

**MATANUSKA-SUSITNA BOROUGH INFORMATION MEMORANDUM IM No. 24-051**

**SUBJECT:** ACCEPTING AND APPROPRIATING \$400,000 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE AGREEMENT FOR THE SAW CREW PROJECT.

**AGENDA OF: February 20, 2024**

**ASSEMBLY ACTION: Adopted without objection 03/05/24 - BJH**

**AGENDA ACTION REQUESTED:** Introduce and set for public hearing.

Route To	Signatures
Originator	<div style="text-align: right; font-size: small;">2 / 6 / 2 0 2 4</div> <hr/> <div style="text-align: center;">X      E m e r s o n   K r u e e g e r</div> <hr/> <div style="font-size: x-small;">Signed by: Emerson Krueger</div>
Department Director	<div style="text-align: right; font-size: small;">2 / 7 / 2 0 2 4</div> <hr/> <div style="text-align: center;">X      E r i c   P h i l l i p s</div> <hr/> <div style="font-size: x-small;">Signed by: Eric Phillips</div>
Finance Director	<div style="text-align: right; font-size: small;">2 / 7 / 2 0 2 4</div> <hr/> <div style="text-align: center;">X      C h e y e n n e   H e i n d e l</div> <hr/> <div style="font-size: x-small;">Signed by: Cheyenne Heindel</div>
Borough Attorney	<div style="text-align: center; font-size: x-small;">[Redacted] Recoverable Signature</div> <hr/> <div style="text-align: center;">X      J o h n   A s c h e n b r e n n e r</div> <hr/> <div style="font-size: x-small;">Signed by: John Aschenbrenner</div>
Borough Manager	<div style="text-align: center; font-size: x-small;">[Redacted] Recoverable Signature</div> <hr/> <div style="text-align: center;">X      M i c h a e l   B r o w n</div> <hr/> <div style="font-size: x-small;">Signed by: Michael Brown</div>
Borough Clerk	<div style="text-align: center; font-size: x-small;">[Redacted] Recoverable Signature</div> <hr/> <div style="text-align: center;">X      L o n n i e   M c K e c h n i e</div> <hr/> <div style="font-size: x-small;">Signed by: Lonnie McKechnie</div>

**ATTACHMENT (S):** Memorandum of Agreement (8 pp)  
Ordinance Serial No. 24-032 (2 pp)  
Resolution Serial No. 24-025 (2 pp)

**SUMMARY STATEMENT:**

On January 3, 2023, the Assembly was provided IM 23-003, informing them of the submittal of a form requesting State of Alaska Department of Natural Resource Division of Forestry capital funding for the Saw Crew project. The Borough requested two years of funding for the Saw Crew project. State Forestry approved funding for a single year, which amounts to \$400,000 with no match required. On December 20, 2023, the Borough was provided the grant agreement for the funding which this legislation will accept and appropriate.

The grant funding will be used, in conjunction with the Federal and Borough funding, for the Saw Crew Project. The Saw Crew Project is comprised of a year-round fuel reduction crew, coordinating with borough facility managers to develop and implement facility specific fuel reduction prescriptions. The primary target of the fuel reduction work is beetle-kill spruce and dead and dying trees.

This is the last installment of funding expected for the Saw Crew Project. The project is estimated to be complete in 2026.

**RECOMMENDATION OF ADMINISTRATION:** Adoption of legislation.

**MATANUSKA-SUSITNA BOROUGH**

**FISCAL NOTE**

Agenda Date: 2/20/2024

SUBJECT: ACCEPTING AND APPROPRIATING \$400,000 FROM THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY, APPROVING THE SCOPE OF WORK AND BUDGET, AUTHORIZING THE MANAGER TO ENTER INTO THE AGREEMENT FOR THE SAW CREW PROJECT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <b>YES</b> NO
AMOUNT REQUESTED \$400,000	FUNDING SOURCE State of Alaska DNR
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 480.000.000 3xx.xxx	PROJECT # 47109
VERIFIED BY:  X <u>Liese l W eiland</u> 2 / 7 / 2 0 2 4 Signed by: Liese l 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						
<b>TOTAL OPERATING</b>						

CAPITAL						
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REVENUE						
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**FUNDING:** (Thousands of Dollars)

General Fund						
State/Federal Funds	400.0					
Other						
<b>TOTAL</b>	<b>400.0</b>					

**POSITIONS:**

Full-Time						
Part-Time						
Temporary						

**ANALYSIS: (Attach a separate page if necessary)**

APPROVED BY:	2 / 7 / 2 0 2 4 X <u>C h e y e n n e H e i n d e l</u>
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Signed by: C h e y e n n e H e i n d e l

# MEMORANDUM OF AGREEMENT

BETWEEN

DEPARTMENT OF NATURAL RESOURCES, Division of Forestry and Fire Protection

AND

THE MATANUSKA – SUSITNA BOROUGH

TO SUPPORT THE CRITICAL FACILITIES PROTECTION: SAW CREW PROJECT

## **ARTICLE 1: PARTIES**

The parties of this Agreement are the State of Alaska, Department of Natural Resources, (DNR) Division of Forestry and Fire Protection (DOF) and the Matanuska-Susitna Borough (MSB, Mat-Su Borough).

## **ARTICLE 2: AUTHORITY and GENERAL INTENT**

AUTHORITIES: Pursuant to AS 41.17.055(e), the State Forester can enter into cooperative agreements as specified under that chapter to complete tasks identified in this document. The Cooperator is a “government agency” that the State Forester can enter into a/this cooperative agreement with.

## **ARTICLE 3: PROJECT SCOPE AND RESPONSIBILITIES**

PURPOSE: MSB is to perform hazardous fuels treatments of various nature to protect lives, property, and critical infrastructure. Fuels treatments shall take place at Borough owned public facilities and on Borough owned lands with the established Saw Crew.

The intent of this agreement is to mitigate the potential and severity of wildfires, protect the critical infrastructure identified in the Matanuska-Susitna Borough’s Community Wildfire Protection Plan (CWPP), and safeguard private property. Additionally, it aims to reduce the risks posed by dead and dying trees on Matanuska-Susitna Borough (MSB) lands through hazardous fuels treatment, in accordance with the terms outlined in this agreement.

THE ALASKA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY AND FIRE PROTECTION WILL:

1. Provide financial compensation for the entire duration of this Agreement, total funding not to exceed \$400,000.
2. The Division of Forestry will reimburse Matanuska-Susitna Borough for the wages of the personnel who assist with the prescribed hazardous fuels treatment. This includes personnel managing and securing the project sites. This agreement also covers equipment maintenance and replacement, fuel, training, and Personal Protective Equipment (PPE) required to fulfill the project scope and responsibilities detailed above and below. Equipment purchases over \$5,000 and additional training beyond a “practical approach” will require DOF approval. DOF is willing to assist with trainings if the need arises. Ownership of equipment over \$5,000 may be retained by the Alaska Division of Forestry and Fire Protection.
3. DOF will reimburse MSB for contractor expenses incurred in relation to the fuel treatment projects. This includes costs for securing project sites or removing hazardous trees beyond the capabilities of the “saw crew.”

THE MATANUSKA-SUSITNA BOROUGH WILL:

1. Undertake approximately 100 acres of hazardous fuel reduction at Borough Critical Facilities and Infrastructure, in high-use public recreation areas within residential zones, and near the wildland-urban interface on Borough-owned land.
2. Utilize MSB resources to identify site boundaries, site specific prescriptions, and stay within the identified boundaries and prescription.
3. Provide payment to employees and contractors if/when used on this project.
4. Utilize common ARCGIS data collection methods to determine estimated acres treated, in addition to keeping a spreadsheet and sharing the files with the Division of Forestry quarterly.

5. Assist Division of Forestry with initial public outreach to inform residents of the project, inform the public of any available firewood, and provide updates for continued public information on the project.

#### **ARTICLE 4: PROJECT SPECIFIC TERMS AND CONDITIONS**

##### **4.A—FUNDS**

Funding for this agreement is provided by State of Alaska appropriated Capital Improvement Project Funds and is administrated by the Alaska Division of Forestry and Fire Protection.

##### **4.B – FINANCIAL TERMS**

1. DOF will reimburse MSB for the wages of personnel who assist with the hazardous fuels treatment, including for personnel to manage and secure the project sites.
2. DOF will reimburse MSB for contractor equipment expenses incurred in relation to the fuel treatment projects.
3. DOF will reimburse MSB for equipment maintenance and replacement, fuel, training, and Personal Protective Equipment (PPE). Equipment purchases over \$5,000 and additional training beyond a “practical approach” will require DOF approval. Ownership of equipment over \$5,000 may be retained by the Alaska Division of Forestry and Fire Protection.

##### **4.C – BILLING PROCESS**

1. Request for payment shall be submitted on Matanuska-Susitna Borough letterhead. Requests shall have verification backup information attached linking to the scope of work outlined in Article 3.

Point of Contact for all pay items:

Ethan DeBauche, Coastal Region Fuels Specialist

ethan.debauche@alaska.gov

#### **4.D – REPORTING**

The Mat-Su Borough will provide quarterly reports and a final project report to the Division of Forestry. Quarterly reports will include information on estimated acres treated, personnel assigned to the project site(s), contractors used, photos that help illustrate the quarterly accomplishments, along with other pertinent information. DOF may use any photos in other reports and/or social media. **A final report is due by July 1, 2025.**

#### **ARTICLE 5. POINTS OF CONTACT**

Name/Title: Ethan DeBauche/Coastal Region Fuels Specialist

State of Alaska Division of Forestry:

Address: 101 Airport Rd Palmer, AK 99645

Email: ethan.debauche@alaska.gov

Name/Title: Emerson Kruger

Agency: Matanuska-Susitna Borough

Address: 350 East Dahlia Ave, Palmer AK 99645

Email: emerson.krueger@matsugov.us

#### **ARTICLE 6: EFFECTIVE DATE AND PERIOD OF AGREEMENT**

The Mat-Su Borough will provide quarterly reports and a final project report to the Division of Forestry. Reports will include information on estimated acres treated, personnel assigned to project site, and contractors used along with other pertinent information. DOF encourages MSB to include photos that help illustrate the accomplishments and may use these photos in reports and/or social media. **A final report is due by July 1, 2025.**

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

Changes and/or amendments to this Agreement shall be formalized by written amendment that will outline—in detail—the exact nature of the change, including any changes to funding sources, scope of work, location, etc. Any amendment to this Agreement will be executed in

writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person shall be interpreted as amending or otherwise affecting the terms of this Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendment.

This Agreement includes renewal options, to be exercised solely at the discretion of The Division of Forestry and Fire Protection. Renewal periods will not extend past one calendar year. If a renewal option is not exercised by DOF, the Agreement shall be considered expired on the expiration date noted in Article 6 and does not require notification of such by DOF. All exercised renewal options shall be executed via written amendment to the Agreement.

#### **ARTICLE 8. TERMINATION**

Either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty days prior written notice of termination. The party initiating the written notice of termination will not incur any liability or obligation to the terminated party, other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date. The party receiving the written notice of termination will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be established based on payments issued prior to termination and, as appropriate, a refund or bill will be issued.

#### **ARTICLE 9: DISPUTES**

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final.



## **ARTICLE 10. WORKPLACE CONDUCT**

The State of Alaska is an equal opportunity employer and does not discriminate in employment on the basis of race, color, religion, sex, national origin, age, disability, marital status, changes in marital status, pregnancy, and parenthood. This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing and other such verbal or physical conduct. Creating a hostile work environment will not be condoned. This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.

## **ARTICLE 11: PARTIES RESPONSIBLE FOR THEIR OWN ACTS**

The Matanuska-Susitna Borough and the State of Alaska, including but not limited to the Alaska Department of Natural Resources and/or the Alaska Division of Forestry and Fire Protection, each agree that they will be responsible for their own acts, omissions, or other culpable conduct and neither shall be responsible for the actions or inactions of the other. Each party agrees to defend itself individually from claims, demands, or liabilities arising out of any activities authorized by this Agreement or the performance thereof. In any claim arising out of the performance of this Agreement, whether sounding in tort, contract, or otherwise, and whether alleging sole liability, joint liability, vicarious liability, or otherwise, each party shall defend itself but may assert comparative fault, the sole liability of another, or any other defense, affirmative defense, or request for relief.

## **ARTICLE 12: LEGISLATIVE APPROPRIATIONS**

The State is a government entity, and it is understood and agreed that the State's payments herein provided for may be paid from Alaska State Legislative appropriations; and approval or continuation of an agreement is contingent upon Legislative appropriation. The State reserves the right to terminate the agreement in whole or part if, in its sole judgment, the Legislature of the State of Alaska fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments; or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available. Further, in the event

of non-appropriation, the State shall not be liable for any penalty, expense, or liability; or for general, special, incidental, consequential, or other damages resulting therefrom.

#### **ARTICLE 13: FORCE MAJEURE**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

#### **ARTICLE 14: LAWS AND REGULATIONS**

Nothing in this Agreement is intended to conflict with the Federal, State, or local laws or regulations. If there are conflicts, this Agreement will be amended to bring it into conformation with applicable laws and regulations.

#### **ARTICLE 15: EXPENDITURE OF FUNDS**

Nothing in this Agreement shall obligate any party in the expenditure of funds or future payments of money in excess of appropriations authorized by law.

