

SUBJECT: ACCEPTING AND APPROPRIATING \$315,780.00 IN FISCAL YEAR 2023 COMMUNITY ASSISTANCE PROGRAM FUNDING AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE COMMUNITY ASSISTANCE PROGRAM AND AUTHORIZING THE MANAGER TO ENTER INTO AGREEMENTS WITH TWENTY UNINCORPORATED COMMUNITIES WITHIN THE MATANUSKA-SUSITNA BOROUGH.

AGENDA OF: September 6, 2022

ASSEMBLY ACTION:

Adopted without objection 9-27-22
(Signature)

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:

(Signature)

Route To:	Department/Individual	Initials	Remarks
	Originator - P. Graham	(Signature)	
	Finance Director	(Signature)	
	Borough Attorney	(Signature)	
	Borough Clerk	(Signature)	8/30/22 (Signature)

ATTACHMENT (S): Fiscal Note: YES X NO _____
Informational Memorandum No. 22-124 (3 pp)
Resolution Serial No. 22-056 (2 pp)
Memorandum of Agreement (8 pp)
Ordinance Serial No. 22-095 (2 pp)
Resolution Serial No. 22-076 (2 pp)

SUMMARY STATEMENT:

The Community Assistance Program began in 2008 as the Community Revenue Sharing Program. The program has been funding each year since then and continued in fiscal year 2022.

This program provides funding to qualified communities for the public benefit of the unincorporated community. Each qualified community will receive a pass-through grant in the amount of \$15,789 under the fiscal year 2022 program. To qualify, communities must have at least 25 residents and pay for three of the following services: fire protection, emergency medical, water and sewer,

solid waste management, public road or ice road maintenance, public health, and search and rescue.

On May 17, 2022 the Assembly was presented and adopted Resolution Serial No. 22-056 and its accompanying Informational Memorandum No. 22-124 (attached), detailing the allowable uses for the Community Assistance funding and approving twenty qualified community councils for participation in the program.

The community councils or their specific non-profit organizations must be registered as an incorporated nonprofit entity in good standing with the state of Alaska, and be willing to enter into a Memorandum of Agreement with the borough.

This legislation will accept and appropriate the funding and approve the scope of work and budget. Once approved staff will proceed with passing the funds to the community councils or their specified non-profit organizations.

RECOMMENDATION OF ADMINISTRATION: Adopt the legislation as presented

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: September 6, 2022

SUBJECT: ACCEPTING AND APPROPRIATING \$315,780.00 IN FISCAL YEAR 2023 COMMUNITY ASSISTANCE PROGRAM FUNDING AND APPROVING THE SCOPE OF WORK AND BUDGET FOR THE COMMUNITY ASSISTANCE PROGRAM AND AUTHORIZING THE MANAGER TO ENTER INTO AGREEMENTS WITH TWENTY UNINCORPORATED COMMUNITIES WITHIN THE MATANUSKA-SUSITNA BOROUGH.

ORIGINATOR: Pamela Graham, Grants Coordinator

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$315,780	FUNDING SOURCE State Community Assistance Grant
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 475-000-000 3xx-xxx	PROJECT #
VERIFIED BY: [Signature]	CERTIFIED BY:
DATE: 8/17/22	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						
---------	--	--	--	--	--	--

REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds			315.8			
Other						
TOTAL			315.8			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

Chayenne Hemdel

8/17/2022

SUBJECT: APPROVAL OF UNINCORPORATED COMMUNITIES FOR PARTICIPATION IN THE FISCAL YEAR 2023 COMMUNITY ASSISTANCE PROGRAM AND INFORMING THE ASSEMBLY OF THE MANAGERS SIGNATURE ON AND SUBMITTAL OF THE REQUIRED GRANT APPLICATION.

AGENDA OF: May 17, 2022

Assembly Action:

Approved under the Consent
Agenda 5-17-22

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:

MB

Route To:	Department/Individual	Initials	Remarks
	Originator - P. Graham	<i>PG</i>	
	Finance Director	<i>CF</i>	
	Borough Attorney	<i>AS</i>	
	Borough Clerk	<i>BOA for JKM</i>	

ATTACHMENT (S) : Fiscal Note: YES _____ NO X
Resolution Serial No. 22-056 (2 pp)

SUMMARY STATEMENT:

The Community Assistance Program is a grant program administered by the Department of Commerce, Community, and Economic Development. The Borough has participated in the program since its inception as the Community Revenue Sharing program in fiscal year 2009. The program allows funds to be passed to the unincorporated community through a native village council or incorporated nonprofit entity that will agree to receive and spend the funding for the public benefit of the unincorporated community.

To qualify for the program the communities must have at least 25 residents and pay for three of the following services: fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue. Once the amount of funding is known, an ordinance will be presented to the Assembly to accept and appropriate the funds.

IM 22-181
OR 22-095
RS 22-076

The twenty unincorporated communities and their respective nonprofit entities that are eligible for funding under the Fiscal Year 2023 Community Assistance Program are:

<u>Unincorporated Community</u>	<u>Nonprofit Entity</u>
Big Lake	Big Lake Community Council
Butte	Butte Community Council
Chase	Chase Community Council
Chickaloon	Chickaloon Community Council
Fishhook	Fishhook Community Council
Gateway	Gateway Community Council
Glacier View	Glacier View Community Council
Knik-Fairview	Knik-Fairview Community Council
Lake Louise	Louise, Susitna Tyone Community Association
Meadow Lakes	Meadow Lakes Community Council
North Lakes	North Lakes Community Council
Petersville	Petersville Community Non-Profit Corporation
Point MacKenzie	Point MacKenzie Community Council
South Knik River	South Knik River Community Council
Susitna	Susitna Community Council
Sutton	Sutton Community Council
Talkeetna	Talkeetna Community Council
Tanaina	Tanaina Community Council
Trapper Creek	Trapper Creek Community Council
Willow	Willow Area Community Organization

Funding from this program has been used over the last 13 years by the unincorporated communities to fund a variety of community projects, such as:

- Providing funds for community food banks to purchase food and transportation of goods.
- Replace bridges on trails using pressure treated lumber.
- Trail maintenance including straightening out dangerous curves, trail grooming and signage.

- Providing funds to libraries for teen and preschool programs.
- Construction of pavilions in local parks.
- Construction of an open air amphitheater.
- Providing training and equipment for local fire stations.
- Repairs to boat ramps at the public launch area.
- Purchase of satellite phones for emergency response communications.
- Providing educational classes to the community youth and adults with programs that teach outdoor safety, senior safety and healthy living.
- Sports field maintenance including the maintenance of lawns, equipment and access trails and roads.
- Planning, preparation, and construction of community parks and community center buildings.
- Providing medial bags and supplies to local schools.
- Providing funding to weather-proof recycling containers and building a platform for accessibility to the containers.
- Provide operational funding for non-profits such as MY House, a nonprofit helping homeless youth in the Mat-Su.
- Providing funding for training and signage for Neighborhood watch programs.

The Community Assistance Program state grant application will be provided to the manager for signature and submitted to the State Department of Commerce, Community, and Economic Development prior to the June 1, 2022 deadline.

RECOMMENDATION OF ADMINISTRATION: Adopt the legislation as presented.

Adopted: 05/17/22

**MATANUSKA-SUSITNA BOROUGH
RESOLUTION SERIAL NO. 22-056**

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY APPROVING UNINCORPORATED COMMUNITIES FOR PARTICIPATION IN THE FISCAL YEAR 2023 COMMUNITY ASSISTANCE PROGRAM.

WHEREAS, the intent and rational of this resolution are found in the accompanying Informational Memorandum No. 22-124.

NOW, THEREFORE, BE IT RESOLVED, that the Matanuska-Susitna Borough Assembly hereby certifies that the following unincorporated communities and their respective incorporated nonprofit entity are eligible for funding under the Fiscal year 2023 Community Assistance Program:

<u>Unincorporated Community</u>	<u>Nonprofit Entity</u>
Big Lake	Big Lake Community Council
Butte	Butte Community Council
Chase	Chase Community Council
Chickaloon	Chickaloon Community Council
Fishhook	Fishhook Community Council
Gateway	Gateway Community Council
Glacier View	Glacier View Community Council
Knik-Fairview	Knik-Fairview Community Council
Lake Louise	Louise, Susitna Tyone Community Association
Meadow Lakes	Meadow Lakes Community Council

North Lakes	North Lakes Community Council
Point MacKenzie	Point MacKenzie Community Council
Petersville	Petersville Community Non-Profit Corporation
South Knik River	South Knik River Community Council
Susitna	Susitna Community Council
Sutton	Sutton Community Council
Talkeetna	Talkeetna Community Council
Tanaina	Tanaina Community Council
Trapper Creek	Trapper Creek Community Council
Willow	Willow Area Community Organization

ADOPTED by the Matanuska-Susitna Borough Assembly this 17 day of May, 2022.


EDNA DeVRIES, Borough Mayor

ATTEST:


LONNIE R. McKECHNIE, CMC, Borough Clerk
(SEAL)

PASSED UNANIMOUSLY: Hale, McKee, Yundt, Tew, Sumner, and
Bernier

MEMORANDUM OF AGREEMENT (MOA)

Between

MATANUSKA-SUSITNA BOROUGH

And

[INSERT COMMUNITY/NON PROFIT]

This agreement is made and entered into by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and **[INSERT COMMUNITY/NON PROFIT]** (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, the Borough has allocated the total sum of ~~\$XXXX~~ to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibit "A".

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "funds" means ~~\$XXXX~~ which is the total sum made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

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 [INSERT COMMUNITY/NON PROFIT].

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 Memorandum of Agreement,
2. Scope of Work, labeled Exhibit "A."

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 memorandum of agreement shall prevail, followed by the terms of Exhibit "A."

Section 3. 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, XXXX**.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and budget set forth in Exhibit "A," which exhibit is incorporated herein by reference and made a part thereof.

Section 5. Payment terms.

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

Section 6. 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 7. 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 8. 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.

IM 22-181
OR 22-695
RS 22-070

Section 9. 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 10. 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 11. 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 Section 8 of this agreement, the Grantee will be liable for the return of all funds and shall not be eligible to receive future funding.

Section 12. 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 13. 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 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, ordinance, 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, age, marital status or physical handicap.

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. 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: Finance - Accounting
350 E Dahlia Avenue
Palmer, AK 99645

Grantee: [INSERT COMMUNITY/NON PROFIT]
[INSERT ADDRESS]

Section 21. 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:			
475.000.000	449.500	47033-5000-XXXX	FY2023
			\$XXXX
		TOTAL	\$XXXX
Signature		Date	

MATANUSKA-SUSITNA BOROUGH

[INSERT COMMUNITY/NON PROFIT]

Date: ____/____/____

Date: ____/____/____

Michael Brown, Borough Manager

Authorized Representative

Printed Name and Title

IM 22-181
OR 22-095
RS 22-076

EXHIBIT "A" - SCOPE OF WORK

Project Purpose and Description:

The Lazy Mountain Community Council has designated funding for Lazy Mountain Trailhead Upgrades and administration fees to [INSERT COMMUNITY/NON PROFIT], A nonprofit organization serving the community.

	<u>PROJECT BUDGET</u>	
<u>TOTAL PROJECT BUDGET</u>		\$XXXX

The above scope of work and budget is subject to revisions by Borough and Grantee as mutually agreed upon by prior written amendment.

If Grantee has any questions whether expenditure is appropriate for reimbursement, ask before committing to the expense.

IM 22-181
OR 22-095
RE 22-076