls:** Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.
- (b) **Protective equipment:**
- **Respiratory:** Not normally required when using this product. If necessary, use only respiratory protection authorized in U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134).
 - **Eye:** Safety glasses are recommended to prevent eye contact.
 - **Hand and body:** protective gloves and clothing are recommended to prevent skin contact.

9. Physical and Chemical Properties

- | | |
|--|--|
| (a) Appearance: | Solid, colorless, transparent cubic crystals or white. |
| (b) Odor: | Odorless |
| (c) pH: | 6.7-7.3 (Aqueous solution is neutral) |
| (d) Melting point: | 800.7°C |
| (e) Boiling point: | 1465°C |
| (f) Flash point: | Not flammable |
| (g) Evaporation rate: | Not available |
| (h) Flammability (solid, gas): | Not available |
| (i) Upper/lower flammability or explosive limits: | Not available |
| (j) Vapor pressure: | 1 mm Hg at 1589° F |



Exportadora de Sal, S.A. de C.V.

(k) Vapor density:	None Found
(l) Relative density:	2.16 (H ₂ O = 1)
(m) Solubility:	36.0 g/100 g of water at 25°C
(n) Partition coefficient: n-octanol/water:	Not available
(o) Auto-ignition temperature:	Not available
(p) Decomposition temperature:	Not available
(q) Viscosity:	Viscosity of saturated aqueous solution = 1.93 mPa-s

10. Stability and Reactivity

- (a) **Reactivity:** The product is stable and non-reactive under normal conditions of use, storage and transport.
- (b) **Chemical stability:** Stable under normal temperature, pressure and conditions of use and storage.
- (c) **Possibility of hazardous reactions:** Hygroscopic. Reacts with most nonnoble metals such as iron or steel, building materials (such a cement). Reactions with bromium trifluoride and lithium are violent. Reaction of sodium chloride with water at > 1100 ° is explosive.
- (d) **Conditions to avoid:** Extremes of temperature, dust generation, exposure to moist air or water and incompatible materials.
- (e) **Incompatible Materials:** Strong oxidizing agents, metals, strong acids, alkali metals (lithium), bromine trifluoride, nitro compounds, dichloromaleic anhydride + urea.
- (f) **Hazardous decomposition product:** may evolve chlorine gas when in contact with strong acids. Possibly chlorine, nitrogen and sodium containing compounds.

11. Toxicological Information

- (a) **Information on the likely routes of exposure:**
 - **Inhalation:** Dusts may be irritating.
 - **Ingestion:** Ingestion of large quantities can irritate the stomach.
 - **Skin:** Irritation after prolonged contact.
 - **Eye:** Dust may be irritating.
- (b) **Symptoms related to the physical, chemical and toxicological characteristics:** Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and



Exportadora de Sal, S.A. de C.V.

brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

- (c) **Numerical measures of toxicity:** Oral LD50 (rat); 3,000 mg/kg
- (d) **Carcinogenicity:** This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

12. Ecological information

- (a) **Ecotoxicity:** This material is water soluble and occurs naturally, and is unlikely to have any long-term effect on the environment. However, large or frequent applications or spills can have a potentially damaging effect on the environment.
- (b) **Degradability:** No data available.
- (c) **Bioaccumulative potential:** No data available.
- (d) **Mobility in soil:** This material is water soluble and is expected to move rapidly with surface water or ground water flows.

13. Disposal considerations

Waste must be disposed of in accordance with federal, state and local environmental control regulations.

14. Transport information

- (a) **UN number:** None
- (b) **UN proper shipping name:** Non-regulated Material
- (c) **Transport hazard class:** None
- (d) **Packing group:** None
- (e) **Marine pollutant:** No
- (f) **Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code:** is not considered dangerous goods.

15. Regulatory information



Exportadora de Sal, S.A. de C.V.

16. Other information, including date of preparation or last revision

Issue date 06/May/2014

Revision date 20/December/2017

Version # 02

HMIS rating: Health: 1 Flammability: 0 Physical hazard: 0 Personal protection: A

All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however, no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

CERTIFICATE OF ANALYSIS

Nr.	IQQ-1710-0421
VESSEL	" PACIFIC CEBU "
LOADING DATE	OCTOBER 09 TH / 10 TH , 2017
PORT	PATILLOS, CHILE
CARGO	DE-ICING SALT
NOC	NOC 001 H
BUYER	BERING MARINE CORPORATION
COUNTRY	U.S.A.
HOLDS	1 - 2 - 3 - 4 - 5
TOTAL LOADING	51,282 MT

1. Chemical Analysis (dried basis)

Determination	Unit	Specification	Result
Sodium Chloride (as NaCl)	(%)	97.00 Min	98.70
Total Moisture	(%)	0.4 Max	0.2 ^(*)
YPS	(mg/kg)	85 ± 15	83

(*) Natural moisture before the loading = 0.09 %. Additional moisture according to buyer requirement.

2. Sieve Analysis

Sieve Size	Unit	Specifications	Result
USA Sieve 1/2"	(%)	100 Passing	100
USA Sieve 3/8"	(%)	95 - 100 Passing	97
USA Sieve 4	(%)	20 - 90 Passing	71
USA Sieve 8	(%)	10 - 60 Passing	48
USA Sieve 30	(%)	0 - 12 Passing	12

TEST METHODS

Na Cl	= ASTM NORM E 534-98 (2003), K+S METHOD MAL Nr. 20
Total Moisture	= GRAVIMETRIC METHOD, K+S CHILE METHOD MAL Nr 43
Decahydrate YPS	= SPECTROPHOTOMETRIC METHOD, K+S METHOD MAL Nr 19
Sieve analysis	= ASTM NORM D 632 - 01, K+S METHOD MAL Nr 26

Copy to: VP Operations and Supply Chain
 Head of Technical Center
 Head of North Operations
 Head of Industrial Bulk
 Maritime Department
 Transportation and Storage Department
 Quality Assurance Area



MAURICIO LOPEZ B.
 MARSS IQUIQUE

Patillos, October 11th, 2017

Página 1 de 1

In accepting this preliminary report it is agreed that the extent of the obligation of this Company with respect there to is limited to furnishing a surveyor believed to be competent, and in the making of this certificate the surveyor is acting impartially and to the best of his ability and no liability shall attach to the Company or the surveyor for the accuracy there off. Our responsibility can never exceed the amount of our fees.



SAFETY DATA SHEET

1-CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME	SODIUM CHLORIDE
COMPANY IDENTIFICATION	K+S Chile S. A.
ADDRESS	Costanera Sur Río Mapocho 2730, Of. 601, Santiago - Chile
EMERGENCY TELEPHONE	(56)(2) 2469 6000 - (56)(2) 600 369 6000

2.-COMPOSITION / INFORMATION ON INGREDIENTS

CHEMICAL NAME	SODIUM CHLORIDE
CHEMICAL FORMULA	NaCl
SYNONYM	SALT, ROCK SALT
CAS # :	7647-14-5
EC # :	231-598-3
MOLECULAR WEIGHT	58.45 g/mol
PRODUCT CODES :	NOC 001 H
% BY WEIGHT	≥ 97.0%

3.-HAZARDS IDENTIFICATION

POTENTIAL ACUTE HEALTH EFFECTS: SLIGHTLY HAZARDOUS IN CASE OF SKIN CONTACT (IRRITANT), OF EYE CONTACT (IRRITANT), OF INGESTION, OF INHALATION

4.- FIRST AID MEASURES

INHALATION: REMOVE TO FRESH AIR. GET MEDICAL ATTENTION FOR ANY BREATHING DIFFICULTY
INGESTION: IF LARGE AMOUNTS WERE SWALLOWED, GIVE WATER TO DRINK AND GET MEDICAL ADVICE
SKIN CONTACT: WASH EXPOSED AREA WITH SOAP AND WATER. GET MEDICAL ADVICE IF IRRITATION DEVELOPS.
EYE CONTACT: IMMEDIATELY FLUSH EYES WITH PLENTY OF WATER FOR AT LEAST 15 MINUTES, LIFTING UPPER AND LOWER EYELIDS OCCASIONALLY. GET MEDICAL ATTENTION IF IRRITATION PERSISTS.



5-FIRE FIGHTING MEASURES

FIRE: NOT CONSIDERED TO BE A FIRE HAZARD
EXPLOSION: NOT CONSIDERED TO BE AN EXPLOSION HAZARD
FIRE EXTINGUISHING MEDIA: USE ANY MEANS SUITABLE FOR EXTINGUISHING SURROUNDING FIRE

6-ACCIDENTAL RELEASE MEASURES

VENTILATE AREA OF LEAK OR SPILL. WEAR APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT. SWEEP UP AND CONTAINERIZE FOR RECLAMATION OR DISPOSAL. VACUUMING OR WET SWEEPING MAY BE USED TO AVOID DUST DISPERSAL. SMALL AMOUNTS OF RESIDUE MAY BE FLUSHED TO SEWER WITH PLENTY WATER

7-HANDLING AND STORAGE

KEEP IN A TIGHTLY CLOSED CONTAINER, STORED IN A COOL, DRY, VENTILATED AREA. PROTECT AGAINST PHYSICAL DAMAGE. CONTAINERS OF THIS MATERIAL MAY BE HAZARDOUS WHEN EMPTY SINCE THEY RETAIN PRODUCT RESIDUES (DUST SOLIDS); OBSERVE ALL WARNINGS AND PRECAUTIONS LISTED FOR THE PRODUCT

8-EXPOSURE CONTROLS / PERSONAL PROTECTION

PERSONAL RESPIRATORS : FOR CONDITIONS OF USE WHERE EXPOSURE TO DUST OR MIST IN APPARENT AND ENGINEERING CONTROLS NOT FEASIBLE, PARTICULATE RESPIRATOR (NIOSH TYPE 95 OR BETTER FILTERS) MAY BE WORN
SKIN PROTECTION: WEAR GLOVES AND CLEAN BODY-COVERING CLOTHING
EYE PROTECTION: USE CHEMICAL SAFETY GOGGLES. MAINTAIN EYE WASH FOUNTAIN AND QUICK-DRENCH FACILITIES IN WORK AREA

9-PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE	WHITE CRYSTALS
ODOR	ODORLESS
pH	5 - 8
MELTING POINT	800 °C
BOILING POINT (1013 hPa)	1461 °C
SPECIFIC GRAVITY (20 °C)	2.17 g/cc
SOLUBILITY (WATER, 20 °C)	358 g/L



10-STABILITY AND REACTIVITY DATA

STABILITY: STABLE UNDER CONDITIONS OF USE AND STORAGE. HYGROSCOPIC.
INCOMPATIBILITIES: LITHIUM, BROMINE TRIFLUORIDE
SPECIAL REMARKS ON REACTIVITY: REACT WITH MOST NONNOBLE METALS SUCH AS IRON OR STEEL BUILDING MATERIALS (SUCH AS CEMENT)

11-TOXICOLOGICAL INFORMATION

ACUTE TOXICITY : LD 50 (ORAL,RAT) : 3000 mg / Kg
SPECIFIC SYMPTOMS IN ANIMAL STUDIES: EYE IRRITATION TES (RABBIT): SLIGHT IRRITATIONS
SUBACUTE TO CHRONIC TOXICITY
NONCARCINOGENIC IN ANIMAL EXPERIMENTS
NO MUTAGENIC EFFECT IN ANIMAL EXPERIMENTS
NO IMPAIRMENT OF REPRODUCTIVE PERFORMANCE SUSPECTED
NO TERATOGENIC EFFECT IN ANIMAL EXPERIMENTS
FURTHER TOXICOLOGICAL INFORMATION
AFTER EYE CONTACT: SLIGHT IRRITATIONS
AFTER SWALLOWING OF LARGE AMOUNTS: NAUSEA, VOMITING

12-ECOLOGICAL INFORMATION

BIOLOGIC DEGRADATION: METHODS FOR DETERMINATION OF BIODEGRADABILITY ARE NOT APPLICABLE TO INORGANIC SUBSTANCES
BEHAVIOR IN ENVIRONMENTAL COMPARTMENTS: CONCENTRATION IN ORGANISM IS NOT TO BE EXPECTED
FURTHER ECOLOGICAL DATA: NO ECOLOGICAL PROBLEMS ARE TO BE EXPECTED WHEN THE PRODUCT IS HANDLED AND USED WITH DUE CARE AND ATTENTION

13-DISPOSAL CONSIDERATIONS

PRODUCT: SWEEP IN DRY. IF NECCESARY DISPOSED THE WASTE IN COMPLIANCE WITH THE RESPECTIVE NATIONAL REGULATIONS, ELSE DISPOSE OF THE WASTE WITH PLENTY OF WATER
PACKAGING: MUST BE DISPOSED OF IN COMPLIANCE WITH THE COUNTRY SPECIFIC REGULATIONS



14-TRANSPORT INFORMATION

NOT SUBJECT TO TRANSPORT REGULATIONS

15-REGULATORY INFORMATION

EINECS: THIS PRODUCT IS ON THE EUROPEAN INVENTORY OF EXISTING COMMERCIAL CHEMICAL SUBSTANCES
WHMIS (CANADA): NOT CONTROLLED UNDER WHMIS

16-OTHER INFORMATION

THE SAFETY DATA SHEET (SDS) RELATES TO SAFETY REPORT AND CAN NOT TO TAKE ACCOUNT ALL POSSIBLE SITUATIONS TO HAPPEN IN A PLACE OF SPECIFIC WORK, THUS, THE MSDS IS ONLY PART OF PREVENTION PROGRAM RISK
THE DATA SUPPLIED BY K+S Chile S. A. ARE BASED UPON OUR CURRENT KNOWLEDGE. THESE DATAS ONLY DESCRIBE THE PRODUCT WITH REGARD TO THE APPROPRIATE SAFETY PRECAUTIONS IT DOES NOT REPRESENT A GUARANTEE OF THE PROPERTIES OF THE PRODUCT

DATE OF EMISSION: NOVEMBER 23TH OF 2017

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on June 9, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

Comprising a quorum of the Council, the following were present:

- | | |
|---|--|
| Edna DeVries, Mayor | Linda Combs, Deputy Mayor (participated by teleconference) |
| Julie Berberich (participated by teleconference) | Sabrina Combs (participated by teleconference) |
| Richard W. Best (participated by teleconference) | Jill Valerius (participated by teleconference) |
| Steve Carrington (participated by teleconference) | |

Staff in attendance were the following:

- | | |
|---|---------------------------------|
| Brad Hanson, City Manager | Kara Johnson, Deputy City Clerk |
| Norma I. Alley, MMC, City Clerk | Pam Whitehead, Minutes Recorder |
| Michael Gatti, City Attorney (participated by teleconference) | |

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 20-006**: Amending the Zoning Map to Revise the Zoning Designation of Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 to Re-Zone Parcel from Commercial Limited (CL) to Public Use (P)
 - b. **Action Memorandum No. 20-045**: Authorizing the City Manager to Negotiate and the Mayor to Execute Lease 2022 Amendment 33 and Amendment 34 with the State of Alaska to Include Approximately 2,000 Square Feet at the Palmer Public Safety Building
2. Approval of Minutes
 - a. May 12, 2020, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	Berberich
Seconded by:	Valerius

Primary Amendment #1: To Amend the Agenda by Moving Item E Ahead of Item F

Moved by:	S. Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve the Agenda, Consent Agenda, and Minutes as Amended

Vote:	Unanimous
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Ms. Ailis Vann, Palmer Chamber of Commerce Executive Director, provided an update on upcoming Chamber activities including Friday Fling, Midsummer Garden and Art Faire, Palmer Wine Walk, Cash Mob, and Shop Palmer.

Ms. Sherry Wilson testified on behalf of current affairs regarding the Chief of Police.

Ms. Cheri Crippen testified on behalf of current affairs regarding the Chief of Police.

Ms. Kimberly Wycoff testified on behalf of current affairs regarding the Chief of Police.

Ms. Noel Maxwell testified on behalf of current affairs regarding the Chief of Police.

Mr. Dave Maxwell testified on behalf of current affairs regarding the Chief of Police.

Mr. Andre Jackson testified on behalf of current affairs regarding the Chief of Police.

Mr. Kelly Turney testified on behalf of current affairs regarding the Chief of Police.

Mr. Mike Coons testified on behalf of current affairs regarding the Chief of Police.

Ms. Vicki Wallner testified on behalf of current affairs regarding the Chief of Police.

Mr. Leonard Wallner testified on behalf of current affairs regarding the Chief of Police.

Mr. Jon Breen testified on behalf of current affairs regarding the Chief of Police.

Mr. Dave Norton testified on behalf of current affairs regarding the Chief of Police.

Mr. Zayn Norton testified on behalf of current affairs regarding the Chief of Police.

Ms. Beth Fread testified on behalf of current affairs regarding the Chief of Police.

Mr. David Miller testified on behalf of current affairs regarding the Chief of Police.

Mr. Luke Howard, 907 Freedom, testified on behalf of current affairs regarding the Chief of Police.

Ms. Donna Anthony testified on behalf of current affairs regarding the Chief of Police.

Mr. Ben Miller testified on behalf of current affairs regarding the Chief of Police.

Ms. Daphne Barbosa testified on behalf of current affairs regarding the Chief of Police.

Mr. Eugene Carl Haberman testified on the public process and rights of the public to address policies and procedures.

City Clerk Alley read the following written testimony into the record (see official meeting packet for written testimony).

Lisa Albert-Konecky, Katherine Bishop, and Mary Olson, St. Michaels Local Organizing Ministry, regarding Code of Ethics for City Council.

Stephanie Berglund, Thread CEO, regarding funding for childcare from Cares Act monies.

Stephanie Allen regarding zoning map amendment for Cedar Hills and CARES Act funding.

Meggie Aube-Trammell on behalf of current affairs regarding the Chief of Police.

William Aube on behalf of current affairs regarding the Chief of Police.

Ralph Basner on behalf of current affairs regarding the Chief of Police.

Ivy Beck on behalf of current affairs regarding the Chief of Police.

Marjie Beck on behalf of current affairs regarding the Chief of Police.

Cheri Crippen on behalf of current affairs regarding the Chief of Police.

Simon Ford on behalf of current affairs regarding the Chief of Police.

David K. Fuller on behalf of current affairs regarding the Chief of Police.

Janet Gagnon on behalf of current affairs regarding the Chief of Police.

Andrea Hackbarth on behalf of current affairs regarding the Chief of Police.

Tricia Harvey on behalf of current affairs regarding the Chief of Police.

Brooke G. Heppinstall Kroenung on behalf of current affairs regarding the Chief of Police.

Rachel House on behalf of current affairs regarding the Chief of Police.

Ruth Hulbert on behalf of current affairs regarding the Chief of Police.

Mary Kate Johnston on behalf of current affairs regarding the Chief of Police.

Marne Kenshalo on behalf of current affairs regarding the Chief of Police.

Megan Knutson on behalf of current affairs regarding the Chief of Police.

Julie McKee on behalf of current affairs regarding the Chief of Police.

Justice McPherson on behalf of current affairs regarding the Chief of Police.

Laura Ojeda Melchor on behalf of current affairs regarding the Chief of Police.

Ben Packa on behalf of current affairs regarding the Chief of Police.

Doug Packa on behalf of current affairs regarding the Chief of Police.

Carol Ryan-Aube on behalf of current affairs regarding the Chief of Police.

Diana Sloan-Basner on behalf of current affairs regarding the Chief of Police.

Meg Criss on behalf of current affairs regarding the Chief of Police.

Council Member Best left the meeting at 8:41 p.m. and returned at 8:44 p.m.

Mayor DeVries called a recess at 9:15 p.m. The meeting reconvened at 9:25 p.m.

F. REPORTS

- 1. City Manager’s Report

City Manager Hanson highlighted his written report.

- 2. City Clerk’s Report

City Clerk Alley reported on the continued use of Zoom as a meeting forum and possible changes to AML Summer Conference due to COVID-19.

- 3. Mayor’s Report

Mayor DeVries highlighted her written report and provided follow-up regarding the Governor’s 911 Task Force Commission, for which she has applied for appointment from the Governor.

- 4. City Attorney’s Report

None.

G. NEW BUSINESS

- 1. **Action Memorandum No. 20-046:** Authorizing the City Manager to Negotiate and Execute a Transfer of Responsibility Agreement with the State of Alaska Department of Transportation and Public Facilities and the Matanuska-Susitna Borough for the Extension of S. Felton Street from the Palmer-Wasilla Highway to Bogard Road

Main Motion: To Approve Action Memorandum No. 20-046

Moved by:	S. Combs
Seconded by:	L. Combs
Vote:	Unanimous
Action:	Motion Carried

- 2. **Information Memorandum No. 20-006:** Committee of the Whole for General Discussion Regarding Code of Ethics for City Council (Note: action may be taken following the Committee of the Whole)

Motion to Postpone: Information Memorandum No. 20-006 to June 23, 2020, Agenda

Moved by:	S. Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried

Mayor DeVries directed that any written testimony should also be carried forward to the next meeting.

3. **Information Memorandum No. 20-007:** Committee of the Whole for General Discussion Regarding CARES Act Funding (Note: action may be taken following the Committee of the Whole)

Motion to Postpone: Information Memorandum No. 20-007 to June 23, 2020, Agenda

Moved by:	Valerius
Seconded by:	L. Combs
Vote:	Unanimous
Action:	Motion Carried

Mayor DeVries directed that any written testimony should also be carried forward to the next meeting.

H. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported written public testimony were Items Placed on the Table.

I. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Council Member Best left the meeting at 10:37 p.m. and returned at 10:38 p.m.

J. COUNCIL MEMBER COMMENTS

Council Members thanked Brad Hanson for the great job as interim city manager and welcomed incoming city manager John Moosey.

No direction was given to staff for legislation to be placed on a future agenda.

K. ADJOURNMENT

With no further business before the City Council, the meeting adjourned at 10:49 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

Mayor's Memo
Council Meeting report for council Meeting
on July 14, 2020

Events

Freedom Festival – July 3 and 4 in Palmer

Palmer Garden and Art Midsummer Faire – July 11

Mat-Su COVID-19 basic needs Meeting – Zoom – July 23

Mayor/Manager meeting – July 16

Palmer Pride – currently planned as Facebook live

Anyone who has a nomination for Businessperson of the Year, Citizen of the Year, beautiful lawns in Palmer, please let me or the clerk know.

Council Meeting is open to audience participation via person, email, or zoom, to the City Clerk for assistance.

We want and value your input and participation.

Edna DeVries Mayor w/t 907-355-9933

eDEVRIES@PALMERAK.ORG

2021 Policy and Position Statement Guidelines



The Alaska Municipal League “Policy and Position Statement” is developed in collaboration with AML members, which includes AML board members, legislative committee members, and appointed or elected officials from member municipalities who have expertise and a firm understanding of local government roles and responsibilities.

Please review the current Position Statement and consider recommending changes along the following guidelines:

- AML Principles – these inform AML’s overall strategy and are not adjusted annually
- AML Legislative Priorities – these will come in draft form from the August legislative conference
- AML Federal Priorities – these will come in draft form from the August legislative conference
- AML Policy Statements – these are general statements of support or opposition based on issues that affect local governments, and will come from the August legislative conference
- AML Legislative Position Statements – these will occur every two years in response to active legislation

For changes to the policy statements, consider their broad applicability and use:

- Are they consistent with our principles?
- Do they advance policy that is beneficial to local governments?
- Do they negatively impact any local government?
- Are they statewide or have statewide implications?
- Are they actionable?

For changes to the Draft 2021 Policy Statement to be considered during the AML Summer Legislative Conference, please send suggested changes to nils@akml.org no later than July 31, 2020. From there – and based on member input during the August legislative conference – the Legislative Committee will edit the document for brevity and applicability but ensure that changes reflect the intent.

The Legislative Committee will review all recommended changes by September 1, 2020 and the proposed draft 2021 Policy Statement will then be sent to all members in preparation for the AML Annual Meeting in November.

Any changes to that draft document must be submitted to AML by resolution, no later than October 4, 2020. Changes will not be accepted after this date.

The Legislative Committee shall debate and act upon suggested changes during the Legislative Committee on November 18, 2020, for final recommendations to the membership. If the Legislative Committee does not accept the change, the member’s governing body may bring it to the floor at the Business Meeting on November 20, 2020 for reconsideration.

Changes accepted by the Legislative Committee shall be shared with members during the General Session on November 19, 2020. The amended Policy Statement shall be voted on by the full membership at the AML Business Meeting to be held on the morning of November 20, 2020.

Please email your resolutions to: nils@akml.org; fax to: (907) 463-5480; or mail to: AML, One Sealaska Plaza Suite 200, Juneau, AK 99801

Principles

- Support the Alaska Constitution's mandate "to provide for maximum local self-government"
- Support policies that reduce tax burdens and reimburse for State-mandated exemptions
- Support State revenue assistance as an investment in and support for municipal governance
- Support adequate State funding for basic public services and infrastructure
- Oppose unfunded and underfunded State or Federal legislative and administrative mandates
- Oppose any efforts to reduce local revenues and local revenue authorities
- Oppose State or Federal policies that shift responsibilities to local governments without a negotiated agreement that includes adequate and full annual funding

Policy Statements

MUNICIPAL GOVERNANCE (TITLE 29)

- Support increased capacity within and professionalization of State tax assessment.
- Support improvements to records retention, public records access, and public notice.
- Support issuance of a municipal impact fiscal note within proposed legislation.

COMMUNITY ASSISTANCE AND REVENUE SHARING

- Support a baseline floor of \$60 million annually, and encourage a long-term, sustainable solution.
- Support a method to waive debt, forgive loans, or otherwise bolster "stressed" communities.

PERS/TRS CHANGES

- Support amendments to termination studies and penalties for leaving PERS/TRS.
- Support the development of a pathway to decrease overall unfunded liability.
- Oppose any cost shift of the State "on behalf" payment over 22%, or any other changes that haven't been negotiated and agreed to by municipalities.

FISCAL POLICY

- Support agency and programmatic efficiency and right-sizing, but oppose cost-shifting to municipalities and eliminating essential services.
- Support the development of a broad-based tax to increase state revenue.
- Interest rate penalties found in AS 26.45.500(b) should be consistent with market rates.

PUBLIC SAFETY

- Increase tools available for public safety official recruitment and retention.
- Support and strengthen the VPSO program.
- Support state efforts to decrease access to and impacts from opioids.
- Oppose any reduction in state funding of community jails.
- Fund the administrative costs of municipal hosting of E911 systems.

ECONOMIC DEVELOPMENT

- Support increased investment in infrastructure development, which facilitates economic growth.
- Support increased investment in training and workforce development.
- Support state responsiveness to local economic development planning, including local economic diversification and small business development strategies.

EDUCATION

- Support early childhood education, career and technical education, and preparing, attracting and retaining qualified educators.
- Support for accountability and assessment that meets federal requirements and maximizes local control.
- Oppose any reduction in school funding and support investment in infrastructure and deferred maintenance.
- Support amendments to the funding formula removing penalties for consolidation of school facilities within a district.
- Oppose forced consolidation of school districts.
- Oppose the elimination of the school bond debt reimbursement program, and any reductions to previous reimbursement commitments.
- Support a sustainable university system capable of delivering educational opportunities, workforce development, and credible research.

FISHERIES

- Support for appropriately funded DF&G and increased investment in fisheries monitoring, research and outreach.
- Support continued investment in port and harbor infrastructure.
- Support reinstatement of the Harbor Matching Grant program, partially fulfilling the state's obligation for maintenance of harbors transferred into municipal ownership.
- Support an active role in federal fisheries management, and clean water, as well as transboundary negotiations.

ENERGY

- Support for vetting of and investing in energy projects, processes and programs that decrease energy costs.

TRANSPORTATION

- Support State investment that can be used to match or supplement federal funding.
- Support increases to the State capital budget.
- Support a sustainable ferry system that continues basic, year-round, ferry service to coastal communities.

MINERALS

- Support responsible resource development and the reduction of investment barriers alongside improved environmental risk management.

WATER, WASTEWATER AND SANITATION

- Support increased State investment in maintenance and infrastructure upgrades.
- Support reinstatement of the Municipal Matching Grant program to help municipalities match or supplement local and federal funding.

Resolutions

STATUTORY

2019-04 The Alaska Municipal League urges the Alaska State Legislature to enact legislation requiring disclosures of all real property sales in the State of Alaska.

2019-07 The Alaska Municipal League requests that the Alaska State Legislature amend Title 29 to remove the audit requirement for Community Assistance, and provide a one-time waiver of past audit requirements, thereby releasing all outstanding Community Revenue Sharing/Assistance funds.

2019-10 The Alaska Municipal League urges the Alaska Legislature to pass legislation redefining the transferability of limited entry salmon permits by allowing an additional name to be listed on permits to keep permits in rural communities.

2020-03 The Alaska Municipal League opposes decisions by DOT&PF to increase their indirect rates; and that the Alaska Municipal League supports increased funding for the Community Transportation Program; and encourages changes to DOT&PF policy to enable local-delivered projects and acceptance by local governments of federal transportation project funds.

2020-05 The Alaska Municipal League opposes any increase to the required local contribution for education funding or reductions to the adequacy of State funding of education; and that the Alaska Municipal League supports counting Federal Impact Aid as part of the local government contribution.

2020-11 The Alaska Municipal League encourages the State of Alaska to develop a plan to transfer authority to accept federal funds from the State directly to local governments or their designee.

2020-21 The Alaska Municipal League supports an amendment to AS 29.45.500 to require municipalities to pay interest at a reasonable, market-based rate in circumstances where it is required to pay interest on tax refunds.

BUDGET

2019-02 The Alaska Municipal League requests that the Alaska State Legislature fund the Senior Citizen's/Disabled Veteran's Property Tax exemption as required in AS 29.45.030(g).

2019-03 The Alaska Municipal League support full annual funding of school bond debt reimbursement and state aid for construction in Regional Educational Attendance Areas.

2019-05 The Alaska Municipal League urges the Governor and the Alaska State Legislature to increase investment in the Renewable Energy Fund; and that the Alaska Municipal League additionally supports continued investment in State energy and energy efficiency programs, including the Revolving Loan Fund Program, Weatherization, Home Energy Rebate Program, Bulk Fuel Construction Program, and Rural Power System Upgrades.

2019-09 The Alaska Municipal League encourages the Governor and the Alaska State Legislature fund a one-time payoff of PERS arrearages.

2020-01 The Alaska Municipal League supports reinstatement of State funding for the Code Blue program and Local Emergency Planning Committees.

2020-10 The Alaska Municipal League supports full payment of currently obligated school bond debt reimbursement; opposes an extension to the school bond debt reimbursement moratorium; and supports a careful and deliberate reform of State support of school construction and maintenance.

2020-18 The Alaska Municipal League considers unacceptable the reductions to funding for the Alaska Marine Highway System in FY20 and the changes to the winter schedule for many ferry-dependent communities; and that the Alaska Municipal League opposes any further reduction to the System's budget and supports reform that is sustainable and responsive to the needs of coastal communities.

2020-19 The Alaska Municipal League opposes any further reductions to Community Assistance and supports an appropriation to the Community Assistance Fund that would bring the Fund total back up to \$90 million.

2020-20 The Alaska Municipal League urges full funding by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY21 Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

2020-23 The Alaska Municipal League urges the Alaska Legislature to override the \$5 Million veto of AMHS funding for FY2020.

Continued on next page

SYSTEMS

2019-01 The Alaska Municipal League encourages the Alaska State Legislature to consider the development of a Community Dividend.

2019-08 The Alaska Municipal League requests that the Governor and Alaska State Legislature increase capacity within the Office of Management and Budget to evaluate costs to communities of State and Legislative budget and legislative actions; and that the Alaska Municipal League encourage consideration of a municipal impact fiscal note to be included in all relevant legislation prior to submission.

2020-02 The Alaska Municipal League encourages the Legislature to meet as the Assembly of the Unorganized Borough, and to take up its governance as required by the Constitution.

2020-04 The Alaska Municipal League supports rural law enforcement efforts such as the VPO and VPSO programs; and that the Alaska Municipal League recognizes the need to match spending to needs identified by both programs, and for any necessary reform to ensure both public safety and the sustainability of law enforcement efforts in rural Alaska.

2020-06 The Alaska Municipal League acknowledges and appreciates DEC's new policy to test for and analyze a full suite of PFAS compounds; and that the Alaska Municipal League requests that State and Federal action on PFAS continue to occur, including to establish PFAS compounds as eligible for funding, and set allowable limits and standards for cleanup.

2020-07 The Alaska Municipal League supports reform to PERS that includes a complete pay-down of the unfunded liability; and that the Alaska Municipal League conditionally requests that the State also conduct termination studies, small or struggling employers be allowed to opt out of the system, and that the high interest rate on non-payment be eliminated.

2020-08 The Alaska Municipal League supports economic, resource and infrastructure development that benefits local governments, the State of Alaska, and Alaska residents.

2020-09 The Alaska Municipal League supports all and diverse efforts that contribute to a complete count during the U.S. Census.

2020-12 The Alaska Municipal League supports the effort to maximize local self-government, respect local control, and encourage the State to provide additional resources for the adoption of powers and incorporation, including borough formation where feasible.

2020-15 The Alaska Municipal League supports the Legislature's efforts toward consensus on the Permanent Fund Dividend.

2020-17 The Alaska Municipal League opposes any State action that would diminish the ability of local governments to tax or receive a share of State tax on local economic activity.

FEDERAL

2020-13 The Alaska Municipal League supports reform of the USDA Forest Service Secure Rural Schools program to include long-term certainty and sustainability of funding.

2020-14 The Alaska Municipal League supports reform of the PILT funding formula to extend multipliers to smaller population counties (boroughs).

REVENUE

2019-06 The Alaska Municipal League supports the State's consideration of a broad-based tax; and that the Alaska Municipal League stands ready to work with the Alaska State Legislature to mitigate potential negative impacts, as necessary.

2020-16 The Alaska Municipal League supports the sustainability of the Alaska Universal Service Fund (AUSF) and increased investment in rural infrastructure and affordability.

2020-22 The Alaska Municipal League supports funding critical coastal infrastructure throughout the state with general obligation bonds; and that the Alaska Municipal League requests the State Legislature approve a coastal infrastructure general obligation bond to be included on the November 3, 2020 ballot.

**City of Palmer
Information Memorandum No. 20-006**

Subject: Committee of the Whole for General Discussion Regarding Code of Ethics for City Council

Agenda of: June 9, 2020 - Postponed
June 23, 2020 – Postponed
July 14, 2020




Originator Information:

Originator: Mayor Edna DeVries

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Attachment(s):

- Code of Ethics Language
- Public Testimony

Summary Statement/Background:

At the May 26, 2020, Council Meeting, Mayor Edna DeVries requested a Committee of the Whole to discuss possible code of ethics legislation.

Ordinance No. 14-XXX

On Ordinance of the Palmer City Council Enacting Palmer Municipal Code 2.08 Code of Ethics

Chapter 2.08

CODE OF ETHICS

2.08.010 Declaration of policy.

It is declared that:

- A. High moral and ethical standards among the elected and appointed officials and employees are essential to assure the trust, respect, and confidence of the people of this city;
- B. A code of ethics for the guidance of elected and appointed officials and employees will:
 - 1. Discourage the elected and appointed officials and employees from acting upon personal or financial interests in the performance of their public responsibilities;
 - 2. Improve standards of public service; and
 - 3. Promote and strengthen the faith and confidence of the people of this city in public officials and employees;
- C. Holding public office or employment is a public trust, and as one safeguard of that trust, the people require the elected and appointed officials and employees to adhere to a code of ethics;
- D. A fair and open government requires that the elected and appointed officials and employees conduct the public's business in a manner that preserves the integrity of the governmental process and avoids conflicts of interest;
- E. Any effort to benefit a person's financial interest through official action is a violation of the public trust. The council finds that as long as this chapter does not interfere with the full and faithful discharge of the duties and responsibilities of an elected or appointed official or employee, this chapter does not prevent that person from following other pursuits. The council further recognizes that:
 - 1. In a municipality such as the City of Palmer, elected and appointed officials and city employees are drawn from society and therefore often have financial interests in the decisions and policies of local government;
 - 2. People who serve as elected or appointed officials or employees should retain the right to interests of a financial nature;
 - 3. Standards of ethical conduct for elected and appointed officials and employees must distinguish between those minor and insubstantial conflicts that are unavoidable in a free society and those conflicts of interest that are substantial and material;
- F. Unethical conduct is prohibited. However, there is no impropriety if, as to a specific matter, an elected or appointed official or city employee:
 - 1. Has a financial interest in the matter which is insubstantial or which is possessed generally by the public or a large class of persons to which the person belongs; or
 - 2. Performs some duty or has some influence which would have an insubstantial or conjectural effect on the matter;
- G. In order for the rules governing conduct to be respected both during and after leaving public service, the code of ethics must be administered fairly without bias or favoritism;
- H. No code of conduct, however comprehensive, can anticipate all situations in which violations may occur nor can it prescribe behaviors that are appropriate to every situation; in addition, laws and regulations regarding ethical responsibilities cannot legislate morality, eradicate corruption, or eliminate bad judgment; and
- I. Compliance with a code of ethics is an individual responsibility; thus all who serve the city have a solemn responsibility to avoid improper conduct and prevent improper behavior by colleagues and subordinates.

2.08.020 Definitions.

- A. In this chapter, unless the context requires otherwise:

"Appointed officials" means the appointive officers as defined by the Charter as the city manager, city clerk, and city attorney.

"Attorney" means city attorney.

"Benefit" means anything that is to a person's advantage or self interest, or from which a person profits, regardless of the financial gain, including any dividend, pension, salary, acquisition, agreement to purchase, transfer of money, deposit, loan or loan guarantee, promise to pay, grant, contract, lease, money, goods, service, privilege, exemption, patronage, advantage, advancement, or anything of value.

"Business" means a corporation, company, firm, partnership, sole proprietorship, trust or foundation, or any other individual or entity carrying on a business, whether operated for profit or nonprofit.

"Child" means a biological child, an adoptive child, and a stepchild.

"City" means the City of Palmer, its council and administration.

"Clerk" means the City Clerk.

"Compensation" means any money, thing of value, or economic benefit conferred on or received by a person in return for services rendered or to be rendered by the person for another.

"Confidential information" means information exempt from disclosure under PMC 2.90.

"Council" means city council.

"Elected official" means a person who holds elective office or who is appointed to fill a vacancy in elective office.

"Employee" means a permanent, probationary, seasonal, or temporary, whether appointed, and does not include the council members or the city manager, city clerk or city attorney.

"Engaging in business" means submitting a written or oral proposal to supply goods, services or other things of value, or furnish goods, services or other things of value, for consideration.

"Financial interest" means:

1. An interest held by an elected or appointed official or an employee, or an immediate family member of such official or employee, which includes an involvement or ownership of an interest in a business, including a property ownership, or a professional or private relationship, that is a source of income, or from which, or as a result of which, a person has received or expects to receive a financial benefit;
2. Holding a position in a business, such as an officer, director, trustee, partner, employee, or the like, or holding a position of management.

"Gain" means actual or anticipated gain, benefit, profit, or compensation.

"Immediate family member" means:

1. The spouse of the person;
2. A regular member of the person's household;
3. A child, including a stepchild and an adoptive child, of the person and the spouse of any such child;
4. A parent, sibling, grandparent, aunt, or uncle of the person; and
5. A parent or sibling of the person's spouse.

"Official" means a person who is a member of a board, commission or committee of the city whose appointment is subject to confirmation by the council.

"Official action" means a recommendation, decision, approval, disapproval, or other similar action, or withholding action where the person has a duty to act.

"Organization" means a group, association, society, political party, or other entity made up of two (2) or more persons, whether operated for profit or nonprofit.

"Parent" means a biological parent, an adoptive parent, and a stepparent.

"Person" means a natural person, a business, and an organization.

"Source of income" means an entity for which service is performed for compensation or which is otherwise the origin of payment.

1. If the person whose income is being reported is employed by another, the employer is the source of income;
2. If the person is self-employed by means of a sole proprietorship, partnership, professional corporation, or a corporation in which the person, an immediate family member, or a combination of them holds a controlling interest, the "source" is the client or customer of the proprietorship, partnership, or corporation;
3. If the entity which is the origin of payment is not the same as the client or customer for whom the service is performed, both are considered the source.

"Substantial financial interest" means an interest that will result in immediate financial gain or financial gain which will occur in the reasonably foreseeable future. An interest is not substantial if it would not reasonably be expected to affect the actions or judgments of the official or employee concerned.

- B. Construction. This chapter shall be liberally construed to protect the public interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for borough officials and employees.

2.08.030 Prohibited acts.

- A. Official Action. An official shall not participate in any official action in which he or she has a substantial financial interest.
1. Council Member. Consistent with Charter section 3.6 (f), PMC 2.06.130 and PMC 3.21.350, an official who is a voting member of the city council shall publicly disclose any existing or potential financial interest in any matter before the council before debate or vote upon the matter and may not participate in the debate or vote upon the decision unless the financial interest is determined to be not substantial.
 2. Board or Commission Member. Consistent PMC 2.20.331, 2.25.130 C, and 3.21.350, an official who is a voting member of the commission or board shall publicly disclose any existing or potential financial interest in any matter before the board or commission before debate or vote upon the matter and may not participate in the debate or vote upon the decision unless the financial interest is determined to be not substantial.
 3. The question of whether an official who is a voting member of a body has an existing or potential substantial financial interest in a matter pending before the body may be raised by the chair or any other member of the body.
 4. No official may testify before the council, board, or commission without first disclosing any financial interest which the official has in the subject of the testimony.
- B. Business Prohibition.
1. No official may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue.
 2. No official shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the official has a financial interest.
 3. Newly elected or appointed officials who have preexisting contracts with the city may fulfill the terms and conditions of such contracts without penalty.
 4. Officials may engage in business with the city so long as that activity complies with this subsection.
- C. Use of Office for Personal Gain. No official shall seek or hold office or position for the purpose of obtaining anything of value for him or herself, his or her immediate family or a business that he or she owns or in which he or she holds an interest or for any matter in which has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.
- D. Representing Private Interests.
1. No official shall represent, for compensation, or assist those representing private business interests before the council, administration, or any board or commission.
 2. Nothing herein shall prevent an official from:
 - a. Making verbal or written inquiries on behalf of constituents or the general public to elements of city government;
 - b. Requesting explanations or additional information on behalf of such constituents; or
 - c. Making routine contacts with city staff in the normal course of city business such as applications for zoning permits, sales tax preparation or any other city license or permit.
 3. An official may not solicit a benefit or anything of value or accept same from any person for having performed this service.
- E. Confidential Information. An official may not disclose information he or she knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.
- F. Gratuities.
1. No official shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city.
 2. No official shall give a gratuity to another official for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official.

3. Any official who accepts a gift having a value in excess of \$25 shall report such gift to the clerk, if the official may take or withhold action that affects the giver.
4. The clerk shall maintain the report in a public file.
5. As used in this section, "gift" includes any series of gifts from the same donor within any 12 month period, other than meals reciprocated by the official.
6. This subsection does not prohibit accepting:
 - a. A meal;
 - b. Discounts or prizes that are generally available to the public or large sections thereof;
 - c. Gifts presented by employers in recognition of meritorious service or other civic or public awards;
 - d. A candidate for public office accepting campaign contributions;
 - e. An occasional nonpecuniary gift of insignificant value;
 - f. Any gift which would have been offered or given to the person if the person were not an official.
- G. Use of City Property. No official may request or permit the use of city vehicles, equipment, materials or property for a non-city purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.
- H. Political Activities.
 1. Appointed officials and city employees.
 - a. Appointed officials and city employees may not take an active part in a political campaign or other matter to be brought before the voters during his or her normal working hours.
 - b. Nothing herein shall be construed as preventing appointed officials and city employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the city.
 2. Elected officials. Elected officials may participate in political campaigns in the same manner as any citizen, but may not purport to represent the official position of the city as an entity in such campaigns.
 - a. Elected officials may not solicit any assessments, contributions or services from or for any political party when traveling or acting in the capacity of an elected official on behalf of the city.
- I. Influencing Another Elected Official's Vote. An elected official may not attempt to influence another elected official's vote or position on a particular item through contact with an elected official's employer or by threatening financial harm to another elected official.

2.08.040 Representation of city position.

- A. A member of the council shall not represent him or herself as being the official authorized spokesperson for the council on any given issue unless specifically authorized by the council.
- B. A council member when making a public statement or otherwise taking a public position shall state that he or she is expressing a personal opinion unless authorized to speak on behalf of the council.

2.08.050 Aiding and abetting.

It is a violation of this chapter for an official to knowingly aid another official or employee in violation of this chapter. Such aiding a violation will be considered misconduct on the part of such official.

2.08.060 Persons who may file complaints.

- A. Any person may file a complaint against any elected or appointed official alleging a violation of the provisions of this chapter.
 1. All complaints under this chapter shall be made in writing signed by the complainant affirming that the facts stated in the complaint are true.
 2. The complainant shall identify the Palmer Municipal Code section that was allegedly violated or how the complainant believes the Code was violated, a description of the evidence, and the name of the complainant and contact information.
- B. A complaint must be filed within one (1) year of the alleged violation.
- C. A complaint shall be submitted to the clerk. If the complaint is regarding the clerk, the complaint shall be submitted to the attorney.
- D. Upon receipt, the complaint shall be dated and numbered and a copy shall be forwarded to the attorney who shall review the complaint to determine whether it contains the required information, is in the

required form, and alleges facts which, if found to be true, could form the basis for a violation of this chapter.

1. Upon a determination that the complaint satisfies these requirements, the attorney shall forward the complaint to the entity authorized to address the complaint under PMC 2.08.070.
2. If the complaint fails to meet one (1) or more of these requirements, the attorney shall notify the clerk of the deficiencies, and the clerk shall reject the complaint and notify the complainant of the rejection and the reason(s) for the rejection.
3. A rejected complaint may not be refilled sooner than ten (10) days after the date of rejection. Rejection of a complaint does not preclude other remedies a complainant may wish to pursue, including but not limited to an original action in the appropriate state court.
4. If the complaint is about the attorney, the clerk shall conduct the review and provide notice of any deficiencies as called for in this subsection.

2.08.070 Authority to address complaints.

- A. In the case of an elected official, appointed official, manager, clerk, or attorney, the hearing officer shall be the reviewing authority.
- B. In the case of an employee supervised by the manager, the manager or designee shall be the reviewing authority.

2.08.080 Hearing officer.

- A. If the attorney determines the complaint is sufficient and there is probable cause that an official may have violated this chapter, the attorney shall select an independent hearing officer to preside over the investigation. The hearing officer shall be a private attorney or an individual trained as an administrative hearing officer. The hearing officer shall not be an employee of the City.
- B. The hearing officer shall conduct an investigation so as to be completed within 60 days of receipt of the complaint from the clerk. The hearing officer can, for good cause shown by any person, including the hearing officer, extend the time limit by 30 days.
- C. The hearing officer has the power to:
 1. Consider any timely challenge to the sufficiency of the complaint or probable cause determination raised by the official and dismiss the complaint if appropriate. If dismissed, both the complainant and official shall receive written notice of the dismissal and the reasons for the dismissal;
 2. Administer oaths, hold hearings and take testimony;
 3. Upon application by a party to the hearing or upon his or her own order, issue subpoenas in the manner prescribed by Rule 45 of the Alaska Rules of Civil Procedure, to require the presence of witnesses and the production of records, books and papers at the hearing;
 4. Order testimony to be taken in person or by deposition; and
 5. Require any person to submit in writing such reports and answers to questions relevant to the proceedings conducted and the hearing officer may prescribe that such submission be made within a certain period of time, under oath or otherwise.
- D. Failure or refusal to obey a subpoena issued under this chapter is punishable as contempt in the manner provided by law and court rule. The superior court may compel obedience to the subpoena in the same manner as prescribed for obedience to a subpoena issued by the court.
- E. The hearing officer may convene a prehearing conference for the following:
 1. To set a time and place for the hearing;
 2. For stipulation as to matters of fact;
 3. To simplify issues;
 4. To identify and schedule prehearing matters including any pretrial discovery procedure usually available in civil actions; and
 5. To resolve other similar matters before the hearing.
- F. The complainant or his or her representative or private counsel may participate in the hearing process and may introduce testimony or additional evidence.
- G. The official may be represented by private counsel of his or her own choosing. The official shall have an opportunity to:
 1. Challenge the sufficiency of the complaint;

2. Examine all documents and records obtained by the hearing officer or the clerk;
 3. Bring witnesses;
 4. Establish all pertinent facts and circumstances;
 5. Question or refute testimony or evidence including the opportunity to confront and cross-examine adverse witnesses; and
 6. Exercise, to the extent the hearing officer in his or her discretion determines to be just and reasonable, any pretrial discovery procedure usually available in civil actions.
- H. The Alaska Rules of Evidence do not apply to the admission of evidence in a hearing; however, the hearing officer's findings must be based upon reliable and relevant evidence. All testimony and written evidence taken at the hearing must be preserved. Upon request, a copy of the testimony and written evidence must be furnished to the respondent.
- I. After the hearing officer has completed the investigation, the hearing officer shall make written findings of facts and conclusions of law. The hearing officer may take any action or combination of actions which the hearing officer deems appropriate including, but not limited to, the following:
1. Dismiss the complaint for insufficiency or other grounds;
 2. Determine that no violation of this chapter has occurred; or
 3. Determine that there are facts sufficient to constitute a violation of the chapter.
- J. If the hearing officer finds that the official has violated this chapter, the hearing officer shall determine that the official be subject to either or both of the following:
1. Public censure;
 2. A civil fine of not more than \$300.00.
- K. The hearing officer's determination is final and shall be delivered to the official and mailed to the complainant within 10 working days of the final decision. An appeal from a decision of the hearing officer may be taken to the superior court in accordance with the Alaska Rules of Appellate Procedure.

2.08.090 Judicial penalties.

Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the investigating entity with the intent to mislead, upon conviction thereof, shall be punished by a fine of up to three hundred dollars (\$300).

2.08.100 Invalid actions.

- A. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the city but only by action of the council.
- B. Any permit, license, ruling, determination, or other official action of an agency applied for or in any other manner sought, obtained or undertaken where the beneficiary knew or should have known of a violation of any of the provisions of this chapter may be invalidated by the council, as applicable.

2.08.110 Relationship to other laws.

The procedures and penalties provided in this chapter are supplemental and do not limit either the power of an agency to otherwise discipline officials or employees or to take appropriate administrative action to adopt more restrictive rules. This chapter is intended to replace the common law regarding conflicts of interest with respect to elected officials and employees. Other than superseding the common law, nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

2.08.120 Severability.

The invalidity of any section, subsection, provision, clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.



City of Belmont

Code of Ethics and Conduct For Elected and Appointed Officials

*"Always do right. This will gratify some people and
astonish the rest."*

-- Mark Twain

Adopted June 10, 2014 by Resolution No. 2014-095
Amended February 11, 2016 by Resolution No. 2016-019
Amended February 2, 2017 by Resolution No. 2017-008

Policy Purpose

The Belmont City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Belmont's City government.

A. ETHICS

The citizens and businesses of Belmont are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Belmont and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of Belmont in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. **Communication.** For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the

Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Belmont, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Belmont City government as outlined in the Belmont City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Belmont.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) *Practice civility and decorum in discussions and debate*
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (c) *Avoid personal comments that could offend other members*
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- (d) *Demonstrate effective problem-solving approaches*
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Elected and Appointed Officials' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) *Be welcoming to speakers and treat them with care and gentleness.*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- (b) *Be fair and equitable in allocating public hearing time to individual speakers.*
The chair will determine and announce limits on speakers at the start of the public hearing process.
- (c) *Practice active listening*
It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.
- (d) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- (e) *Ask for clarification, but avoid debate and argument with the public*
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. **Elected and Appointed Officials' Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) *Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) *Do not get involved in administrative functions*

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) *Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) *No Attorney-Client Relationship*

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. **Council Conduct with Boards, Committees and Commissions**

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- (a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*
 Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- (b) *Limit contact with Board, Committee and Commission members to questions of clarification*
 It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.
- (c) *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*
 The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."
- (d) *Be respectful of diverse opinions*
 A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.
- (e) *Keep political support away from public forums*
 Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. SANCTIONS

- (a) *Acknowledgement of Code of Ethics and Conduct*
 Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Behavior and Conduct*

The Belmont Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Belmont City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Belmont and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the

allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of Belmont Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

Norma Alley

From: Lisa Albert-Konecky <lalbertkonecky@gmail.com>
Sent: Tuesday, June 9, 2020 1:34 PM
To: Norma Alley
Subject: IM 20-006 Code of Ethics

Good Evening Mayor, Council Members and Staff Members;

Our community group supports passing the concepts of the memorandum called "IM 20-006 Code of Ethics" to further promote ethical behavior within the Palmer City Council. We look forward to serious and robust discussion regarding this memorandum and having it passed into a City of Palmer Ordinance.

We agree especially with the following wording taken from the IM 20-006 attachment:

11. Use of Public Resources. Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

Sincerely,

**Lisa Albert-Konecky, Katherine Bishop, Mary Olson
St. Michaels Local Organizing Ministry**



Virus-free. www.avast.com

**City of Palmer
Information Memorandum No. 20-007**

Subject: Committee of the Whole for General Discussion Regarding CARES Act Funding

Agenda of: June 9, 2020 – Postponed
June 23, 2020 – Postponed
July 14, 2020




Originator Information:

Originator: Interim City Manager Brad Hanson

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ _____

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Department of Commerce, and Economic Development Grant Agreement
- CARES Act Guidance
- Public Testimony

Summary Statement/Background:

The city of Palmer will receive disbursements of CARES act funding the amount of 7,566,546.24. The disbursements will come in installments of \$3,926,688.24 and when 80% of that funding has been expended the city will receive the final two installments of \$1,819,929.00.

Included in the packet is general guidance of allowable expenditures. Generally the city is able to spend this money on non budgeted unanticipated expenses, as they relate to the public health emergency and economic relief for businesses (for profit and non-profit) and residents.

Staff recommends development of three primary areas for allocation to programs. The first is to cover the actual costs incurred by the city for mitigation of COVID-19 pandemic expenses. Since the beginning of this event, the city finance department has categorized expenses to accurately account these expenses. These expenses range from purchase of personal protective equipment (PPE) and sneeze guard equipment. The U.S. Treasury recent guidance allows for eligibility for certain payroll expenses.

The second recommended program is a utility abatement program. Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to utility account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

The third program is a business and non-profit grant program. Local organizations deemed non-essential during required closures have suffered greatly during this public health emergency. It is important that funds are quickly injected into our local economy in order to minimize the number of businesses that can not reopen because of loss of revenue. A program should include businesses that remit sales tax and those that do not. Determination of how many businesses were affected is relatively easy to determine. Non-profit and organizations that are not required to remit a sales tax form will require a different criteria for allocation of grant funds.

Elements of a grant program that should be considered by the council are allocation amounts to different program areas, eligibility, compliance, and reporting.



**DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC
DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS**

**CORONAVIRUS RELIEF FUND
Grant Agreement**

Grant Agreement Number		Vendor Number	Amount of Federal Funds	
			\$7,566,546.24	
GAE	Appropriation Unit	Lapse Date	Project Title	
			Section 601(a) of the Social Security Act as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136)	
Grantee			Department Contact Person	
Name			Name	
City of Palmer			Lynn Kenealy	
Street/PO Box			Title	
231 W Evergreen Ave			Local Government Specialist	
City/State/Zip			Street/PO Box	
Palmer, Alaska 99645			550 West 7 th Ave, Suite 164	
Contact Person			City/State/Zip	
			Anchorage, AK 99501	
Phone	Fax		Phone	Fax
			907-269-8122	907-269-
Email			Email	
			ResourceDesk@alaska.gov	

AGREEMENT The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **Insert Name of Locality** (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee the identified amounts under the terms outlined in this Agreement. The amount of the payment is based upon expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$ Insert total amount of grant.**

Section II. The Grantee shall only use the funds provided under this Agreement to reimburse itself, or to pay necessary expenses incurred, as a result of the public health emergency stemming from the Coronavirus Disease 2019 (COVID-19).

Section III. The Grantee may only use the funds provided under this Agreement for expenses that were not accounted for in its most recently approved budget as of March 27, 2020; and that were incurred during the period of March 1, 2020 and December 30, 2020. Unexpended funds must be returned to the State on or before March 30, 2021.

Section IV. The Agreement consists of this page and the following:

- ATTACHMENTS
- Attachment A: Scope of Work
Attachment B: Payment Method
Attachment C: Standard Provisions

- AMENDMENTS
- Any fully executed amendments to this Agreement

- APPENDIX
- Appendix A: State Laws and Regulation

Grantee	State of Alaska Approvals
Signature	DCEED Signature
Printed Name and Title	Printed Name and Title
Date	Date
	OMB Signature
	Printed Name and Title
	Date

Reviewed by: _____

Attachment A Scope of Work

1. Authorized Use of Grant Funds

The purpose of the grant funds is to provide Grantee with funding available under Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Expenditures must be used for actions taken to respond to the public health emergency declared by the Governor on March 11, 2020. Such actions may include expenditures incurred to allow Grantee to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Grant payments may be used only to cover costs that were not accounted for in the Grantee’s budget most recently approved as of March 27, 2020. A cost meets this requirement if either: (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Grantee, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Grantee in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account. A cost is “incurred” when the Grantee has expended funds to cover the cost.

Expenditures using Fund payments must be “necessary.” Funds provided to Grantee as a direct payment from the State of Alaska pursuant to this grant agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Alaska.

Any funds provided pursuant to this grant agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Funds received pursuant to this grant agreement cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

2. Grant Budget

Payment Allotments	Payment Amounts
Payment 1	
Payment 2	
Payment 3	
Total Grant Funds	

3. Grant Management

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For unincorporated communities, the highest-ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

4. Reporting

The Grantee shall submit a completed COVID-19 Expenditures by Community Report Form provided by the Office of Management and Budget each month, during the life of the Grant Agreement. COVID-19 Expenditures by Community Report Forms are due to the Office of Management and Budget thirty (30) days after the end of the month being reported. The report period is the first of the month through the last day of the month. The final COVID-19 Expenditures by Community Report must be submitted within thirty (30) days following completion of the grant.

Attachment B Payment Method

1. Advance Payment

Payments will be made to Grantees in advance of demonstrated need to respond to the public health emergency in three separate payments. Second and third payments will only be made when at least 80% of the prior payments have been expended. Payments by the State of Alaska to Grantee do not constitute approval of funds expended by Grantee. By making payment to Grantee, the State of Alaska makes no representations, express or implied, that Grantee has complied with the federal requirements governing Coronavirus Relief Funds.

Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

2. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

Attachment C

Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

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

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to grant performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the Grant is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the Grant during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of the Grant period when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the Grant funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the operation of the Grant and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the operation of the Grant.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired with Grant funds be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.
- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Grant Agreement which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that any permits required under this Grant Agreement by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. .

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on Grant funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at http://doa.alaska.gov/dof/ssa/audit_guide.html.

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A

State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant, or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant, or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste-Water Disposal Permit
- Water Well Permit

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

June 3, 2020

Dear Mayors, Council Members and Assembly Members,

thread, Alaska's Child Care Resource & Referral Network, thanks you for your leadership during the COVID-19 pandemic. **As Alaska reopens, thread urges you to give financial support to licensed child care, a critical community infrastructure needed to reopen safely and responsibly.**

Specifically, we urge you to invest a minimum of 10% of the federal CARES Act funding allocated to your City/Municipality/Borough by the Alaska State Legislature to support licensed child care programs in your community. Prior to COVID-19, the early childhood education sector represented nearly 500 child care programs and employed 7,000 Alaskans statewide.

Licensed Child Care is Essential for Alaska

Licensed child care is an essential state infrastructure and a vital part of our economic recovery. Working families cannot continue to go to work or return to the workplace without it. A lack of licensed child care will be a significant barrier to businesses reopening successfully.

While child care has been on the frontlines of the pandemic, nearly 50% of licensed child care programs were temporarily closed. Child care businesses operate on razor-thin margins, and have fewer resources available to them than public schools. The COVID-19 pandemic has pushed many of these small businesses to the brink of permanent closure.

We must ensure child care is there to support Alaska's families and businesses. To do this safely and responsibly, it requires child care programs to:

- Implement new health and safety measures for the physical and mental health, safety, and well-being of children, staff, and their families.
- Hire and train new staff to replace those exiting the field due to health concerns and/or other employment opportunities.
- Increase staffing to cover substitutes needed for employees who are out, and accommodate for static groups and additional sanitizing and health checks.
- Provide smaller group sizes and more space per child to ensure physical distancing.
- Have access to necessary supplies (e.g., cleaning supplies, diapers, etc.).
- Be able to support parents transitioning their children back to care.

These are only a few of the *many* factors child care programs are considering to stay open or reopen. This situation is stressing an already fragile system by increasing the cost of care for programs and families.

thread estimates child care across Alaska will need \$10 million per month throughout the pandemic and recovery process. In order for child care to weather this crisis, thread has the following recommendations.

Recommendation 1: Ask the State of Alaska to Fulfill its Promise to Child Care

In April, the State of Alaska Department of Health and Social Services (DHSS) Child Care Program Office (CCPO) announced a Capacity Funding program to support and stabilize licensed child care.

The State promised to pay child care programs for March, April, and May based on their February enrollment numbers. The March funding was paid, but **there is an approximate \$20 million funding gap for April and May**. We have heard from numerous child care programs that they are reliant on this aid to make it through the initial crisis period.

thread is urging the State of Alaska to fulfill its promise to stabilize the sector, and asks that you join us in this request. Please ask DHSS Commissioner Adam Crum to use his authority and Department CARES Act resources to fully fund the child care payments for April and May.

Recommendation 2: Prioritize Ongoing Funding for Local, Licensed Child Care

thread recognizes the support needed for child care exceeds the State of Alaska Capacity Funding program, and the Alaska State Legislature has recently allocated CARES Act funding to your local government.

thread recommends you prioritize child care by allocating a minimum of 10% of your federal CARES Act funding to support local, licensed child care through 2020. This funding would be in addition to the State Capacity Funding program (Recommendation #1). The City and Borough of Juneau recently voted to approve over \$1 million for child care sustainability grants. We urge you to follow their lead.

An investment in child care will produce one of the highest returns for generating economic recovery in your community. For every child care teacher that is supported to return to a child care program, an average of eight parents are able to return to work.

thread advocates that any local financial aid for child care is administered with no restrictions and ease of access in mind. There are several vehicles available for deploying these benefits to ensure aid reaches programs swiftly. One example would be to administer block grants by licensed child care program type. **thread** is available to assist in advising and/or deploying such assistance. We also ask you to consider how to support and provide child care with critical supplies to protect themselves, the children they serve, and their families. Access to cleaning supplies, PPE, and other safety precautions are desperately needed.

thread is gaining public support for this recommendation through an open petition calling for State and local support of \$10 million per month for child care throughout this crisis. The petition has over 600 signatures and counting. (threadalaska.salsalabs.org/promisetochildcare)

Alaska's reopening and economic recovery depends on child care being there for families. **thread** recognizes the struggle many families are facing during this pandemic. Prioritizing support for licensed child care programs means parents will have access to care as they make decisions about work and how best to support their families at this time.

As you make decisions in supporting your community during the COVID-19 pandemic, the above recommendations are intended to provide guidance for ensuring children and families are healthy and safe, and child care survives. We are happy to be a resource in your decision-making and thank you for making child care a top priority for stabilizing our economy and community infrastructure for families.

Sincerely,



Stephanie Berglund, MSW
CEO of **thread**, Alaska's Child Care Resource and Referral Network
(907) 265-3101 | sberglund@threadalaska.org



Alicia Berka
Executive Director, **thrivAlaska**
(907) 479-0900 | aberka@thrivalaska.com



Joy Lyon
Executive Director, AEYC Southeast Alaska
(907) 789-1235 | jllyon@aecy-sea.org

Norma Alley

From: Stephanie Allen <sallen@unitedwaymatsu.org>
Sent: Tuesday, June 9, 2020 5:00 PM
To: Norma Alley
Subject: Testimony for June 9th Meeting

Dear Norma,

I would like to submit testimony for tonight's City Council Meeting.

First, regarding Ordinance No. 20-006: Amending the Zoning Map for Cedar Hills to rezone parcel from Commercial Limited to Public Use:

- Many benefits exist for expanding our community's emergency services infrastructure. As a resident of the Cedar Hills Subdivision, I see the value in growing emergency infrastructure, yet am concerned about adequate noise buffering between the Ambulance Station and the neighborhood which consists of 300+ residences. It would be critical that a sufficient barrier and noise buffer be incorporated into the development.
- With a conversation that involves Cedar Hills, it is noteworthy to mention that the subdivision doesn't have a connected path or trail into Palmer yet although it is in the City limits. Staff member Sandra Garley identified this need more than ten years ago in conjunction with Safe Routes to Schools. In 2012, a trail from Cedar Hills into the City was presented at the City of Palmer's capital projects fair and got the 2nd most votes from the community just behind Grow Palmer. This continues to be a top ten priority for the City's Park and Rec Board as well, but with no progress. With more than 300 homes in this residential area, pedestrian dangers exist with no safe routes or paths. City neighborhoods should provide paths or trails that invite walking, bicycling, connectivity, physical activity, transportation options, and play.
- I ask that the planning and development of the Ambulance Station not only address effective noise buffering but also includes a solution to a safe and dedicated trail or path that connects Cedar Hills to the existing trail system within the City of Palmer.

Second, regarding Information Memorandum No. 20-007: Committee of the Whole for General Discussion Regarding CARES Act Funding:

- What a blessing to have this Federal funding coming into our community to help with expenses related to preventing to and responding to COVID 19. In addition to the eligible city expenses for modifications, adaptations, incurred payroll expenses for responding to the pandemic and purchasing of PPE and other necessary supplies for city staff, please consider setting aside some funding that is dedicated to individual needs such as utility assistance, rent/mortgage assistance, and child care assistance for Palmer residents. Unemployment for those affected will end in July and many households are struggling. In addition to helping Palmer businesses return to work, please also consider dedicated some CARES funding to infrastructure which is also very much needed and identified during the pandemic such as enhancement to technology connectivity and distance-delivery of services.

Thank you so much.

Stephanie Allen

Adam Crum
Commissioner

dhss.alaska.gov



Department of Health
and Social Services

Anchorage, Alaska

STATE OF ALASKA

PRESS RELEASE

FOR IMMEDIATE RELEASE

Contact: Clinton Bennett, DHSS, (907) 269-4996, clinton.bennett@alaska.gov

Additional funding available for child care providers through Alaska's CARES funding

June 18, 2020 ANCHORAGE — The Alaska Department of Health and Social Services Child Care Program Office (CCPO) has received an additional \$10.5 million to be distributed to Alaska's child care providers to offset revenue lost during April and May for the care of children who are not eligible for child care assistance. This funding is for April and May combined.

"I'm glad to be guiding more funding to our child care providers, as we recognize their important role in continuing to reopen Alaska responsibly," said Commissioner Adam Crum. "We found that the funding available to this sector was not coming fast enough, so under direction from Governor Mike Dunleavy, we were able to use State of Alaska CARES dollars to provide additional money for those businesses that care for our children."

This new funding is in addition to previous funding provided through the CCPO. In April, the CCPO received approximately \$6.4 million from the CARES Act through the U.S. Administration for Children and Families (ACF) for child care assistance, along with \$2.6 million in State of Alaska CARES Act funds. Those funds have already been disbursed to providers to cover March 2020 expenses.

To distribute this new funding as equitably as possible for children who are not eligible for child care assistance, the CCPO will pay providers according to the following plan:

- CCPO will pay providers for the revenue lost from private payment sources as a result of the COVID-19 pandemic, using a provider's license capacity multiplied by a flat rate.
- If a provider was open at any time during the month of April and/or May, the flat rate per child will be \$400. If a provider was closed for the entire month of April and/or May, the flat rate per child will be \$200, regardless of attendance.
- The child care assistance funds that providers are currently eligible for will continue to be paid going forward.
- All licensed providers will receive a payment based on their licensed capacity for April and May. There is no need for any additional documentation to be submitted to the CCPO office.

This is one-time funding using State of Alaska CARES dollars. The CCPO has issued 100% of the federal capacity grants from ACF and does not anticipate any additional payments to assist in capacity building. The CCPO recognizes that many businesses are starting to re-open or operate back at their full license capacity. In addition to these additional capacity-based dollars, providers are encouraged to apply for relief funds through their local municipalities, nonprofit relief through the Alaska Community Foundation, and through the [AK CARES grant program](#). Providers who have questions can email CCPO at ccpo@alaska.gov.

###

Licensed Child Care is Essential for Alaska

Child care is an essential state infrastructure and a vital part of Alaska’s economy. Alaska’s response to the COVID-19 pandemic must include the early childhood education sector. Prior to COVID-19, this sector was fragile, with child care programs operating on razor-thin margins and a workforce getting by on poverty level wages. Many child care programs have now been pushed to the brink of permanent closure due to the pandemic’s interruption to business. **Access to affordable, high-quality child care programs is needed for businesses and families to return to work successfully. thread recommends a minimum local investment of 10% of the federal CARES Act funding for licensed child care programs.** Without this investment, Alaska will struggle to fully reopen and recover.

! The Challenges

Alaska’s child care sector is facing serious challenges in the wake of the coronavirus.

Business interruption: The demand for child care is fluctuating as families grapple with returning to the workplace safely or unemployment. Without steady enrollment, child care programs are faced with uncertain or reduced income revenue and growing expenses to stay open and operate safely.

Elevated health and safety requirements: Child care programs must enforce an intensified level of health and safety protocols and procedures for ongoing mitigation, screening, and sanitation. This requires more supplies, staff time, and training.

Physical distancing: Child care must support physical distancing within the program, which results in smaller group sizes and ratios, and the need for more staff.

Supplies: Child care programs need cleaning and disinfecting supplies and equipment, personal protective equipment, screening equipment, and sanitizing solutions to protect the staff and children they serve.

Labor: The demands on the early childhood workforce are increasing with new ratio recommendations, health and safety protocols, and the health risks. Programs are having to offer higher compensation and flexibility to support staff. Additionally, some early educators are not returning to the classroom due to the health risk which is leaving positions vacant and more staff needed.

Behavioral Health: Child care programs need access to early childhood mental health consultation and other behavioral health supports and services to support children, families and staff experiencing trauma during this time.

All of these factors are challenging child care’s survival. Financial support is needed now for programs to open, remain solvent, and be available for our community.

Desired Impact

An investment in Alaska’s child care system will produce the following results:

For Families

- Return to their workplace
- Reduced cognitive load trying to figure out child care
- Reduced stress because they have access to safe and healthy child care programs

For Employers

- Increased availability of workers
- Reduced absenteeism
- Higher productivity due to less distractions from trying to solve child care struggles

For Community

- Reduced coronavirus transmission within child care
- Families and businesses contributing to the economy

For Licensed Child Care Programs

- Business resilience and program stabilization
- Operating safely and effectively
- Support for social and behavioral health concerns of staff and children

For Children

- Safe, healthy, learning and loved
- More predictable routines, which adds resiliency during traumatic times
- School readiness



Recommendation: Provide Child Care Funding Relief

thread recommends investing a minimum 10% of the federal CARES Act funding allocated to local governments by the Alaska State Legislature to support open, licensed child care programs in local communities. Licensed child care programs are regulated by the State of Alaska, and provide safe and healthy learning environments for young children. Providing funding will help licensed child care programs to continue to operate safely and effectively in response to the COVID-19 public health emergency. **thread** is providing two potential funding models for consideration in local decision making.

Funding Model 1: Program Block Grant Based on Program Type/Capacity

Distributes the funding based on the type and size of the program, specifically using the child care program's licensed capacity number. This allows programs to strengthen and stabilize their business based on the licensed capacity (or the total number of children that can be served). It also assumes programs with multiple sites will receive funding for each licensed site. For example:

Program Block Grant Proposed Funding Model*			
Child Capacity	# Programs	Monthly Payment/ Program	Total 6-Month Payment/Program
1-12	5	\$12,500	\$375,000
13-45	5	\$20,000	\$600,000
46-74	1	\$35,000	\$35,000
Over 75	1	\$45,000	\$45,000

*Model does not represent actual programs.

Funding Model 2: Program Grant Based on Licensed Capacity

Distributes the funding using a per child flat rate based on the child care program's licensed capacity number. **thread** recommends a minimum investment of \$500 per child per month. For example:

Program Grant Based on Licensed Capacity Proposed Funding Model*			
Child Capacity	Flat Rate/Child	Monthly Program Payment (Capacity x Flat Rate/Child)	Total 6-Month Program Payment
10	\$500	\$5,000	\$30,000

*Model does not represent actual programs.

In both models the following funding guidelines are recommended:

Purpose funding for COVID-19 related costs and expenses under two categories:

- o Costs related to business interruption caused by COVID-19; and
- o Costs related to compliance with the State of Alaska and the Center for Disease Control (CDC) public health guidelines relating to COVID-19.

Structure funding guidelines for flexibility and ease of access. Each child care program is facing unique business challenges. Programs need flexibility in determining how best to address their particular needs within the proposed two categories. Specific recommendations to provide flexibility with the funding are:

- o Allow expenditures to go towards any purpose within the two proposed categories.
- o Award funding either one time or on a monthly basis.
- o Allow for multi-year expenditure (at a minimum 2020, 2021) of the funds to address the long-term work needed to stabilize programs.
- o Allow eligibility regardless of application or receipt of other federal, state, or local COVID-19 funding.

CONTACTS

Southcentral Alaska:
Stephanie Berglund
sberglund@threadalaska.org

Northern/Interior Alaska:
Alicia Berka
aberka@thrivalaska.com

Southeast Alaska:
Joy Lyon
jlyon@aeyc-sea.org

**City of Palmer
Resolution No. 20-017**

Subject: Authorizing the Appropriation of Expenditures for the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds


Agenda of: July 14, 2020

Council Action: **Approved** **Amended:** _____
 Defeated




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
X	Community Development		06/24/2020
X	Finance		06/24/2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **7,566,546.24**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 7,566,546.24
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 56-01-10-6XXX Fund 56 CARES Act Funds Special Revenue
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Resolution No. 20-017
- Draft Small Business CARES Grant Application
- Draft Non-profit CARES Grant Application
- Draft Non-profit CARES Competitive Grants

Summary Statement/Background:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This act included numerous federal funding opportunities for the State of Alaska for response and mitigation for the COVID-19 public health crisis. The programs that the State of Alaska developed included a statewide distribution of \$562,500,000 to boroughs and local governments. The time frame for the use of these funds is from March 1 through December 30, 2020.

On May 26, 2020, Palmer City Council approved resolution 20-015 accepting the City's share of Coronavirus Relief Funds in the amount of \$7,566,546.24 for costs that are for necessary expenditures incurred due to the public health emergency of COVID-19.

City of Palmer administrative staff consisting of John Moosey City Manager, Brad Hanson Community Development Director and Gina Davis Finance Director gave consideration to a range of programs for the best utilization of CARES Act Funds taking into consideration the guidance provided by the US Treasury and how to best support the long-term recovery of our local economy and the citizens of Palmer. The programs that were developed consist of the following:

- 1) Small Business CARES Grants
- 2) Non-profit CARES Grants
- 3) Non-profit CARES Competitive Grants
- 4) City Utility Abatement
- 5) City Mitigation Expenditures
- 6) City Resiliency and Recovery

\$3,000,000 – Small Business CARES Grants. This allocation includes grant awards to qualifying City of Palmer businesses affected by COVID-19 to offset impacts or to provide mitigation. The grants will be \$2,500, \$5,000, \$7,500 and \$10,000 based on annual revenues and certain criteria including a valid City of Palmer business license as of March 1, 2020, the business is physically located in Palmer City limits, a 10% reduction in revenues from 2019 to 2020 and under 50 employees. The Small Business CARES Grants program will be open from 8:00 am on July 20, 2020 through 5:00 pm August 14, 2020, with weekly disbursements to qualifying businesses. This program will be on a first come first serve basis. The City will administer the grant program.

\$350,000 – Non-profit CARES Grants. This allocation includes grant awards to qualifying City of Palmer nonprofits affected by COVID-19 to offset impacts or to provide mitigation. The grants will be \$2,500, \$5,000, \$7,500 and \$10,000 based on annual revenues and certain criteria including a valid City of Palmer business license as of March 1, 2020, the nonprofit is physically located in Palmer City limits, provides a service, activity or events to Palmer residents or businesses and under 50 employees. The Nonprofit CARES Grants program will be open from 8:00 am on July 20, 2020 through 5:00 pm on August 14, 2020, with weekly disbursements to qualifying nonprofits. This program will be on a first come first serve basis. The City will administer the grant program.

\$400,000 – Non-profit CARES Competitive Grants. This allocation includes grant awards to qualifying City of Palmer nonprofits affected by COVID-19 to offset impacts or to provide mitigation. This is a competitive program for City of Palmer nonprofits with annual revenues greater than \$500,001. This program will be based on a scoring criterion. Those who wish to participate in the competitive program

will not be eligible for a grant under the non-competitive grant program. The Nonprofit CARES Competitive Grants program will be open from 8:00 am on July 20, 2020, through 5:00 pm on July 31, 2020. Applications will be scored by a committee consisting of members of the City of Palmer Finance and Community Development Departments. Distribution of funds will be prorated amount based on the number of qualifying applicants, individual applicant scores and amount of funding allocated to the competitive nonprofit grant program. Grant award amounts and recipients will be announced by August 7, 2020. The City will administer the grant program.

\$1,000,000 – City Utilities Subsidization Program. This allocation will provide residents, businesses and non-profits with City utility accounts relief due to COVID-19 impacts. This program is currently being developed further. The City Manager will update the council on this program once the details have been determined. The City will administer this program.

\$300,000 – City Mitigation Expenditures. This allocation includes reimbursement of eligible City expenditures directly related to mitigating the spread of COVID-19, which the City is currently documenting. These expenses include PPE for the health and safety of City employees and residents due to the public health emergency. All expenditures from this category will follow all City code requirements.

\$2,516,546.24 – City Resiliency and Recovery. This allocation will include City of Palmer project-based expenditures intended to mitigate the impact and community spread of COVID-19. All project-based expenditures from this category will follow all City code requirements.

Administration’s Recommendation:

Approve Resolution No. 20-017 appropriating expenditures of the CARES Act Funds.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Public Hearing Date: July 14, 2020
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 20-017

A Resolution of the Palmer City Council Authorizing the Appropriation of Expenditures in the Amount of \$7,566,546.24 for the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funds also Known as Coronavirus Relief Funds

WHEREAS, on May 26, 2020, Palmer City Council accepted the Coronavirus Relief Funds in the amount of \$7,566,546.24 for Costs that are for necessary expenditures due to the Public Health Emergency due to Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community, and Economic Development; and

WHEREAS, the City administration has developed six programs for the disbursement of these funds through Small Business CARES Grants, Non-profit Cares Grants, Non-profit CARES Competitive Grants, City Utilities Subsidization Program, City Mitigation Expenditures and City Resiliency and Recovery Program.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby appropriates \$7,566,546.24 of the Coronavirus Relief Funds for necessary programs and city expenditures due to COVID-19 mitigation and economic recovery.

Approved by the Palmer City Council this ____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



City of Palmer • Finance Office
231 W. Evergreen Avenue, Palmer, AK 99645

Phone: 907-745-3271 • Fax: 907-745-0930

www.palmerak.org

CARES Grant Application - Business

Primary Contact Information:

Name of Business: _____

Contact Name(s): _____

Mailing Address: _____

Phone Number(s): _____

Email: _____

Type of business:

Sole proprietorship

Partnership

Limited Liability Corporation

S Corporation

C Corporation

Other, please list: _____

IRS Employer Identification #: _____

Sole proprietors may provide a Social Security Number OR Individual Tax Identification Number

If your organization is a business, list all individuals* and organizations that own 50% or more:

Name: _____

Name: _____

General Eligibility Guidelines

Yes No City of Palmer business license as of March 1, 2020.

Yes No Does your business have a physical location in Palmer city limits?

(This could be an office, store, restaurant, home-based business, including leased or owned)

Yes No Is your business a franchise or chain?

Were your 2019 gross annual revenues:

\$50,000 or less

\$50,001 to \$250,000

\$250,001 to \$500,000

\$500,001 or more

Income verified by:

Sales tax return remittance forms

2019 Federal income tax return

Other

Yes No Has your business filed for bankruptcy since March 1, 2020?

How has your business been harmed by the COVID-19 pandemic? Check all that apply:

- Full or partial closure due to state emergency order.
 - Forced to lay off or not pay one or more employees.
 - A loss of monthly revenue of 10% or more.
 - Direct expenses associated with COVID-19 health emergency.
- Yes No Are your losses related to the COVID-19 pandemic?
- Yes No Does any owner, owner's spouse, or household member work for or serve in an official capacity for local or state government? If yes, please explain: _____

Businesses Ineligible for CARES Grant:

- Itinerant Vendors
- Nationally Owned Chains
- Publicly Traded Companies
- Employers with more than 50 employees

- Yes No **DISCLAIMERS - Please confirm your understanding of these disclaimers**
1. Application for the grant DOES NOT GUARANTEE award of funding.
 2. The total amount awarded will be based on funds available.
 3. Grant applications will be processed as they arrive. Program will be first come first served.
 4. All businesses receiving funding MUST complete a W-9 prior to receipt of funding.
 5. It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.
 6. Grantee will be required to submit a final report by November 1, 2020, detailing how funds were used. Use of funds must comply with allowable expenses.

CERTIFICATION

As an official signer for my business, I certify that all the information provided in this application is true and accurate. I also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

Signature

Date

Applications must be received between 8:00 a.m., July 20, 2020 through 5:00 p.m., August 20, 2020.
 Applications may be submitted by email to grantsadmin@palmerak.org
 OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska.

City of Palmer reserves the right to publish the names of businesses that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

For Office Use Only

Application is hereby: **Approved** **Denied**

Signature: _____

Print Name: _____ Date: _____



City of Palmer • Finance Office
231 W. Evergreen Avenue, Palmer, AK 99645

Phone: 907-745-3271 • Fax: 907-745-0930

www.palmerak.org

CARES Grant Application - Non-Profit
Non-Competitive Grant Program

Primary Contact Information:

Name of Non-profit Organization: _____

Contact Name(s): _____

Mailing Address: _____

Phone Number(s): _____

Email: _____

Type of Non-profit Corporation: _____

IRS Employer Identification #: _____

General Eligibility Guidelines

Yes No City of Palmer business license as of March 1, 2020.

Yes No Does your non-profit have a physical location in Palmer city limits?
(This could be an office or store, including leased or owned)

Were your 2019 gross annual revenues: _____ Income verified by: (include copies)

<input type="checkbox"/> \$50,000 or less	<input type="checkbox"/> Sales tax return remittance forms
<input type="checkbox"/> \$50,001 to \$250,000	<input type="checkbox"/> 2019 Federal 990 tax return
<input type="checkbox"/> \$250,001 to \$500,000	<input type="checkbox"/> Other
<input type="checkbox"/> \$500,001 or more*	

**Non-profit organizations with annual gross revenues of more than \$500,001 are eligible to participate in a competitive grant program.*

How has your non-profit been harmed by the COVID-19 pandemic? Check all that apply:

- Full or partial closure due to state emergency order.
- Forced to lay off or not pay one or more employees.
- A loss of monthly revenue of 10% or more.
- Organization has had to expand to address community health, safety, social and/or economic needs related to COVID-19.
- Direct expenses associated with COVID-19 health emergency.

Yes No Are your losses related to the COVID-19 pandemic?

Yes No Does any officer or employee work for or serve in an official capacity for local or state government? If yes, please explain: _____

Yes No Do you provide services, activities or events that benefit Palmer residents.

Describe services, activities or events that are eligible for CARES Act reimbursement or mitigation:

Please confirm that your non-profit organization:

- Is directed by a volunteer board or local advisory board with a majority of members who are Alaska residents.
- Has provided aid or services in City of Palmer during 2019.
- Has been issued an IRS determination letter of non-profit status in 2019 or earlier.
- Provide a sworn statement showing the non-profit has been impacted by COVID-19 either because of the adaptation and expansion of services and expenses as the result of COVID-19, or loss of revenue from a temporary closure caused by COVID-19 (expansion, adaptation or contraction), or from loss of mission-related revenue (as determined by the IRS), charitable giving, or loss of government funding.

Non-profit Organizations Ineligible for CARES Grant:

- Churches
- Employers with more than 50 employees

- Yes No **DISCLAIMERS - Please confirm your understanding of these disclaimers**
1. *Application for the grant DOES NOT GUARANTEE award of funding.*
 2. *The total amount awarded will be based on funds available.*
 3. *Grant applications will be processed as they arrive. Program will be first come, first served.*
 4. *All non-profit organizations receiving funding MUST complete a W-9 prior to receipt of funding.*
 5. *It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.*
 6. *Grantee will be required to submit a final report by November 1, 2020, detailing how funds were used. Use of funds must comply with allowable expenses.*

CERTIFICATION

As an official signer for my non-profit organization, I certify that all the information provided in this application is true and accurate. You also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

Signature

Date

Applications must be received between 8:00 a.m., July 20, 2020 through 5:00 p.m., August 20, 2020.
Applications may be submitted by email to grantsadmin@palmerak.org
OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska.

City of Palmer reserves the right to publish the names of non-profit organizations that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

For Office Use Only

Application is hereby: **Approved** **Denied**

Signature: _____

Print Name: _____ Date: _____



Palmer • Finance Office
231 W. Evergreen Avenue, Palmer, AK 99645
Phone: 907-745-3271 • Fax: 907-745-0930
www.palmerak.org

**CARES Grant Application - Non-Profit
Competitive Grant Program**

Primary Contact Information:

Name of Non-profit organization: _____

Contact Name(s): _____

Mailing Address: _____

Phone Number(s): _____

Email: _____

Type of Non-profit Corporation: _____

IRS Employer Identification #: _____

General Eligibility Guidelines

- Yes No City of Palmer business license as of March 1, 2020.
 Yes No Does your non-profit have a physical location in Palmer city limits?
(This could be an office or store, including leased or owned)

Were your 2019 gross annual revenues: \$500,001 or more*

Income verified by:

- Sales tax return remittance forms 2019 Federal 990 tax return
 Other _____

How has your non-profit been harmed by the COVID-19 pandemic? Check all that apply:

- Full or partial closure due to state emergency order.
 Forced to lay off or not pay one or more employees.
 A loss of monthly revenue of 10% or more.
 Organization has had to expand to address community health, safety, social and/or economic needs related to COVID-19.
 Direct expenses associated with COVID-19 health emergency. (Provide Report)

Yes No Are your losses related to the COVID-19 pandemic?

Yes No Does any officer or employee work for or serve in an official capacity for local or state government? If yes, please explain: _____

Yes No Organization provides services, activities or events that benefit Palmer residents.

Describe services, activities or events that are eligible for CARES Act reimbursement or mitigation:

Please confirm that your non-profit organization:

- Is directed by a volunteer board or local advisory board with a majority of members who are Alaska residents.
- Has provided aid or services in City of Palmer during 2019.
- Has been issued an IRS determination letter of non-profit status in 2019 or earlier.
- Provide a sworn statement showing the non-profit has been impacted by COVID-19 either because of the adaptation and expansion of services and expenses as the result of COVID-19, or loss of revenue from a temporary closure caused by COVID-19 (expansion, adaptation or contraction), or from loss of mission-related revenue (as determined by the IRS), charitable giving, or loss of government funding.

Non-profit Organizations Ineligible for CARES Grant:

Churches
Employers with more than 50 employees

- Yes No **DISCLAIMERS - Please confirm your understanding of these disclaimers**
1. *Application for the grant DOES NOT GUARANTEE award of funding.*
 2. *The total amount awarded will be based on funds available.*
 3. *All non-profit organizations receiving funding MUST complete a W-9 prior to receipt of funding.*
 4. *It is the sole responsibility of the applicant to determine or to seek independent advice to determine the tax implications to the grant funds received by the applicant.*
 5. *Grantee will be required to submit a final report by November 1, 2020, detailing how funds were used. Use of funds must comply with allowable expenses.*

CERTIFICATION

As an official signer for my non-profit organization, I certify that all the information provided in this application is true and accurate. You also agree to assist in the verification of information provided in this application and to provide additional information, if requested.

Signature

Date

Applications must be received between 8:00 a.m., July 20, 2020 through 5:00 p.m., August 20, 2020.
Applications may be submitted by email to grantsadmin@palmerak.org
OR hand-delivered/mailed to 231 W. Evergreen Ave., Palmer, Alaska.

City of Palmer reserves the right to publish the names of non-profit organizations that received grants and the amount received. Individual sales tax return information and federal income tax information is deemed proprietary and not subject to public disclosure.

For Office Use Only

Application is hereby: **Approved** **Denied**

Signature: _____

Print Name: _____ Date: _____

**City of Palmer
Resolution No. 20-018**

Subject: Accepting and Appropriating the U.S. Department of Justice 2020 Cops Hiring Program Grant in the Amount of \$125,000.00 to Fund a New Patrol Officer Position for the Palmer Police Department for a Three-Year Period from July 1, 2020, through June 30, 2023


Agenda of: July 14, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

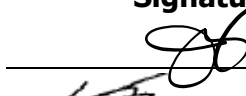

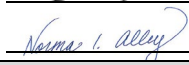
Originator Information:

Originator: Dwayne A. Shelton, Chief of Police

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
X	Police		6-26-2020
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **\$356,733.00**

This legislation (√):

√	Creates revenue in the amount of:	\$ <u>\$125,000.00</u>
√	Creates expenditure in the amount of:	\$ <u>\$231,733.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>COPS Grant 35% 52-00-00-3430, 52-01-25-6011, 52-01-25-6012</u>
√	Not budgeted	<u>City Match 65% (three-year period)</u>

Director of Finance Signature: 

Attachment(s):

- Resolution No. 20-018
- Award Document
- Application

Summary Statement/Background:

The City of Palmer currently has 15 full-time sworn officers. These positions are allocated in the following manner: Chief-1, Commander-1, Detective Sgt-1, Patrol Sgt-2, School Resource Officer-1, DEA Task Force Officer-1, Patrol Officers-8. There has been an increased need to have an additional officer working in investigations. The current staffing does not accommodate taking an additional person from patrol as it will leave patrol short staffed and create an undue burden on the rest of the officers working patrol. It may also mean a decrease in service to the public regarding patrol needs. Adding one additional officer to patrol will allow the Police Department to select one patrol officer and assign them to investigations under the Detective Sgt. This assignment will aid in the investigations of property crimes, sexual assaults, assaults, etc. Having a Detective and the Detective Sgt. working together on high profile cases will increase the likelihood of bringing closure to more cases.

The City of Palmer takes a significant number of sexual assault reports every year. Sexual assault investigations require a significant amount of man hours to investigate and can take several weeks or months to complete. The Palmer Police Department currently has a Detective Sergeant who is assigned to investigations and is the sole investigator. The Detective Sergeant handles all major felony cases that require extensive investigation such as: robberies, homicides, sexual assaults, serious physical assaults, major thefts, fatal vehicle accidents, serious injury accidents, child abuse/neglect, etc. The Detective Sergeant is gone from the office throughout the year for various reasons including, but not limited to, training, leave, etc. Having a second officer assigned to investigations will allow for an investigator to be available more frequently and it will allow for the investigators to work simultaneously on multiple cases and even together, at times, on major or time sensitive cases. This will allow the Palmer Police Department to provide more efficient and better service to all members of its' community.

Administration's Recommendation:

Approve Resolution No. 20-018

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey

Date: July 14, 2020

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Resolution No. 20-018

A Resolution of the Palmer City Council Accepting and Appropriating the U.S. Department of Justice 2020 Cops Hiring Program Grant in the Amount of \$125,000.00 to Fund a New Patrol Officer Position for the Palmer Police Department for a Three-Year Period from July 1, 2020, through June 30, 2023

WHEREAS, the City of Palmer Police Department provides police patrol and response to calls for service for the citizens of Palmer; and

WHEREAS, the Palmer Police Department has experienced increased calls for service due to population growth; and

WHEREAS, the Palmer Police Department is committed to providing a high level of service to the citizens of Palmer; and

WHEREAS, the Palmer Police Department recognizes the need to have another detective assigned to investigations to increase the likelihood of bringing closure to more cases; and

WHEREAS, the Palmer Police Department has been awarded \$125,000.00 under the Department of Justice COPS Hiring Program grant to fund salary and benefits for a new patrol officer position for a three-year period.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby to accept and appropriate \$125,000.00 from the United States Department of Justice FY2020 COPS Hiring Program grant and to authorize the creation of a new patrol officer position for the Palmer Police Department.

ORIGINAL SCOPE OF WORK

The City proposes to use the COPS grant to fund the salary and benefits of a new patrol officer position for a three-year period. The City will pay overtime costs and completely fund the position for an additional year in accordance with the grant requirements.

BUDGET

<u>Project Budget:</u>	\$	\$356,733.00
From COPS Grant	\$	\$125,000.00
From City of Palmer Funds:	\$	\$231,733.00

Approved by the Palmer City Council this ____ day of _____, 2020.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief Dwayne Shelton
City Manager Nathan Wallace

Palmer Police Department
423 South Valley Way
Palmer, AK 99645

Re: COPS Hiring Program award number 2020UMWX0440
ORI AK00117

Dear Chief Shelton and City Manager Wallace:

Congratulations on your agency's award for 1 officer position(s) and \$125,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$231,733.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING



Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith, Director

Date: 06/24/2020

Additional Award Notification





Award Document

COPS Office COPS Hiring Program (CHP)

**CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406**

Award Number: 2020UMWX0440

ORI Number: AK00117

OJP Vendor Number: 926000194

DUNS Number: 0374110710000

Applicant Organization's Legal Name: Palmer Police Department

Applicant's System for Award Management (SAM) name: Palmer, City Of

Law Enforcement Executive / Agency Executive: Chief Dwayne Shelton

Government Executive / Financial Official: City Manager Nathan Wallace

Award Start Date: 07/01/2020

Award End Date: 06/30/2023

Award Amount: \$125,000.00

Full-Time Officers Funded: 1

New Hires: 1 Rehires Previously Laid Off: 0 Rehires Scheduled for Lay Off: 0

The FY 2020 COPS Hiring Program (CHP) award provides funding to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. CHP awards provide up to 75 percent of the approved entry-level salaries and fringe benefits of full-time officers for a 36-month award period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Community Policing Development Program (CHP) Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director

Date: 06/24/2020

(Signature Pending)

(Date Pending)

Signature of the Program Official with the Authority to Accept
this Grant Award

Date

(Signature Pending)

(Date Pending)

Signature of the Financial Official with the Authority to Accept Date
this Grant Award

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.



U.S. Department of Justice
Office of Community Oriented Policing Services

**2020 COPS Hiring Program
Award Terms and Conditions**

By signing the Award Document to accept this **COPS Hiring Program** award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual

The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.) ; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications

The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs

The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding) up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed

for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the award beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

4. Supplementing, Not Supplanting

State, local, and tribal governments must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions

Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Awards may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36 month award funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

6. Modifications

Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification



request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

7. Evaluations

The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators 34 U.S.C. § 10385(b).

8. Reports/Performance Goals

To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.327 - 200.328. The progress report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities

Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 & 200.336.

10. Federal Civil Rights

The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;



c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEO)

All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. False Statements

False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding

The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements

The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient (2 C.F.R. § 200.207).

15. System for Award Management (SAM) and Universal Identifier Requirements

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. *Requirement for System for Award Management*

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. *Requirement for unique entity identifier*

If you are authorized to make subawards under this award, you:



1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. *Definitions*

For purposes of this award term:

1. *System for Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.



5. *Subrecipient* means an entity that:
- a. Receives a subaward from you under this award; and
 - b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

16. Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.*

Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.*

You must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and



- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- 2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>,
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. *Reporting of Total Compensation of Subrecipient Executives.*
 - 1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:



- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and



Non-Profit Organizations”).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

17. Debarment and Suspension

The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility

The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.



19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner’s Manual for a full text of the statute.

20. Mandatory Disclosure

Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest

Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision

All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, (Appendix II to Part 200 — Contract Provisions for Non-Federal Entity Contracts Under Federal Awards). Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters

For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported

to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*



Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or award. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.



NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the recipient funded in whole or in part with the award funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the “program or activity” of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, “program or activity” means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.

26. Contracts and/or MOUs with other Jurisdictions

Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.



27. Retention

At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28. Community Policing

Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. In sections VI(A) and (B), your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency’s plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your award application.

29. Local Match

COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

30. School Resource Officer (SRO) Training Requirement

COPS Office-funded SRO(s) are required to complete a National Association of School Resource Officers (NASRO) 40 hour basic training course. Course substitutions are not permitted. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the NASRO training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a NASRO 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed NASRO 40 hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must contact the NASRO Grant Coordinator if they want funds to cover registration and travel costs.

31. Background Investigations

Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.207

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.338 until the agency can demonstrate the background investigation has been completed.

32. Career Law Enforcement Officer

Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).



Financial Clearance Memorandum

COPS Office COPS Hiring Program Program (CHP)

To: Chief Dwayne Shelton and City Manager Nathan Wallace

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Total officer positions awarded: 1

Approved costs per entry-level officer, per year

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base salary	\$53,509.00	\$61,255.00	\$67,056.00
Benefits	\$53,926.44	\$58,922.01	\$62,064.78
Social Security	\$3,317.56	\$3,797.81	\$4,157.47
Medicare	\$775.88	\$888.20	\$972.31
Health insurance	\$36,000.00	\$38,400.00	\$39,600.00
Life insurance	\$0.00	\$0.00	\$0.00
Vacation	\$0.00	\$0.00	\$0.00
Sick leave	\$0.00	\$0.00	\$0.00
Retirement	\$11,772.00	\$13,477.00	\$14,753.00
Worker's compensation	\$2,061.00	\$2,359.00	\$2,582.00
Unemployment insurance	\$0.00	\$0.00	\$0.00

Approved total project costs

Per officer Grand total

Salaries and fringe benefits	\$356,733.23	\$356,733.00
Federal share	\$125,000.00	\$125,000.00
Applicant share	\$231,733.00	\$231,733.00

Local match waiver not granted.

Budget Cleared Date: 06/25/2020

Overall Comments:

NA

Additional Comments:

N/A



Award Document Supplement

COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) award, the recipient agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) award to address a particular Department of Justice priority crime problem/focus area, based specifically on your CHP award application's community policing plan to improve your agency's public safety response to the critical issues of Illegal Immigration, Violent Crime, or Homeland Security.

Please be advised that, in accepting this award, your agency is agreeing to this Special Condition to its CHP award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problems identified above. By signing the 2020 CHP award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP award application;
- Your agency will address its specific priority crime problem throughout the entire CHP award period;
- Your agency will implement any organizational changes identified in its CHP award application in Section 6B, Questions 12 and 13;
- Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement

(School-based Policing through School Resource Officers Focus Area Only)

By signing the 2020 CHP award, recipients using CHP funding to hire and/or deploy School Resource

Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award congratulatory letter.
- Your agency's MOU must contain the following information;
 - The purpose of the MOU
 - Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
 - Information sharing
 - Supervision responsibility and chain of command for the SRO
 - Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

- Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.



**City of Palmer
Action Memorandum No. 20-052**

Subject: Authorizing the City Manager to Negotiate and Purchase Insurance Coverage for the Period of July 1, 2020, Through June 30, 2021, per the Premium Quote Submitted by the City's Insurance Broker, RISQ Consulting


Agenda of: July 14, 2020

Council Action: **Approved** **Amended:** _____
 Defeated

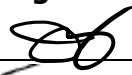
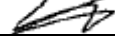

Originator Information:

Originator: City Manager Moosey

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance		06/24/2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ 502,168.25

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
√	Creates expenditure in the amount of:	\$ <u>502,168.25</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

√	Budgeted	Line item(s): <u>Various Accounts</u>
√	Not budgeted	<u>COVID-19 Related Expense C19 \$18,496.48</u>

Director of Finance Signature: 

Attachment(s):

- RISQ Consulting APEI Insurance Proposal
- Estimated Portion of COVID-19 Related Expenses

Summary Statement/Background:

The City's Insurance Broker, RISQ Consulting (formerly AlaskaUSA Insurance Brokers), presented the attached proposal from Alaska Public Entity Insurance (APEI) to the administration for the renewal of the City's insurance policies for the year beginning July 1, 2020.

The insurance coverage includes property (including earthquake and fire); crime; general liability, police professional liability; auto liability and physical damage; worker's compensation and COVID-19 related insurance expenses.

In July of 2019, Council approved the City Manager to enter into a three-year agreement with APEI, which resulted in a 5% discount for each year of coverage. In the 2020/2021 insurance policy, the premium was reduced by \$26,300.23. The City also received a longevity credit of \$13,491.97.

The City has had insurance coverage with excellent service through APEI since 2008.

Administration's Recommendation:

Approve Action Memorandum No. 20-052.

CITY OF PALMER



Commercial Insurance Proposal

Presented By



Jan Martinson, CMIP
Senior Account Executive/Partner

Spring Ortega, CISR
Senior Account Manager

July 1, 2020 to July 1, 2021

YOUR RISQ CONSULTING SERVICE TEAM

SENIOR ACCOUNT EXECUTIVE/PARTNER

Jan Martinson, CMIP

(907) 365-5108 – Direct Line
jmartinson@risqconsulting.com

Jan aggressively represents your firm in the insurance marketplace and intends to thoroughly acquaint you with coverage proposals and placements. She is responsible to make sure your account is handled to your satisfaction.

CUSTOMER SERVICE REPRESENTATIVE

Spring Ortega, CISR
Senior Account Manager

(907) 365-5115 – Direct Line
sortega@risqconsulting.com

Spring is qualified to help you with service needs, questions, changes in coverage, or problems you may have with your policies. Her goal is your satisfaction.

CLAIMS

Jan or Spring can be called when you have an insurance claim. We can help you with every step of the claim process, from the initial report to staying in contact with the insurance company to make sure your claim is handled in a manner that meets our high standards.

ACCOUNTING

Spring Ortega, CISR
Senior Account Manager

(907) 365-5115 – Direct Line
sortega@risqconsulting.com

CLIENT INFORMATION SHEET

Account Name: City of Palmer

Mailing Address: 231 W. Evergreen Avenue
Palmer, AK 99645

Phone Number: (907) 745-3271

Fax Number: (907) 745-0930

Contacts: John Moosey, City Manager
jmoosey@palmerak.org
Direct: (907) 761-1317

Alice Williams, HR/Risk Manager
awilliams@palmerak.org
Direct: (907) 761-1302

Kimberly, Green, Human Resources
kgreen@palmerak.org
Direct: (907) 761-1302

RISQ Consulting provides this Insurance Proposal as a working document for easy reference concerning insurance coverage, not as a legal contract. This Insurance Proposal is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage can be discussed.

NAMED INSUREDS

City of Palmer

INDEX

Premium Summary	1
Premium Credits	2
Premium Summary Last 4 Years	3
Property	4
Inland Marine – Mobile Equipment.....	9
Inland Marine – Radios and Laptops	10
Crime	11
General Liability	12
Auto	13
Workers’ Compensation	17
Airport Owners & Operators Liability	19
Optional Coverage’s.....	20
Privacy Policy	21

PREMIUM SUMMARY

COVERAGE	2019-2020 With 3 Yr. Agreement	2020-2021 With 3 Yr. Agreement
Property, Inland Marine, Earthquake & Flood, Crime	\$114,916.93	\$155,143.52 (1)
General Liability, Police Professional Liability, Cyber Liability	\$101,169.32	\$149,935.13 (2)
Auto Liability, UM/UIM, Physical Damage	\$88,027.62	\$84,933.03 (3)
Workers' Compensation	\$110,919.64	\$109,692.54 (4)
APEI PKG TOTAL	\$415,033.51	\$499,704.22
APEI Longevity Credit	-\$14,941.33	-\$13,491.97
APEI PKG TOTAL DUE AT BINDING	\$400,092.18	\$486,212.25
Airport Owners/Operators Liability	\$8,250.00	\$8,964.00 (5)
Inland Marine	\$6,788.00	\$6,992.00 (6)
TOTAL ESTIMATED ANNUAL PREMIUM	\$415,130.18	\$502,168.25

- (1) **Property** – Increase due to values increasing and the overall property market, for excess coverage in particular, is struggling as a result of significant worldwide catastrophes in the last few years. Property carriers are raising rates across the board, and Alaska and APEI are not able to avoid the general trend.
- (2) **GL** – Increase due to significant claims for both employment practices liability and child sexual abuse. APEI is facing claims of both types among our members (both school districts and municipalities), and the trends in the US, the west coast in particular, suggest that large jury verdicts are becoming the norm for such situations.
- (3) **Auto** – Decrease due to fewer vehicles
- (4) **Work Comp** – Decrease due to lower rates and lower XMod
- (5) **Airport Premises Liability** – Increase due to rates increasing and a harden aviation market due to capacity reduction, overall poor industry loss rates and major products/airline losses.
- (6) **IM** – Increase due to Carrier rate increase from \$1.236 to \$1.2731

Airport Owners & Operators – Premium doesn't include terrorism and/or war coverage, if elected Terrorism add \$1,569 to above premium. 25% Min Earned Premium, No Flat Cancellations.

Inland Marine – Premium doesn't include Terrorism, if elected add \$210 to above premium, when policy is received there will be a terrorism rejection form to sign and return and credit will be applied.

APEI – 3 Year Agreement results in a 5% reduction calculated to the gross annual premium for the next three years, with the understanding that if you leave the program before the three years are up you will be expected to pay back the amount of the discount to the carrier, with interested plus penalties in the amount of 10% of the total premium charged for the last year that the insured was in the program.

PREMIUM CREDITS

Applied to 2020 – 2021

GL: LC and Safety Meetings	\$13,724.04
WC: LC Training & Safety Meetings	\$15,745.34
Auto:	\$ 0
Property: LC/Fire Dept./Sprinkler	\$12,718.02
3 - Year Agreement - Expires in 2022	\$26,300.23
<u>Longevity Credit</u>	<u>\$13,491.97</u>
Total	\$81,979.60

(Gross Premium w/out Credits \$568,192.04)

Applied to 2019 – 2020

GL: LC and Safety Meetings	\$ 9,260.35
WC: LC Training & Safety Meetings	\$15,921.48
Auto:	\$ 0
Property: LC/Fire Dept./Sprinkler	\$10,595.00
3 - Year Agreement - New, Expires in 2022	\$21,024.87
<u>Longevity Credit</u>	<u>\$15,703.20</u>
Total	\$72,504.90

Applied to 2018 – 2019

GL: LC and Safety Meetings	\$ 4,910.00
WC: LC Training & Safety Meetings	\$14,665.00
Auto:	\$ 0
Property: LC/Fire Dept./Sprinkler	\$ 8,726.00
3 - Year Agreement - Expires in 2019	\$17,149.00
<u>Longevity Credit</u>	<u>\$12,707.80</u>
Total	\$58,157.80

Applied to 2017 – 2018

GL: LC and Safety Meetings	\$ 4,462.65
WC: LC Training & Safety Meetings	\$19,369.12
Property: LC/Fire Dept./Sprinkler	\$ 6,291.03
<u>Dividend Credit</u>	<u>\$10,845.71</u>
Total	\$40,968.51

PREMIUM SUMMARY – LAST 4 YEARS

COVERAGE	2017-2018 Policy Term	2018-2019 Policy Term	2019-2020 Policy Term With 3 Yr. Agreement	2020-2021 Policy Term With 3 Yr. Agreement
Property, Inland Marine, Earthquake/Flood, Crime	\$71,414.29	\$93,331.66	\$114,916.93	\$155,143.52
General Liability, Police Professional Liability, Cyber	\$40,163.81	\$53,641.02	\$101,169.32	\$149,935.13
Auto Liability, UM/UIM, Physical Damage	\$81,185.75	\$87,207.93	\$88,027.62	\$84,933.03
Workers' Compensation	\$105,854.49	\$102,163.70	\$110,919.64	\$109,692.54
APEI PKG TOTAL	\$298,618.37	\$336,344.31	\$415,033.51	\$499,704.22
APEI Longevity Credit	-\$10,845.71	-\$12,707.80	-\$14,941.33	-\$13,491.97
APEI PKG TOTAL DUE AT BINDING	\$287,772.66	\$323,636.51	\$400,092.18	\$486,212.25
Airport Owners/Operators Liability	\$7,857.00	\$8,050.00	\$8,250.00	\$8,964.00
Inland Marine	\$6,470.00	\$6,590.00	\$6,788.00	\$6,992.00
TOTAL ANNUAL PREMIUM	\$302,099.66	\$338,276.51	\$415,130.18	\$502,168.25

PROPERTY INSURANCE

Insurance Carrier:	Alaska Public Entity Insurance
Policy Period:	July 1, 2020 to July 1, 2021
Coverage:	All Risk for direct physical damage including earthquake and flood. Subject to policy terms, conditions and exclusions.
Property:	\$200,000,000 Program Limit Shared by all participants
Fine Arts:	\$ 5,000,000 Program Limit Shared by all participants
Earthquake & Flood:	\$ 75,000,000 Program Limit Shared by all participants
Equipment Breakdown:	\$200,000,000 Program Limit Shared by all participants
Location, Limits & Property Covered:	See Attached Schedules for Limits
Co-Insurance:	None
Recovery Basis:	Replacement Cost - Buildings, Contents, EDP
Deductibles:	\$10,000 – Building - Per Occurrence \$10,000 – Earthquake/Flood - Each Claim \$ 5,000 – Contents, EDP, Fine Arts - Each Claim

Yellow highlighted items on the property schedule are values that have increased

PROPERTY SCHEDULE

LOC.	LOCATION	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
1	Tourist Center Restrooms	723 S. Valley Way	\$250,000	\$0	\$0	\$250,000
2/1	Lift Station 1	South Gulkana Street	\$80,000	\$76,000	\$0	\$156,000
2/2	Lift Station 2	South Chugach Street	\$100,000	\$89,000	\$0	\$189,000
2/3	Lift Station 3	South Chugach Street	\$416,950	\$0	\$0	\$416,950
2/4	Lift Station 4	Woodruff Loop SWX	\$60,000	\$130,000	\$0	\$190,000
2/5	Lift Station 5	Mile 35 Glenn Hwy. SWX	\$60,000	\$130,000	\$0	\$190,000
3	A-Moose-Ment Park	West Fern Ave.	\$100,000	\$0	\$0	\$100,000
4	Lift Station 6	Inner Springer Loop SWX	\$60,000	\$110,000	\$0	\$170,000
5	Airport Energy Module Building	901 East Yukon Street	\$60,000	\$100,000	\$0	\$160,000
6	Little League Baseball Complex	North Gulkana Street	\$0	\$0	\$130,000	\$130,000
7	Pressure Reducing Station 1	North Alaska Street	\$20,000	\$12,000	\$0	\$32,000
8	Pressure Reducing Station 2	North Gulkana Street	\$20,000	\$12,000	\$0	\$32,000
9	Soccer Field Bathroom Building	North Gulkana Street	\$100,000	\$0	\$0	\$100,000
10	Sewer Lagoon Equipment Storage	1802 S. Brooks Street	(\$126,690) \$129,000	(\$48,530) \$50,100	\$0	\$179,100
11	Farmers Market Pavilion	South Valley Way	\$50,000	\$0	\$0	\$50,000

LOC.	LOCATION	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
12	Community Center Depot	610 S. Valley Way	(\$1,503,360) \$1,530,400	(\$124,120) \$128,100	\$0	\$1,658,500
13	250,000 Gal. Water Storage Tank	Cedar Hills Subdivision	\$0	\$0	\$15,000	\$15,000
14	1,000,000 Gal. Water Storage Tank	E. Scott Road	\$0	\$0	(\$1,751,400) \$1,782,900	\$1,782,900
15	Airport Office FAA Building	901 East Yukon Street	(\$1,070,330) \$1,089,600	\$307,470	\$0	\$1,397,070
16	Booster Pump Station	Cedar Hills Drive	\$20,000	\$100,000	\$0	\$120,000
17	Community Development	645 E. Cope Industrial Way	\$156,000	\$106,804	\$0	\$262,804
18	City Hall	231 Evergreen	(\$2,711,910) \$2,760,700	(\$463,590) \$478,600	0	\$3,239,300
19	City Vehicle Maint PPD Car Wash	1316 Bonanza	\$90,440	\$5,000	\$0	\$95,440
20	Equipment Storage (Airport)	800 E. Evergreen	\$416,240	(\$153,740) \$326,800	\$0	\$743,040
21	Cold Storage Bldg.	Muni Golf Course	\$140,400	\$138,000	\$0	\$278,400
22	Restrooms	645 E. Cope Industrial Way	\$50,762	\$10,000	\$0	\$60,762
23/1	Sewer Lagoon / Lab / Blower Bldg.	1802 S. Brooks Street	(\$555,230) \$565,200	(\$322,370) \$332,920	\$0	\$898,100
23/2	Sewer Lagoon Headworks	1802 S. Brooks Street	(\$1,536,330) \$1,564,000	\$0	\$0	\$1,564,000
23/3	Sewer Lagoon Main Blower Bldg.	1802 S. Brooks Street	(\$23,960) \$533,400	(\$58,070) \$59,900	\$0	\$593,300
23/4	Sewer Lagoon UV Bldg.	1802 S. Brooks Street	(\$1,202,260) \$1,223,900	\$0	\$0	\$1,223,900
24	Tourist Center/Museum	723 S. Valley Way	\$387,421	\$227,500	\$0	\$614,921
25	Equipment Storage	645 E. Cope Industrial Way	\$299,820	\$10,000	\$0	\$309,820
26	Public Works Office	1316 Bonanza	\$180,000	\$157,782	\$0	\$337,782
27	Well House #4 & 5	950 Cope Industrial	\$180,000	\$400,000	\$0	\$580,000

LOC.	LOCATION	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
28	MTA Events Center	1317 Kerry Weiland Way	(\$11,671,510) \$11,881,400	(\$715,980) \$739,200	\$0	\$12,620,600
29	Fire Hall Station 31	717 S. Cobb	(\$1,785,350) \$1,817,400	(\$144,130) \$148,800	\$0	\$1,966,200
30/1	Fire Maintenance Bldg.	645 E. Cope Industrial Way	(\$1,391,280) \$1,416,300	(\$283,490) \$292,700	\$0	\$1,709,000
30/2	Fire Training Classroom	645 E. Cope Industrial Way	\$260,000	\$200,000	\$0	\$460,000
30/3	Fire Training Tower	645 E. Cope Industrial Way	\$130,701	\$2,000	\$0	\$132,701
31	Golf Clubhouse	Muni Golf Course	(\$823,780) \$838,500	(\$83,670) \$86,400	\$0	\$924,900
32	Reservoir Bldg. 250,000 Gal. Tank	12050 E. Scott	\$0	\$0	(\$596,650) \$607,300	\$607,300
33	Library	655 S. Valley Way	(\$4,402,790) \$4,482,000	(\$1,715,330) \$1,771,100	\$0	\$6,253,100
34	Pump house Bldg.	12050 E. Scott	\$75,000	\$250,000	\$0	\$325,000
35/1	Public Safety Bldg. 1 PPD	423 S. Valley Way	(\$2,648,720) \$2,696,400	(\$481,120) \$496,800	\$0	\$3,193,200
35/2	Public Safety Bldg. 2 AST/ DISP	453 S. Valley Way	(\$2,900,930) \$2,953,000	\$871,170	\$0	\$3,824,170
35/3	Public Safety Comm. Shelter	423 S. Valley Way	\$150,000	\$1,500,000	\$0	\$1,650,000
36	Public Works Equipment Building	1432 S. Bonanza Street	\$401,455	\$1,000,000	\$0	\$1,401,455
37/1	Public Works Equipment Building	1316 Bonanza Street	\$399,750	\$700,000	\$0	\$1,099,750
37/2	Public Works Mech / Shop	1316 Bonanza Street	(\$1,718,310) \$1,749,200	(\$580,560) \$599,400	\$0	\$2,348,600
38	Golf Course Storage	Muni Golf Course	\$91,853	\$0	\$0	\$91,853
39	Church Property	2390 S. Glenn Hwy.	\$175,000	\$0	\$0	\$175,000
40	Public Works Meter Building	1432 S. Bonanza Street	\$29,000	\$75,000	\$0	\$104,000
41	Bugge Park	220 S. Cobb Street	\$0	\$0	\$12,000	\$12,000
42	Hagen Park	201 E. Dolphin Avenue	\$0	\$0	\$3,500	\$3,500

LOC.	LOCATION	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
43	McKechnie Park	643 W. Daron Drive	\$0	\$0	\$19,000	\$19,000
44	Meier Park	325 S. Silver Tip Drive	\$0	\$0	\$3,500	\$3,500
45	Palmer Skateboard Park	231 E. Arctic Avenue	\$0	\$0	\$60,000	\$60,000
46	Wilson Park	1115 S. Felicia Street	\$0	\$0	\$47,000	\$47,000
47	50 Kw Diesel Generator	1802 S. Brooks Street	\$0	\$0	\$79,080	\$79,080
48/1	Aeration Pond #1	1802 S. Brooks Street	\$0	\$0	(\$2,937,540) \$2,990,400	\$2,990,400
48/2	Aeration Pond #2	1802 S. Brooks Street	\$0	\$0	(\$2,937,540) \$2,990,400	\$2,990,400
48/3	Aeration Pond #3	1802 S. Brooks Street	\$0	\$0	(\$4,477,300) \$4,557,800	\$4,557,800
49	Storage Building #1	1802 S. Brooks Street	(\$8,000) \$8,100	(\$2,900) \$3,000	\$0	\$11,100
50	50 Kw Diesel Generator	1802 S. Brooks Street	\$0	\$0	\$79,080	\$79,080
51	Storage Building	1802 S. Brooks Street	(\$8,220) \$8,400	(\$1,350) \$1,400	\$0	\$9,800
52	New Sewer Lagoon Building	1802 S. Brooks Street	\$12,000,000	\$300,000	\$0	\$12,300,000
53	Moving Bed Bioreactor Basin	1802 S. Brooks Street	\$11,439,000	\$0	\$0	\$11,439,000
54	Effluent Parshall Flume	1802 S. Brooks Street	\$0	\$0	\$33,000	\$33,000
TOTALS:			\$65,946,692	\$12,534,926	\$13,409,960	\$91,891,578

YEAR	BUILDINGS	CONTENTS	OTHER STRUCTURES	INLAND MARINE	TOTAL INSURED VALUE
2019-2020	\$53,849,752	\$12,198,676	\$13,148,590	\$1,113,826	\$80,310,844
2018-2019	\$52,155,962	\$12,044,206	\$12,653,070	\$885,042	\$77,738,280
2017-2018	\$39,213,102	\$11,763,586	\$12,343,300	\$317,079	\$63,637,067

INLAND MARINE – MOBILE EQUIPMENT

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2020 to July 1, 2021

Coverage: Provides Direct Physical Loss or Damage coverage for scheduled equipment. Subject to policy terms, conditions, and exclusions.

Total Insured Value: \$1,113,826

Coinsurance: 90%

Recovery Basis: Actual Cash Value

Year	Make/Description	Serial Number	Value	Deductible
2006	Caterpillar 140 Grader 520S	CAT043HTAPN00901	\$247,010	\$5,000
2015	John Deere Tractor w/Loader	1LV3038ETEH61076 1POD16XTEX001623	\$21,000	\$5,000
2000	John Deere Backhoe Attachment	LV0047C060210	\$17,531	\$5,000
2017	GAS Sickle Bar Mowing Attachment	GG95D1885	\$5,200	\$5,000
2017	BE-RC5H06 Rotary Cutter Attachment	152405-RC5HDG-Y16	\$2,200	\$1,000
	John Deere Rotary Broom	MOB2756X190584	\$5,000	\$2,500
	John Deere Snow Blower	MO60HDB015133	\$5,000	\$2,500
2018	Ski-Doo Snowmobile	2BPSCFJD0JV000714	\$14,138	\$5,000
	Wausau MP318 Loader MT Blower		\$228,784	\$5,000
2019	Caterpillar 950M Loader	KSA00171	\$266,921	\$10,000
2019	Caterpillar 160ME Motor Grader	CAT0160MEN9E01003	\$301,042	\$10,000

Note: 2017 John Deere Mower, Value \$11,801 missing from above schedule, please advise if we should add it to the schedule.

INLAND MARINE – RADIOS AND LAPTOPS

Insurance Carrier: Allianz Global Corporate and Specialty

Policy Period: July 1, 2020 to July 1, 2021

Coverage: Provides Direct Physical Loss or Damage coverage for scheduled equipment. Subject to policy terms, conditions, and exclusions.

Total Insured Value: \$549,200 – Blanket Limit

Deductible: \$1,000

Recovery Basis: Actual Cash Value

Description	Location	Value	Rate
Radios/Laptops	Police and in Vehicles	\$362,600	\$1.2731
Radios	Public Works and in Vehicles	\$186,600	\$1.2731

Note: 19/20 Rate \$1.236

Subject To: Updated Schedule of Equipment

CRIME

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2020 to July 1, 2021

Location: City of Palmer

	<u>LIMIT</u>	<u>DEDUCTIBLE</u>
EMPLOYEE THEFT INCLUDING FAITHFUL PERFORMANCE Payment for loss sustained by the insured caused by a dishonest act by an employee.	\$1,000,000	\$2,500
FORGERY AND ALTERATION Covers loss due to dishonesty in writing, signing, or altering checks or other financial instruments.	\$1,000,000	\$2,500
THEFT OF MONEY AND SECURITIES Inside/Outside Premises	\$1,000,000	\$2,500
ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY Inside/Outside Premises	\$1,000,000	\$2,500
OUTSIDE THE PREMISE	\$1,000,000	\$2,500
COMPUTER FRAUD	\$1,000,000	\$2,500
FUNDS TRANSFER FRAUD	\$1,000,000	\$2,500
MONEY ORDERS & COUNTERFEIT PAPER	\$1,000,000	\$2,500

GENERAL LIABILITY

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2020 to July 1, 2021

Coverage: The insurance company agrees to pay those sums that you are legally obligated to pay as damages because of bodily injury and property damage to which the insurance applies. Subject to policy terms conditions and exclusions.

Per Occurrence Limit: (No Aggregate)	General Liability	\$15,500,000
	Water/Sewer Backup Liability	\$15,500,000
	Volunteer Medical Coverage	\$ 50,000

Annual Aggregate Limit:	Public Officials E&O Liability	\$15,500,000
	Law Enforcement Liability	\$15,500,000
	Employment Practices Liability	\$15,500,000
	Employee Benefits Liability	\$15,500,000

Deductibles:	General Liability	\$ 0
	Water/Sewer Backup Liability	\$ 10,000
	Volunteer Medical Coverage	\$ 0
	Public Officials E&O Liability	\$ 0
	Law Enforcement Liability	\$ 10,000
	Employment Practices Liability	\$ 10,000
	Employee Benefits Liability	\$ 0

Audit Frequency: Annual

Specialty

Coverages: Cyber Liability - \$2,000,000 Limit, with a \$2,500 Deductible
Public Entity Crime - \$1,000,000 Limit, with a \$2,500 Deductible
Host Liquor Liability

AUTOMOBILE

Insurance Carrier:	Alaska Public Entity Insurance
Policy Period:	July 1, 2020 to July 1, 2021
Coverage:	The insurance company will pay all sums an insured legally must pay for damages as a result of bodily injury or property damage to which the insurance applies, caused by an accident and resulting from the ownership, maintenance or use of a covered auto. Subject to policy terms conditions and exclusions.
Liability Limit:	\$15,500,000 - Bodily Injury/Property Damage
Medical Payments:	Included in limit above
Physical Damage:	Actual Cash Value, Deductible - \$1,000 Aerial Truck Deductible is \$25,000 due to high value
Uninsured/Underinsured Liability:	\$250,000 - Per Occurrence, with \$0 Deductible
Uninsured/Underinsured Physical Damage:	\$ 25,000 - Per Occurrence, with \$250 Deductible
Covered Autos:	See Attached Schedule Non-Owned & Hired Auto Liability
Recovery Basis:	Actual Cash Value
Note:	20-21 Policy Term, 77 Vehicles 19-20 Policy Term, 84 Vehicles

AUTOMOBILE SCHEDULE

Location	Year	Make	Body Type	Insured Value	VIN	Physical Damage Deductible
PW	1980	Western Star	Dump Truck		LONFPGJ903927	
PW	1980		Sand Truck		LONFPGJ904494	
SWR	1982	Ford	Vactor		1FDYR80U7CVA48222	
PW	1983	Ford	Dump Truck		1FDYU80UXDVA16302	
PW	1983	International	Steam Truck		1HTAA17B9DHB13828	
PW	1986	Ford	F800 Truck		1FDYK87UOGVA34338	
FD	1987	Spartan	Fire Truck	500,000	1S9AT6A0XHC185172	\$25,000
FD	1989	Ford	F-350 Truck		1FDKF38G6KKB51583	
PW	1994	Chevy	C-3500 Flatbed		1GBHC34K1RE307124	
FD	1994	Freightliner	FL70	300,000	1FV6HF6AA2RL626582	\$10,000
FD	1994	Pierce	Pumper	500,000	4P1CT02UXRA000560	\$25,000
PW	1994	Chevy	K-2500 Pickup		1GBGK24K9RE305128	
GARB	1994	Ford	Garbage Truck		1FDZW82E5SVA17956	
FD	1997	Ford	Expedition		1FMFU18LOVLC23210	
AP	1998	Ford	Contour		1FAFP66L9WK257185	
PD	2000	Dodge	Ram 1500 Pickup		3B7HF13Z8YG148003	
PW	2000	Dodge	Dakota		1B7HC162XYSS72934	
CD	2001	Chevy	Silverado C-1500 Pickup		1GCEK19V31E311737	
PW	2001	Chevy	Silverado C-1500 Pickup		1GCEC14V91Z155250	
SWR	2001	Chevy	Silverado C-1500 Pickup		1GCEC14V21Z155302	
SWR	2001	Chevy	Silverado C-1500 Pickup		1GCEC14V21Z156207	
PD	2001	Dodge	Ram 2500 Pickup		3B7KF23621G219008	
ADM	2001	Dodge	Durango		1B4HS28Z21F597367	
PW	2002	Chevy	Silverado C-1500 Pickup		1GCEC14T12Z309840	
FD	2002	Chevy	Silverado K-2500 Pickup		1GCHK29U42E228698	
PW	2002	Ford	Explorer		1FMZU72E22UB04977	
PW	2004	Sterling	Elgin Sweeper SC8000		49HAADB54DN04722	
AP	2004	International	Dump Truck 5600I	134,385	IHTXHAXT24JO18709	\$1,000
PW	2004	International	4300 Bucket Truck	43,779	1HTMMAAL94H653960	\$1,000

Location	Year	Make	Body Type	Insured Value	VIN	Physical Damage Deductible
PW	2005	Chevy	Silverado C-1500 Pickup		1GCEC14T95Z193808	
PD	2005	Ford	Expedition XLT		1FMPU16505LA79067	
FD	2005	Ford	F-550 Fire Truck	200,000	1FDAW57P65EC56104	\$1,000
SWR	2005	International	TN-Vactor Truck	201,000	1HTWDAAR15J044644	\$1,000
PD	2006	Ford	Crown Victoria	20,000	2FAHP71W76X160239	\$1,000
PW	2006	International	7400 SBA 6X4	90,000	1HTWGAATX6J355073	\$1,000
PD	2007	Ford	F-250 Pickup	25,000	1FTSX2152EA65813	\$1,000
SWR	2007	Ford	F-450 Plow & Svc Truck	48,215	1FDXF47P37EA91748	\$1,000
FD	2007	Pierce	Pumper Fire Truck	500,000	4PICC01AX7A007528	\$25,000
PD	2007	Haulmark	Crime Scene Trailer	22,000	16HPB20227H156078	\$1,000
PW	2007	Peterbuilt	Dump Truck	71,000	2NPLLZ9X37M695220	\$1,000
PD	2009	Ford	Crown Victoria	10,000	2FAHP71V59X105445	\$1,000
PD	2009	Ford	Explorer XLT	10,000	1FMEU73E89UA30021	\$1,000
PD	2010	Dodge	Charger	20,000	2B3AA4CT6AH145864	\$1,000
PW	2010	Ford	F-350 Super Duty Truck	20,467	1FTWF3B58AEA90313	\$1,000
PW	2010	Ford	F-350 Super Duty Truck	20,467	1FTWF3B5XAEA90314	\$1,000
PD	2010	Dodge	Charger	20,000	2B3AA4CT0AH303566	\$1,000
PD	2010	Dodge	Charger	20,000	2B3AA4CT9AH303565	\$1,000
FD	2011	Chevy	Silverado K-2500 Pickup	40,000	1GC1KVCG7BF177701	\$1,000
FD	2011	Chevy	Silverado K-3500 Truck	40,000	1GC5KZCG4BZ262289	\$1,000
PD	2013	Ford	Explorer	35,000	1FM5K8AR3DGA22272	\$1,000
PD	2013	Ford	Explorer	35,000	1FM5K8AR3DGA22273	\$1,000
PD	2013	Ford	Explorer	35,000	1FM5K8AR4DGC40561	\$1,000
PD	2013	Ford	Explorer	35,000	1FM5K8AR6DGC40562	\$1,000
GARB	2013	Peterbilt	320 Garbage Truck	314,138	3BPZL70X8DF193588	\$10,000
PD	2014	Ford	F-350 Super Duty Truck	33,000	1FD8X3B61EEB36290	\$1,000
PD	2014	Ford	F-350 Super Duty Truck	33,000	1FD8X3B63EEB36291	\$1,000
PD	2014	Ford	Expedition XL	40,000	1FMJU1G51EEF31536	\$1,000
PD	2014	Ford	Expedition XL	40,000	1FMJU1G53EEF31537	\$1,000

Location	Year	Make	Body Type	Value	VIN	Physical Damage Deductible
FD	2015	Rosenbauer	Cobra Arial Truck	1,200,000	54F3DF1OFWM11278	\$25,000
FD	2015	International	Fire Truck	400,000	1HTGSSNT2FH143231	\$10,000
PD	2015	Ford	F-350 Super Duty Truck	33,000	1FD8X3B65EEB36292	\$1,000
PD	2015	Ford	F-350 Super Duty Truck	33,856	1FTRF3B64FEC03364	\$1,000
PD	2015	Ford	Explorer	35,000	1FM5K8AR2FGC66871	\$1,000
PD	2015	Ford	Explorer	35,000	1FM5K8AR0FGC66870	\$1,000
PD	2016	Ford	Explorer	35,000	1FM5K8AR7GGD30436	\$1,000
PD	2016	Ford	Taurus	35,000	1FAHP2MK5GG119398	\$1,000
GARB	2017	Peterbilt	Garbage Truck	330,500	3BPZL0X9HF1714117	\$10,000
PD	2017	Ford	Explorer	29,712	1FM5K8AR6HGE00994	\$1,000
PD	2017	Ford	Explorer	29,712	1FM5K8AR8HGE00995	\$1,000
PD	2018	Ford	Explorer	30,504	1FM5K8AR5JGB46619	\$1,000
PD	2018	Ford	Explorer	30,504	1FM5K8AR1JG846620	\$1,000
PD	2018	Ford	F-350 Super Duty Truck	31,620	1FT8X3C67JED02289	\$1,000
PD	2018	Ford	F-350 Super Duty Truck	42,673	1FT8X3B61JED02290	\$1,000
PD	2018	Ford	F-350 Super Duty Truck	40,539	1FT8X3D67JED02288	\$1,000
PD	2019	Ford	F-350 Super Duty Truck	41,474	1FT8X3B60KEF54940	\$1,000
PD	2019	Ford	F-350 Super Duty Truck	42,433	1FD8X3B63KEF19045	\$1,000
PD	2020	Ford	Explorer	34,844	1FM5K8AB8LGA71548	\$1,000

WORKERS' COMPENSATION& EMPLOYER'S LIABILITY

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2020 to July 1, 2021

Named State: Alaska

Workers' Compensation: **Statutory Benefits**

Employer's Liability:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Subject To:

- 0.92 2020-2021 Experience Modification
- 1.07 2019-2020 Experience Modification
- 1.07 2018-2019 Experience Modification
- 1.27 2017-2018 Experience Modification
- 1.12 2016-2017 Experience Modification

Audit Frequency: Annual

Estimated Payroll: \$4,878,430

WORKERS' COMPENSATION - SPECIFICATIONS

Classification	Code	2019-2020 Estimated Payroll	2019-2020 Base Rate	2020-2021 Estimated Payroll	2020-2021 Base Rate
Street, Road, Maintenance	5509	\$178,000	4.7751	\$204,400	3.8391
Water Works Operations	7520	\$105,000	3.1793	\$148,800	2.4954
Sewage Treatment Operations	7580	\$170,000	3.4839	\$182,950	2.6987
Firefighters and Drivers	7710	\$182,000	4.2878	\$185,640	3.8504
Firefighters, Drivers, Volunteers	7711	\$155,000	4.2878	\$280,000	3.8504
Police/Safety Officers, Volunteers	7720	\$1,125,000	3.7884	\$1,171,720	3.5117
Police Officer - Reserve	7720R	\$45,000	3.7884	\$45,000	3.5117
Municipal Garage, Retail Fuel Sales	8380	\$128,000	3.9833	\$130,560	2.9810
Clerical, Professional, Elected Officials	8810	\$1,920,000	0.3289	\$1,958,400	0.2597
Building Maintenance, Operations	9015	\$172,000	5.3476	\$190,400	4.2343
Parks, Recreation, Ice Rinks	9102	\$75,000	4.3366	\$101,400	3.2520
Refuse Collectors	9403	\$58,000	6.4439	\$59,160	5.0360
General Municipal Employees Other	9410	\$218,000	3.8615	\$220,000	2.8455
Total Payroll		\$4,531,000		\$4,878,430	

Note: Volunteer Firefighters Assume \$2,000 Payroll X # of Volunteers

AIRPORT OWNERS & OPERATORS GENERAL LIABILITY

Insurance Carrier: National Union Fire Ins. Co. Pittsburgh PA **Best Rating: A, XV**

Policy Period: July 1, 2020 to July 1, 2021

Coverage: Airport Owners and Operators General Liability coverage, in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined. Subject to policy terms, conditions and exclusions.

Limits:

Bodily Injury/Property Damage Each Occurrence	\$10,000,000
Products-Completed Operations Aggregate	\$10,000,000
Personal Injury and Advertising Injury Aggregate	\$ 2,000,000
Malpractice Annual Aggregate	\$ 2,000,000
Fire Legal - Any One Fire	\$ 50,000
Premises Medical - Each Person	\$ 5,000

HANGARKEEPERS – NOT IN FLIGHT

Hangarkeepers Each Occurrence	\$10,000,000
Hangarkeepers Each Aircraft	\$10,000,000
Deductible - Each Person	\$ 5,000

<u>NON-OWNED AIRCRAFT LIABILITY</u>	\$ 2,000,000
--	--------------

Note: Personal Injury Limit, Incidental Medical Malpractice, and Discrimination reduced to \$2M (\$10M buyback available for an additional premium of \$1,600.)
Non-Owned Liability Limit reduced to \$2M (\$10M buyback available for an additional premium of \$2,500).

Noteworthy Endorsement: 25% Minimum Earned Premium

Noteworthy Exclusions:

- Noise
- Pollution
- Nuclear Risks
- Date Recognition
- Fungi or Bacteria
- Asbestos
- Silica or Silica Related Dust

OPTIONAL COVERAGE'S FOR CONSIDERATION

- **POLLUTION LIABILITY** – Provides coverage for cleanup costs due to a “sudden and accidental” discharge of any pollutant.
- **UMBRELLA/EXCESS LIABILITY** – A form of liability insurance that protects you for claims in excess of the limits of your primary automobile, general liability and employer’s liability.



an Acrisure Agency Partner

Notice of Privacy Policy

Our Privacy Principals

- We do not sell customer information.
- We do not provide customer information to persons or organizations outside of our office, except to companies who are doing business on our behalf, for their own marketing purposes.
- We contractually require any person or organization providing products or services to customers on our behalf to protect the confidentiality of our customer information.
- We do not share customer medical information with anyone, unless you specifically authorize it or unless your insurance policy contract with us permits us to do so.
- We afford prospective and former customers the same protections as existing customers with respect to the use of personal information.

We maintain physical, electronic and organizational safeguards to protect customer information. We continually review our policies and procedures, monitor our computer network and test the strength of our security in order to help ensure the safety of our customer information

INFORMATION WE MAY COLLECT

We collect and use information we believe is necessary to administer our business, to advise you about our products and services and to provide you with customer service. We may collect and maintain several types of customer information needed for these purposes, such as those below.

Types of information we may collect and how we gather it:

- **From you:** on applications for insurance or on other forms, through telephone or in-person interviews with your agent or a customer service representative, such as your address or telephone number.
- **From your transactions:** such as your payment history with us, underwriting and claim documents.
- **From other agencies:** such as your driving record, your credit history or claims history.

HOW WE USE INFORMATION ABOUT YOU

We use customer information to underwrite your policies, process your claims, ensure your proper billing, service your accounts and to offer you other insurance products that we believe may suit your needs.

We share information about our transactions (such as payment of premium) and experiences (such as loss history) within our agency to better serve you and to assist in meeting your current product and service needs. We may also disclose customer information about you to persons or organizations outside our agency as permitted or required by law, including companies that perform marketing services for us or with whom we have joint marketing agreements. These agreements allow us to provide a broader selection of insurance products to you.

We share customer information as necessary to process your claims and protect you against fraud and unauthorized transactions.

SHARING OF INFORMATION WITHIN RISQ CONSULTING

What we share: Unless you tell us not to we may share information, within departments at RISQ Consulting, that was obtained from your application, such as your occupation; or information from a consumer report such as your credit history. We may also verify information provided by you, such as your driving record, or information regarding your employment, such as your employment history.

Why we share: We may share information about you within our agency to underwrite your policies, measure your interest in our products and services or to monitor customer trends.

If you prefer that we not share this information within our agency, please call us at (907) 365-5100 your direction not to share this information does not limit us from sharing certain information, about your transactions with us (such as your name, address or payment history) or your experiences (such as your claims activity.) This choice does not apply to our efforts to market products and services to you.



City of Palmer
 Policy Year 2020/21

Estimated Portion of APEI Premium for Policy Year 2020/21 that is attributable to COVID-19

APEI has estimated the amount of each member's premium that represents costs associated with COVID-19. This estimate was prepared to assist our members in evaluating the amount of their premium that is incurred due to COVID-19 in accordance with section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and related implementation guidance provided by the U.S. Treasury Department.

The COVID-19 amounts on this exhibit are an estimate based on the information we have to date. The final amount will be provided upon the binding of coverage.

Line of Business	Estimated Insurance Costs associated with COVID-19
Property (including Mobile Equip)	\$3,281.93
General Liability	\$3,171.75
Automobile	\$1,796.69
Workers' Compensation	\$10,246.11
All Lines Combined	\$18,496.48