

SUBJECT: ACCEPTING AND APPROPRIATING \$828,750 FROM THE ALASKA DEPARTMENT OF FISH AND GAME, ALASKA SUSTAINABLE SALMON FUND; AND \$210,000 IN MATCHING FUNDS FROM THE CITY OF WASILLA; APPROVING THE SCOPES OF WORK AND BUDGETS, AND AUTHORIZING THE MANAGER TO ENTER INTO FUNDING AND MAINTENANCE AGREEMENTS WITH THE STATE OF ALASKA AND THE CITY OF WASILLA, FOR COAL CREEK AND COTTONWOOD CREEK FISH PASSAGE IMPROVEMENTS.

AGENDA OF: April 16, 2024

ASSEMBLY ACTION: Adopted without objection 05/07/24 - BJH

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator - Brad S.	<input checked="" type="checkbox"/> Renewable Signature X <u>Brad S.</u> Signed By: Brad S. 3/22/2024
Department Director	X <u>Tom Adams, PE</u> Signed By: Tom Adams 3/22/2024
Purchasing Director	X <u>Rustin Kraft</u> Signed By: Rustin Kraft 3/22/2024
Finance Director	<input checked="" type="checkbox"/> Elected certificate X <u>Chyenne Hindle</u> Signed By: Chyenne Hindle 3/22/2024
Borough Attorney	X <u>Nicholas Spiropoulos - M.O.</u> Signed By: Nicholas Spiropoulos 3/22/2024
Borough Manager	<input checked="" type="checkbox"/> Renewable Signature X <u>Michael Brown</u> Signed By: Michael Brown 3/22/2024
Borough Clerk	<input checked="" type="checkbox"/> Renewable Signature X <u>Lorrie McKernie</u> Signed By: Lorrie McKernie 3/22/2024

ATTACHMENT (S) : Fiscal Note: YES X NO _____

NOAA Grant #NA23NMF4380392 (39 pp)

MOA with City of Wasilla regarding Maintenance Responsibilities at Fern Street (5 pp)

MOA with City of Wasilla regarding Match Funding for Cottonwood Creek at Fern Street Fish Passage Improvements (3 pp)

Ordinance Serial No. 24-047 (2 pp)

Resolution Serial No. 24-045 (2 pp)

SUMMARY STATEMENT:

The Matanuska-Susitna Borough (MSB) has been notified by the Alaska Department of Fish and Game (ADF&G), Alaska Sustainable Salmon Fund (AKSSF) that the Borough's grant application has been approved for a total amount of \$828,750 to improve fish passages at Coal Creek and Cottonwood Creek.

The Coal Creek site, located in the Little Susitna River drainage basin crossing at Sushana Drive, supports coho and Chinook salmon and is a barrier to both adult and juvenile salmon.

The Cottonwood Creek site crosses Fern Street and supports sockeye, coho, and Chinook salmon. The existing culvert at Fern Street is the most southern remaining barrier on Cottonwood Creek, blocking a large proportion of the upstream Cottonwood Creek watershed, 71% of the watershed overall. Its removal will improve passage of fish to Wasilla Lake.

Both projects will replace existing culverts and reconstruct stream channels through the length of the road's impact area, allowing for continuous stable stream processes to occur unobstructed throughout the crossing. These projects will also improve floodplain and wetland connectivity, which will help dampen peak flows, provide salmon rearing habitat, and increase exchange with groundwater.

This grant requires local matching funds of \$235,868 for the Coal Creek location. This amount is available from areawide budget appropriations designated for fish passage improvements.

The grant also requires local matching funds of \$210,000 for the Cottonwood Creek location. The City of Wasilla has agreed to provide this entire amount.

RECOMMENDATION OF ADMINISTRATION:

Recommend adoption of legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: 04/16/2024

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FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$1,274,618	FUNDING SOURCE Grant/Grant Match/City of Wasilla
FROM ACCOUNT # 410..000.000 4xx.xxx (\$235,868)	PROJECT# 30114 (Borough match obligation)
TO ACCOUNT: 410.000.000 3xx.xxx (\$1,038,705)	PROJECT # 30114
VERIFIED BY: X Liesel W eiland Signed by: Liesel W eiland	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL	1,274.6					
REVENUE						

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	828.8					
Other	445.8					
TOTAL	1,274.6					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:



Expired certificate

X

C h e y e n n e H e i n d e l

S i g n e d b y : C h e y e n n e H e i n d e l

Subaward Agreement AKSSF-57004

Between

**Alaska Department of Fish and Game,
Alaska Sustainable Salmon Fund**

And

**Matanuska-Susitna Borough
Subawardee UEI: M916NLPJH1K4**

**For the project
Coal Creek and Cottonwood Creek Fish Passage**

NOAA Grant # (FAIN): NA23NMF4380392

Assistance Listing: 11.438, Pacific Coast Salmon Recovery – Pacific Salmon Treaty Program

AKSSF Project #: 57004

Funding Amount: \$828,750

Project Period: 3/1/2024 - 11/30/2026

This subaward agreement (SA) is between the Alaska Sustainable Salmon Fund program (AKSSF) at the Alaska Department of Fish and Game (ADF&G) located at 1255 West 8th St., Juneau, Alaska, and the Matanuska-Susitna Borough (Subawardee), a subrecipient of federal funds, at 350 East Dahlia Ave., Palmer, Alaska, 99654. The AKSSF will make all management decisions regarding this SA and the project. In the event a disagreement arises and the parties are unable to resolve it between themselves reasonably and in good faith, the AKSSF shall have final decision making authority.

This SA is for the activities described in the statement of work (SOW) attached as Appendix A. AKSSF has selected the Subawardee to implement these activities to support the purpose of the Pacific Coastal Salmon Recovery Fund as authorized by federal statutes and regulations. The parties mutually agree as follows:

I. DEFINITIONS

For purposes of this SA, the terms and definitions detailed below, and throughout this SA, shall control:

1. “AKSSF” is the initialism for the Alaska Sustainable Salmon Fund, a program of the Alaska Department of Fish and Game (ADF&G).
2. “Authorized representative” is an official of the Subawardee who is authorized to sign this SA and any amendments.
3. “CFR” is the initialism for the U.S. Code of Federal Regulations.
4. “Contractor” is defined as any individual or entity with whom the Subawardee shall separately contract to complete one or more specific tasks required by the project.
5. “Cooperators” are subrecipients collaborating on the project and performing a portion of the work as described in the SOW.

6. “Cure period” is the time allowed for a complete or permanent solution or remedy that is completed in a cycle, a series of events, or a single action.
7. The “direct budget” is the federally funded budget awarded through this SA in the amount stated in section VI.C. and described in the SOW.
8. “Direct costs” or “direct expenses” are costs associated with the direct budget, excluding indirect costs.
9. “Environmental data” are recorded and derived observations and measurements of the physical, chemical, biological, geological, and geophysical properties and conditions of the oceans, atmosphere, space environment, sun, and solid earth, as well as correlative data, such as socioeconomic data, related documentation, and metadata (see NOAA Administrative Order 212-15).
10. “EO” is the initialism for “Executive Order.”
11. “FFY” is the initialism for “federal fiscal year.”
12. “Indirect costs” are those expenses that result from a calculation based on the Subawardee’s approved indirect rate and eligible direct expenses (see section IX).
13. “In writing” or “written notice” shall mean any email or letter written by an AKSSF key contact or a Subawardee key contact (see section III) and sent to the appropriate key contact(s) at the relevant organization.
14. “Investigator” is defined as a Subawardee’s designee, as specifically listed in section III, with responsibility for ensuring that all technical and programmatic aspects of this SA are met and to whom the AKSSF shall give all related notices including, but not limited to, notice of insufficiencies. Investigators include the principal investigator and any co-principal investigators as designated in section III.
15. “Match” is the allocation of goods and/or services to the project provided by an organization (a subrecipient or third party) as detailed in the SOW and in accordance with the AKSSF match guidance document (Appendix C).
16. “NOAA” is the acronym for the National Oceanic and Atmospheric Administration.
17. “Notice” is formal correspondence in writing related to overall execution of the project regarding changes in personnel, insufficiencies, changes in funding availability, termination, prior approvals, project closure, etc.
18. “OMB” is the initialism for the U.S federal government’s Office of Management and Budget.
19. “PCSRF” is the initialism for the Pacific Coastal Salmon Recovery Fund, the federal program that funds the AKSSF.
20. “Program income” is defined as gross income earned by the Subawardee that is directly generated by a supported activity or earned as a result of the project described in the SOW.

21. "Project" is defined as the work to be completed by the Subawardee, its cooperators, and any of the Subawardee's contractors pursuant to this SA and described in detail in the SOW.
22. "Published" is defined as either when research findings are published in a peer-reviewed scientific or technical journal; or when a federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
23. "Research data" is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include the following:
 - Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law
 - Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study
24. "SOW" is the initialism for the AKSSF statement of work and refers to the approved description of the project including project objectives, methods, and direct and match budgets and which is incorporated into this SA as Appendix A.
25. "Subawardee" is defined as the named individual and/or entity described in the introductory paragraph of this SA with primary responsibility for ensuring all terms and conditions of this SA are met. The Subawardee shall include all officers, directors, employees, affiliates, and agents of the Subawardee.
26. "Subrecipient" refers to any direct recipient of AKSSF funds through this project, including the Subawardee and any cooperators.
27. "Used by the federal government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

II. OBLIGATIONS

- A. Subawardee: Subject to the terms of this SA, the Subawardee agrees to complete the project as described in the SOW.
- B. AKSSF: Subject to the terms of this SA, the AKSSF will disburse funds as described in Appendix B of this SA for activities detailed in the SOW. The AKSSF hereby represents that this SA is fully funded as of the date of its execution; however, the parties understand that U.S. federal funding can be withdrawn by the funding agency (Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service) at any time (see section XVIII.F).

III. KEY CONTACTS

Each party shall provide written notice of changes in contact persons, addresses, telephone numbers, and email addresses. Changes or substitutions for investigators require prior written approval from AKSSF as described in section XVIII.M.

A. AKSSF Key Contacts:

Debbie Maas, Program Coordinator: 907-465-6134; debbie.maas@alaska.gov

Peter Bangs, Program Manager: 907-465-8154; peter.bangs@alaska.gov

B. Subawardee Key Contacts:

Investigator

Mike Campfield, PE, Environmental Engineer, Principal Investigator

Matanuska Susitna Borough

Public Works Department

350 East Dahlia Ave.

Palmer, AK 99654

907-861-7719

mike.campfield@matsugov.us

Authorized Representative

Mike Brown, Borough Manager

mike.brown@matsugov.us

IV. COOPERATORS

There are no cooperators on this project.

V. PROJECT PERIOD

A. Period of Performance/Budget Period: This SA shall be effective for the period commencing on 3/1/2024 and ending on 11/30/2026, which is both the period of performance and the budget period. The AKSSF shall not have any obligation for payments to the Subawardee for activities undertaken outside this specified period. Match expenses accrued outside this specified period are not allowable.

B. Time of Performance: The Subawardee shall use reasonable efforts to complete all project tasks and other obligations according to the performance schedule detailed in the SOW.

VI. FUNDING

A. Source of Funds:

1. This project is funded through the Pacific Coastal Salmon Recovery Fund (PCSRF), a federal program established to protect, restore, and conserve Pacific salmon and steelhead populations and their habitats. It is administered through the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.
2. Federal funds for this project are identified by the assistance listing number 11.438, Pacific Coast Salmon Recovery – Pacific Salmon Treaty Program.
3. This project is funded under NOAA grant NA23NMF4380392 for \$6,800,000 appropriated in FFY23 and awarded on 8/17/2023. These funds are not considered research and development (R&D).

B. Use of Funds as Match: Funds provided to the Subawardee under this SA may not be used by the Subawardee as a match or cost sharing provision to secure U.S. federal monies.

- C. Maximum Amount Available for Reimbursement: The AKSSF agrees to pay the Subawardee a sum not to exceed \$828,750 (including any indirect costs) for the term of this SA if all requirements are met and the SA is not terminated early (see section XVIII.F). This is both the amount of federal funds obligated by this SA and the total amount of federal funds obligated to the Subawardee.
- D. Match: The project requires a total match of \$445,868 if the project is fully expended; otherwise, a minimum match equal of 53.8% of direct budget expenditures is required (direct budget expenditures include indirect expenses). The Subawardee agrees to provide a match of \$445,868 (including any third party contributions) as described in the SOW and in accordance with Appendix C (or an amount equal to 53.8% of direct budget expenditures). Match not described in the SOW may also be accepted (in lieu of the described match) if it meets the requirements of Appendix C.
- E. Total Amount of the Federal Award: The total amount of the award, including both direct and match budgets, is \$1,274,618.
- F. Budget Flexibility: Projects with direct budgets of \$150,000 or more require prior approval to shift more than 10% of the total award (including both the funded budget and match budgets) between line items.
- G. Subject to Funds Availability: This SA is fully funded as of the date of execution by the AKSSF. If the funds become otherwise unavailable or reduced thereafter, the AKSSF reserves the right to reduce or terminate this SA upon written notice to the Subawardee without such action being considered a breach of this SA (see section XVIII. F). The AKSSF will provide the Subawardee with notice of any change in funding as practicable, but in no event longer than thirty-six (36) business hours after being informed of a change in funding.

VII. FEDERAL/STATE/LOCAL REQUIREMENTS

- A. Federal Regulations: Nonfederal subawardees agree to comply with U.S. federal compliance requirements. Some, but not all, of these requirements are included in this SA. The Subawardee is solely responsible for obtaining, reviewing, and understanding all federal rules, regulations, and statutes applicable to federal funding and this project, which federal rules, regulations, and statutes are hereby included in this SA by this reference.

All Subawardees shall follow the federal regulations at 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (with the exception of subpart F, Audit Requirements, for commercial/for-profit subawardees).

B. Audit Procedures:

1. State, local, and federally-recognized Indian tribal governments, non-profit organizations, and educational institutions:

If the Subawardee expends \$750,000 or more in federal funds within the Subawardee's fiscal year, the Subawardee is subject to the annual audit requirements of the U.S. federal government (e.g., the Single Audit Act of 1984, Public Law 98-502, the Single Audit Act Amendments of 1996, Public Law 104-156, and the Office of Management and Budget audit requirements implemented in 2 CFR 200). The Subawardee is responsible for tracking its spending of federal funds and seeking a single audit if appropriate.

2. For-profit organizations:

For-profit subawardees that expend \$750,000 or more in funds from the U.S. Department of Commerce (including this award) during their fiscal year must have a financial-related audit of each Department of Commerce award in accordance with Generally Accepted Government Auditing Standards or a project-specific audit for each Department of Commerce award in accordance with the requirements contained in 2 CFR 200.507. The audit shall be completed and submitted to AKSSF within the earlier of 30 calendar days of the Subawardee's receipt of the audit report or nine months following the end of the audit period.

3. Limited scope audits: The expenditure of funds under this SA may be subject to limited scope audits at the AKSSF's sole discretion. Such auditing shall be conducted by the AKSSF or by its authorized representatives. The Subawardee shall provide to the AKSSF and its authorized representatives all technical staff, assistance, and information needed to enable the AKSSF to perform its auditing function. Limited scope audits may address one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

C. Federal Policies: This program is subject to administrative and policy rules that AKSSF is authorized and obligated to implement as the pass-through entity of federal funds and for which the Subawardee is also solely responsible and which are hereby included in this SA by this reference whether or not specifically referenced herein. This information is to be used by the Subawardee to determine the manner in which the work is performed under this SA. Federal requirements include the following:

1. Federal agency standard terms and conditions:

- Department of Commerce Financial Assistance Standard Terms and Conditions (available at <http://www.akssf.org/Policies.aspx>)

2. Environmental and cultural policies:

- National Historic Preservation Act (16 U.S.C. § 470 et seq.)
- Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 et seq., formerly 16 U.S.C. § 469a-1 et seq.)
- Protection and Enhancement of the Cultural Environment (EO 11593 of May 13, 1971)
- Locating Federal Facilities on Historic Properties in Our Nation's Central Cities (EO 13006 of May 21, 1996)
- Indian Sacred Sites (EO 13007 of May 24, 1996)
- Floodplain Management (EO 11988) and Protection of Wetlands (EO 11990 of May 24, 1977)
- The Flood Disaster Protection Act of 1973 (42 U.S.C. § 4002 et seq.)
- The Endangered Species Act of 1973 (16 U.S.C. § 1531 et seq.)
- The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
- The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f et seq.)
- The Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.)
- The Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq., commonly known as the Superfund) and the Community Environmental Response Facilitation Act of 1992 (41 U.S.C. § 11001 et seq.)
- Environmental Justice in Minority Populations and Low Income Populations (EO 12898 of February 11, 1994)
- Migratory Bird Act (16 U.S.C. § 703-712)

- Invasive Species (EO 13112 of February 3, 1999)
- Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)
- Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.)
- Laboratory Animal Welfare Act of 1966 (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 et seq. and 9 CFR Parts 1, 2, and 3)
- Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- Marine Mammal Protection Act (16 U.S.C. §§ 1361 et seq.)
- Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 et seq.)
- The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.) which requires Subawardees to identify to AKSSF any effects the project may have on essential fish habitat
- Clean Water Act Section 404 (33 U.S.C. § 1344)
- Rivers and Harbors Act (33 U.S.C. § 407)
- Clean Air Act (42 U.S.C. §§ 7401 et seq.)
- Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.)
- EO 11738 “Providing for administration of the Clean Air Act and Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”

3. Civil rights policies:

- Pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), no person shall, on the grounds of race, color, national origin, religion, age, or sex, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
- The American with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance. For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), subawardees must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.
- The Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and U.S. Department of Commerce implementing regulations at 2 CFR Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)) require the Subawardee take steps to provide a drug-free workplace.
- EO 13166 (65 FR 50121, 2000) and Department of Commerce policy guidance 68 FR 14180 (March 24, 2003) relate to improving access to services for persons with limited English proficiency.

4. Other:

- The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733) provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under federal assistance programs.
- The Copeland “Anti-Kickback” Act (18 U.S.C. § 874) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract (also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145).
- The Fly America Act (49 U.S.C. § 40118) requires that federally funded travelers must use U.S. flag carriers to the extent that service by such carriers is available.
- Parts II and III of EO 11246, “Equal Employment Opportunity,” (30 FR 12319) requires federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 CFR § 60-1.4(b), 1991).
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq., implemented at 15 CFR Part 11) provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federal or federally-assisted programs.
- Subawardees may not use a facility on the Excluded Parties List (EPL; located on the System for Award Management website www.sam.gov) in performing any award that is nonexempt under 2 CFR § 1532 and must notify AKSSF in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

- D. Whistleblower Protections:** Whistleblower protections afforded by 41 U.S.C. 4712 provide that an employee or contractor (including subcontractors and personal services contractors) of a nonfederal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body (including a member of Congress, representative of a committee in Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight or management at the relevant agency, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, or a management official of other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct) information that the employee reasonably believes is evidence of gross mismanagement of a federal award, subaward, or a contract under a federal award or subaward, a gross waste of federal funds, an abuse of authority relating to a federal award or subaward or contract under a federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal award, subaward, or contract under a federal award or subaward. Subawardees must inform their employees in writing of the rights and remedies provided under 41 U.S.C. 4712 in the predominant native language of the workforce.
- E. Small Business, Minority Business Enterprises, and Women’s Business Enterprises:** In accordance with 2 CFR § 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), the Subawardee must take all necessary affirmative steps to ensure that minority businesses, women’s business enterprises, and labor surplus areas firms are used when possible.
- F. Domestic Preference for Procurements:** In accordance with 2 CFR § 200.322, the Subawardee, as appropriate and to the extent consistent with law, should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).
- G. Minority Education:** Pursuant to the White House Initiative on Educational Excellence for Hispanics

(EO 13444, 75 FR 65417), Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities (EO 13592, 76 FR 76603), and White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities (EO 13779, 82 FR 12499), the Subawardee is encouraged to include meaningful participation of minority serving institutions (eligible institutions are listed on the U.S. Department of Education website).

- H. Seat Belts: Pursuant to EO 13043 (62 FR 19217, 1997), the Subawardee should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally-owned vehicles
- I. Conflict of Interest: The Subawardee must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award. The Subawardee must disclose in writing any potential conflict of interest to AKSSF.
- J. ADF&G Permits: The Subawardee must procure ADF&G Fish Collection, Fish Resource, Fish Transport, and/or other required permits, as appropriate to the project.
- K. Geospatial Data: The Subawardee must comply with EO 12906 which includes documenting all geospatial data in accordance with the Federal Geographic Data Committee Content Standard for digital geospatial data.
- L. State and Local Laws and Regulations: In addition to following all federal requirements, the Subawardee must follow all state and local laws and regulations in execution of this project, whether included specifically in this SA or not.
- M. Conflicts: Nothing herein is intended to conflict with federal, state, or local laws and regulations. If there are conflicts, this SA will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
- N. Infrastructure Materials: The Build America, Buy America Act (PL 117-58, §§ 70901-52) requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects must be produced in the United States. Subawardees utilizing such products on an infrastructure project must notify AKSSF that all such products were produced in the United States or request and receive a waiver prior to initiation of construction.

VIII. PAYMENT TERMS AND CONDITIONS

Payments are based on submission and acceptance of invoices in accordance with this SA and AKSSF invoicing policies and procedures (Appendix B). Payment by the AKSSF shall not be construed as acceptance of any part of the work or service provided.

IX. INDIRECT

1. The Subawardee's approved indirect rate at the time the project begins, if applicable, is included in the budget of Appendix A.
2. Nonfederal subawardees that charge indirect costs to the project must have a current federally negotiated indirect cost rate agreement (NICRA) or be eligible to receive the 10% de minimis indirect rate as described in 2 CFR 200. Federal agencies must have documentation of their current indirect rate.

3. In order for indirect costs to be reimbursed, an indirect rate must be agreed upon and included in the budget in the SOW; rates may not be added to the budget at a later date.
4. Subawardees using a NICRA must maintain a current NICRA (or current rate for federal agencies) during the life of the project or indirect will not be reimbursed. The Subawardee must provide AKSSF with all approved provisional and final NICRAs applicable to the project period.
5. If the Subawardee's indirect rate increases during the life of the project, this SA must be revised in order for the higher rate to be reimbursed (the Subawardee may continue collecting at the lower rate without a revision).
6. If the Subawardee has applied for, but not yet received, a NICRA at the execution of the project, AKSSF will not reimburse indirect costs until the rate is approved (inclusion of the proposed rate in the SOW does not obligate AKSSF to fund unapproved indirect costs). Indirect rates will be reimbursed retroactively to the start date of the project (or the start of the NICRA period, whichever is later) once the NICRA is received and AKSSF has been provided a copy of the federally approved rate letter. If the rate is not approved by the end of the project period, indirect costs will not be reimbursed and budgeted indirect costs may not be moved to other line items. Projects will not be extended to allow additional time for entities to receive a NICRA from their cognizant federal agency.
7. If the Subawardee agrees to underrecover indirect at the execution of the project (i.e., agrees to use a lower rate than its current NICRA), the reduced rate may not be increased during the life of the project.

X. PROCUREMENT/EQUIPMENT AND SUPPLIES

A. Procurement Standards: Standards for procurement are outlined in 2 CFR 200. The Subawardee's compliance with those standards is required under this SA. The provisions define the standards for use in establishing procedures for procurement of supplies, equipment, and other services.

B. Title to Equipment and Supplies:

1. The Subawardee shall assume responsibility for the care and maintenance of all equipment and supplies acquired for use in the project pursuant to current Subawardee policy and manufacturer's instruction.
2. AKSSF reserves the right to unilaterally reclaim equipment, without compensation to the Subawardee, to assign it to another project with a purpose consistent with AKSSF and PCSRF goals.
3. If the value of equipment purchased with this project drops below \$5,000, it may be retained with no further obligation to ADF&G or the federal government.
4. Equipment disposition:
 - State Subawardee: A state may use, manage, and dispose of equipment acquired through this project in accordance with state laws and procedures.
 - Non-state Subawardee: Notwithstanding section X.B.2., title to equipment purchased with this project vests with the Subawardee after the project closes provided that the equipment

continues to be used for its original purpose, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original project or program, the Subawardee shall use the equipment in connection with its other federally funded activities in the following order of priority: 1) activities sponsored by NOAA or the Department of Commerce; and 2) activities sponsored by other federal agencies. When the equipment is no longer needed for its original purpose or other federally sponsored projects as described above, the Subawardee may retain title without further obligation if it compensates the federal government, via ADF&G, for that percentage of the current fair market value of the equipment attributable to federal participation in the project (i.e., the federal share). If the Subawardee has no need for the equipment, it shall request disposition instructions from ADF&G.

5. Supplies Disposition:

- Title to supplies vests with the Subawardee upon acquisition. If the Subawardee's residual inventory of unused supplies purchased through this project exceeds \$5,000 in total aggregate value upon completion of the project, the supplies may be retained for use on other federal awards. If the supplies are not needed for other federal awards, the Subawardee must retain or sell the supplies and compensate the federal government, via ADF&G, for that percentage of the current fair market value of the supplies attributable to federal participation in the project (i.e., the federal share).

XI. PERFORMANCE GOALS/MONITORING

A. Performance Goals:

The Subawardee's performance goals are listed in section VII of Appendix A and shall be accomplished according to the timelines listed in section X of Appendix A. The Subawardee is required to report on the progress toward meeting these objectives in each semiannual report and in the completion report described in section XII of this SA.

B. Monitoring:

1. The Subawardee may receive on-site reviews from the AKSSF or its authorized representatives in addition to reviews from federal government personnel. Monitoring staff may review project and/or financial activity relating to the terms of this SA. Upon request, the AKSSF or its authorized representatives shall be given full and complete access (during normal business hours) to all pertinent information related to the performance of this SA to ensure compliance with federal and program requirements. The AKSSF will provide the Subawardee with a minimum of 48 hours notice of any on-site review, which review shall take place during regular business hours.
2. The Subawardee shall provide to the AKSSF, or its authorized representatives and federal government personnel, all technical staff, assistance, and information needed to enable the AKSSF, its authorized representatives, or federal government personnel to perform their monitoring functions. This assistance includes, but is not limited to, information about the Subawardee's direct and match expenditures and business and management systems (see section XIV.B).

C. Program and Financial Deficiencies:

1. Through audits, reviews, monitoring, or other means, AKSSF may find the Subawardee to have program or financial deficiencies in the performance of this SA. Such deficiencies may include, but are not limited to, the areas of accounting, financial and business management controls, budgeting, and/or compliance issues. If deficiencies are found, the AKSSF may exercise its rights to

temporary withhold cash reimbursement, terminate this SA, or may require the Subawardee to take corrective action and to submit a written corrective action plan to address identified deficiencies. Corrective action plans will be accepted at the discretion of AKSSF. Any corrective action must be satisfactorily completed within the cure period if such a cure period is provided (see section XVIII.F).

2. The AKSSF, in its sole discretion, may require the Subawardee to submit additional periodic written verification that measures have been taken to implement any corrective action. If the Subawardee fails to demonstrate its compliance with the approved corrective action plan within the time constraints set by the AKSSF at its sole discretion, the AKSSF may, at its option, exercise its rights to terminate this SA. The AKSSF may also exercise any of the other rights and remedies available to it at law or in equity.

XII. AKSSF REPORTING

1. Semiannual Performance Reports (SARs): SARs are required for every SAR reporting period during which the project is open. SARs are due by May 20 for the period of November 1 - April 30 and by November 20 for the period of May 1 - October 31. SARs shall be filled out on the AKSSF online report submission system at <http://www.akssf.org/Personnel>. Photos and/or videos of the project from the reporting period must be uploaded with each SAR (or an explanation if none are available). If the AKSSF completion report (described below) is submitted by the due date of the final SAR, the final SAR will not be required.
2. Performance Metrics: Metrics are required by NOAA to capture the results of projects (anticipated and actual). Two sets of metrics are required: preliminary metrics are due 30 days after the project start date and should capture the entire anticipated results of the project, and final metrics are due 60 days after the project end date and should capture the actual results of the project. The appropriate metrics template is available for download on the AKSSF online report submission system at <http://www.akssf.org/Personnel> and should be uploaded there when complete. AKSSF and NOAA reserve the right to change metrics requirements at any time, which may result in additional required information.
3. Completion Report: A completion report on AKSSF's template is due within 60 days of the end of the project period and shall be filled out on the AKSSF online report submission system at <http://www.akssf.org/Personnel>.
4. Products: The Subawardee is required to submit all project products (including publications, reports, posters, and other items produced by the project), preferably in electronic format. Electronic products shall be uploaded on the AKSSF online report submission system at <http://www.akssf.org/Personnel>. Products may be submitted at any time during the project period or after the project ends.

A username and password will be supplied for new users to the AKSSF online report submission system before the first report is due. AKSSF may provide all above reports and products to the public.

XIII. PUBLICATIONS AND ENVIRONMENTAL DATA SHARING

A. Manuscript Submission:

The final pre-publication manuscripts of scholarly publications produced through this project must be submitted to the NOAA Institutional Repository (at <https://repository.library.noaa.gov> or its successor site) by emailing noaa.repository@noaa.gov (or the current email provided on the repository site) after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a

publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

B. Environmental Data Sharing:

1. **Public Availability of Data:** Environmental data (defined in section I) collected or created under this project must be made publicly visible and accessible in a timely manner free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, encoded in a machine-readable format preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. A digital object identifier (DOI) must be created which can be used to access and cite the data. Pursuant to NOAA Information Quality Guidelines (<https://www.noaa.gov/office-of-chief-information-officer/it-policy-oversight/information-quality>), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
2. **Timing:** Data must be made accessible within 60 days of the end date of the project unless a delay has been authorized.
3. **Digital Repository Selection:** Any third party digital repository that meets the requirements of this section may be utilized including, but not limited to, services such as Zenodo (<http://zenodo.org>), Dryad (<http://datadryad.org>), and NOAA's National Centers for Environmental Information (<https://www.ncei.noaa.gov>).
4. **Repository Expenses:** The cost of environmental data storage in a repository is an allowable expense for data collected or created by this project even if not described in the SOW. If the data is not ready to be submitted before the end date of the project, the Subawardee may purchase a prepaid data package voucher at a data repository for submission at a later date in order to be reimbursed for the voucher by this project.
5. **Digital Object Identifier (DOI) Submission:** The Subawardee must provide AKSSF with the data's DOI and static URL as soon as it is available.
6. **Disclaimer:** Data produced by this project and made available to the public must include the following disclaimer: *These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy.*
7. **Non-QC Environmental Data Disclaimer:** Data without quality control are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
8. **Failure to Share Data:** Failing or delaying to make environmental data accessible or failing to submit scholarly publications to the NOAA Institutional Repository may disqualify the Subawardee from receiving future AKSSF funding.

C. Funding Source Credits/Disclaimers:

1. **Information Sharing Credit:** When releasing information related to the project, the Subawardee must include a statement that the project or effort undertaken was or is sponsored by the

2. Displays Credit: Displays produced by the project (e.g., signs, interpretive displays, posters) for which the above language would be impractical must include logos from both NOAA and ADF&G and, when possible, relevant funding source language (contact AKSSF staff for graphics and sample language).
3. Scholarly Publications Credit: All scholarly publications produced by this project must include an acknowledgements section stating the grant award (NA23NMF4380392) and funding programs (the National Oceanic and Atmospheric Administration's Pacific Coastal Salmon Recovery Fund administered by the Alaska Department of Fish and Game's Alaska Sustainable Salmon Fund). Funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref>) if supported by the publisher.
4. Publications Disclaimer: Any publication produced by this project must contain the following disclaimer: *This [report/video/website] was prepared by [subawardee/author name] under award NA23NMF4380392 from NOAA's National Marine Fisheries Service and administered by the Alaska Department of Fish and Game. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA or the Alaska Department of Fish and Game.*
5. Environmental Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as DOIs. All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results (see section XIII.B).
6. Environmental Data Disclaimers: See XIII.B.6. and XIII.B.7.

XIV. RECORDS

A. Financial Management System/Record Retention:

1. The Subawardee will maintain a separate set of accounting records (including match expenditures) for this project.
2. All costs (including all forms of match) will be supported by source documentation and will be made available to the AKSSF at the AKSSF's request.
3. The Subawardee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this SA and the project referenced herein for a period of three (3) years from the date of the final invoice submission.
4. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
5. Records for equipment acquired through any funding provided to the Subawardee through this SA shall be retained for three years after final disposition.

B. Access to Records:

1. AKSSF staff, its representatives, the U.S. Department of Commerce, Inspectors General, Comptroller General of the United States, or any of their authorized representatives must have the right of access to any documents, papers, or other records of the Subawardee which are pertinent to this SA, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subawardee's personnel for the purpose of interviews and discussions related to such documents.
2. The right of access is not limited to the required three (3) year period.
3. In any audit or monitoring situation conducted by the AKSSF or its representatives, nonfederal subawardees waive any confidentiality, privacy, privilege, or proprietary defenses regarding audits or monitoring subject by AKSSF (or its representatives) or the federal government. The AKSSF will keep any of the Subawardee's proprietary business, technical, and/or scientific information confidential if such material is appropriately marked as "confidential;" is not already in the public domain prior to disclosure; is not required to be disclosed as a result of court order, legal process, or government action or applicable law or regulation; or is already known to others not under a requirement to maintain its confidentiality.

C. Other Research/Funding: The AKSSF understands that the Subawardee may be involved or become involved in similar or related research on behalf of itself and others. Subject to any confidentiality and intangible property sections of this SA, nothing contained in this SA shall be construed to limit or impair the freedom of the Subawardee or its researchers either to conduct research for itself or third parties or to grant the AKSSF any right to such other research or intangible property created as a result of the same. The Subawardee agrees to inform the AKSSF of any similar or overlapping research funding by other individuals or entities so that any funding herein can be modified to ensure that double funding for the same research does not occur.

D. Confidentiality and Privacy

All documents associated with the project, including invoices and reports, become the property of the State of Alaska. Alaska Statute 40.25.110 requires public records to be open to reasonable inspection. The Subawardee is responsible for ensuring that submitted documents do not contain private or sensitive information such as social security numbers, home addresses, telephone numbers of employees, or proprietary information.

XV. SCIENTIFIC INTEGRITY

1. General: The Subawardee shall maintain the scientific integrity of research performed pursuant to this project including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.
2. Peer Review: The peer review of the results of scientific activities under this project shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. The Subawardee will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the OMB Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. NOAA Administrative Procedures: In performing or presenting the results of scientific activities under this project and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Subawardee shall comply with the provisions herein and NOAA Administrative Order 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto (<http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>).
4. Subawardee Responsibility: The Subawardee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by AKSSF, the Subawardee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
5. Subawardee Process: By executing this project, the Subawardee provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
6. Initiating Investigation: If the Subawardee determines that there is sufficient evidence to proceed to an investigation, it shall notify AKSSF and, unless otherwise instructed, the Subawardee shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
7. Finalizing Investigation: When the investigation is complete, the Subawardee shall forward to AKSSF a copy of the evidentiary record, the investigative report, any recommendations made to the Subawardee adjudicating official, the adjudicating official's decision, and notification of any corrective action taken or planned, and the subject's written response (if any).

XVI. CLOSE OUT PROCEDURES

AKSSF will close the project when it determines that all applicable administrative actions and all required work have been completed by the Subawardee. The Subawardee must meet the invoicing requirements of Appendix B (including submission of invoices within 30 days of the end date of the project) and the final reporting requirements described in section XII (including, at a minimum, the AKSSF completion report and final metrics report) and section XIII. When the final invoice is paid, the reports have been approved, and all other issues have been resolved (e.g., indirect rate proposals, match requirements, data sharing), AKSSF will notify the Subawardee that it has met all obligations and that the project is closed.

XVII. DISPUTE RESOLUTION

The AKSSF and the Subawardee will strive to resolve any dispute between themselves relating to the Subawardee, the Subawardee's actions or omissions, or the procedure, process, technical, or programmatic aspects of the project. If good faith efforts to settle the dispute amicably fail, the AKSSF

shall be empowered to make the final determination.

XVIII. STANDARD TERMS AND CONDITIONS

Standard terms detailed below, which by their nature and intent may continue beyond the termination of this SA, shall survive the termination of this SA.

A. Indemnification: The responsibilities detailed by this SA in order to protect the parties' intangible property rights shall continue throughout this SA and shall survive the termination of this SA. Further, in addition to the responsibilities detailed elsewhere in this SA, each of the parties shall have the responsibilities detailed below:

i. Federal subawardees:

To the extent permitted by law, each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this SA; however, the federal government will only be liable in the manner and to the extent provided in the Federal Tort Claims Act, as amended (28 U.S.C. sections 2671-80). Nothing in this SA shall constitute an obligation of funds of the federal government in advance of an appropriation of those funds.

i. Nonfederal subawardees:

- a. Responsibilities of AKSSF/ADF&G: If the Subawardee experiences any problems relating to the completion of this project or SA from third parties, including, but not limited to, liabilities, obligations, damages, losses, costs, claims, lawsuits, causes of action, or demands, ADF&G's sole obligation will be to provide evidence of this SA and the federal grant that funds it. ADF&G will be responsible only for proven direct damages caused directly by its then current insured actions or omissions in breach of this SA and not special, consequential, or other damages, or any attorneys' fees or costs, whether known or not.
- b. Responsibilities of the Subawardee: At all times, all obligations performed by the Subawardee or by any of the Subawardee's contractors pursuant to this SA shall be performed in a manner consistent with or exceeding the professional standards customarily governing such services. Further, the Subawardee shall to the fullest extent permitted by law, hold harmless and indemnify ADF&G and its officers, directors, affiliated organizations, employees, agents, volunteers, and publisher, if any, from any and all liability, obligation, damage, loss, cost, claim, lawsuit, cause of action, or demand whatsoever of any kind or nature, including, but not limited to, attorneys' fees and costs, arising from any actions taken by, or omissions of, the Subawardee, its officers, directors, contractors, employees, agents, or other related entities or individuals arising from (i) any actions or omissions of the Subawardee or its contractors, (ii) any use or misuse of intangible property claimed to be owned by another, or (iii) any material breach of this SA by the Subawardee. Such indemnification shall be in proportion and to the extent liability, obligation, damage, loss, cost claim, lawsuit, cause of action, or demand are caused by or result from the reckless, intentional, or negligent acts or omissions of the Subawardee, its officers, directors, contractors, employees, agents, or other related entities or individuals.
- c. Responsibilities of Public Entities: In the event the Subawardee or any of its contractors is a public entity or quasi-public entity which, by state statute, is not permitted to indemnify

others, the Subawardee agrees to be responsible, to the fullest extent available under the law, for any and all liability, obligation, damage, loss, cost, claim, lawsuit, cause of action, or demand whatsoever of any kind or nature, including but not limited to, attorney's fees and costs, arising from any actions taken by, or omissions of, the Subawardee, its officers, directors, contractors (to the fullest extent available under law/statute), employees, agents, or other related entities or individuals arising from (i) any use or misuse of intangible property claimed to be owned by another, or (ii) any material breach of this SA by the Subawardee. Such fiscal responsibility shall be in proportion and to the extent of liability, obligation damage, loss, cost claim, lawsuit cause or action, or demand are caused by result from the reckless or negligent acts or omissions of the Subawardee, its officers, directors, contractors, employees, agents, or other related entities or individuals. Further, the Subawardee agrees to ensure that all individuals or entities involved in the completion of this SA that may indemnify others are required to so indemnify the AKSSF through a written agreement acceptable to the AKSSF.

- A. Program Income: Program income earned during the award period shall be documented and retained by the Subawardee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.
- B. Personally Identifiable Information (PII): Protected PII is defined as an individual's first name or first initial and last name in combination with any one or more types of information including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and educational transcripts. The Subawardee's internal controls must include reasonable measures to safeguard protected PII and other information ADF&G or the Subawardee considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- C. Insurance:
1. The Subawardee shall be self-insured or have commercial liability insurance covering any and all of the Subawardee's officers, directors, employees, agents, and independent contractors in the amount of one million dollars (\$1,000,000).
 2. The Subawardee shall be self-insured or have commercial vehicle insurance covering all vehicles used for the project with minimum coverage limits of \$300,000 combined single limit per occurrence.
- D. Workers' Compensation: Nonfederal subawardees and their contractors shall maintain Workers' Compensation Insurance that, if applicable, complies with AS 23.30.045 and any other statutory obligations including but not limited to federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the state. Federal subawardees are governed by the Federal Employee's Compensation Act (5 U.S.C. 8101 et seq.).
- E. Termination: This SA, except for those provisions that, by their own terms, extend beyond the life of this SA, shall terminate upon the AKSSF providing notice to the Subawardee that the project is closed. The natural termination date shall be the date upon which all scheduled events have occurred, the final invoice paid, reporting is complete, and no further work remains to be completed pursuant to this SA. The SA, however, may be terminated earlier for the following reasons:
- The AKSSF may terminate this SA without notice if the AKSSF reasonably believes the project no longer effectuates the goals of the AKSSF program or if the Subawardee or any of

the Subawardee's contractors fail to comply with the terms and conditions of this SA. The termination date shall be the date stated in the written notice. Such termination shall not be considered a breach of this SA and shall not require a cure period.

- The Subawardee may terminate this SA upon written notification to the AKSSF, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the AKSSF determines in the case of partial termination that the reduced or modified portion of the project will not accomplish the purposes of this SA, the AKSSF may terminate the SA in its entirety.
- The AKSSF may terminate this SA with the consent of the Subawardee, agreeing upon the effective date and, in the case of partial termination, the portion to be terminated.

If the AKSSF determines that termination is appropriate, the AKSSF may notify the Subawardee in writing at any time of the problems/breach and may allow the Subawardee a chance to cure the problems identified. If the Subawardee fails to adequately address the problems detailed by the AKSSF, or fails to cure a breach of this SA when and if the AKSSF provides a cure period, this SA shall terminate. The termination date shall be the date on which the final day of the cure period falls, if a cure period was provided; otherwise it shall be in accordance with AKSSF's written notice.

Upon receipt or delivery of a written notice of termination, the Subawardee shall cease all work associated with this SA.

Any change in federal statutes, rules, or regulations which significantly alter the Subawardee's required activity, or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the provisions of the SA that are affected. This change in circumstance includes suspension or termination of this SA or a reduction in granted funds. Such alterations or termination shall not be considered a breach of this SA and shall not require a thirty (30) day notice or cure period.

If termination occurs under this section, the Subawardee shall be entitled to compensation for all satisfactory and authorized activities completed, approved costs incurred, and approved, non-cancellable, completed commitments as of the termination date, provided funds are available.

Nonfederal subawardees shall have no right to recover from the AKSSF any general, special incidental, consequential, or any other damages of any description or amount upon termination for any reason. For federal agencies, the Antideficiency Act (31 U.S.C. 1341) prevails. The terms of this paragraph shall survive the termination of this SA.

- F. Required Approvals: The individuals executing this SA on behalf of their respective parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this SA on behalf of the entity for which they sign below.
- G. Debarment/Suspension: These funds are subject to 2 CFR 180 and 2 CFR 1326. By accepting these funds, the Subawardee certifies that neither it, nor its principals or contractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities. The Subawardee agrees to determine whether any potential contractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities immediately prior to signing a contract with them by checking their status at www.sam.gov (a copy of the clearance shall be kept on file).

- H. Lobbying:** These funds are subject to 2 CFR 200.450, which incorporates the provisions of 31 USC 1352, and OMB guidance and notices on lobbying restrictions. Nonfederal subawardees must also comply with regulations published at 15 CFR 28 “New Restrictions on Lobbying.” These provisions prohibit the use of federal funds for lobbying the executive or legislative branches of the federal government in connection with this award and require the disclosure of the use of nonfederal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a federal employee or officer to give consideration or to act regarding a federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. If the award is in excess of \$100,000 and the Subawardee conducts lobbying with nonfederal funds relating to a covered federal action, the Subawardee shall submit a completed “Disclosure of Lobbying Activities” (Form SF-LLL) within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The same requirement applies to the Subawardee’s contracts greater than \$100,000. If the Subawardee receives Form SF-LLL from a contractor, the Subawardee must submit the form to AKSSF.
- I. Payment of Taxes:** The Subawardee shall pay all applicable federal, state, and local taxes and shall require their payment by any contractor or any other persons in the performance of this project.
- J. Transparency Act Reporting:** Per the Federal Funding Accountability and Transparency Act of 2006, all AKSSF subrecipients are required to report applicable information to AKSSF as requested.
- K. Modifications:** This SA may not be modified or amended, nor may any term or provision be waived or discharged, including this particular paragraph, except in writing signed by both parties.
- L. Prior Approvals:** Certain activities require prior approval in writing from AKSSF. Examples include, but are not limited to, the following:
- Change in project scope or objective
 - Change in investigator
 - Foreign travel (including to Canada and Mexico)
 - Significant deviations from the match expenditures detailed in the SOW
 - Any changes in budget line items as described in the SOW of greater than 10% of the total budget for awards of \$150,000 or more
 - Contracting with entities not described in the SOW
 - Equipment purchases and other significant costs not included in the SOW budget
 - Overexpending budgeted indirect/increasing an indirect budget
 - Other costs that require prior approvals in 2 CFR 200.308 and 407

The Subawardee shall make the approval request in writing; AKSSF will state in its response whether an amendment to the SA is necessary to incorporate approved changes.

- M. Transferability or Assignment of SA:** This SA shall not be assignable by the Subawardee without the prior written authorization of the AKSSF.
- N. Contracting:** The Subawardee shall enter into a contract for any of the work performed under this SA provided the procurement or contractor is identified in the SOW.
1. The contractual agreement shall contain all relevant sections of this SA (including, at a minimum, sections pertaining to debarred and suspended contractors; lobbying; and federal, state,

and local requirements) and the provisions found in Appendix II of 2 CFR 200.

2. The Subawardee shall require any and all contractors to comply with all applicable terms of this SA prior to working on the project in any manner.
3. Payment for services of any and all contractors shall be the Subawardee's sole obligation and responsibility. The Subawardee hereby indemnifies and holds AKSSF harmless for any liability concerning such payment. In the event the Subawardee is a public entity, the Subawardee will ensure that the contractor understands and agrees that the AKSSF shall have no liability for such payment whatsoever.
4. Contracting to entities not described in the SOW require the prior approval of AKSSF.

O. Intangible Property

1. The Subawardee may copyright any work that is subject to copyright, and owns any work produced or purchased under the project, subject to the federal government's royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so for government purposes.
2. Subawardees are subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
3. The federal government has the right to:
 - a. obtain, reproduce, publish, or otherwise use the data first produced under an award, and
 - b. authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.
4. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the federal government in developing an agency action that has the force and effect of law, the federal awarding agency shall request, and the Subawardee shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

P. Completeness:

1. This SA, including all appendices and references therein, is complete and contains the entire understanding between the parties relating to this SA.
2. This SA supersedes all prior understandings, representations, negotiations, and SAs between the parties whether written or oral.

Q. Severability: The provisions of this SA shall be deemed severable, and the invalidity, illegality, or unenforceability of any provision of this SA shall not affect the validity or enforceability of any other provision. In the event any provision of this SA is found to be invalid, illegal, or unenforceable, the parties shall endeavor to modify that clause in a manner that gives effect to the intent of the parties in entering into this SA.

R. Exhibits: All appendices attached to or made part of this SA are incorporated and agreed upon by the parties. In the event a conflict occurs between the terms of an appendix and this SA, the terms of this

SA shall control.

- S. AKSSF/ADF&G Limitation of Liability: AKSSF/ADF&G shall have no liability except as specifically provided in this SA.
- T. Notices: Any notice required under this SA shall be made via email to, at a minimum, the investigator(s). These notices shall become effective on the date specified within the notice.
- U. Formatting for Convenience: All headers, fonts, underlining, or footers used in this SA are for convenience only and shall have no meaning in the interpretation or effect of this SA.
- V. Force Majeure: Neither of the parties hereto will be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages, and embargoes; provided, however, that either party will have the right to terminate this SA “without breach” upon thirty (30) days prior written notice if the other party's delay or default due to any of the above-mentioned causes continues for a period of two months.
- W. Waiver: Waiver of any provision of this SA must be in writing to be effective. Waiver by the AKSSF of any breach by the Subawardee of any provision of this SA on any occasion shall not constitute or operate as a waiver of breach of such provision on any other occasion nor a waiver of any breach of other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision hereof by the AKSSF.
- X. Applicable Law/Venue: This SA is written and shall be construed in accordance with and governed by the laws of the State of Alaska unless U.S. federal law applies. If legal action is taken against the Subawardee, however, this SA shall be construed and interpreted in accordance with the U.S. federal or state laws that, by statute, are required to govern the Subawardee (i.e., in the event Subawardee is a public entity). Any action against AKSSF must be brought in an Alaska State Court or U.S. Federal District Court located in Juneau, Alaska, as applicable. The terms of this paragraph will survive the termination of this SA.
- Y. Signatures: This SA may be executed on separate originals or copies and shall be valid as if all parties had executed the same document. Facsimile or electronic signatures shall be as valid as written signatures. ADF&G will provide signature pages to all parties upon full execution.

XIX. INDEPENDENT SUBRECIPIENT

1. The relationship of the Subawardee to the AKSSF will be that of an independent entity and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this SA. Neither the Subawardee nor any contractor shall be eligible to participate in any AKSSF/ADF&G benefit program.
2. The Subawardee shall be solely responsible for selecting, supervising, and compensating individuals employed pursuant to the terms of this SA.
3. The Subawardee shall be exclusively responsible for the payment to its employees and for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, compliance with the wage and hour law, and all other employment laws.

Subaward Agreement AKSSF-57004
Signature Page

IN WITNESS WHEREOF, the parties have caused this SA to be signed and dated as shown below.
The undersigned parties have read and understand the terms, conditions, and deliverables of this SA.

Matanuska-Susitna Borough

Mike Brown, Borough Manager

Date

Alaska Department of Fish and Game

Debbie Maas, Program Coordinator
Alaska Sustainable Salmon Fund

Date

Britteny Cioni-Haywood, Admin Operations Manager
Division of Commercial Fisheries

Date

Melissa Hill, Division Operations Manager
Division of Administrative Services

Date

Appendix A: Statement of Work

I. Project Title: Coal Creek and Cottonwood Creek Fish Passage

II. Project Number: 57004

III. Principal Investigator

Mike Campfield, PE, Environmental Engineer
Matanuska Susitna Borough
Public Works Department
350 East Dahlia Ave.
Palmer, AK 99654
907-861-7719
mike.campfield@matsugov.us

IV. Project Period: 3/1/24 – 11/30/26

V. AKSSF Objective: Fish passage **PCSRF Objective:** HP&R

VI. Project Description

1. Synopsis

This project will replace the fish passage barrier culverts at Fern St./Cottonwood Creek and Sushana Dr./Coal Creek in the Matanuska-Susitna Borough (MSB) with stream-simulation culverts to restore unimpeded fish access to 23.01 km of instream habitat and 266.77 ha of lake habitat for coho, Chinook, and sockeye salmon.

2. Introduction

All five species of Pacific salmon return in great numbers to the streams and lakes of the MSB each summer to spawn and contribute in excess of several hundred million dollars to the Southcentral Alaska economy. Important fisheries in the MSB include the fourth largest Chinook run in the state, on the Susitna River; the second largest coho sport fishery in the state, on the Little Susitna; and the personal use dip net sockeye fishery at the mouth of Fish Creek.

Rapid growth and urbanization in the MSB are threatening the fish habitat necessary to sustain healthy salmon populations. The MSB is one of the most populous and the fastest growing area in Alaska, averaging 3.4% population growth per year vs 1.2 % for the state as a whole. One consequence of rapid population growth has been the rapid development of local road networks for access and transportation to residences, commercial centers, and recreational areas.

The greatest risk to habitat for salmon and other freshwater fish in the MSB is likely the many small actions that compound over time to degrade riparian habitat, block fish passage, and impact water quality. Since 2008, it has become evident that some Susitna salmon are experiencing significant declines. That year, the Alaska Board of Fisheries listed Susitna River Sockeye Salmon as a Stock of Concern. Chinook

salmon in that drainage missed their escapement goals for six years, and the Alaska Board of Fisheries listed six populations as Stocks of Concern in 2011. Little Susitna Coho Salmon returns have fallen short of escapement goals for the past four years.

In an effort to improve salmon habitat and salmon stock health, the MSB, Alaska Department of Fish and Game (ADF&G), U.S. Fish and Wildlife Service (USFWS), and local partners have made improvements to aquatic organism passage (AOP) projects a top priority. Since 2004, the MSB Public Works Department has been working to restore fish passage throughout the MSB as well as ensuring that no new barriers are installed. The Mat-Su Salmon Habitat Partnership (MSBSHP), which is made up of over 65 organizations that represent federal, state, local, and Tribal governments; non-profits; and business and fishing interests (Knik, MSB, USFWS, and ADF&G are all members of the partnership), have also identified AOP as an important local issue.

The MSBSHP Strategic Plan identifies as a goal the need to address culverts that block or impede fish passage. The 2019 Strategic Action Plan sets an objective of increasing catalogued miles of anadromous waters by 10 percent and addressing fish passage in 15 culverts by 2023. In addition, one of the organizational priorities is to replace up to three barrier culverts per year in the MSB.

To aid in the prioritization of replacement projects, ADF&G identified and assessed road-stream crossing sites for fish passage throughout the MSB between 2009 and 2011 (O'Doherty & Eisenman, 2022; AKSSF project #45878). This effort resulted in identifying approximately 52% of assessed culverts as likely barriers to juvenile fish passage, and a further 18% as partial barriers. Those culverts impeded access to an estimated 1,019 km of upstream habitat, including 344 km catalogued as anadromous waters, and to an estimated 2,671 ha of lakes. Both culverts included in this project significantly impede the movement of juvenile salmon.

Since 2004, more than 115 barriers in the MSB have been replaced with fish friendly structures by partners including the MSB, ADF&G, USFWS, and various non-profits and private landowners, many funded with funding assistance from AKSSF. This work has restored access to 172 km of instream habitat and over 2,400 hectares of lake habitat as of January 2023. This project is a continuation of that work, replacing two culverts on crossings that currently pose a barrier to Pacific salmon due to high outfall perch and undersized velocity. Each crossing is also a hazard for public safety due to their limited flood capacity, risk of failure, and lack of redundancy to access residents in an emergency.

The first project site is located on Fern St. and crosses over Cottonwood Creek. This project supports sockeye, coho, and Chinook salmon. Fern Street is the lowest remaining barrier on Cottonwood Creek, blocking a large proportion of the upstream Cottonwood Creek watershed, 71% of the watershed overall. Its removal will improve passage of fish 13.2 km up to Wasilla Lake (266.77 hectares).

The second project site, located in the Little Susitna River drainage at Coal Creek and Sushana Drive, supports coho and Chinook salmon and is a barrier to both adult and juvenile salmon. The outlet of the culvert has an outfall height of 1.58 m and the culvert is bowed in the middle, disrupting stream and floodplain ecological functions such as sediment and woody debris transport. To date, partners have replaced a total of 7 culverts in the Cottonwood Creek drainage and 30 in the Little Susitna River drainage, and these culverts are some of the last remaining barriers in these systems.

Undersized culverts not only impede fish passage but disrupt critical floodplain and ecosystem processes that are important for the maintenance of high-quality spawning and rearing habitat. These projects will reconstruct stream channels through the length of the road's impact area, allowing for continuous stable stream processes to occur unobstructed throughout the crossing. These projects will also improve floodplain and wetland connectivity, which will help dampen peak flows, provide cover and prey habitat, and increase hyporheic exchange with groundwater, thereby improving critical thermal refugia habitat. Cottonwood Creek is among the warmer streams in Cook Inlet and more sensitive to climate change. Improving habitat heterogeneity on the warmer streams in the basin ensures juvenile salmon can access thermal refugia.

The MSB Assembly annually approves funds for stream crossing replacement projects. The MSB intends that this locally-derived funding be used to leverage additional funding to the maximum amount possible, knowing the need greatly exceeds their ability to provide funding derived from local taxes. This project will use those local funds in combination with AKSSF funds to improve fish passage at these sites.

The MSB, USFWS, and ADF&G selected the sites and developed the project; the MSB Public Works Department will contract for engineering and construction and provide project management; USFWS and ADF&G will help review and approve designs; the MSB Public Works Department will manage the contracts and oversee construction; and ADF&G will provide post-project monitoring including monitoring fish use of newly opened areas and will collect and disseminate information on the projects to the public via the ADF&G Fish Resource Monitor website at <https://www.adfg.alaska.gov/index.cfm?adfg=ffinventory.interactive>. Survey and design work will be completed in 2024 and 2025. Construction is anticipated in 2025 and 2026.

Road	Water Body	Salmon Species	Site ID	Length of Stream (km)	Lake Area (hectares)	Action
Fern St.	Cottonwood Creek	Coho, Sockeye	20401304	13.68	266.77	Replace
Sushana Dr.	Coal Creek	Coho, Chinook	20501232	9.33	-	Replace

3. Locations

- Cottonwood Creek Drainage at Fern St: 61.56313, -149.4504583
- Coal Creek at Sushana Dr.: 61.66169, -149.46677

VII. Objectives

- Replace the Fern St./Cottonwood Creek culvert with a stream simulation culvert to restore fish passage
- Replace the Sushana Dr./Coal Creek culvert with a stream simulation culvert to restore fish passage

VIII. Methods

Methods will conform to those used at previous successful stream restoration projects throughout the MSB. At each of the selected sites, detailed engineering drawings will be developed and reviewed by the MSB, USFWS, and ADF&G. Upon approval of the engineering design, all permits necessary for the project will be obtained prior to construction (U.S. Army Corp of Engineers, Alaska Department of Natural Resources Office of Habitat Management and Permitting, and ADF&G). Concurrently, a request for project bids and quotations will be developed from which a contractor will be hired by the MSB. The contractor will remove the existing culvert, install the stream simulation design to achieve the identified objective, and complete any stream bank stabilization work, if needed. ADF&G and USFWS will carry out site visits during construction and conduct post-project monitoring to determine compliance to the original design plan and to document fish utilization of the new culvert. ADF&G will also carry out post-project monitoring to observe re-colonization of areas currently unoccupied by salmon.

All culvert designs will be stream simulation, a method of constructing crossings that mimics natural channel dimensions and processes through the culverted reach in order to maintain similar passage conditions to those in the adjacent channel. Stream simulation culverts are widely accepted both in Alaska and elsewhere as the preferred method in constructing small road-stream culvert crossings for AOP. A variety of guidelines for stream simulation type crossings have been produced in recent years. This project will follow the guidelines within the U.S. Forest Service Stream Simulation publication *An ecological approach to providing passage for aquatic organisms at road-stream crossings* (USFS 2008) and the *USFWS Culvert Design Guidelines for Ecological Function* (USFWS 2020). Both of these approaches are based on selecting an appropriate reference reach and basing the design on specific measurements taken at the reference reach. The USFWS document provides additional detailed guidance, particularly for fish passage work at lake outlets and in wetland systems. The PIs have adequate experience working in these kinds of systems and take great care to ensure all fish passage projects are designed and constructed based on an appropriate reference reach.

Designs for these projects will also conform to the stream simulation method outlined in the MSB 2022 *Subdivision Construction Manual* (SCM). This criteria was adopted by the MSB assembly and is part of the Borough Code. USFWS fish passage program staff provided MSB technical assistance during the development of these guidelines. The SCM

design criteria are based on geomorphic design principles that are consistent with the *USFWS Culvert Design Guidelines for Ecological Function*. The SCM also emphasizes the importance of floodplain, wetland, and riparian connectivity and requires conveyance of a 100-year flood flow. This criteria provides specific design requirements to ensure that *Sediment transport, flood and debris conveyance, in addition to fish passage are designed to function as they do in a natural channel.*

Project sites will be closely monitored during the design, construction, and post-construction phases. The MSB's design scope of work includes multiple review milestones at the 35%, 65%, and 95% stages where borough staff, partners, and permittees provide feedback. MSB construction inspector staff conduct daily oversight of fish passage projects during construction. Additional critical construction milestones, such as prior to setting the culvert, are called out in bid documents for advanced notification and permission to proceed controls. Final inspections will be conducted by MSB with input by ADF&G and USFWS to verify final construction matches the engineer plans. Prior to expiration of the 1 year post-construction warranty period, the MSB construction inspector conducts an additional inspection of fish passage projects. As built drawings are also filed as standard practice. ADF&G has developed a monitoring protocol for past projects and is currently assessing the overall stability of completed AOP projects installed in the MSB.

After construction, ADF&G will survey the sites using its standard criteria for assessing juvenile passage at stream crossings (Eisenman and O'Doherty 2014). ADF&G will post all post-construction monitoring data on the Fish Resource Monitor along with information on the design and construction of the replacement project to aid other practitioners.

IX. Benefits

This project will reconnect 23.01 kilometers of instream habitat and 266.77 hectares of lake habitat, restoring free and clear movement of juvenile salmonids and other anadromous and resident fish at two road crossings. Sizing the culverts to pass debris and sediment as well as water at the 100-year flood will greatly reduce the likelihood of catastrophic road failures introducing large volumes of sediment into streams. Stream simulation crossings are also more stable and less prone to bank scour, channel incision, or sediment accretion at a rate greater than the rest of the channel.

X. Products, Milestones, and Timelines

- March 2024 to December 2024: Select project engineering consultant, complete site survey work, and prepare engineering plans, drawings, and contractor bid package for Sushana Dr. (a consultant for Fern Street is already under contract for fish passage design)
- January 2025: Initiate project permit reviews; coordinate project review (right-of-way, permitting, maintenance, and engineering)
- June 2025 to August 2025: Construct Fern St. and Sushana Dr. culverts
- June 2026 to August 2026: Construct Fern St. and Sushana Dr. culverts if construction is delayed a year

- August 2025/2026 to October 2025/2026: Carry out post-construction surveys
- October 2025/2026 to November 2025/2026: Complete post construction monitoring and update the Fish Resource Monitor

XI. Project Budget

MSB Budget	Total
100 Personnel	\$0
200 Travel	\$0
300 Contractual	\$828,750
400 Supplies	\$0
500 Equipment	\$0
Total	\$828,750

MSB Budget Narrative:

Line 300: Contractual (\$828,750)

Partial design and construction contracts for the following culvert replacements:

ADFG #	Road	Water Body	Design	Construction
20401304	Fern St.	Cottonwood Creek	\$0	\$390,000
20501232	Sushana Dr.	Coal Creek	\$40,000	\$398,750

XII. Match Budget

Match Summary Budget	Total
100 Personnel	\$0
200 Travel	\$0
300 Contractual	\$445,868
400 Supplies	\$0
500 Equipment	\$0
Subtotal	\$445,868
600 Indirect	\$0
Total	\$445,868

The following entities will provide match, which will be met at rate of 53.8% of direct costs:

- MSB: \$235,868
- City of Wasilla: \$210,000

MSB Match Budget

MSB Match Budget	Total
100 Personnel	\$0
200 Travel	\$0
300 Contractual	\$235,868

400 Supplies	\$0
500 Equipment	\$0
Total	\$235,868

MSB Match Budget Narrative:

Line 300: Contractual (\$235,868)

Partial design and construction contract for the following culvert replacement:

ADFG #	Road	Water Body	Design	Construction
20501232	Sushana Dr.	Coal Creek	\$20,868	\$215,000

City of Wasilla Match Budget

City of Wasilla Match Budget	Total
100 Personnel	\$0
200 Travel	\$0
300 Contractual	\$210,000
400 Supplies	\$0
500 Equipment	\$0
Total	\$210,000

City of Wasilla Match Budget Narrative:

Line 300: Contractual (\$210,000)

Partial construction contract for the following culvert replacement:

ADFG #	Road	Water Body	Design	Construction
20401304	Fern St.	Cottonwood Creek	\$0	\$210,000

XIII. References

Eisenman, M., and G.O'Doherty. 2014 Culvert inventory and assessment manual for fish passage in the State of Alaska: A guide to the procedures and techniques used to inventory and assess stream crossings 2009-2014. Alaska Department of Fish and Game, Special Publication No. 14-08, Anchorage.

USFS. 2008. "Stream Simulation: An Ecological Approach to providing passage for aquatic organisms at road-stream crossings." United States Forest Service Stream-Simulation Working Group in partnership with the US Dept of Transportation, Federal Highway Administration Coordinated Federal Lands Highway Technology Implementation Program, National Technology and Development Program, San Dimas, CA.

USFWS 2020. Culvert Design Guidelines for Ecological Function, Revision 5 February 5th, 2020. U.S. Fish and Wildlife Service, Alaska Fish Passage Program.

Appendix B: AKSSF Invoicing Policies and Procedures

The Alaska Sustainable Salmon Fund (AKSSF) is a cost-reimbursable program; AKSSF reimburses only for actual expenses incurred including approved indirect costs. AKSSF strives to provide timely reimbursements of invoices while maintaining compliance with state and federal requirements.

Allowability

In general, costs must meet the following federal criteria to be allowable under the AKSSF program:

- Be necessary and reasonable for performance of the AKSSF project
- Be allocable to the AKSSF project
- Be authorized or not prohibited under state or local laws or regulations
- Conform to all limitations or exclusions set forth in 2 CFR 200, the terms and conditions of the PCSRF grant award, and other governing regulations as to types or amounts of cost items
- Be consistent with the Subawardee's policies and procedures that apply uniformly to both federally financed and other activities
- Be accorded consistent treatment (e.g., a cost may not be assigned to an AKSSF project as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost)
- Be determined in accordance with generally accepted accounting principles (except for state and local governments and Indian tribes as provided for in 2 CFR 200)
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior period, except as specifically provided by federal law or regulation
- Be the net of all applicable credits
- Be adequately documented

Nonfederal invoice requirements

Every invoice must contain the following information:

- Name of the billing organization
- AKSSF project number (e.g., 44111)
- Unique invoice number (assigned by the billing organization)
- Date the invoice was issued
- Period of expenditures (e.g., July 1, 2016 – September 30, 2016)
- Total expenses billed by line item (expenses must be listed by lines 100-600 as shown in the SOW budget table)
- The following certification signed by an authorized representative of the billing organization (electronic signatures are acceptable): *I certify that I am authorized to sign this report on behalf of my organization. To the best of my knowledge and belief, this report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may*

subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (31 CFR 3729-3730 and 3801-3812).

- Itemized list of expenses claimed (attached to the invoice)
- Documentation of each expense (e.g., invoice, receipt, timesheet/activity report--see below for details)
- Proof of payment of each expense (e.g., cancelled check, receipt, zero balance invoice--see below)
- Documentation and proof of payment of match expenses
- Any other documentation required by the SA

Federal invoice requirements

Federal investigators are required to fill out, sign, and return an AKSSF federal invoice confirmation memo for every invoice. When AKSSF receives a federal invoice, staff will email the invoice confirmation memo for completion to the federal investigator for the project if a memo was not included with the invoice. Federal invoices will not be processed without a completed memo.

Invoice routing

All invoices should be sent to AKSSF, Box 115526, Juneau, AK 99811-5526, or emailed to the Program Coordinator listed under section III of this SA (emailed invoices do not need to be mailed in hard copy).

Documentation of expense and proof of payment

Documentation of expenses must be sufficient such that AKSSF staff can easily identify each item. Common problems with documentation include credit card receipts that are copied on top of invoice expense descriptions, copies of backup documentation that are too faint to read, and cryptic product descriptions on invoices and receipts. These and other issues can cause delays in invoice processing. The Subawardee should provide an explanation for any expense that is not clear and understandable by a layman; all expenses should be easily identified in the budget narrative in the SOW. AKSSF also requires proof of payment of all expenses to document that the organization has incurred the cost. Proof of payment can take the form of canceled checks, receipts, zero balance invoices, pay stubs, etc. Please see the "Line item details" section below for more information on documentation by line item.

Unallowable costs

AKSSF will review invoices for allowability of costs. Any costs that are not reasonable, not identified in the SOW budget narrative (see below) or otherwise not allocable to the project, or are unallowable per federal regulations or AKSSF policies, may be questioned and unallowed. If AKSSF learns that reimbursed or match costs previously accepted are unallowable per federal requirements, these costs may be retroactively disallowed, as follows:

Active projects: Retroactively disallowed costs that have been reimbursed must be credited on the Subawardee's next invoice. Disallowed match costs must be replaced with the next invoice if needed to meet match requirements; further reimbursements will be withheld until/unless match requirements are met. If necessary, the Subawardee may be required to reimburse AKSSF if sufficient allowable match is not accrued for

reimbursed expenses. The Subawardee may provide additional match documentation or accrue additional match expenditures during the project period to meet match requirements.

Closed projects: Retroactively disallowed costs from closed projects must be reimbursed to AKSSF. Retroactively disallowed match may result in the disallowance of reimbursed costs; subject to approval by AKSSF and/or auditors, the Subawardee may provide documentation of additional allowable match incurred during the project period or reimburse AKSSF for the portion of reimbursed costs originally met with the disallowed match. Match expenses may not occur outside the original project period.

Expenses not described in the budget narrative

Within reason, investigators should include all anticipated expenses in the budget narrative when finalizing the SOW. Any expense that is not described in the budget narrative either directly or as part of a described category (e.g., field supplies) may be questioned by AKSSF. Investigators should contact AKSSF before making expenses not included in the budget narrative.

Late project costs

All expenditures must be necessary to accomplish project objectives during the project period. Therefore, supplies and equipment must be purchased early enough in the project to allow significant use during the life of the project. Supplies and equipment purchased late in the project period (e.g., within six months of the end date for supplies and within one year of the end date for equipment) will receive additional scrutiny and may be unallowed by AKSSF even if they are in the SOW budget. Questions about acceptable timing of supplies and equipment purchases should be directed to AKSSF staff.

Profit

Profit is not allowable. Commercial (i.e., for-profit) subawardees must provide documentation of direct costs exclusive of profit. Billing rates and markups on expenses may not be applied to AKSSF projects.

Credits

Invoices should include a brief explanation of any credits issued on them.

Reimbursement timing and review

ADF&G will issue a reimbursement within 30 days of receipt of an invoice if the invoice is complete and acceptable; incomplete invoices (i.e., invoices that lack the required information listed above) will be held pending submission of missing information. Invoices may also be held until any questions arising during review of the invoice are resolved. The Subawardee's invoice contact identified in the SA will be contacted by AKSSF staff with any questions or concerns and, if appropriate, guidance on how to resolve the issue(s). The Subawardee may choose to remove questioned costs from the invoice to expedite payment. Funds withheld due to unsatisfactory compliance with any of the AKSSF's policies and/or federal requirements may be paid at a later date at AKSSF's discretion upon satisfactory correction or completion of the condition that caused the withholding.

Invoice submission deadline

All invoices must be complete and received by AKSSF no later than 30 days following the project end date in order to qualify for reimbursement. AKSSF encourages all recipients to bill at least quarterly for efficient processing of invoices.

Confidentiality and privacy

All invoices submitted become the property of the State of Alaska. Alaska Statute 40.25.110 requires public records to be open to reasonable inspection. The Subawardee is responsible for ensuring that invoices and supporting documentation do not contain private or sensitive information such as social security numbers, home addresses, or telephone numbers of employees.

Line item details

Personnel (line 100)

Compensation for personal services described in the SOW shall be reimbursed for reasonable, allowable, and allocable services rendered during the project period, including but not necessarily limited to, wages, salaries, and fringe benefits, as described in 2 CFR 200.430. Compensation for employees engaged in work on AKSSF projects will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the Subawardee.

Salaries and wages

2 CFR 200.430 describes federal requirements for the internal documentation of the Subawardee's personnel costs. With its invoices, the Subawardee must provide documentation supporting those personnel costs requested for reimbursement compliant with 2 CFR 200.430. Documentation must include the employee's activity allocable to the project as part of the employee's total activity. In addition, pay stubs, accounting sheets showing direct deposit transactions, or other documentation that the employee was paid are required.

Fringe benefits

Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. The costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, the Subawardee's entity-employee agreement, or the Subawardee's established policy. Fringe benefits should be distributed to particular projects and other activities in a manner consistent with the pattern of benefits accruing to employees whose salaries and wages are chargeable to such projects and other activities.

Only actual fringe benefits provided to employees are allowable. Documentation of all fringe benefits is not required; however, the Subawardee must be able to satisfy the AKSSF that claimed costs are based on actual expenditures. If a percentage rate is used to calculate the fringe benefits charged to AKSSF projects, the Subawardee must provide

AKSSF with calculations justifying the rate used by employee or provide the federally negotiated indirect cost rate agreement if the fringe benefits rate is federally negotiated.

Travel (line 200)

Meals, incidentals, and lodging costs will be reimbursed according to the Subawardee's travel policies and procedures and must be documented. If a per diem rate is used, a calculation including the per diem rate and the number of days claimed must be provided. AKSSF may require a copy of the Subawardee's travel policies and procedures prior to reimbursing travel costs.

Contractual, supply, and equipment expenses (lines 300, 400, and 500)

Contractual, supply, and equipment expenses must be documented with an invoice, receipt, or other documentation describing the expense as well as a canceled check, receipt, zero balance invoice, or other documentation indicating the expense was paid.

Indirect (line 600)

AKSSF allows for the recovery of indirect costs as described in section IX of this SA. AKSSF does not allow administrative or overhead expenses to be charged as direct expenses. Examples of typical administrative expenses include the following:

- Rent
- Utilities
- Building maintenance or cleaning
- Insurance
- Telephone service
- Postage
- Office supplies (e.g., folders, ink cartridges)
- Office furniture and equipment (e.g., chairs, desks, printers)
- Administrative staff
- Audit expenses (unless they appear in the SOW)
- Legal expenses
- Equipment depreciation
- Other services or items shared between multiple projects or not directly related to the execution of the project

Match

Match requirements must be met by the time that each invoice is paid. Please see Appendix C, *AKSSF Match Guidance*, for details.

Appendix C: AKSSF Match Guidance

Beginning in FFY08, PCSRF grant awards have required nonfederal match per congressional direction and AKSSF requires subawards to provide match to meet this requirement. The general guidance provided below is intended to be consistent with statutory requirements, the PCSRF grant award, AKSSF policies, and federal regulations. If you notice any discrepancies with federal requirements, please contact AKSSF staff for additional guidance.

1. All contributions, including cash and cooperator or third party* in-kind, shall be accepted as part of the project's match when such contributions meet all of the following criteria:
 - Are verifiable from the cooperator's records
 - Are not included as contributions for any other federal award
 - Are necessary and reasonable for accomplishment of project or program objectives
 - Are allowable per 2 CFR 200 Subpart E
 - Are not currently or previously funded by the federal government under another award (e.g., a boat or supplies purchased through another federal award may not be used as in-kind match), except where authorized by federal statute to be used for cost sharing or matching
 - Conform to other relevant provisions of 2 CFR 200
 - Take place within the project period
 - Are treated consistently with other costs incurred for the same purpose in like circumstance (e.g., whether the source of funding is federal or nonfederal, whether the work is done in-house or externally)
 - Are not routine operations or services that would be performed with or without the AKSSF project
 - Are consistent with AKSSF policies and procedures (e.g., administrative costs are not allowable, see <http://www.adfg.alaska.gov/index.cfm?adfg=akssf.policies>)
 - If in-kind and provided by a third party, are documented on AKSSF match forms or on third party letterhead including the same information, with attachments as applicable
 - If in-kind and provided by a cooperator, are documented on AKSSF match forms or with other documentation containing the same information, as applicable

**For the purposes of this appendix (Appendix C), "third party" refers to any entity other than a cooperator.*

2. The following section describes common types of allowable match and its required documentation.

Personnel: The value of individuals providing skilled and unskilled labor that is an integral and necessary part of the project may be used as match.

Volunteers: Volunteer labor is not paid for by any organization. Rates claimed for volunteer services shall be consistent with those paid for similar work in the Subawardee's organization. In those instances in which the required skills are not found in the Subawardee's organization, rates shall be consistent with those paid for similar

work by people with similar expertise in the labor market in which the Subawardee competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

In general, three quotes substantiating the rate used should be provided. However, if the volunteer is providing the same services for which they are paid in their normal line of work (whether for the Subawardee or another entity), documentation of their rate of pay alone is acceptable. Volunteer services shall be documented on the AKSSF Volunteer Match Form (or other documentation that includes the same information).

Personnel Donated by the Subrecipient: If the Subawardee matches the project with a paid employee, the match is considered “cash” and must be documented in the same manner as a reimbursed expense.

Personnel Donated by a Third Party: When an employer other than the Subawardee furnishes labor free of charge to the Subawardee (but pays the employee) for services in the employee’s normal line of work, the services shall be valued at the employee’s regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at the third party’s federally negotiated indirect cost rate (NICRA), if applicable. Documentation of the employee’s rate of pay, fringe benefits, and NICRA documentation (if applicable) must be provided along with the AKSSF Donated Personnel Match Form (or other documentation that includes the same information).

Consumable Supplies: Donated consumable supplies include expendable items such as laboratory or field supplies. The value assessed to donated consumable supplies shall be reasonable and shall not exceed the fair market value of like items at the time of their donation to the project. In general, three current quotes for like goods should be provided along with the AKSSF Third Party Supplies Match Form or the AKSSF Subrecipient Consumables Match Form, as applicable (or other documentation that includes the same information).

Non-Consumable Supplies: Non-consumable supplies have an extended useful life and may include such items as cameras, computer equipment, and tools.

Non-Consumable Supplies Permanently Donated by a Third Party: The value assessed to non-consumable supplies that are permanently donated to the project by a third party (i.e., not returned to the third party owner at the end of the project) shall be reasonable and shall not exceed the fair market value of like items in like condition at the time of their donation to the project. In general, three current quotes for like goods in like condition should be provided along with the AKSSF Third Party Supplies Match Form (or other documentation that includes the same information).

Non-Consumable Supplies Temporarily Donated by a Third Party or Donated by the Subawardee: Non-consumable supplies owned by the Subawardee (i.e., purchased with nonfederal funds prior to the start date of the project) or non-consumable supplies

temporarily donated to the project by a third party may be valued at fair third party rental rates, if rental rates are available for like items. In general, three quotes for renting like items should be provided from vendors as near as possible to the location of the project along with the AKSSF Subrecipient Non-Consumables Match Form or the AKSSF Third Party Non-Consumables Match Form, as applicable (or other documentation that includes the same information).

Equipment: Loaned equipment may be valued at fair third party rental rates. Equipment is defined as an item that costs \$5,000 or more and has a useful life of more than a year. In general, three quotes for renting like items should be provided from vendors as near as possible to the location of the project along with the AKSSF Subrecipient Equipment Match Form or the AKSSF Third Party Equipment Match Form, as applicable (or other documentation that includes the same information).

Space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality. Documentation must be provided. Office space is not eligible as match.

Services: In-kind (non-personnel) services provided by the Subawardee or a third party shall be valued at the usual published rate that entity charges for performing like services (e.g., \$3.60/sample for DNA sequencing). If the entity offers differential pricing based on the volume or quantity of samples, valuation shall be consistent with usual rates charged by the entity for performing a similar volume/quantity of services. If the entity does not normally charge for similar services, valuation shall be based on actual costs (e.g., personnel, supplies) for performing the services. Documentation of the rate claimed or actual costs, as applicable, must be provided along with the AKSSF Subrecipient Services Match Form or the AKSSF Third Party Services Match Form, as applicable (or other documentation that includes the same information). When services consist entirely or primarily of labor, they should typically be valued as personnel costs (see above).

Indirect: Subawardees with approved indirect rates in their direct budget that do not claim the full value of the indirect for reimbursement may claim the difference as match if approved by AKSSF. The AKSSF Unrecovered Indirect Match Form must be filled out and provided (or other documentation that includes the same information). Subawardees claiming indirect against match expenses must fill out and provide the AKSSF Match Budget Indirect Match Form (or other documentation that includes the same information).

3. Non-consumable supplies with a current fair market value of \leq \$250 per item may not be used as match.
4. It is unusual for contractors (i.e., an entity paid for services in the contractual line of an AKSSF budget) to provide match. The value of in-kind contributions from third party match providers that are also contractors for the Subawardee will receive extra scrutiny.

5. Rental rates for loaned supplies and equipment shall be appropriate to the period of use (e.g., an item used regularly for two months shall be valued at a monthly rate rather than a weekly or daily rate, if available).
6. The Subawardee's equipment and facilities can't be used for match if depreciation or use allowance is included in its indirect cost pool.
7. The Subawardee must collect support for cash match contributions to the same level of detail as required for reimbursed expenses. Documentation supporting in-kind rates/values and use, if applicable, must be collected and provided to AKSSF with AKSSF match forms, or other documentation that includes the same information, at the time that match is claimed. Documentation of match must be readily identifiable as match.
8. Match requirements must be met by the time that each invoice is paid (i.e., reimbursement of project expenditures will not occur until the required match has been met). For example, if a Subawardee requests reimbursement for \$10,000 of expenses, the invoice will not be reimbursed until documentation of at least \$5,380 of match expenditures (i.e., 53.8%) has been provided. Excess match expenditures (specific to the project) will carry forward and be available to match future expenses on the same project. See section IV for information on projects involving cooperators.
9. Match should be accrued within the project period concurrently or prior to direct expenses (i.e., match should not be accrued at the end of a project after the majority of direct expenses have taken place).
10. Significant deviations from match expenditures described in the SOW must be approved in advance by AKSSF.
11. All AKSSF funded costs, including indirect, must be matched.
12. The total match provided must be at least 53.8% of the total AKSSF-funded budget (e.g., a project with a total AKSSF-funded budget of \$100,000 requires a \$53,800 match for a total project cost of \$153,800). In the event that a project does not spend its entire budget, only 53.8% of reimbursed expenses must be provided as match.

Memorandum of Agreement

Between the City of Wasilla and the Matanuska-Susitna Borough

Regarding Fish Passage Funding

For Fern Street

The Parties to this Agreement are the City of Wasilla (hereinafter "City") and the Matanuska-Susitna Borough (hereinafter "Borough"), both being municipalities established under Alaska law.

WHEREAS, the Borough has funding to design and construct improvements to Fern Street, functionally classified as a Major Collector, under the Fern Street Upgrades and Pathway Project, MSB Project No. 35472-1817, approximately 1.5 miles in length (hereinafter "Project"); and,

WHEREAS, in addition to reconstructing Fern Street with two 12-foot travel lanes and 2-foot shoulders from Knik-Goose Bay Road to Edlund Road, the Project will include grading, drainage, paving, signing, striping, landscaping and enhancements, as well as installation of a fish passage culvert at Cottonwood Creek and construction of a parallel pathway from Knik-Goose Bay Road to Fairview Loop; and,

WHEREAS, the City owns and maintains approximately 1800 feet of Fern Street from Knik-Goose Bay Road to Mint Drive, including the fish passage culvert; and,

WHEREAS, it is necessary to establish an agreement between the City and the Borough to identify funding responsibilities between the parties for the improvements constructed under the Project.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the responsibility for funding and maintenance of the fish passage culvert on Fern Street:

1. CITY OF WASILLA FUNDING AND MAINTENANCE

The City will provide match funding for the fish passage culvert/bridge at Cottonwood Creek in the amount of \$210,000. Following construction completion, the City will maintain the culvert.

2. MATANUSKA-SUSITNA BOROUGH FUNDING

The Borough will provide \$70,000 in Transportation Improvement Program funding for the engineering design and use grant funds in the amount of \$390,000 from the Alaska Sustainable Salmon Fund for the construction of the improvements included in the project. The Borough will also provide project management and grant administration for the fish passage grant and project using Borough staff.

3. DESIGN REVIEW AND CONSTRUCTION INSPECTIONS

The Borough will have overall authority and responsibility for contract management of the design and construction contracts and will solicit for and select the design consultants and construction contractor. The City will be provided the opportunity to review the culvert design at the Plans-In-Hand (65%) and Pre-PS&E (95%) levels and agrees to submit comments in writing to the Borough project manager. The

Memorandum of Agreement

MOA - Fern Street Improvements Funding Responsibilities

BY: _____
Michael Brown, Borough Manager Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2023, the Borough Manager of the Matanuska-Susitna Borough acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska
My commission expires: _____

Memorandum of Agreement

Between the City of Wasilla, the Matanuska-Susitna Borough and
the Alaska Department of Transportation & Public Facilities

Regarding Maintenance Responsibilities
For Fern Street

The Parties to this Agreement are the City of Wasilla (hereinafter "City"), the Matanuska-Susitna Borough (hereinafter "Borough"), both being municipalities established under Alaska law, and the State of Alaska Department of Transportation and Public Facilities (hereinafter "ADOT&PF").

WHEREAS, the Borough has funding to design and construct improvements to Fern Street, functionally classified as a Major Collector, under the Fern Street Upgrades and Pathway Project, MSB Project No. 35472-1817, approximately 1.5 miles in length (hereinafter "Project"); and,

WHEREAS, in addition to reconstructing Fern Street with two 12-foot travel lanes and 2-foot shoulders from Knik-Goose Bay Road to Edlund Road, the Project will include grading, drainage, paving, signing, striping, landscaping and enhancements, as well as installation of a fish passage culvert/bridge at Cottonwood Creek and construction of a parallel pathway from Knik-Goose Bay Road to Fairview Loop; and,

WHEREAS, the City owns and maintains approximately 1800 feet of Fern Street from Knik-Goose Bay Road to Mint Drive and authorized the Borough to construct improvements within this segment; and,

WHEREAS, under a separate maintenance agreement with the Borough the City maintains 4000 feet of Fern Street owned by the Borough from Mint Drive to Edlund Road; and,

WHEREAS, the southern segment of Edlund Road from its intersection with Fern Street to Fairview Loop underwent a name change to "Fern Street" in 2015; but ownership of those 2,700 feet remains with the ADOT&PF; and,

WHEREAS, it is necessary to establish an agreement between the City and the Borough to identify maintenance responsibilities between the parties for the improvements constructed under the Project.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the responsibility for maintenance and operation of the various segments of Fern Street from Knik-Goose Bay Road to the intersection with Fairview Loop and related, associated, or adjacent right-of-way:

1. CITY OF WASILLA MAINTENANCE

- a. At its sole cost and expense, the City will maintain Fern Street and the separated non-motorized pathway from Knik-Goose Bay Road to Edlund Road in a manner consistent with the City's maintenance standards, commencing upon Substantial Completion of those improvements.
- b. The Fish Passage Culvert to be constructed at Cottonwood Creek by the Borough will be maintained by the City in accordance with the Memorandum of Agreement Between the City of Wasilla and the Matanuska-Susitna Borough Regarding Funding, Construction, and Maintenance of the Fish Passage Culvert at Cottonwood Creek.
- c. The City's responsibilities for Fern Street road and pathway shall include management, maintenance, repair, or replacement of the following improvements:
 - i. Signage; and
 - ii. Travel lanes and shoulder pavement: striping, crack sealing, pothole patching, sweeping; winter plowing, winter ice and snow drift management; and
 - iii. Brush cutting within the right-of-way; and
 - iv. Drainage improvements: ditches, culverts, drainage swales, detention ponds and drainage structures; and
 - v. Seeding, plantings, and landscaping; and
 - vi. Fencing.
- d. Luminaires: City operations and maintenance will include operation, repair, and replacement of all luminaires, their lamps and electrical cost along the Fern Street corridor from the Knik-Goose Bay Road to Fairview Loop; and
- e. Paved Pathway: City operations and maintenance will include crack sealing, pothole patching, sweeping; winter plowing, winter ice and snow drift management of the Fern Street paved pathway from the Knik-Goose Bay Road to Fairview Loop.

2. MATANUSKA-SUSITNA BOROUGH MAINTENANCE

- a. The Borough's responsibility shall include maintenance, repair, or replacement of the following improvements constructed under the Project:
 - i. Traffic Data and Management equipment

3. ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES MAINTENANCE

- a. ADOT&PF will maintain Fern Street from its intersection with Edlund Road to Fairview Loop
- b. ADOT&PF's responsibilities for Fern Street shall include management, maintenance, repair, or replacement of the following improvements:
 - i. Signage; and
 - ii. Travel lanes and shoulder pavement: striping, crack sealing, pothole patching, sweeping; winter plowing, winter ice and snow drift management; and
 - iii. Brush cutting within the right-of-way; and
 - iv. Drainage improvements: ditches, culverts, and any other drainage structures.

4. MISCELLANEOUS PROVISIONS.

- a. Each party shall be responsible for its own activities under this agreement. In the event of a dispute or claim of mixed, joint, or uncertain liability, the parties shall meet and confer in good faith to seek resolution.

b. Nothing in this agreement authorizes expenditures beyond the appropriations made by the City Council and the Borough Assembly.

c. The City shall have no claim against the Borough for cost overruns or if the money available is not adequate to complete the Project.

d. This MOA supplements MOA signed in December of 2013 titled “MEMORANDUM OF AGREEMENT Between the Matanuska-Susitna Borough and the City of Wasilla Regarding the transfer of road maintenance for portion of roads outside of each entities boundaries” and the December 2013 MOA remains in full force and effect. To the extent of any conflict or inconsistency, this MOA supersedes the MOA signed in December of 2013 only as it may apply to Fern Street and pathway.

e. The failure of any party to this Agreement to insist on any one or more instances upon strict performance by any other party of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by a party of any provision or covenant in the Agreement cannot be enforced or relied upon by another party unless the waiver is in writing and signed.

f. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

MATANUSKA-SUSITNA BOROUGH:

Director of Public Works
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645-6488

CITY OF WASILLA:

Public Works Director
City of Wasilla
290 E. Herning Avenue
Wasilla, Alaska 99654

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**

BY: _____
Glenda D. Ledford, Mayor Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

Notary Public, State of Alaska
My commission expires: _____

BY: _____
Michael Brown, Borough Manager Date

Notary Public, State of Alaska
My commission expires: _____

BY: _____
Sean Holland, Central Region Director Date _____

Notary Public, State of Alaska
My commission expires: _____