


SUBJECT: Authorizing The Borough Manager To Enter Into A Grant Agreement For FY23 With Valley Community For Recycling Solutions (VCRS) In The Amount Of \$150,000.

AGENDA OF: June 21, 2022

ASSEMBLY ACTION:

Approved Under The Consent Agenda
6-21-22 

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Solid Waste Division Manager	Jeff Smith	Digitally signed by Jeff Smith Date: 2022.06.03 11:39:44 -08'00'
	Public Works Director	Terry Dolan	Digitally signed by Terry Dolan Date: 2022.06.03 11:53:50 -08'00'
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT (S): Fiscal Note: Yes X No
FY23 Grant Agreement (12pp)

SUMMARY STATEMENT: The approved fiscal year 2023 budget included \$150,000 in the Solid Waste Division Enterprise Fund, 510.150.417 429.900, for recycling. The funds are to assist VCRS in their efforts to educate and provide ongoing and expanding opportunities for the Matanuska-Susitna Borough community to divert resources from their waste stream.

The attached agreement between the Matanuska-Susitna Borough and VCRS will be presented to the Borough Manager for signature before June 30, 2022, and will be in effect from July 1, 2022 to June 30, 2023.

RECOMMENDATION OF ADMINISTRATION: Authorize the Borough Manager to enter into a grant agreement for FY23 with Valley Community For Recycling Solutions (VCRS) in the amount of \$150,000.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: June 21, 2022

SUBJECT: Authorizing The Borough Manager To Enter Into A Grant Agreement For FY23 With Valley Community For Recycling Solutions (VCRS) In The Amount Of \$150,000.

ORIGINATOR: Jeff Smith

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED <u>150,000</u>	FUNDING SOURCE <u>Solid Waste Enterprise Fund</u>
FROM ACCOUNT # <u>510.150.417 429.900</u>	PROJECT
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Minau</u>	CERTIFIED BY:
DATE: <u>6/6/22</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL			<u>150.0</u>			
REVENUE						

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other			<u>150.0</u>			
TOTAL			<u>150.0</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: Chapman DATE: 6/8/2022
 APPROVED BY: _____ DATE: _____

FY23 GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

VALLEY COMMUNITY FOR RECYCLING SOLUTIONS

This agreement is made and entered into this ____ day of _____, 2022 by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **VALLEY COMMUNITY FOR RECYCLING SOLUTIONS** (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 open membership which encourages the participation of persons from all segments of the community; 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 grant funds expended by the Grantee will be for materials, equipment, or services as outlined in Exhibits "A" and "B"; and

WHEREAS, the Borough has allocated the total sum of **\$150,000** as grant funds to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibits "A" and "B";

and

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "grant funds" means the total sum of \$150,000 made available to the Grantee by the Borough for the purposes stated in Exhibits "A" and "B".

B. The term "quarterly report" means a complete itemized description of the uses of the funds including, but not limited to, equipment and materials purchased or partially purchased with grant funds, labor paid or partially paid with grant funds, improvements paid with or partially paid with grant funds and any other use of the grant funds.

C. The term "Grantee" means the Valley Community for Recycling Solutions.

D. The term "Grantor" means the Matanuska-Susitna Borough.

Section 2. Contract Documents.

A. The documents that make up this agreement between the Borough and the Grantee consist of the following:

1. This contract, titled Grant Agreement,
2. Scope of Work, labeled Exhibit "A", and
3. Budget, labeled Exhibit "B".

The above documents are a part of and incorporated in this agreement.

B. If any document which is part of this agreement conflicts or is inconsistent with any other, the terms of the main grant agreement shall prevail, followed by the terms of Exhibit "A", and Exhibit "B" in that order.

Section 3. Period of Performance. This contract shall become effective on the date of execution and shall expire on June 30, 2023.

Section 4. Scope of Work. The Grantee shall perform the work as set forth in Exhibit "A" and the scope of work and budget

in Exhibit "B", which exhibits are incorporated herein by reference and made a part thereof.

Section 5. Payment: Schedule and Progress Report.

A. Subject to the provisions of this agreement the Borough shall pay to the Grantee actual expenses incurred as described in Exhibit "A". Unless otherwise agreed to in writing by the parties in advance, only those categories of expenses set out in Exhibit "B" may be reimbursed. Payments to the Grantee shall not exceed the grant funds that are available. Payments will be made not more frequently than quarterly based on invoices submitted to the Borough not later than the 10th day of any month. The Borough may approve more frequent payments if it determines request for such payment is appropriate.

B. The Grantee shall submit a Quarterly Progress report including statistics relevant to business transactions to include poundage or tonnage or collected categories of recyclables as well as those sold, a detailed description of itemized costs incurred, and a schedule of activities to be performed during the next quarter. Additionally, a monthly roll up of tonnages collected and tonnages sold will be provided to the Solid Waste Division Manager for inclusion in the Manager's monthly activity report (the roll up does not require break out by category).

C. This grant is subject to and shall not exceed funds lawfully appropriated for its purpose.

Section 6. Award of Contracts by Grantee.

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

B. 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.

C. 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 7. Payment Conditions. Upon receipt of the statement of actual costs incurred by the Grantee to the Borough in accordance with the terms of this agreement, the Grantee shall submit such documentation as required to the Borough.

Section 8. Operations and Maintenance. Except as otherwise provided in this agreement, the Grantee shall at all times, operate and maintain the project facilities for use by the general public in accordance with the purposes of this project.

Section 9. Audits, Financial Reports and Records.

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of grant 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 10. Indemnification. The Grantee shall indemnify, hold harmless, and defend the Borough, its officers and employees, from and against any suit, action, claim, or liability arising out of any act, failure to act, error, or omission of the Grantee under this agreement, except for the sole negligence or willful misconduct of the Borough. "Grantee" and "Borough" as used

within this section include the employees, agents, servants, or independent contractors or other contractors who are directly responsible, respectively, to each other.

Section 11. Agreement Changes. Modifications to the agreement must be incorporated by written amendments and executed by both parties. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough determine what adjustments may be made and execute the changes in writing.

Section 12. 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 13. Termination and Default.

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.

B. Termination.

1. The Borough may terminate this agreement at any time for any reason or for no reason by giving thirty (30) days written notice to the Grantee of such termination, and specifying the effective date of such termination.

2. The Borough may terminate this agreement if the Grantee fails to fulfill any obligation under this agreement by giving written notice to the Grantee and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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.

Section 14. 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 15. 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 16. 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, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

Section 17. 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, marital status or physical disability and age.

Section 18. 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 19. 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 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.

Section 21. Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Grantee: Valley Community for Recycling Solutions
9465 E Chanlyut Circle
PO Box 876464
Wasilla, AK 99687
Attn: Tam Boeve
Fax: 907-745-5569

If to Borough: Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645
Attn: Solid Waste Division
Fax: 907-861-7609

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

Fund Verified: 510.150.417 429.900

Signature

Date

MATANUSKA-SUSITNA BOROUGH

VALLEY COMMUNITY FOR
RECYCLING SOLUTIONS

Date: ____/____/____

Date: ____/____/____

Mike Brown
Borough Manager

Tam Boeve
VCRS Director

Attachments: Exhibit "A" - Scope of Work
Exhibit "B" - Project Budget
Sample Invoice

Exhibit A: Scope of Work

Valley Community for Recycling Solutions (VCRS)
Recycling Management Agreement FY23
July 1, 2022 - June 30, 2023

Project Purpose:

The Valley Community for Recycling Solutions (VCRS) will educate and provide ongoing and expanding opportunities for the Mat-Su Borough community to recover resources from the MSB waste stream thereby extending the life of the MSB Central Landfill and providing feedstock and opportunities for local jobs and economic development.

Project Description:

Maintain and expand recycling opportunities. Increase awareness of existing recycling programs.

- Maintain 6 days per week recycling drop off opportunities for residents
- Maintain 6 days per week recycling drop off opportunities for businesses and agencies
- Provide and coordinate infrastructure, volunteers, and oversight for recovering recyclables at the Alaska State Fair in Palmer, AK
- Provide and coordinate volunteers and logistics for recovering recyclables at the Mat-Su Home Show
- Collaborate with MSB cities and communities to include recycling in their clean-up efforts
- Work with recycling pick up businesses to improve and expand customer base
- Work with waste haulers to offer recycling opportunities, especially cardboard, to their residential and business customers and commercial drop off at the recycling center 7 days per week
- Work with the Mat-Su School District to continue to include recycling in their waste management plan and to expand it to be districtwide
- Provide quarterly progress report along with invoice

Education Information and Outreach on the benefits of reducing waste by recycling.

- Develop educational materials on the benefits of recycling and the nuts and bolts of how to incorporate recycling into daily waste management practices
- Provide outreach to residents, business owners and institution administrators (including schools) in the MSB

on what is recoverable from their unique waste streams and the impact of resource recovery on the borough wide waste management

- Provide educational flyers to residents, business owners and institution administrators (including schools) on the proper procedures for sorting and delivering materials to the Community Recycling Center. Get inserts in utility bills, property tax bills, and other mail outs about recycling opportunities
- Provide education and outreach booth at the Alaska State Fair in Palmer, AK
- Provide education and outreach at the Mat-Su Home Show
- Schedule & host field trips of the recycling center for schools and interested groups
- Work with statewide recycling organization to expand opportunities to recycle through collective collaboration
- Partner with MSB, UAA, Mat-Su College, Mat-Su School District, Mat-Su Zero Waste Coalition and Alaska Job Corps on education and research and development opportunities to recover resources and reduce the waste stream

Increase the volume of material collected. Increase revenue received from materials.

- Collaborate with MSB cities and communities to include recycling in their waste management plans
- Work with large waste generators, commercial businesses to help them reduce their waste through recycling
 - Look at their waste streams to identify large volume items and then look for recycling markets for those items
- Develop dependable supply of quality feedstock of recovered resources for local economic development
- Cultivate partnerships/relationships with major transporters
- Collaborate/partner with the MSB Public Works Department on programs to reduce waste/increase recycling
- Research potential for diversion opportunities in our community

Exhibit B: Budget

Valley Community for Recycling Solutions (VCRS)
Recycling Management Agreement FY23
July 1, 2022 - June 30, 2023

Maintain, Expand and Increase Awareness of Recycling Opportunities

..... \$25,000.00

Costs of Goods Sold
Fundraising
Food for Volunteers
Community Recycling Center

Education and Outreach..... \$25,000.00

Education

Increase the Volume of and Revenue from Materials Collected

..... \$25,000.00

Unrestricted Donations
Services
Fundraising Events
Sales
Sale of Recovered Materials
Other Sales
Interest Income & Other Income

Personnel, Admin and Other Expenses..... \$75,000.00

Administrative Support
Personnel Expenses
Other Expense

MSB Contribution FY23..... \$150,000.00

INVOICE #1 (1st Quarter: July 1, 2022 - September 30, 2022)

VALLEY COMMUNITY FOR RECYCLING SOLUTIONS

9465 E Chanlyut Circle
Palmer, AK 99645
907-745-5544

SAMPLE INVOICE

BILL TO
Matanuska-Susitna Borough
Solid Waste Division
350 E Dahlia Avenue
Palmer, AK 99645
907-861-7600

FOR
Recycling Management
Agreement for FY23
1st Quarter: Jul 1 - Sep 30, 2022
2nd Quarter: Oct 1 - Dec 31, 2022
3rd Quarter: Jan 1 - Mar 31, 2023
4th Quarter: Apr 1 - Jun 30, 2023

Details

AMOUNT BILLED

1	Maintain, expand, and increase awareness of recycling opportunities (Item numbers 50, 68, 72 & 74 on attached report)	\$6,250.00
2	Education and Outreach (Item number 71 on attached report)	\$6,250.00
3	Increase the volume of and revenue from material collected (Item numbers 40 through 49 on attached report)	\$6,250.00
4	Personnel, Admin and Other Expenses (Item numbers 60, 66 and "Other Expense" category on attached report)	\$18,750.00

TOTAL INVOICE AMOUNT	\$37,500.00
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ATTACHMENTS: Itemized Quickbooks Report from 4/1/2022 to 6/30/2022

Income	Apr-22	May-22	Jun-22	TOTAL
3. Total Income (Items #40-49)				\$0.00

Expenses	Apr-22	May-22	Jun-22	TOTAL
1. Item #50: Cost of Goods Sold				\$0.00
4. Item #60: Administrative Support				\$0.00
4. Item #66: Personnel Expenses				\$0.00
1. Item #68: Fundraising Events				\$0.00
2. Item #71: Education				\$0.00
1. Item # 72: Food for Volunteers				\$0.00
1. Item #74: Community Recycling Center				\$0.00
4. Other Expense				\$0.00
Total Monthly Expense	\$0.00	\$0.00	\$0.00	\$0.00

AM 22-077