

SUBJECT: AUTHORIZATION OF A GRANT IN THE AMOUNT OF \$50,000 TO THE CITY OF PALMER FOR PALMER MUNICIPAL AIRPORT OPERATIONS

AGENDA OF: June 18, 2024

ASSEMBLY ACTION:

Approved under the consent agenda 06/18/24 - *emw*

AGENDA ACTION REQUESTED: Present to the Assembly for consideration.

Route To:	Signature
Originator	 Recoverable Signature X Pamela Graham Signed by: Pamela Graham
Department/Finance Director	6 / 5 / 2 0 2 4 X Cheyenne Heindel Signed by: Cheyenne Heindel
Borough Attorney	 Recoverable Signature X John Aschenbrenner Signed by: John Aschenbrenner
Borough Manager	6 / 5 / 2 0 2 4 X Michael Brown Signed by: Mike Brown
Borough Clerk	 Recoverable Signature X Lonnie McKechnie Signed by: Lonnie McKechnie

ATTACHMENT (S) : Fiscal Note
Grant Agreement (6 pages)

SUMMARY STATEMENT:

This legislation is sponsored by Assemblymember Nowers.

The Mat-Su Borough has recently experienced significant snowfall during winter, hindering airport operations at the Palmer airport and jeopardizing timely medical evacuation flights.

The Palmer airport is a vital lifeline for Mat-Su residents, providing essential access to medical facilities and emergency services that save lives. Keeping runways and taxiways clear of snow is not just a matter of convenience but a necessity for the health and safety of not just Palmer but the surrounding community.

This funding, along with funding from the city of Palmer and commercial leaseholders at the airport, will pay for an Airport Equipment Operator to do the necessary work to operate snow removal equipment, ensuring the airport remains open and operational during snow events and ensuring that medical evacuations and other critical flights are not delayed, potentially saving lives, and providing peace of mind to the residents of the Mat-Su Borough.

RECOMMENDATION OF ADMINISTRATION: Authorize the issuance of a grant to the City of Palmer.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: June 18, 2024

SUBJECT: AUTHORIZATION OF A GRANT IN THE AMOUNT OF \$50,000 TO THE CITY OF PALMER FOR PALMER MUNICIPAL AIRPORT OPERATIONS

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$50,000	FUNDING SOURCE Admin FY24 Operating Budget
FROM ACCOUNT # 100.100.110 429.900	PROJECT
TO ACCOUNT :	PROJECT #
VERIFIED BY: X L i e s e l W e i l a n d S i g n e d b y : L i e s e l W e i l a n d 6 / 4 / 2 0 2 4	

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Personnel Services						
Travel						
Contractual	50.0					
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING	50.0					

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund	50.0					
State/Federal Funds						
Other						
TOTAL	50.0					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:	
APPROVED BY:	 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 6 / 4 / 2 0 2 4

Signed by: Cheyenne Heindel

MEMORANDUM OF AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

City of Palmer

This agreement is made and entered into by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and **CITY OF PALMER** (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein.

WHEREAS, the Borough has the authority to enter into this agreement with the Grantee to carry out the purposes contained herein; and

WHEREAS, the Grantee represents and warrants it has the legal capacity to enter into this agreement and carry out the purposes contained herein; and

WHEREAS, the Grantee is willing to comply with the terms and conditions of this agreement; and

WHEREAS, the Grantee represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability, and age; and

WHEREAS, all funds expended by the Grantee will be for materials, equipment, or services used in the completion of the project; and

WHEREAS, with the adoption of Action Memorandum 24-075 on June 18, 2024, the Borough Assembly has allocated the total sum of **\$50,000.00** to carry out the purposes, terms and conditions set forth herein and described in Section 3.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "funds" means **\$50,000.00** which is the total sum made available to the Grantee by the Borough for the purposes stated in Section 4.

B. The term "project completion" means completion of all contract duties by the Grantee under this agreement and acceptance by the Borough.

C. The term "Grantee" means City of Palmer.

Section 2. Period of Performance. This contract shall become effective on the date of execution. The project must be completed in its entirety on or before **December 31, 2025**.

Section 3. Scope of Work. The Grantee shall use the funding for Palmer Municipal Airport operations.

Section 4. Payment terms.

A. Upon execution of this agreement, the Borough shall pay to the Grantee the funds of the grant.

Section 5. Award of Contracts by Grantee.

A. Any contract that the Grantee enters into involving the expenditure of funds shall be in accordance with this contract and shall incorporate the terms of this contract by reference.

B. Any contract for public construction shall meet the requirements of Alaska Statutes Sections 36.05.010—36.95.010. These requirements include but are not limited to requirements for advertising specifications for the contract, minimum wages to be paid to certain employees, withholding of payments as is necessary to pay those employees and necessary bonds. "Public construction" means the on-site field surveying, erection, rehabilitation, alteration, extension, or repair, including painting or redecorating buildings, highways, or other improvements to real property of the Borough or State under this contract.

C. The Grantee shall not award a public construction contract involving the expenditure of funds unless a reasonable effort is made to obtain the price through a competitive process. No formal competitive bid procedure is required. The Grantee shall keep records of the contractors contacted and proposals received.

D. The Grantee shall not permit the involvement of a person with a financial or other private interest in the contractor or contract to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior to the contract award. "Conflict of Interest" is defined as in MSB 2.52.460, as applicable. The Borough shall not be liable for reimbursement to the Grantee for any contract awarded by the Grantee in violation of this subsection.

E. This section is intended solely to ensure that public funds are expended responsibly and in the best interest of the public as a whole. It creates no rights or remedies in persons except for the Borough.

Section 6. Operations and Maintenance. Except as otherwise provided in this agreement, the Grantee shall at all times, at its own expense, operate and maintain the project

facilities for use by the general public.

Section 7. Records Accounting and Audits.

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of funds and in generating and retaining control documents necessary to allow subsequent audits.

B. The Grantee shall allow, on request, an audit by the Borough of its expenditures of monies made available to the Grantee under this agreement and of transactions related to those expenditures.

Section 8. Indemnification.

A. The Grantee shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents, and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Grantee shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Grantee's or Grantee's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Grantee shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 9. Contract not Affected by Oral Agreement. Oral statement of any person shall not modify or otherwise affect the scope of work, or other terms and conditions as herein stated. All modifications to the agreement must be made in writing by the Grantee to the Borough and, in any case, are subject to the approval of the Borough.

Section 10. Defaults.

A. The Borough shall not be responsible, and the Grantee shall hold the Borough

harmless should the Grantee or any of its subcontractors fail to complete the provisions of this agreement. Upon evidence of breach of this agreement, including but not limited to the failure to complete the project, the Borough may give a notice of default to the Grantee terminating the entire or any part of this agreement 30 days from the date the notice is mailed.

B. Upon termination of the agreement in whole or in part, any unexpended funds may be used by the Borough to settle any claim(s) and/or to complete the project; in doing so, the Borough may procure services similar to those terminated and the Grantee shall be liable to the Borough for any excess costs for such services; provided that the Grantee shall continue performance of this agreement to the extent not terminated by this section.

C. The Grantee will be liable to the Borough for any claim(s) or outstanding liabilities of the Grantee or of the Borough as a result of the acts or omissions of the Grantee in default of the agreement and shall be liable for the return of funds not expended in accordance with the terms of the agreement.

D. If the Grantee does not spend the provided funds in accordance with this agreement or does not meet the requirements listed in this agreement, the Grantee will be liable for the return of all funds and shall not be eligible to receive future funding.

Section 11. Additional Work. No claim for additional funds not specifically herein furnished to the Grantee shall be paid for by the Borough, provided, however, that the Grantee may at its own expense provide such other work as it may deem appropriate and consistent with the purposes and terms of this agreement.

Section 12. Other Grants. In the event funds are used for the purpose of providing "matching" funds required in connection with any other project, facility or service of the Grantee supported by other Federal, State, or local monies, those funds shall be spent in compliance with contracts or agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 13. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the Palmer Superior Court for the Third Judicial District of the State of Alaska. The Law of the State of Alaska shall govern the rights and obligations of the parties under this agreement.

Section 14. Non-Waiver. The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity

of this agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 15. Permits, Laws and Taxes. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. All actions taken by the Grantee under this agreement shall comply with all applicable Borough, State and Federal statutes, ordinance, rules, and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

Section 16. Non-Discrimination. The Grantee shall not, in the course of performing its duties under this agreement discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

Section 17. Relationship of the Parties. The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this agreement and monitor the Grantee's performance within this agreement but shall not supervise or otherwise direct the Grantee except as provided herein.

Section 18. Integration. This agreement and any exhibits and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

Section 19. Notices. Any notice required pertaining to the subject matter of the agreement shall be emailed, personally delivered, or mailed by prepaid first-class mail to the following address:

Borough: Matanuska-Susitna Borough
Attn: Grants Coordinator, Finance
350 E Dahlia Avenue
Palmer, AK 99645

Grantee: City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Section 20. Severability. Any provision of this agreement decreed invalid by a court of competent jurisdiction or otherwise by law shall not invalidate the remaining provisions of this agreement.

BOROUGH USE ONLY		
Fund Verified:		
	100.100.110 429.900	<u>\$50,000.00</u>
	TOTAL	\$50,000.00
	_____	_____
	Signature	Date

MATANUSKA-SUSITNA BOROUGH

CITY OF PALMER

Date: __/__/__

Date: __/__/__

Michael Brown, Borough Manager

John Moosey, City Manager