

City of Valdez

*212 Chenega Ave.
Valdez, AK 99686*



Meeting Agenda - Final-revised

Tuesday, June 2, 2020

7:00 PM

Regular Meeting

Council Chambers

City Council

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC BUSINESS FROM THE FLOOR

V. CONSENT AGENDA

1. [Approval To Go Into Executive Session: Attorney/Client Communication Regarding Foreclosure of Property](#)
2. [Appointment to Valdez Museum & Historical Archive Association Board of Directors \(Two-Year, Seven-Month Term\) - Jim Shirrell](#)
3. [Acceptance of Resignation from the City Parks & Recreation Commission \(JJ Kinstrey\)](#)
4. [Proclamation Recognizing National Trails Day](#)

VI. NEW BUSINESS

1. [Discussion Item: COVID-19 Update](#)

VII. RESOLUTIONS

1. [#20-30 - Authorizing the Submission of the 2020/2021 EMPG Matching Grant Application to the Division of Homeland Security and Emergency Management](#)
2. [#20-31 - Accepting Coronavirus Relief Funds in the Amount of \\$1,686,597.73 from the Alaska Department of Commerce, Community and Economic Development for Costs that are for Necessary Expenditures Incurred Due to the Public Health Emergency with Respect to the Coronavirus Disease 2019 \(COVID-19\) and Amending the 2020 Budget to Reflect the Grant Revenue](#)
3. [#20-32 - Authorizing the Continuance of the Local Government Disaster Declaration](#)

VIII. REPORTS

1. [Monthly Treasury Report - March, 2020](#)
2. [Report: Wildlife Resistant Container Program Outreach Group \[Update #6\]](#)

IX. CITY MANAGER / CITY CLERK / CITY ATTORNEY / MAYOR REPORTS

1. City Manager Report

1. [City Managers Report, June 2, 2020](#)

2. City Clerk Report

3. City Attorney Report

4. City Mayor Report

X. COUNCIL BUSINESS FROM THE FLOOR

XI. EXECUTIVE SESSION

XII. RETURN FROM EXECUTIVE SESSION

XIII. ADJOURNMENT

XIV APPENDIX

1. [Council Calendar - June 2020](#)



Legislation Text

File #: 20-0214, **Version:** 1

ITEM TITLE:

Approval To Go Into Executive Session: Attorney/Client Communication Regarding Foreclosure of Property

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

Alaska Statute AS 44.62.310 provides an exception to the Alaska Open Meetings law (AS 44.62.310) which allows the City Council to meet in executive session for the purpose of discussion related to:

1. Matters which involve litigation and where matters of which the immediate knowledge would clearly have an adverse effect upon the finances of the City.

2. Matters which by law, municipal charter, or ordinance are required to be confidential.

Any formal action related to the discussion requiring a motion and vote of the governing body must be done in open session.



Legislation Text

File #: 20-0215, **Version:** 1

ITEM TITLE:

Appointment to Valdez Museum & Historical Archive Association Board of Directors (Two-Year, Seven-Month Term) - Jim Shirrell

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Appoint Jim Shirrell to a two-year, seven month term on the Valdez Museum & Historical Archive Association Board of Directors

SUMMARY STATEMENT:

Two vacancies exist on the VMHA Board due to both resignation and term expiration.
The City Clerk's Office continues to advertise the vacancies as open until filled.
One application was recently received and is presented to City Council for consideration.

- Jim Shirrell

Appointee will serve a two-year, seven-month, expiring January 2023.

Application Form

Profile

Jim

First Name

Shirrell

Last Name

jshirrell2@gmail.com

Email Address

Valdez Mailing Address (PO BOX # or HCI BOX #)

PO Box 2319

726 N Snow Tree

Home Address

Suite or Apt

Valdez

City

AK

State

99686

Postal Code

Mobile: (907) 202-3715

Primary Phone

Mobile: (907) 202-3619

Alternate Phone

Retired

Employer

Commercial Analyst / Contract
Administrator

Occupation

Which Boards would you like to apply for?

Valdez Museum & Historical Archive Association Board of Directors: Submitted

Question applies to multiple boards

Required Time Commitment: All city board/committee members and commissioners are expected to (1) be present at most, if not all, board/committee or commission meetings and (2) review agenda materials prior to arriving for the meeting to be best prepared for discussion and decision making. Are you aware of the time commitment involved in serving on this particular board, committee, or commission? Are you willing and able to commit to regular meetings plus work sessions every month for your full term?

Yes

How did you learn about this vacancy? *☒ Other

Question applies to Valdez Museum & Historical Archive Association Board of Directors

There are different term length options available for appointments in 2020. Which term length(s) do you prefer? *

☒ Term Expiring January 2023

Learned of vacancy from discussion with Museum Executive Director Patty Relay

Interests & Experience

Why are you interested in serving on a City of Valdez board or commission?

I am a long term supporter of the Valdez Museum & Historical Archive Association's mission. The Museum performs a critical function in its role to save & chronicle Valdez's history and provide a significant contribution to our tourism market. I believe that I can contribute value to the Board in delivering on the Museums mission.

Please outline your education, work, and volunteer experience which will assist you in serving on a City of Valdez board/commission.

Education: • BA - Law and Justice, Central Washington University • MBA - Willamette University
Employment Experience: • Retired as of 2015 • Teck Alaska Resources, Red Dog Mine, Northwest Arctic Borough Contracts Administrator, 2010 – 2014 • Alyeska Pipeline Service Company, Valdez Marine Terminal & SERVS Business Analyst, Buyer, Sourcing Coordinator, Sector Mgr, 1995 – 2009 • First National Bank of Alaska 1985 – 1994, Valdez Branch Manager 89-94 Valdez Public Service: • Valdez City Council, 6 terms – 4 in late 90's early 2000's, 2- 2015/19) • Valdez Senior Center Board, Manager (Volunteer) / President 1.5 years / Treasure to 2015-16 • Alaska Gas line Port Authority • COV Permanent Fund Committee off & on 1996-2019 • Mayor's Task Force for Health Care Planning • Valdez Schools Budget Committees, Late 90's - early 2000's • Valdez Hospital Design / Construction Task Force • COV Planning & Zoning, 1992-96 • Valdez Medical Clinic Design / Construction Task Force • Valdez Convention & Visitor Bureau Board, 1990 to 95

[Valdez_City_Clerk.pdf](#)

Upload a Resume or Letter of Interest

May 25, 2020

City of Valdez Deputy City Clerk

RE: Application to Valdez Museum Board of Directors

Allie,

Enclosed is my Application to Valdez Museum Board of Directors.

Please review and submit to the Valdez City Council for approval.

If I can provide additional information call or text.

Thank you,

Jim Shirrell
907-202-3715
shirrell@cvinternet.net



Legislation Text

File #: 20-0216, **Version:** 1

ITEM TITLE:

Acceptance of Resignation from the City Parks & Recreation Commission (JJ Kinstrey)

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Accept JJ Kinstrey's resignation from the City Parks & Recreation Commission

SUMMARY STATEMENT:

JJ Kinstrey tendered his resignation from the City Parks & Recreation Commission both verbally and by email. The resignation letter (attached) was provided to the City Clerk's Office for processing and is being provided to City Council for formal acceptance.

The City Clerk's Office will begin advertising to fill the partial term vacancy (expiring October 2020). Citizens interested in serving on the commission are encouraged to submit an application through the City boards and commissions portal: valdezak.gov/boardsandcommissions. Paper applications are also available at City Hall.

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

From: Kinstrey, John J BMC <John.J.Kinstrey@uscg.mil>

Sent: Wednesday, March 11, 2020 12:08 PM

To: Allie Ferko <AFerko@ValdezAK.Gov>

Subject: Change of Command

Good Morning Allie,

Sadly the Kinstrey family will be departing this summer for North Carolina.

This also brings me up to my next point. My Parks and Rec Commission seat. Unfortunately the May meeting will be my last in town. I should have mentioned this last night at the meeting but I can also pass the info during the March meeting. Just wanted to pass that along to you.

Thank You,

JJ

BMC J.J. Kinstrey
Officer In Charge
Station Valdez
907-834-5350



Legislation Text

File #: 20-0217, **Version:** 1

ITEM TITLE:

Proclamation Recognizing National Trails Day

SUBMITTED BY: Sheri Pierce, MMC, City Clerk

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

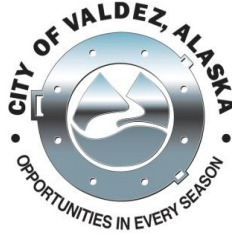
Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

This proclamation recognizes National Trails Day on Saturday, June 6, 2020. Lanette Oliver, Executive Director, Valdez Adventure Alliance, will be present to accept the Proclamation.



PROCLAMATION

WHEREAS, American Hiking Society's National Trails Day is a celebration of America's magnificent trail system, occurring annually on the first Saturday in June and is a day of public events aimed at advocacy and trail service when thousands of hikers, bikers, rowers, horseback riders, trail clubs, federal and local agencies, land trusts, and businesses come together in partnership to advocate for, maintain, and clean up public lands and trails; and

WHEREAS, National Trails Day unites the trails community by connecting more people to trails and public lands with the goals of improving the trails and places we love, sustaining America's remarkable trails system, and preserving beloved trails for future generations; and

WHEREAS, Valdez Adventure Alliance supports recreational and stewardship events, and annually hosts a National Trails Day volunteer event, and that this event for 2020 has been modified to meet COVID-19 restrictions and recommendations; and

WHEREAS, we recognize trails in Valdez as an important community resource for the enjoyment and physical and mental well-being of Valdez citizens; and

WHEREAS, The Alaska Department of Natural Resources Division of Parks & Outdoor Recreation's Recreational Trails Program provides reimbursable, matching funds to develop and repair recreational trails and trail-related facilities; and the Outdoor Recreational Trails Advisory Board is responsible for reviewing and recommending funding for the Recreational Trails Program; and Valdez Adventure Alliance did submit an application for said funding with a Letter of Support from the Valdez City Council; and Valdez Adventure Alliance has been awarded a \$48,000 Recreational Trails Program grant to be used for trail surface improvements for 1,500 feet of Shoup Bay Trail during summer of 2020; and

WHEREAS, Valdez Adventure Alliance is commended for their efforts in support of our community trails and we offer our congratulations on the award of the Recreational Trails Program grant for 2020.

NOW, THEREFORE, I, Jeremy O'Neil, Mayor of the City of Valdez, do hereby proclaim Saturday, June 6, 2020, as

Trails Day

in Valdez, and encourage all citizens, even while social distancing, to support the nationwide movement and commit to taking at least one action in 2020 to preserve trails and fight for equitable access to quality green space.

CITY OF VALDEZ, ALASKA

ATTEST:

Jeremy O'Neil, Mayor

Sheri L. Pierce, MMC, City Clerk



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 20-0218, **Version:** 1

ITEM TITLE:

Discussion Item: COVID-19 Update

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

City Administration will provide COVID-19 update for discussion.



Legislation Text

File #: RES 20-0030, **Version:** 1

ITEM TITLE:

#20-30 - Authorizing the Submission of the 2020/2021 EMPG Matching Grant Application to the Division of Homeland Security and Emergency Management

SUBMITTED BY: Aaron Baczuk, Emergency Manager

FISCAL NOTES:

Expenditure Required: \$25,000

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: 3674-0015-4004-1100/41300

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

This funding helps the City of Valdez continue to improve emergency management operations. Grant funds are used to fund the Emergency Manager position. The EMPG grant is a \$50,000 grant which requires matching funds. Therefore acceptance of the grant will require the city to allocate matching funds in the amount of \$25,000. Since the matching grant funds were not included in the budget, city council approval is required to allocate matching funds in the amount of \$25,000 prior to submission of the grant application.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND ALLOCATING \$25,000 IN MATCHING FUNDS

WHEREAS, the Alaska Division of Homeland Security and Emergency Management has informed the city of a grant available through the Emergency Management Performance Grant program to enhance our capabilities to respond to all hazards; and

WHEREAS, the grant requires 50% in local matching funds totaling \$25,000 for a total grant amount of \$50,000 to be allocated to the City Emergency Management fund; and

WHEREAS, the City intends to utilize these grant funds for salary, benefits and to train a single point of contact to coordinate emergency management roles and responsibilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

The city council authorizes the submission of a grant application to the Alaska Division of Homeland Security and Emergency Management and upon award of the grant may accept and appropriate by resolution a budget amendment accepting grant funds and allocating the required matching grant funds in the amount of \$25,000.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ ALASKA, this 2nd day of June, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) Application

Application Deadline 11:59 p.m., Monday June 8, 2020

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

Jurisdiction:	City of Valdez		
EMPG Status	<input checked="checked" type="checkbox"/> Current EMPG Program participant <input type="checkbox"/> New EMPG Program applicant	Total Amount Requested	\$ \$25,000

1. Briefly explain why these funds are needed to support the emergency manager or coordinator position.
This funding helps the City of Valdez to continue to improve the Emergency Operations of the city by funding and Emergency Manager
2. Complete the Funded Staff Worksheet and attach to application.
3. Briefly describe the method used to code or track funded staff time spent on emergency management activities charged to the grant and used to meet local match requirement.
Financial worksheet submitted every quarter
4. Complete the EMPG Annual Work Plan and attach to application.
5. Complete the EMPG Annual Spend Plan and attach to application.
6. Complete Signatory Form and attach to application.

Jurisdiction EMPG Point of Contact

Name: Aaron Baczuk

Telephone Number: 907-202-073

Address: PO BOX 307, Valdez, AK 99686

Fax Number:

Email Address: ABaczuk@ValdezAk.gov

Authorization to Submit Application:

By signature below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer:

Printed Name: Brian Carlson, Finance Director

Signature

Jurisdiction Signatory Official:

Printed Name: Mark Detter, City Manager

Signature

Project Applications may be submitted electronically (in PDF format with complete signatures), or by mail, or fax, to:

Division of Homeland Security and Emergency Management

Attn: Homeland Security Grants Administrator

PO Box 5750

JBER, Alaska 99505-5750

Email: mva.grants@alaska.gov

Fax: (907) 428-7009 / Phone: (907) 428-7000 or 1-800-478-2337

Applications are due no later than 11:59 p.m., Monday, June 8, 2020

Federal Fiscal Year 2020
Emergency Management Program Funded Staff Worksheet

Local EMPG Program Funded Staff			Indicate whether Full-time or Part-time in Emergency Management Duties		If Part-time indicate number of hours worked per week on Emergency Management Duties
Name: Aaron Baczuk			Select Item		
Position: Emergency Manager					
Required Training	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
Name:			Select Item		
Position:					
Required Training	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
Name:			Select Item		
Position:					
Required Training	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
Name:			Select Item		
Position:					
Required Training	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b
Name:			Select Item		
Position:					
Required Training	<input type="checkbox"/> IS 100.b	<input type="checkbox"/> IS 200.b	<input type="checkbox"/> IS 700.a	<input type="checkbox"/> IS 800.b	<input type="checkbox"/> IS 120.a
<input type="checkbox"/> IS 230.d	<input type="checkbox"/> IS 235.b	<input type="checkbox"/> IS 240.b	<input type="checkbox"/> IS 241.b	<input type="checkbox"/> IS 242.b	<input type="checkbox"/> IS 244.b

Federal Fiscal Year 2020
Emergency Management Program Grant Annual Work Plan

Jurisdiction:	City of Valdez
---------------	-----------------------

Check the boxes of the emergency management (EM) goals your jurisdiction's emergency management program plans to accomplish this grant performance period. Your jurisdiction will be required to report quarterly on your progress for each identified activity.

Reminder: The Alaska Division of Homeland Security and Emergency Management directs the local jurisdiction pass through EMPG funding can only be used for salary and benefits of the EM program individual(s) identified on the attached application. Only salary and benefits associated with the EM staff time used to achieve the emergency management goal can be reimbursed or used as local match through EMPG.

A. 2020 EMPG State of Alaska Requirements:

- ☒ Emergency Management Performance Grant mid-year grant review (Review by DHS&EM staff following second quarter report). Jurisdictions may be required to provide a spending plan to DHS&EM if at least 45% of awarded funds are not expended.
- ☒ Update of jurisdiction's Whole Community Input Form (WCIF) to be completed by June 30, 2021. Jurisdiction's input will be used towards the State of Alaska Threat and Hazard Identification and Risk Assessment (THIRA).
- ☒ Develop a local jurisdiction multi-year Training and Exercise Plan (TEP) to be submitted to DHS&EM by March 1st.
- ☒ Participate in the state multi-year Training and Exercise Plan Workshop (TEPW) to be held in conjunction with DHS&EM's spring Bi-Annual Preparedness Conference.
- ☒ EMPG personnel (funded and documented for match requirement) must complete IS 100, IS 200, IS 700, IS 800, and the FEMA Independent Study Program (ISP) Professional Development Series (PDS) by June 28, 2021.
- ☒ Signatory Authority Form

B. 2020 EMPG Grant Assurances

- ☒ Must ensure federally funded preparedness assistance programs reflect and support National Incident Management System (NIMS) implementation, and must be in full NIMS compliance by having adopted the required compliance.

C. 2020 EMPG Grant Activities

Mitigation Plans

- ☒ Conduct a hazard analysis and risk assessment prior to mitigation plan development
- ☒ Develop or enhance all-hazards mitigation plans

Emergency Management and Operation Plans

- ☒ Modify existing incident management and emergency operations plans aligning them with the guidelines of Comprehensive Preparedness Guide 101 Version 2 (CPG 101 V2)
- ☒ Modify existing incident management and emergency operations plans
- ☒ Develop or enhance comprehensive emergency management plans
- ☐ Develop or enhance large-scale and catastrophic event incident plans

Continuity and Administrative Plans

- ☒ Develop or enhance Continuity of Operation (COOP) and Continuity of Government (COG) plans
- ☐ Develop or enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement and Planning

- ☒ Develop or enhance emergency management and operations plans to integrate citizen, volunteer, and other non-governmental organization resources and participation
- ☒ Provide training and other support as necessary to assist local jurisdictions to further develop preparedness through community, school, private sector, and business outreach
- ☒ Build new partnerships to expand planning and citizen capabilities
- ☐ Community-based plans to advance "whole community" security and emergency management

**Federal Fiscal Year 2020
EMPG Annual Work Plan (continued)**

Jurisdiction: **City of Valdez**

- ☐ Public education and awareness on emergency management and preparedness
- ☒ Plans to foster public-private sector partnerships
- ☐ Brief civic groups and senior citizens on local hazards and family preparedness plans
- ☐ Conduct awareness, individual response training, and evacuation drills in schools
- ☐ Conduct workshops on the local Emergency Operations Plan (EOP) or Emergency Response Plan (ERP)
- ☐ Arrange for disaster preparedness and response information to be included in utility bills, or as inserts in the local newspaper
- ☐ Publish emergency preparedness information in the local telephone directory
- ☐ Prepare an emergency preparedness calendar for distribution throughout the community
- ☒ Work with Local Emergency Planning Committee (LEPC) (where LEPC exists)
- ☒ Public education and awareness
- ☒ Develop or formalize agreements through letters or memorandums of understanding (MOU) to clarify mutual expectations, if existing, with local agencies or private organizations that can assist with emergency planning preparation, response, or recovery
- ☐ Develop intra-state mutual aid agreements that encourage building partnerships across all levels of government, tribal organizations, non-governmental organizations, and private entities in neighboring jurisdictions
- ☐ Program evaluations

Resource Management Planning

- ☒ Develop or enhance logistics and resource management plans
- ☒ Develop or enhance volunteer and donations management plans

Evacuation Planning

- ☐ Develop or enhance evacuation plans, including plans for: alerts and warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry
- ☒ Identify planning gaps and capability shortfalls
- ☐ Identify access and functional needs considerations
- ☒ Identify animal evacuation considerations
- ☐ Identify embarkation/debarkation sites
- ☐ Development of phased-zone evacuation approach

Pre-Disaster Recovery Planning

- ☒ Disaster housing plans; such as create or support a local disaster housing task force and develop or enhance local disaster housing plans
- ☐ Pre-event response, recovery, and mitigation plans in coordination with State, local, and tribal governments
- ☐ Develop and enhance other response and recovery plans

Recovery Planning

- ☐ Develop or enhance long-term recovery plans

Training and Exercise

- ☒ Develop, update, enhance, or conduct exercise activities
- ☐ Develop, update, enhance, or conduct training activities

Implementation of Community Lifelines Concepts

- ☒ Update emergency operations plans to address community lifelines

- ☐ Training of emergency managers on community lifelines concept and use
- ☐ Exercises to measure effectiveness of community lifelines implementation

Additional EMPG Program Related Activity

- ☐ Additional EMPG program eligible activity described within the 2020 EMPG work plan



Legislation Text

File #: RES 20-0031, **Version:** 1

ITEM TITLE:

#20-31 - Accepting Coronavirus Relief Funds in the Amount of \$1,686,597.73 from the Alaska Department of Commerce, Community and Economic Development for Costs that are for Necessary Expenditures Incurred Due to the Public Health Emergency with Respect to the Coronavirus Disease 2019 (COVID-19) and Amending the 2020 Budget to Reflect the Grant Revenue

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: \$1,686,597.73

Unencumbered Balance: \$1,686,597.73

Funding Source: CARES Grant AK-DCCED; 352-3800-33442

RECOMMENDATION:

Approve

SUMMARY STATEMENT:

- This item amends the 2020 Budget by accepting \$1.68MM in new revenues allocated to Valdez via the CARES act.
- A 14-page grant agreement accompanies the resolution, to be signed by the Mayor if the City wishes to receive these funds
- There is no match required of the recipient (City). The grant has stipulations regarding allowable expenses. Any unused funds must be returned to AK-DCCED
- Staff will keep Council apprised of qualifying expenditures and other program parameters during its regular COVID-19 updates to ensure optimal use of funds

CITY OF VALDEZ, ALASKA

RESOLUTION #20-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, ACCEPTING CORONAVIRUS RELIEF FUNDS IN THE AMOUNT OF \$1,686,597.73 FROM THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT (HEREINAFTER "DEPARTMENT") FOR COSTS THAT ARE FOR NECESSARY EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19) AND AMENDING THE 2020 BUDGET TO REFLECT THE GRANT REVENUE

WHEREAS, the City of Valdez wishes to provide the above described funds for the community of Valdez.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that

Section 1. The City of Valdez agrees to accept the Coronavirus Relief Funds from the Department and to comply with the conditions in the Grant Agreement between the City of Valdez and the Department.

Section 2. The 2020 City Budget is revised by establishing revenue account #352.8500.33442, CARES Grant AK-DCCED, and recognizing \$1,686,597.73 in additional revenues.

Section 3. The 2020 City Budget is further revised by establishing expense account #352.8500.55200, CARES Grant AK-DCCED, and appropriating \$1,686,597.73 thereto.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 2nd day of June, 2020.

City of Valdez, Alaska

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



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	
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 Lynn Kenealy	
Street/PO Box				Title Local Government Specialist	
City/State/Zip				Street/PO Box 550 West 7th Ave, Suite 164	
Contact Person				City/State/Zip Anchorage, AK 99501	
Phone		Fax		Phone 907-269-8122	Fax 907-269-4539
Email				Email ResourceDesk@alaska.gov	

AGREEMENT The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **City of Valdez, Alaska** (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 **\$1,686,597.73**.

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 Jeremy O'Neill, Mayor	Printed Name and Title
Date June 2, 2020	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



Legislation Text

File #: RES 20-0032, **Version:** 1

ITEM TITLE:

#20-32 - Authorizing the Continuance of the Local Government Disaster Declaration

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: [Click here to enter text.](#)

Unencumbered Balance: [Click here to enter text.](#)

Funding Source: [Click here to enter text.](#)

RECOMMENDATION:

[Click here to enter text.](#)

SUMMARY STATEMENT:

AS 26.23.140 allows for the continuation of a local disaster declaration for a period of more than seven (7) days by the consent of the local governing authority.

Because of the ongoing nature of the emergency, the declaration of disaster dated March 17, 2020, shall remain in effect until June 17, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first. The extension of the declaration also waves provisions of Chapter 2.80 - Procurement Policy until June 17, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

CITY OF VALDEZ, ALASKA

RESOLUTION NO. 20-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,
ALASKA, AUTHORIZING THE CONTINUANCE OF THE COVID-19
LOCAL GOVERNMENT DISASTER DECLARATION

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of the COVID-19 in Alaska; and

WHEREAS, on March 17, 2020, the City of Valdez declared a local government disaster in preparation of an outbreak of the COVID-19 in the community; and

WHEREAS, while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Valdez to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, AS 26.23.140 allows for the continuation of a local disaster declaration for a period of more than seven (7) days by the consent of the local governing authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Valdez, Alaska, that:

Section 1. Because of the ongoing nature of the emergency, the declaration of disaster dated March 17, 2020, shall remain in effect until June 17, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

Section 2. The provisions of Chapter 2.80 – Procurement Policy, may be waived until June 17, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

PASSED AND APPROVED this 2nd day of June, 2020.

CITY OF VALDEZ, ALASKA

Jeremy O'Neil, Mayor

ATTEST:

Sheri L. Pierce, MMC, City Clerk



LOCAL GOVERNMENT DISASTER DECLARATION CITY OF VALDEZ, ALASKA

WHEREAS, on March 11, 2020, the World Health Organization declared that the global coronavirus crisis or COVID-19 is now a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to an anticipated outbreak of COVID-19 in Alaska; and

WHEREAS, the City of Valdez is a political subdivision within the State of Alaska; and

WHEREAS, while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Valdez to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, it is essential to implement local emergency powers given the potential ability of the virus to cause death or injury to people, necessitating measures to protect the public health, safety and welfare; and

WHEREAS, this public health emergency may require significant overtime by city personnel, emergency contractual engagement of supplies or medical personnel or resources to protect the public health, safety and welfare.

NOW, THEREFORE, It is hereby declared that:

Section 1. The Mayor of the City of Valdez does declare a Local Disaster Emergency per AS 26.23.140 to exist within the City of Valdez.

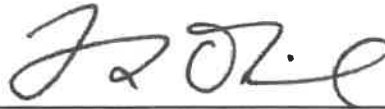
Section 2. It is requested that the Governor of Alaska provide State assistance to the City in its response to the virus necessary to meet the public safety and welfare needs arising from or incidental to COVID-19 and to recover from the damages caused.

Section 3. A public health related order, if any, shall be consistent with federal or state public health official recommendations.

Section 4. City Council approval shall be required prior to the issuance of any orders (1) related to private property, (2) related to mass quarantine or isolation, or (3) related to rationing of goods or supplies.

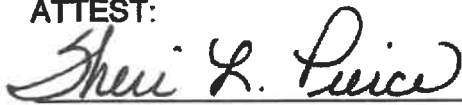
IT IS FURTHER DECLARED AND ORDERED that during the existence of this State of Emergency the City Manager shall exercise those powers, functions and duties prescribed by Alaska Statutes, the City Charter, and all applicable ordinances, resolutions, special acts, and the City Emergency Operations Plan in order to minimize the effects of said emergency.

DATED: This 17th day of March, 2020.



Jeremy O'Neil, Mayor

ATTEST:



Sheri L. Pierce, MMC, City Clerk





Legislation Text

File #: 20-0219, **Version:** 1

ITEM TITLE:

Monthly Treasury Report - March, 2020

SUBMITTED BY: Brian Carlson, Finance Director

FISCAL NOTES:

Expenditure Required: n/a

Unencumbered Balance: n/a

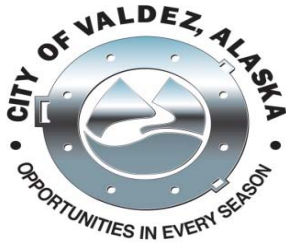
Funding Source: n/a

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Monthly treasury report per City Code.

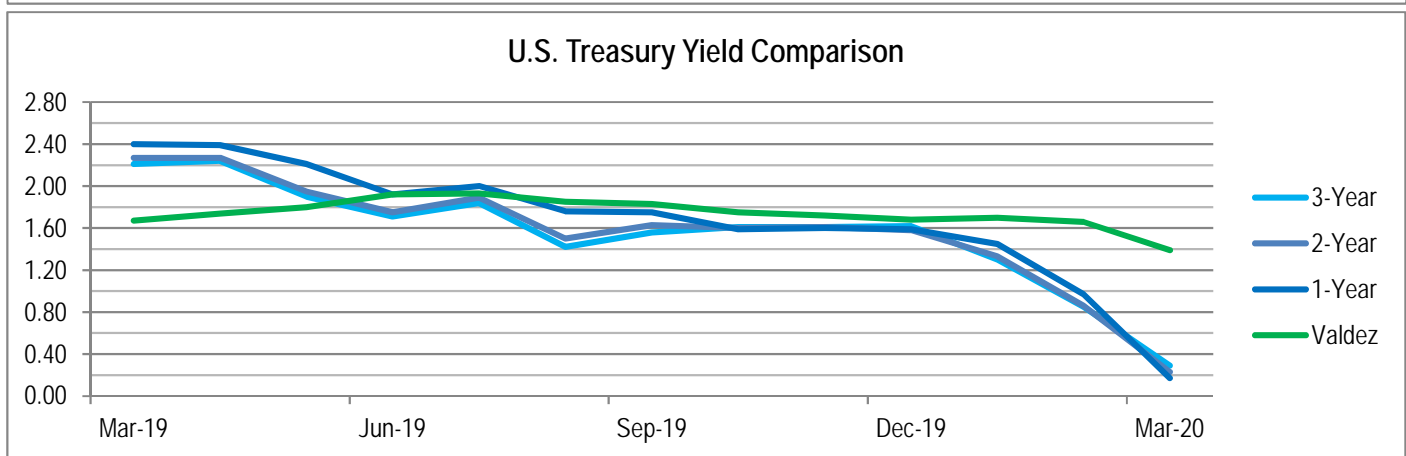
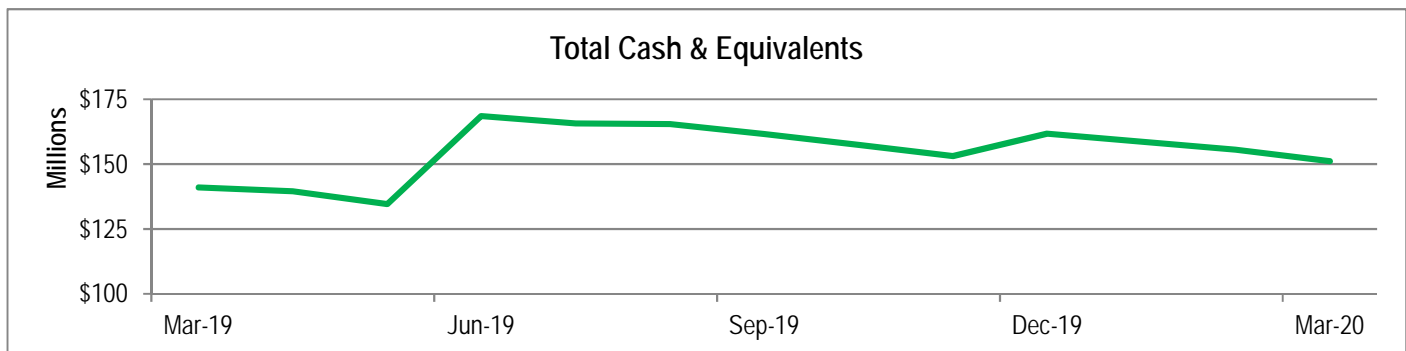


MONTHLY TREASURY REPORT

Period Ending: March 31, 2020

Prepared By: Jordan Nelson, Financial Analyst

		Begin			End		
		<u>Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>	<u>Yield</u>	<u>Notes</u>
Central Treasury		150,134,881	7,559,215	(12,084,469)	145,609,628	1.37%	
Central Treasury	Wells Fargo	96,512,605	756,613	(1,762,000)	95,507,219	1.67%	
Money Market	Wells Fargo	52,838,031	63,185	(3,000,000)	49,901,216	0.81%	
Checking	Wells Fargo	996,404	5,077,404	(5,853,725)	220,083	0.00%	
Payroll	Wells Fargo	(212,158)	1,662,012	(1,468,743)	(18,889)	0.00%	
Restricted		5,403,016	36,453	-	5,439,469	1.92%	
Debt Service	Wells Fargo	5,397,866	36,453	-	5,434,320	1.92%	
Police	Wells Fargo	5,149	0	-	5,149	0.00%	
Total		155,537,897	7,595,669	(12,084,469)	151,049,097	1.39%	





Legislation Text

File #: 20-0212, **Version:** 1

ITEM TITLE:

Report: Wildlife Resistant Container Program Outreach Group [Update #6]

SUBMITTED BY: Bart Hinkle, Chief of Police

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

Representatives from multiple City of Valdez departments have assembled a team to conduct public information/outreach concerning the Wildlife Resistant Container program. The members of the team are: Allie Ferko (PIO/Clerks), Dan Plaster (Police Department), Bart Hinkle (Police Department), Rob Comstock (Public Works), Erick Garcia (Public Works), Venessa Dawson (Public Works), Nicholas Farline (Parks, Recreation and Cultural Services), Roxanne Murphy (City Administration), and Barb Rusher (Finance). Jake Staser serves as Legal advisor.

The team aims to meet on a weekly basis (although that has been modified a bit due to recent events) to identify and implement the most efficient and strategic methods to effectively communicate the WRC program to the citizens of Valdez.

STEP ONE: WRC PROGRAM WEBSITE (COMPLETE - MARCH 4, 2020)

STEP TWO: WRC AGREEMENT FORM AVAILABLE (COMPLETE - MARCH 16)

STEP THREE: *UPDATED* WRC FORM AVAILABLE (COMPLETE - APRIL 13)

STEP FOUR: WRC PROGRAM FLIERS AND PROMOTIONAL VIDEO PUBLISHED. WRC PROGRAM MAILER SENT TO PO BOXES (COMPLETE - APRIL)

STEP FIVE: WRC PAYMENTS FOR PURCHASE ESTABLISHED, WRC DELIVERY TO CITIZENS (COMPLETE/ONGOING)

STEP SIX: IMPLEMENT WILDLIFE RESISTANT CONTAINERS

The date in which containers other than the COV issued/approved Wildlife Resistant Containers will NOT be accepted has been extended until July 1. For those that have received the WRC from the City, there is no change. The extension merely means that “other” containers will be collected throughout the month of June.

As of 5/27/20:

- 596 WRC Agreements received
- 26 purchased (19 paid)
- 570 rented
- 525 WRC delivered

ONGOING WRC PROGRAM OUTREACH EFFORTS

Upcoming methods of public information and outreach, along with an estimated timeline, include but are not limited to:

- Social media content to be posted on the City FB page and shared by other City departments [March-June]
- Fliers in strategic and common locations [March - June]
- Information on COV digital signage [March - June]
- Appearances on KVAK and KCHU by Public Works, Police, & Administration [June]
- PSAs (written and radio) [June]
- Video / Vignettes [June]
- Public Appearances with WRC [June]

ADDITIONAL INFORMATION:

Agreement forms (fillable PDF) are available on the WRC Program webpage. (<https://www.valdezak.gov/553/Wildlife-Resistant-Garbage-Collection-Pr>>)

Paper agreement forms are available in the entryway at Valdez City Hall.

The forms specifically state that the option to rent is free of charge, and the purchase option is \$280.

The forms may be submitted via:

- Drop box located in the entryway at Valdez City Hall (212 Chenega Avenue)
- Mail to City of Valdez, c/o WRC Program, PO Box 307, Valdez AK 99686
- Email to WRCProgram@valdezak.gov <<mailto:WRCProgram@valdezak.gov>>

Next public information/outreach team update: Council packet on June 16th, 2020.



Legislation Text

File #: 20-0220, **Version:** 1

ITEM TITLE:

City Managers Report, June 2, 2020

SUBMITTED BY: Mark Detter, City Manager

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and File

SUMMARY STATEMENT:

The following details my activities for the past two weeks:

The vast majority of my time was spent on Incident Command issues, including announcement of 1st COVID-19 case in Valdez, discussion on public events, and planning meeting for Mayor's Economic Development Task Force.

The City Clerk and I met with facilitator for Council retreat in July and we will discuss a little more with Council at June 2nd meeting.

The next two weeks will include:

- Continuing to plan for public events with COVID-19 mitigation guidelines.
- Working with Mayor's COVID-19 Economic Recovery Task Force.
- Planning for Council retreat.
- Considering waiver and rebate of various fees.



City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Legislation Text

File #: 20-0221, **Version:** 1

ITEM TITLE:

Council Calendar - June 2020

SUBMITTED BY: Allie Ferko, CMC, Deputy City Clerk

FISCAL NOTES:

Expenditure Required: N/A

Unencumbered Balance: N/A

Funding Source: N/A

RECOMMENDATION:

Receive and file

SUMMARY STATEMENT:

Council calendar for June 2020 attached for reference.

June

2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7pm – Ports & Harbor Commission Meeting	2 7pm City Council Meeting	3	4	5 Noon – Economic Recovery Task Force Meeting (@ Civic Center)	6
7	8 6:30 pm – School Board Meeting	9 6:30pm – PVMC HAC Meeting (@ PVMC) 7pm – Parks & Rec Commission Meeting	10 7pm – Planning & Zoning Commission Meeting	11 6pm – Board of Equalization #2 6:30pm – Council Work Session (City Fees Waivers)	12	13
14	15 7pm – Ports & Harbor Commission Meeting	16 7pm City Council Meeting	17 Noon – Flood Task Force Meeting 7pm – Economic Diversification Commission Meeting	18 6:30pm – VMHA Board Meeting (@ Museum)	19	20
21	22 6:30 pm – School Board Meeting	23	24 6:30pm – Hospital Expansion Task Force Meeting (@ PVMC) 7pm – Planning & Zoning Commission Meeting	25	26	27
28	29 Noon – Beautification Task Force Meeting	30				

Note 1: This calendar is subject to change. Contact the City Clerk's Office for the most up-to-date information. Strike-thru indicates cancellation of standing meeting.

Note 2: Unless otherwise notated, all meetings and events listed on this calendar are held in City Council Chambers.

Updated 5.28.2020