

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this 13th day of September, 2006, between the CONSORTIUM OF CHUGIAK-EAGLE RIVER COMMUNITY COUNCILS (CONSORTIUM) and the FEDERATION OF COMMUNITY COUNCILS, INC. (FCC).

WHEREAS, in March 2006, the Consortium was created to represent all of the community councils within Chugiak-Eagle River (Birchwood, Chugiak, Eagle River, Eagle River Valley, Eklutna Valley, and South Fork); and

WHEREAS, on March 14, 2006, the Consortium requested the Municipality of Anchorage (MOA) to authorize a separate chapter of land use regulations in Anchorage Municipal Code (AMC) Title 21 for Chugiak-Eagle River; and

WHEREAS, on March 28, 2006, the MOA Assembly unanimously passed a resolution supporting a separate chapter as a placeholder in the final draft of AMC Title 21 to include the community of Chugiak-Eagle River (AR 2006-072); and

WHEREAS, at the same MOA Assembly meeting, the MOA Administration voiced their support of a separate chapter for Chugiak-Eagle River; and

WHEREAS, the implementation schedule in the Chugiak-Eagle River Comprehensive Plan Update – Public Hearing Draft (April 2006) calls for revising AMC Title 21 to include a separate chapter for Chugiak-Eagle River; and

WHEREAS, the Consortium requested a FY2007 legislative grant to develop the separate chapter; and

WHEREAS, on July 3, 2006, the FCC was notified that a legislative grant of \$150,000 was awarded by the State of Alaska to the FCC for the purpose of preparing the separate chapter; and

WHEREAS, on July 19, 2006, the FCC unanimously passed motions to accept the \$150,000 grant and to charge a 2% fee to administer the grant;

NOW, THEREFORE, the Parties agree to the following:

1. The FCC shall fully administer the \$150,000 grant as required by the State of Alaska, Federal government, Municipality of Anchorage, or other entity. Tasks shall include, but shall not be limited to: securing the grant; executing the grant; establishing and administering accounts; performing accounting, bookkeeping, and auditing of grant monies; expeditiously dispersing funds from the grant to pay invoices, payables, etc. at the request of the Consortium; requesting required information from the Consortium; and preparing and sending letters, reports, and forms pertaining to the grant.
2. The FCC shall use its Federal Tax Identification Number for accounting purposes in the administration of the \$150,000 grant.

3. The FCC shall make monthly financial reports to the Consortium on the \$150,000 grant. Such reports shall be due on the last day of the month.
4. The FCC shall use its standard accounting procedures and accounting system, letterhead, and checks in the administration of the \$150,000 grant.
5. The FCC shall copy the Consortium on all correspondence, receipts, and checks pertaining to the \$150,000 grant.
6. The FCC shall not be responsible to administer any other monies or funds associated with this project beyond the \$150,000 state grant.
7. The FCC's role shall not include issues dealing with project scope, schedule, budget, or politics.
8. The FCC shall charge 2% to administer the grant (\$3,000).
9. The grant administration charge shall be divided in two equal payments to the FCC:
 - a) The first payment of \$1,500 shall be due once the GRANT AGREEMENT has been finalized with the State of Alaska and the FCC has access to grant funds. The FCC shall then invoice the Consortium and the Consortium shall authorize payment from grant funds.
 - b) The second payment of \$1,500 shall be due on June 1, 2007. The FCC shall invoice the Consortium and then the Consortium shall authorize payment from grant funds.
10. The Consortium shall use up to 98% of the grant funds (maximum of \$147,000) to prepare a chapter of draft land use regulations specific to Chugiak-Eagle River.
11. The Consortium shall authorize any and all requests for payment out of the \$150,000 grant by affirmative vote of the majority of the Consortium Board and shall duly record the vote in meeting minutes.
12. The Consortium shall request the Grant Administrator to disperse funds out of the \$150,000 grant to pay requests for payment, invoices, payables, etc. Such requests to the FCC shall be made from two designated members of the Consortium via confirmed-delivery email.
13. The Consortium shall copy the FCC on all: requests for payment, invoices, payables, etc.; and meeting minutes pertaining to the \$150,000 grant.
14. Justina Meyer, FCC Chair, or her alternate, shall be the HIGHEST-RANKING OFFICIAL authorized to execute the grant agreement and other grant documents under the direction of the State of Alaska.
15. Deborah Bauer, FCC Manager, or her alternate, shall be GRANT ADMINISTRATOR and shall administer the \$150,000 grant. Contact information: phone: 907-277-1977; fax: 907-277-3952; email: DebbieBauer@communitycouncils.org.

16. Linda Kovac, CONSORTIUM SECRETARY-TREASURER, or her alternate, and another designated member of the Consortium shall request the Grant Administrator to pay invoices, payables, etc. out of the \$150,000 grant as authorized by the Consortium. Contact information: phone: 907-688-5356; fax: 907-688-5456; email: lkovac@chugiakcouncil.org.
17. Should an issue arise between the Parties then the Consortium President, Consortium Secretary-Treasurer, FCC Chair, and Grant Administrator shall meet to try and resolve the issue. If the issue remains unresolved then the Parties shall agree on an arbitrator to listen to the Parties' arguments at a time and place that is mutually acceptable to both Parties. The arbitrator shall propose a resolution and the resolution shall be binding on both Parties.
18. This MOU is subject to termination upon completion of the Consortium's usage of the grant funds or June 30, 2011, whichever comes first. Parties have the option to renew this MOU for another one-year commitment upon written consent of both parties.
19. There were and are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to the subject matter of this MOU and not incorporated in writing herein. Neither this MOU nor any of the terms, conditions or representations contained herein may be modified, changed, terminated, amended, or waived except by an appropriate writing executed by the parties.
20. The effective date of the MOU shall be from the date of final signature.

CONSORTIUM OF CHUGIAK-EAGLE RIVER COMMUNITY COUNCILS

By Bobbi Wells Date 09-07-06
Bobbi Wells, President
Consortium of Chugiak-Eagle River Community Councils

FEDERATION OF COMMUNITY COUNCILS, INC.

By Justina Meyer Date 9-13-06
Justina Meyer, Chair
Federation of Community Councils, Inc.