


SUBJECT: INFORMING THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY OF A GRANT AGREEMENT BETWEEN THE MATANUSKA-SUSITNA BOROUGH AND THE MATSU TRAILS AND PARKS FOUNDATION IN THE AMOUNT OF \$34,847.84 FOR IMPROVEMENTS AT FISH CREEK (JAY NOLFI) PARK IN BIG LAKE.



AGENDA OF: April 7, 2020

ASSEMBLY ACTION:

presented to the Assembly
4-7-20 

MANAGER RECOMMENDATION: For information only.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator	HL	
	Community Development Director	ep	
	Finance Director	CX	
	Borough Attorney	NS	
	Borough Clerk	 3/7/20	

ATTACHMENT(S) : Grant Application (21 pp)
Grant Agreement

SUMMARY STATEMENT: The Recreation Division of the Community Development Department submitted a grant request to the MatSu Trails and Parks Foundation to make improvement to Fish Creek Park (Jay Nolfi) in Big Lake. The family of the late Jay Nolfi have donated \$10,000.00 towards the park improvements and the Borough has the remaining match amount budgeted in a project account.

Once the grant agreement is signed by the Borough Manager, 80% of the grant funds will be released from the Mat Su Trails and Parks Foundation. Recreation Division Staff will then prepare legislation for the Assembly to accept and appropriate the funds to the project at that time.



Trails and Parks Grant Application

Page 1

Office Use Only File #: MSTPF -

Date Submitted (yyyy/mm/dd): 2019/09/19

Project Title: Fish Creek Park/Jay Nolfi Park Dock Replacement

Organization Name: Matanuska Susitna Borough

Contact Name: Street Hugh Leslie

Title: Recreation Supervisor

Address: 350 East Dahlia Street

City: Palmer State: AK Zip: 99645 Phone: (907) 861-7868

E-mail: Hugh.Leslie@matsugov.us

Organization's Legal Officer: John Moosey Title: Borough Manager

Organization's Address: 350 East Dahlia Street

City: Palmer State: AK Zip: 99645 Phone: (907) 861-8682

E-mail: John.Moosey@matsugov.us

*** Project Summary ***

MSTPF Funds Requested: \$ 34,847.84

Cash Match: \$ 34,847.84

Total Project Costs: \$ 74,585.68

In-Kind Match: \$ 4,890.00

(Do not enter these numbers, they will be carried forward from budget page)

Application is for (check all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Trail improvement | <input type="checkbox"/> New trail | <input type="checkbox"/> Survey easements |
| <input type="checkbox"/> Trailhead development | <input type="checkbox"/> Trail amenities | <input type="checkbox"/> Trail equipment |
| <input type="checkbox"/> Connectors | <input type="checkbox"/> Historic (e.g. Iditarod) | <input type="checkbox"/> Planning Grant |
| <input checked="" type="checkbox"/> New park/playground | <input type="checkbox"/> Playground Equipment / Improvements | |

What is the goal of this project?(Be brief, to be used as a description in popup window on map.)

To replace an existing structure that has become obsolete and to improve access.

Briefly describe this project:

This is a two part project including the replacement of an existing facility and the construction of an ADA compliant pathway. The fish viewing platform/dock has been a long standing amenity in Big Lake at the Fish Creek/Jay Nolfi Park. Recent vandalism destroyed the railing system and the existing platform was removed due to years of abuse and age. Borough staff removed the entire platform, leaving just the pilings. A new platform and railing are going to replace the damaged materials next spring. The new decking and railing will be metal and much more vandal/weather resistant. This replacement will cut down on maintenance costs and replace a very well used amenity in the park. We also wish to construct an ADA compliant pathway from the parking area to the viewing platform so that people of all abilities can enjoy the facility. Lastly, we will be replacing the exterior fencing and doing some shore stabilization through plantings.

Print / Sign Name

JM 20-063

[Table of Contents / Check List- click on Part number to go to that section.](#)

Name your application file with your project name (Name.pdf) and any separate attachments as Name_1.pdf for attachments for Part 1, Name_2.pdf for Part 2, etc.

Be sure to fill out each part of this application and attach all the needed documentation as listed for each part.

To handle attachments either:

1. Include it as part of application .pdf with an indicator before each attachments for each Part (page with "Part x" on it, bookmark, or other identification)
2. Separate file named Name_1.pdf, etc.

If combined .pdf or .zip file is very large, then consider submitting the attachments as a separate .zip file.

You do not need to attach permits at the time of application, but you must submit them before grant is awarded.

☐ [Part 1: Eligibility Requirements](#)

☐ Permits, authorizations

☐ [Part 2: General Project Information](#)

☐ Map or GPS track file, if needed for location information

☐ [Part 3: Permitting Documents](#)

☐ Landowner authorizations

☐ Permits

☐ [Part 4: Detailed Project Description](#)

☐ Detailed budget (their own spreadsheet)

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Part 1: Eligibility Requirements

Applicants must meet program eligibility requirements before being considered for funding. Applications that do not meet the eligibility requirements will be rejected.

1. If yes, identify the type of organization:

- ☐ Non-profit _____ Type (for example, 501(c)3)
- ☐ Alaska Native Non-Profit Organization
- ☐ Federally Recognized Tribe
- ☒ Government Entity or Community Council
- ☐ Religious Organization
- ☐ Service organization

Tax/EIN identification number for 501(c)3: _____

2. Is proposed project part of an existing trails or parks plan? ☐ Yes ☒ No

Plan name: _____

Internet link to plan: _____

Page number: _____

3. Describe your organization's past project and grant performance. List the trails-related grants that you have received for other projects in the past. Include project title, grant project number, grant amount, grant awarding entity, award year, and partners (like contractors). Please select your most relevant projects. If you need to please add additional pages separately.

Project Name/Title	Grant #	Award Amount	Year	Partners
Recreation Trail Program		\$ 42,000.00	2015	

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Part 2: General Project Information**Project location (at least one of following):**

To locate project on our map of funded projects, if awarded grant:

<http://www.arcgis.com/apps/View/index.html?appid=7f4d3c1726964b1d8b2612c7e0ae5967>

Latitude: _____

(e.g.: 62.147105)

Longitude: _____

(e.g.: -150.049423)

OR Location on map (attach map)

☒ Yes

Note: Your trail may have multiple uses that you are actively managing for. Select only those that the trail is intended for.

Note: Select all prohibited uses.

Note: A trail will only have one designed use. The design use is based on the most demanding use intended for the trail.

Managed Use:**Prohibited Use:****Designed Use:**
(Select Only One)

<input checked="" type="checkbox"/> Hiking/ walking	<input type="checkbox"/> Hiking/ walking	<input type="checkbox"/> Hiking/ walking
<input checked="" type="checkbox"/> Dog walking	<input type="checkbox"/> Dog walking	<input type="checkbox"/> Dog walking
<input type="checkbox"/> Running	<input type="checkbox"/> Running	<input type="checkbox"/> Running
<input type="checkbox"/> Bicycling	<input type="checkbox"/> Bicycling	<input type="checkbox"/> Bicycling
<input type="checkbox"/> Mtn bicycling	<input type="checkbox"/> Mtn bicycling	<input type="checkbox"/> Mtn bicycling
<input type="checkbox"/> Equestrian	<input checked="" type="checkbox"/> Equestrian	<input type="checkbox"/> Equestrian
<input type="checkbox"/> Dirt bike	<input checked="" type="checkbox"/> Dirt bike	<input type="checkbox"/> Dirt bike
<input type="checkbox"/> ATV / Side-by-side	<input checked="" type="checkbox"/> ATV / Side-by-side	<input type="checkbox"/> ATV / Side-by-side
<input type="checkbox"/> 4WD vehicle, OHV	<input checked="" type="checkbox"/> 4WD vehicle, OHV	<input type="checkbox"/> 4WD vehicle, OHV
<input type="checkbox"/> ADA accessible	<input type="checkbox"/> ADA accessible	<input type="checkbox"/> ADA accessible
<input checked="" type="checkbox"/> Other land/park*	<input type="checkbox"/> Other land/park*	<input type="checkbox"/> Other land/park*
fish viewing		
<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Cross-country skiing
<input type="checkbox"/> Snowshoeing	<input type="checkbox"/> Snowshoeing	<input type="checkbox"/> Snowshoeing
<input type="checkbox"/> Dog mushing	<input type="checkbox"/> Dog mushing	<input type="checkbox"/> Dog mushing
<input type="checkbox"/> Snow machining	<input checked="" type="checkbox"/> Snow machining	<input type="checkbox"/> Snow machining
<input checked="" type="checkbox"/> Other snow ice fishing	<input type="checkbox"/> Other snow	<input type="checkbox"/> Other snow

* **Note:** If this is a park or playground check "Other Land/Park"

Trail Type - What is the predominant trail surface and general mode of travel: (Check only one):

☒ Standard Terra (A trail that has a surface consisting primarily of the ground.)

☐ Snow / Winter Trail (A trail that is predominately snow/ice.)

☐ Water (A trail that consists primarily of waterways.)

Trail Class: Enter code 1-5: 4

1 Primitive/Undeveloped

3 Developed/Improved

5 Fully developed

2 Simple/Minor development

4 Highly developed

Trail Width (approx): _____

Miles of trail included in this project: _____

Miles of inter-connecting trails benefiting from this project: _____

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Part 3: Permitting Documentation

1. Please describe any required legal easements for the project if on private land. Please provide any public land project approval documentation. The ADL# for trail project must be included in this project:

The project area is entirely owned by the Matanuska Susitna Borough.

2. Please attach landowner authorization for at least five years for winter trails projects.

☐ Yes ☒ Not needed

3. Please list all permits and authorizations that will be required for this project – both for legal access to property and environmental considerations. You will be expected to provide documents before grant is awarded.

None.

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Part 4: Detailed Project Description

1. Please provide a detailed narrative description of the project and plans for maintaining the project long term here. (must fit in box – about 500 words)

The Matanuska Susitna Borough Recreation and Library Services Division maintains the Fish Creek/Jay Nolfi Park as part of its park operations. We have staff service the park four days a week in the summer and two days a week in the winter. This number may fluctuate with usage and demand. The amenities are inspected for damage and if damage is noted, staff will schedule repairs. The Borough has been maintaining the park for over twenty years and will continue to devote funds to this operation as provided by the Matanuska Susitna Borough Assembly.

2. Describe how the project enhances connectivity within the Mat-Su area trails systems or otherwise fits MSTPF's goals:

The park is located adjacent to the bike path that runs through the community of Big Lake. The fish viewing platform is a recreation amenity that is used by people of all ages. It is currently not ADA accessible due to the lack of a barrier free pathway to the platform.

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3. Please provide both a summary and detailed budget (attach) for the project. The detailed budget must identify how category totals were calculated. For instance: 20 4"x4"x8' trail signposts @ \$15 each = \$300.

Match: Match may include cash match or in-kind. In-kind can include donated goods, services, and in-kind volunteer match. **Volunteer hourly rate maximum is \$27.80/hour.**

Item	MSTPF Grant Funds	In-Kind Match	Cash Match	Total Cost	Explanation
Contractors (include copies of bids or quotes)	\$ 29,347.84	\$ 0.00	\$ 29,347.84	\$ 58,695.68	fencing and the dock
Organization Staff	\$ 0.00	\$ 4,390.00	\$ 0.00	\$ 4,390.00	
Supplies & Materials (Separate from contractors)	\$ 5,500.00	\$ 0.00	\$ 5,500.00	\$ 11,000.00	tree seedlings and Geo Grid
Equipment	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00	
Easement Survey	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Organization Travel	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Other	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Totals:	\$ 34,847.84	\$ 4,890.00	\$ 34,847.84	\$ 74,585.68	

NOTE: Total row will be carried forward to Page 1

You must fill in this page even if you submit a more detailed budget attachment.

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4. Please provide a narrative description of project's funding and sponsor match.

The Borough has the ability to match the requested funds for the project. Further, the Borough will provide approximately \$4,500.00 in in-kind/staff time by utilizing the Borough Trail Crew to construct the pathway. We are asking for \$34,847.84 in matching funds from the Trails and Parks Foundation.

5. Can you consider a phased approach with less funding? Please describe.

A phased approach may work as there are two parts to this project; the dock/viewing platform and the pathway to reach it. One of the concerns has been lack of accessibility to the dock/viewing platform and the new accessible pathway would address that problem. If we are afforded the opportunity to complete the project, installing both concurrently would be of the most benefit. Other aspects include the shore protection and fencing, which could be completed as time and funds allow. There is an existing fence which is in poor condition due to improper snow plowing and vandalism. The stream bank does suffer from erosion due to foot traffic and use.

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6. Describe why this project is important and needed. How does it provide for recreational opportunity or solve a recreational challenge? (must fit in box – about 500 words)

The Fish Creek/Jay Nolfi Park is a vital recreation facility in the community of Big Lake. It is the only playground available, outside of school property. It has a band shell, restrooms, pavilion and the above mentioned fish viewing platform/dock.

It is the site of many community functions and private gatherings, including concerts, family reunions, birthday parties and fishing area for rainbow trout.

While the most consistent draw is, of course, the playground, the opportunity to observe spawning salmon as they migrate upstream is a great late summer/fall activity. The loss of the dock as had a significant impact on the use of the park. The dock allowed an elevated view of the migrating fish and discouraged people from damaging the creek bank.

The ADA accessible pathway will be constructed with Geo Grid and will allow for persons of all abilities to safely access the band shell area (there will be a pad built), as well as the fish viewing platform. The accessibility component has been lacking since the park was constructed.

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7. Provide a project completion timeline including: overall project start date and completion date, major project tasks with start and completion dates. Please note that the grant agreement will require regular project progress reports. Also, projects are expected to be completed within 18 months of award.

If the Borough is awarded the grant, the materials would be ordered to assure they arrive in time for spring construction. A formal request for quotes would be solicited in late winter of 2020 to meet a late spring construction schedule. The platform/dock would go in first and the pathway would follow in mid summer, once the Borough's seasonal trail crew is hired. A contractor for the fence would also be selected through direct quotes. Borough staff or the Upper Susitna Watershed Council may be able to help with the stream bank protection and fortification. The project would be completed by July 1, 2020.

8. Please explain how you will promote this new or improved trail or park to the general public?

Once the work is completed, the Borough will do a press release on its web page and Facebook page. A ribbon cutting would be scheduled identifying and inviting the funding partners, staff, elected officials and community involvement. The Borough's website would be updated, showing the improvements.

9. Reporting Requirements – Applicants will complete progress and final reports on a schedule appropriate to the project. Final grant report must include digital picture(s), GPS track for trails, and other details specified in report form that is provided by MTSPF. Part of this should be suitable for website. (See report form for details.)

The final documentation for trails should include a digital track (preferably .gpx or .shp) file suitable for adding to a trails map. Newer consumer-grade GPS units provide adequate accuracy for this purpose (but not for easements). The intention is that we can track progress on connectivity throughout the Mat-Su Area.

Thank you for your interest in enhancing trails in the Mat-Su Area.

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Fish Creek Viewing Platform
Engineers Estimate

7/9/2019

Piling are existing good condition	\$0.00			
Substructure treated beams	\$2,500	Home Depot pricing		
Aluminum decking	\$15,427.07	Nexan quote		
Galvanized steel hand railing	\$3,369	Local Fence Emporium		
Labor (Five person crew)	\$13,000	5 days, 8 hr/day		
Equipment	\$2,000			
Mobe (Crew and materials)	\$3,000			
Overhead and profit	\$2,700.00			
Subtotal	\$41,996			
10% unknowns TOTAL	\$46,195.68			

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ITEMIZED ESTIMATE

BILL TO:

MSB
ROBERT WALDEN
PALMER, ALASKA

SHIP TO:

FALL RAIL

QTY.	PART #	ITEM	AMOUNT
6	NONE	42" X 12' FALL RAIL 1 5/8" SS20 W/ 5 GA. 4 X 4 WIRE MESH FILL, ROUND PLATE BOLT DOWN @ 275.00 =	1650.00
5	NONE	42" X 10' FALL RAIL SAME CONST. @ 225.00 =	1125.00
2	NONE	42" X 11' FALL RAIL SAME CONST. @ 242.00 =	484.00
1	NONE	42" X 4' FALL RAIL SAME CONST. @ 110.00 =	110.00

		MATERIALS TOTAL:	\$ 3369.00

FENCE EMPORIUM

06/05/2019

In 20-063

Nexan BUILDING PRODUCTS

INNOVATIVE OUTDOOR LIVING

1213 26th Street SW, Cullman, AL 35055
T. 256-739-6172 F. 256-739-6173

QUOTE

Number AAAQ138989

Date Jun 12, 2019

Sold To

Matanuska-susitina
Bob Walden

Phone (907) 861-7726

Mobile

Email robert.walden@matsugov.us

Ship To

Matanuska-susitina

Bob Walden

Port Of Seattle

2711 Alaskan Way

seattle, Wa 98121

Phone (206) 787-3000

Mobile

Email robert.walden@matsugov.us

Salesperson

Jeff Bourn

Quote Expires

9/12/2019

Ship Via

ABF - Commerical

Project

Line	Qty	Units	Description	Unit Price	Ext. Price
1	130	ea	16' Nextdeck Board - Saddle Brown	\$63.84	\$8,299.20
2	36	ea	12' Nextdeck Board - Saddle Brown	\$47.88	\$1,723.68
3	13	ea	14' Edge Trim - 1.5" x 1.5" - Saddle Brown	\$16.00	\$208.00
4	52	ea	Nextdeck Clip & Screws - Wood (25 Bag)	\$9.25	\$481.00
5	200	ea	Trim Screws S.S. #10 x 1"	\$0.12	\$24.00
6	2	bag	(10) Decking SS Start Clips w/ (20) #10 Screws	\$18.00	\$36.00
7	1	ea	Nextdeck Installation Kit	\$14.00	\$14.00
8	1	ea	Touchup Paint Pen/Bottle TEX - Color	\$9.75	\$9.75
9			SubTotal		\$10,795.63
10			10.0% Discount		-\$1,079.56

Add shipping SEA to ANC \$3,000

6/12/19 *Bob Walden*

MSB Civil Engineer

New TOTAL \$15,427.07

Shipping Notes: Only from Alabama to SEA

Purchase Options - US Funds Only

Certified funds or cleared checks are required before shipment

Weight

2,849

☐ 1/2 Down, Balance when Shipped ☐ Pay in Full

☐ Credit Card ☐ Certified Check - Money Order - Wire Transfer

***** Acceptance of Quote *****

I accept this quote as submitted. Payment will be made as outlined above.

Print Name:

Sign Name:

SubTotal	\$9,716.07
Tax	\$0.00
Shipping	\$2,711.00
Total	\$12,427.07
Deposit Required	\$6,213.54

US Funds. Customer pickups are subject to 9% sales tax.

Date:

It is the customer's responsibility to ensure that the products meet local building standards and codes. The seller asserts that the product meets industry standards, however, the customer's local standards and codes may be more or less stringent. Custom designed products manufactured are not eligible for refunds or exchanges. Stock products returned will be subject to a 10% restocking fee and all freight charges. Prices quoted are subject to change without notice due to market conditions beyond the control of Nexan Building Products, Inc.,. Said conditions include but are not limited to the cost of fuel, material and shipping. Taxes, fees and duties outside of Cullman County, Alabama are the responsibility of the purchaser. Seller reserves the right to correct all clerical errors in any quotation, order acknowledgment or invoice. It's the customers responsibility to ensure all quantities and items quoted are correct.

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MATANUSKA-SUSITNA BOROUGH
350 EAST DAHLIA AVENUE, PALMER, ALASKA 9645-6488 PHONE: 745-9601

Job Cost Estimate

Fish Creek Park ADA Paths and Pad 2019

Cost of Geo Grid for path and pad \$10,500

2 days of work with mini-Excavator \$500

4 days of Trail Crew labor \$4,390

Total project cost \$15,390

Prepared by Alan McClain
7/16/2019

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Fencing Estimate

4' chain link @ \$36.50 per LF. This included posts and a few sawcuts for controlled access to the park.

300' LF 4' chainlink @ \$36.50 = \$10,950.00, + 1 gate @ \$2,000
Total = \$12,950.00

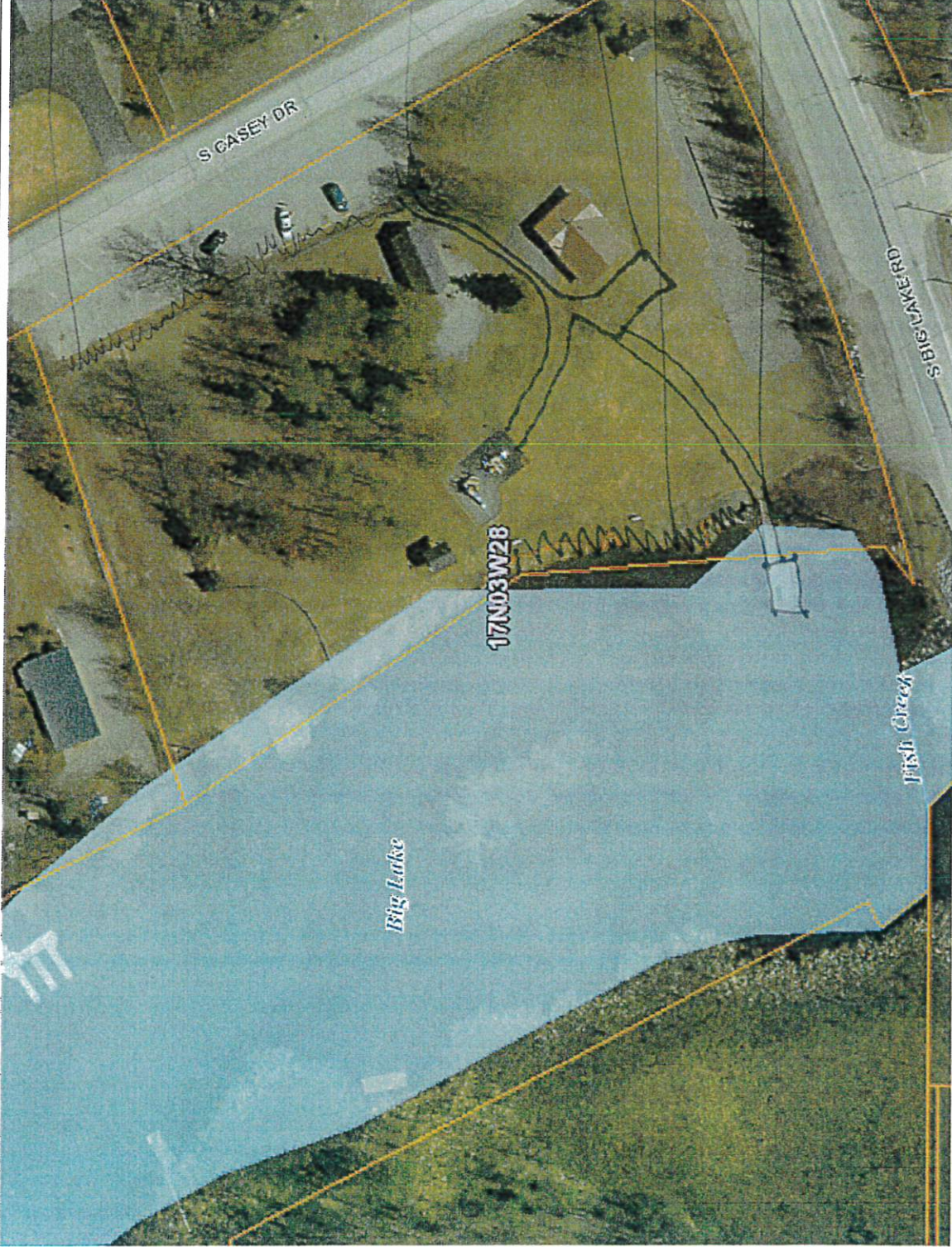
Planting Estimate

Willow seedlings to plant along banks of Fish Creek \$500.00

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Matanuska-Susitna Borough



Legend

- + Alaska Railroad
- Roads
 - Highway
 - Major
 - Medium
 - Minor
 - Primitive
 - Private
- Mat-Su Borough Boundary
- Incorporated Cities
- Parcels
- Lakes and Rivers
- Flood Zone
- FIX SIGN

1:953

Notes

This map was automatically generated using Geocortex Essentials.

Miles

0.0 0.02 0.03

NAD_1983_StatePlane_Alaska_4_FIPS_5004_Feet
© Matanuska-Susitna Borough

Reported on 05/23/2018 09:10 AM

THIS MAP IS NOT TO BE USED FOR NAVIGATION

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Board of Directors

Kathryn Swartz
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Chris Jones
Vice Chair

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Treasurer/Secretary

Deidre Berberich

Bob Charles

Steve Charles

Paul Clark

Dot Helm

George Hoden

Brian

Winnestaffer

Staff

Wes Hoskins
Executive Director

Contact Us

PO Box 652
Palmer, AK 99645

(907) 746-8757

www.matsutrails.org

March 10, 2020

Hugh Leslie
Matanuska-Susitna Borough
350 East Dahlia St
Palmer, AK 99645

Re: Fish Creek Park/Jay Nolfi Dock Replacement Grant #2020-102

Dear Hugh:

The Mat-Su Trails and Parks Foundation (MSTPF) is pleased to inform you that we have approved a grant for your organization in the amount of \$34,847.84.

Our Foundation extends best wishes for your success on this project, and we look forward to seeing you out on the trail.

Sincerely,

A handwritten signature in blue ink, appearing to be "Wes Hoskins".

Wes Hoskins
Executive Director
Mat-Su Trails & Parks Foundation

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GRANT AWARD AGREEMENT

MSTPF Grant# 2020-102

THIS GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 10th day of March by and between the Mat-Su Trails and Parks Foundation ("Foundation") and the Matanuska-Susitna Borough ("Grantee").

WHEREAS, Grantee has submitted a proposal to Foundation (the "Proposal") to fund the project described therein (the "Project"); and,

WHEREAS, the Foundation agrees to make a grant to Grantee for \$34,847.84 to fund **Fish Creek Park/Jay Nolfi Park Dock Replacement**, subject to the terms and conditions set forth herein (the "Grant"),

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Proposal, which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant Funds from that described in the Proposal requires the advance express written approval of Foundation.
2. Project Period. The Project has been approved for a period of 18 months beginning on 3/10/2020 and ending on 9/10/2021 (the "Project Period"). Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to the Foundation Executive Director no later than 60 days prior to Project Period end date. If Foundation approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.
3. Expenditures. All expenditures of Grant Funds by Grantee must be spent within the Project Period and must be consistent with the Project budget as set forth in the Proposal (the "Project Budget") and as approved by Foundation. Any deviation from the Project Budget, such as under- or over-spending Grant Funds requires prior written approval of Foundation and may require an amendment to this Agreement, at the discretion of the Foundation. Deviations from the Project Budget are not authorized retroactively.
4. Interim and Final Report. Grantee agrees to deliver to the Foundation Executive Director an Interim Report, Final Report and two detailed Expenditure Reports for Project on this schedule:

Interim Report + Expenditure Report due January 11, 2021

Final Report + Expenditure Report due October 12, 2021

Interim Report shall include a narrative account of accomplishments resulting from the expenditure of Grant Funds and a description of progress made towards achieving the Project's objectives. Expenditure Reports will

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compare actual expenses to the approved Project Budget on a line item basis, with explanation of variances. Should grantee complete the project earlier than scheduled, reports are due at time the project is completed.

5. Disbursement Schedule. Foundation will disburse 80% of Grant Funds upon approving Grant Proposal and receiving a signed copy of this Grant Award Agreement. The final 20% of Grant Funds will be disbursed upon Foundation receiving a Final Report along with Expenditure Report. The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.
6. Records. Although the Grant Funds need not be segregated, funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project.
7. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other records and materials connected with the activities funded by this Grant. All financial and other records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in section 12 of this Agreement.
8. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status it represented to Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise approved by Foundation. Grantee shall remain in good standing with the State of Alaska and Mat-Su Borough.
9. Title to Property Acquired with Grant Funds. Title to all tangible property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property") shall be vested in Grantee. However, Foundation shall have a purchase money security interest in the Grant Funded Property until the Final Report has been accepted by Foundation. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.
10. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of Foundation, and shall be promptly returned to Foundation at the conclusion of the Project Period. If at any time during a Grant Funded Property's useful life a Grantee fails to use the Grant Funded Property for the purposes set forth in the Proposal, Grantee shall repay to Foundation an amount equal to the value for the entire useful life of the property minus that portion of the useful life of the Grant Funded Property during which it was used for the purpose of the Grant, utilizing the straight-line method of depreciation. If Grantee fails to make timely repayment of the appropriate portion of the item, Foundation may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant Funds or Grant Funds which were not applied in accordance with the terms of this Agreement.
11. Publicity. All publicity associated with the Project must clearly identify the Mat-Su Trails and Parks Foundation as a funding source in whole or in part. Please consider adding a MSTPF logo at an appropriate location on the project or on the piece of equipment.

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12. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant Funds if: (a) Foundation is not satisfied with the quality of the Grantee's work or the progress toward achieving the objectives of the Project; (b) Foundation determines that the Grantee is incapable of satisfactorily completing the Project; (c) Grantee fails to meet the conditions set forth in this Agreement and the Proposal; (d) Grantee's federal income tax status changes; or (e) Grantee dissolves.

The Foundation may have based its decision to fund this Project on the qualifications of specific individuals named by Grantee as responsible for carrying out Project work outlined therein. In the event these named individuals are no longer involved in completing the work for any reason, Foundation reserves the sole right to terminate the Project if it believes replacement staff proposed by Grantee cannot complete the Project in a timely fashion or in an acceptable manner.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant Funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant Funds which were not expended on or prior to effective date of termination and all Grant Funds which were expended prior to date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination, and (c) repay to Foundation an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property's useful life during which it was used for the purpose of the Grant. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant Funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

13. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of 3rd parties that such a relationship exists.
14. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, offices, members, employees, or other funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. The maximum liability incurred by the Grantee in this hold harmless provision is limited to the amount of the funds provided by Foundation unless additional funds are specifically appropriated by the Borough Assembly for the purpose.
15. Authority and Validity. Each individual executing this Agreement on behalf of the Grantee warrants that s/he has full power and authority to execute this Agreement on behalf of the organization. Further, Grantee warrants that the board of directors of Grantee has taken all action required by law, Grantee's

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Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.


16. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
17. Lobbying. By accepting this Grant, Grantee agrees that these funds will be used exclusively for exempt purposes described in Section 501c3 and will not be used to carry on propaganda, or otherwise attempt to influence legislation (except as permitted under Section 501), or to participate in any political campaign on behalf of any candidate for office.
18. Entire Agreement. This Grant Award Agreement constitutes the entire Agreement between parties regarding the Project and supersedes all previous related understandings or written or oral agreements between the parties.
19. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
20. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Alaska. Any lawsuit, action or proceeding resulting from or related to this Agreement shall be commenced in a court of competent jurisdiction located in Alaska.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written:

Mat-Su Borough

By: _____ Date _____

Mat-Su Trails and Parks Foundation

By:  _____ Date 3/10/2020
Wes Hoskins, Executive Director