

**SUBJECT:** AN ORDINANCE ACCEPTING AND APPROPRIATING \$50,000 FROM THE MAT-SU TRAILS AND PARKS FOUNDATION; AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET FOR THE SETTLERS BAY COASTAL PARK.

**AGENDA OF:** March 5, 2024

**ASSEMBLY ACTION:**

Adopted without objection. 03/19/24 - *emw*

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

Route To	Signatures
Originator	<div>2 / 2 1 / 2 0 2 4</div> <div>X C h r i s t i a n M u n a r</div> <div>S i g n e d b y : C h r i s t i a n M u n a r</div>
Department Division Manager	<div>2 / 2 1 / 2 0 2 4</div> <div>X J o e M e t z g e r</div> <div>S i g n e d b y : J o e M e t z g e r</div>
Department Director	<div>2 / 2 1 / 2 0 2 4</div> <div>X M i c h a e l B r o w n</div> <div>S i g n e d b y : M i c h a e l B r o w n</div>
Finance Director	<div>2 / 2 2 / 2 0 2 4</div> <div>X L i e s e l W e i l a n d f o r C H</div> <div>S i g n e d b y : L i e s e l W e i l a n d</div>
Borough Attorney	<div>2 / 2 2 / 2 0 2 4</div> <div>X N i c h o l a s S p i r o p o u l o s</div> <div>S i g n e d b y : N i c h o l a s S p i r o p o u l o s</div>
Borough Manager	<div>2 / 2 3 / 2 0 2 4</div> <div>X M i c h a e l B r o w n</div> <div>S i g n e d b y : M i c h a e l B r o w n</div>
Borough Clerk	<div>2 / 2 6 / 2 0 2 4</div> <div>X L o n n i e M c K e c h n i e</div> <div>S i g n e d b y : L o n n i e M c K e c h n i e</div>

**ATTACHMENT (S) :** Fiscal Note

MS Trails & Parks Foundation Grant Agreement (4 pp)  
 Project Map (1 pp)  
 Ordinance Serial No. 24-035 (2 pp)  
 Resolution Serial No. 24-029 (2 pp)

**SUMMARY STATEMENT:** The Borough's Land and Resource Management Division secured \$50,000 from the Mat-Su Trails and Parks Foundation for continued development of the Settler's Bay Coastal Park.

The grant funds will be allocated towards establishing essential park facilities within the 187-acre extension, including the development of infrastructure such as a parking area and other necessary amenities to enhance public access.

The Matanuska-Susitna Borough will provide a \$12,500 cash match. The match will come from Project #15040-4200-4203, Fund 440. In-kind match will also be provided by the Borough. The in-kind match includes materials and staff labor costs from the MSB Trail Crew and the Land and Resource Management staff.

**RECOMMENDATION OF ADMINISTRATION:** Approve the legislation as presented.

## MATANUSKA-SUSITNA BOROUGH

## FISCAL NOTE

Agenda Date: March 5, 2024

SUBJECT: AN ORDINANCE ACCEPTING AND APPROPRIATING \$50,000 FROM THE MAT-SU TRAILS AND PARKS FOUNDATION; AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET FOR THE SETTLERS BAY COASTAL PARK.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <b>YES</b> NO
AMOUNT REQUESTED \$75,000	FUNDING SOURCE Grant/Grant Match/In-Kind match
FROM ACCOUNT # 440.000.000 4xx.xxx/100.170.147 and 203.170.141 (Match and In-Kind match-\$12,500 each)	PROJECT # 15040
TO ACCOUNT: 440.000.000 3XX.XXX (\$50,000)	PROJECT # 15040
VERIFIED BY:  X M e r i s s a C a r r e l l  Signed by: M e r i s s a C a r r e l l	

## EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous	12.5					
TOTAL OPERATING	12.5					

CAPITAL	12.5					
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REVENUE						
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## FUNDING:

(Thousands of Dollars)

General Fund/LMD Operating in-kind	12.5					
State/Federal Funds						
Other	62.5					
TOTAL	75.0					

## POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:

2 / 2 2 / 2 0 2 4

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



## **GRANT AWARD AGREEMENT**

### **MSTPF Grant# 2024-102**

THIS GRANT AWARD AGREEMENT ("Agreement") is made and entered into this February 6th, 2024 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 \$50,000 to fund "Settlers Bay 2nd Parcel Development", 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 February 6th, 2024 and ending on August 6th, 2025 (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 November 6th, 2024**

**Final Report + Expenditure Report due September 5th, 2025**

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 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.
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 3<sup>rd</sup> 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. Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contractors, torts or other acts or omissions of the Grantee, its employees, directors, officers, or funded-activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
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 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.
21. COVID-19. The grantee must comply with all health mandates as directed by the State of Alaska.

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

*Matanuska-Susitna Borough*

By: \_\_\_\_\_  
*Michael Brown*, Mat-Su Borough Manager      Date

MAT-SU TRAILS AND PARKS FOUNDATION

By:  \_\_\_\_\_  
Taylor Raftery, Executive Director      February 6th, 2024  
Date



