



## KETCHIKAN GATEWAY BOROUGH

### GRANT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_, 20\_\_, by and between the **KETCHIKAN GATEWAY BOROUGH**, a general law municipality and a borough of the second class, 1900 First Avenue, Ketchikan, Alaska 99901, hereinafter referred to as the "**BOROUGH**," and the **Organization Name, Address**, Ketchikan, AK 99901, hereinafter referred to as the "GRANTEE":

Section 1: Definitions. For purposes of this agreement, the following terms shall have the meanings set forth:

- A. "Grant Administrator" means the **BOROUGH** employee identified in this agreement as the point of contact responsible for administration of this agreement on behalf of the **BOROUGH**.
- B. "GRANTEE Representative" means the person identified in this agreement who is: 1) authorized to act on behalf of and bind the **GRANTEE**; 2) responsible for communication with the **BOROUGH** concerning the Project; and 3) responsible for ensuring compliance with the terms of this agreement on the part of the **GRANTEE**.
- C. "Payment Schedule" means the timing and frequency of payments under the grant as described in Exhibit B – Payment Schedule.
- D. "Project" means the item to be constructed or service to be provided with the grant funds as described in Exhibit A – Grant Project Description and Scope of Work.
- E. "Project Match" means any funds or the value of labor and materials provided by the **GRANTEE** for the Project.

Section 2. Agreement to be bound.

The **GRANTEE** agrees to perform the work described in Exhibit A ("the Project"), which is attached hereto and incorporated by reference as if fully set forth herein.



The **GRANTEE** represents that it is willing to undertake the Project under the terms of this agreement, and has the capacity to fulfill the obligations set forth in this agreement. Further, the **GRANTEE** represents that the individual executing this agreement is authorized to sign on behalf of the **GRANTEE** and bind the **GRANTEE** to the provisions of this agreement.

### Section 3. Project Funding and Terms of Payment.

- A. The total amount of funds to be provided by the borough under this agreement is not to exceed **\$Grant Amount**. The payment of funds under this agreement is subject to the availability of lawfully appropriated funds.
- B. Payments of grant funds shall be made according to the payment schedule set out in **Exhibit B**, which is attached hereto and incorporated by reference as if fully set forth herein. Payment requests shall be submitted with a completed payment request form, an example of which is attached as **Exhibit C**.
- C. The **GRANTEE** acknowledges and understands that the funds provided under this agreement may only be used for purposes within the scope as described in **Exhibit A**. The **GRANTEE** agrees to only use the funds for these permitted purposes, to defend the **BOROUGH** as provided below in Section 5 (J) in the event of a challenge to the appropriate use of the funds, to cease spending any of the funds in the event of notification by the **BOROUGH** that a case has been filed challenging the expenditure of these funds, and to return any unexpended funds should such challenge be successful.
- D. The Project will be completed no later than June 30, 2022.
- E. The **GRANTEE** will return all unexpended grant funds to the **BOROUGH** at the earlier of expiration of 45 days from the date the Project is actually completed or expiration of 45 days from the date for completion of the Project set out in this agreement.

### Section 4. Obligations of the **BOROUGH**

- A. The **BOROUGH** shall make payments in accordance with the schedule in **Exhibit B**.
- B. The **BOROUGH**'s participation in the Project is limited to provision of grant funds.



- C. The fact that the grant has been awarded does not obligate the **BOROUGH** to operate or maintain the Project.
- D. The **BOROUGH** shall identify a Grant Administrator. The Grant Administrator for this grant is:
  - Jonathan Kelley – Staff Accountant
  - Ketchikan Gateway Borough
  - 1900 First Avenue, Suite 118
  - Ketchikan, Alaska 99901
  
  - Telephone: (907) 228-6614
  - Fax: (907)228-6698
  - E-mail address: Finance@kgbak.us

Section 5. Obligations of the **GRANTEE**.

- A. The **GRANTEE** is an independent contractor.
- B. The **GRANTEE** shall comply with all terms of this agreement.
- C. The **GRANTEE** will assure that, to the extent consistent with the purpose of the appropriation, the facilities or services provided with the grant will be available for use of the general public.
- D. The **GRANTEE** shall maintain records sufficient to account for all funds provided under this agreement and shall retain, for a period of six years after the Project has been completed, all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to matters covered by the grant. The **BOROUGH** retains the right to inspect or audit the records at any time during normal business hours, with or without notice to the **GRANTEE**.
- E. The **GRANTEE** will allow the **BOROUGH**, on request, access to all Project related records, including but not limited to financial records, for the purpose of audit or other procedures to verify compliance with the terms of this agreement.
- F. For grant awards of \$5,000 or more, the **GRANTEE** will submit a **QUARTERLY REPORT (EXHIBIT C)** to the **BOROUGH** until the Project is completed, regardless of whether or not expenditures have been made. Quarterly reports are due October 31, January 31, and April 30. Organizations that fail to submit quarterly reports will be ineligible for the following year's grant funding. A **FINAL REPORT (Exhibit D)** report is due within 30 days of Project completion, or



no later than July 31. For grant awards under \$5,000, the **GRANTEE** is not required to submit quarterly reports, but will submit the **FINAL REPORT (EXHIBIT D)** with any final reimbursement request within 30 days of project completion, or no later than July 31.

- G. The **GRANTEE** shall comply with all applicable local, state, and federal laws relating to the Project.
- H. The **GRANTEE** shall remain current on all payments due to the **BOROUGH** for all taxes; utility charges; and fees of any type.
- I. The **GRANTEE** shall include a provision in any agreements for purchase of goods or services by **GRANTEE** requiring the vendor to be current on sales taxes due to the City of Ketchikan and the Ketchikan Gateway Borough, and authorizing the **GRANTEE** to withhold funds from payments to the vendor and transmit the payments to the Borough if such sales tax payments are in arrears. Before authorizing payment of any invoice, fee, refund, or charge to a vendor or business for goods or services, the **GRANTEE** shall review the current "Listing of Businesses not in Compliance with Borough Sales Tax Ordinances" published by the Borough online with the link on the Borough sales tax page under **Delinquent Accounts**. The **GRANTEE** shall deduct from the amount due to the business by the **GRANTEE** such sum, if any, as may be due the Borough from that business for delinquent sales taxes, including penalties and interest on delinquent sales taxes. The amount deducted by the **GRANTEE** shall be remitted to the Borough in payment delinquent sales taxes, including penalties and interest.
- J. The **GRANTEE**, its successors, and assigns, will protect, save, and hold harmless the **BOROUGH** and its 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 agreement, including any claim that the grant violates federal or state law. The **GRANTEE** further agrees to defend the **BOROUGH** and its 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 agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the **BOROUGH** or its authorized agents or employees. However, if the claims or damages are



caused by or result from the concurrent negligence of (a) the **BOROUGH** and its 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.

Section 6. Miscellaneous.

- A. It is understood and agreed that this agreement is solely for the benefit of the parties to the agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement.
- B. The laws of the State of Alaska shall govern the construction, validity, performance, and enforcement of this agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, State of Alaska.
- C. The **BOROUGH**, by written notice, may terminate this agreement, in whole or in part, for substantial breach of this agreement. On termination for breach, the **BOROUGH** may seek to recover all monies previously paid to the **GRANTEE** under this agreement.
- D. The effective date of this agreement is the date this agreement is signed by the **BOROUGH**.
- E. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail at the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered, if served personally, or upon the expiration of forty-eight hours after the time of mailing, if mailed as provided in this section.

BOROUGH:                    Ketchikan Gateway Borough  
                                          Attention: Jonathan Kelley – Staff Accountant  
                                          1900 First Avenue, Suite 118  
                                          Ketchikan, Alaska 99901

GRANTEE:                    **Organization Name**  
                                          **Contact Person**  
                                          **Address**  
                                          Ketchikan, AK 99901



F. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

KETCHIKAN GATEWAY BOROUGH

\_\_\_\_\_  
Kacie Paxton  
Borough Clerk

\_\_\_\_\_  
Ruben Duran  
Borough Manager

APPROVED AS TO FORM:

CERTIFIED FUNDS AVAILABLE:

\_\_\_\_\_  
Glenn Brown  
Borough Attorney

\_\_\_\_\_  
Cynna Gubatayao  
Finance Director  
Account # 101-35-XXX-6090

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GRANTEE:

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name



**EXHIBIT A – GRANT PROJECT DESCRIPTION AND SCOPE OF WORK**

The FY 2022 grant funds will be used for **Project detail**.  
The total amount awarded for FY 2022 is **\$Dollar Amount**.

**EXHIBIT B – PAYMENT SCHEDULE AND TOTAL PROJECT COST**

Total Borough Grant amount	<b>\$Dollar Amount</b>
Other funding sources	<u>\$ 0.00</u>
Total Project Funds	<u><b>\$Dollar Amount</b></u>

Unless payments are tied to specific milestones identified below, payments of Grant Funds shall be made (1) as a reimbursement upon request supported by receipts and invoices, and (2) not more frequently than once per quarter unless otherwise approved by the Borough Manager.

[Grant recipients that also received grant funding in the prior year are eligible for lump-sum reimbursement so long as said grantee was wholly compliant with grant requirements in the prior year grant cycle.]



**EXHIBIT C –**

**QUARTERLY REPORT FORM  
(Required from all Organizations Receiving \$5,000 or More)**

**Date of Report:** \_\_\_\_\_

**Grant Recipient:** \_\_\_\_\_

**Borough Grant Funds Awarded: \$** \_\_\_\_\_

**Borough Grant Funds Received: \$** \_\_\_\_\_

**GRANT PROGRESS REPORTS MUST BE SUBMITTED TO THE KETCHIKAN GATEWAY BOROUGH FINANCE DEPARTMENT BY THE DEADLINES OUTLINE BELOW.**

- 1900 First Avenue, Suite 118, Ketchikan, Alaska 99901 • Email: [Finance@kgbak.us](mailto:Finance@kgbak.us) • Phone: 907-228-6614 •

**REPORTING REQUIREMENTS**

Organizations awarded grants of \$5,000 or greater are required to submit quarterly progress reports to the Ketchikan Gateway Borough. Progress reports are narrative in nature and are required even if no reimbursement is requested for a quarter.

At the end of the fourth quarter, all organizations shall complete the Final Report Form and submit it to the Borough Finance Department by July 31.

Organizations awarded grants totaling \$0-\$4,999 are not required to complete quarterly reports, but must submit a Final Report Form with any final reimbursement requests before July 31.

The reporting deadlines are as follows:

- First Quarter (July-September) Progress Report: October 31
- Second Quarter (October-December) Progress Report: January 31
- Third Quarter (January-March) Progress Report: April 30
- Final Report: July 31



### **Program or Project Updates**

If the grant request was for a capital project, describe the status of the project. What activities towards completion of the project occurred during the quarter? If the grant was for operational expenses, please give a description of the services provided during the quarter and an explanation of how many individuals and what population was served.



### **Outcomes**

Please provide an update on progress towards goals and objectives included in the organization's grant application.

### **Challenges**

Please describe any operational challenges the organization is facing in achieving the goals identified in its grant application.



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**EXHIBIT D -**

**FINAL REPORT FORM  
Required from All Organizations by July 31**

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**GRANT PROGRESS REPORTS MUST BE SUBMITTED TO THE KETCHIKAN GATEWAY BOROUGH FINANCE DEPARTMENT BY THE DEADLINES OUTLINE BELOW.**

• 1900 First Avenue, Suite 118, Ketchikan, Alaska 99901 • Email: [Finance@kgbak.us](mailto:Finance@kgbak.us) • Phone: 907-228-6614 •

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**REPORTING REQUIREMENTS**

All organizations must submit this report form, with any final reimbursement requests, before July 31.

**Date of Report:** \_\_\_\_\_

**Grant Recipient:** \_\_\_\_\_

**Borough Grant Funds Awarded: \$** \_\_\_\_\_

**Borough Grant Funds Received: \$** \_\_\_\_\_

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### **Program or Project Updates**

Provide an explanation of how the Borough grant funding was expended and how it benefited the community:



### Outcomes

Each organization was required to include three specific goals and objectives in its funding application. Please outline each goal and objective with corresponding measurements below as well as the success of the organization in achieving the goals and objectives.

Goal 1:

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Objectives:

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Proposed Measurements:

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Results:

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Goal 2:

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Objectives:

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Proposed Measurements:

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Results:

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Were goals and objectives stated in the application met? Why or why not?

Please explain what the program or organization accomplished during the funding cycle. Include one example or story that illustrates success.



**EXHIBIT E – REIMBURSEMENT REQUEST**

<b>KETCHIKAN GATEWAY BOROUGH</b>				
DIRECT BOROUGH GRANT REIMBURSEMENT REQUEST				
Grantee:			GL Number:	
Project Name:			Report Period:	
Report #:		Final - Yes / No	From:	To:
<b>Borough Share Grant Funds</b>				
Cost Category	Authorized Budget	Expenditures this Report Period	Total Expenditures to Date	Balance of Grant Funds
Program Funds	\$			\$
Administration	\$			\$
<b>Total this Report</b>	\$			\$
Less/Advance/DVP	\$			\$
Net Reimbursement	\$			\$
<b>Grantee Share Contribution</b>				
Cost Category	Local Share Authorized Budget	Local Share Expenditures This Period	Total Local Share Expenditures To Date	Balance of Local Share Contribution
Local Share Contribution	\$			\$
Administration	\$			\$
<b>Total Local Share Expenditures</b>	\$			\$
<b>Requirements:</b> Grantees are required to fill out a Borough Community Grant Final Report Form with the final reimbursement requests. Organizations awarded Grants of \$5,000 or more are also required to submit progress reports during the first, second and third quarters whether funds were expended that quarter or not. Quarterly reports should be no more than two pages long.				
<i>Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.</i>				
			Ketchikan Gateway Borough (KGB) Finance Department Use	
Grantee Signature		Date	Purchase Order No:	
			Payment Amount:	
			KGB Approval:	
Name and Title			Date:	

