

SUBJECT: INFORMING THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY OF GRANT AGREEMENTS WITH TALKEETNA, TRAPPER CREEK AND WILLOW ELEMENTARY SCHOOLS TO PROVIDE FUNDS TO ASSIST THEIR RESPECTIVE COMMUNITY ENRICHMENT PROGRAMS.

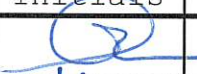






AGENDA OF: February 18, 2020

ASSEMBLY ACTION:

2.18.2020 Approved under consent agenda. LBJ

MANAGER RECOMMENDATION: For information only.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator		
	Division Manager		
	Department Director		
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT(S): Grant Agreements for Talkeetna, Trapper Creek and Willow Elementary Schools.

SUMMARY STATEMENT:

Attached are the grant agreements for Assembly information and review as directed by Borough administration and the Assembly. The purpose of the agreement is to assist the communities with the implementation of the Community Enrichment Programs by providing borough funds.

GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and the MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT (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 borough; 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 used in the completion of the project; and

WHEREAS, the Borough has allocated the total sum of \$1,800.00 as grant funds 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 "grant funds" means the total sum of \$1,800.00 made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

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

C. The term "project report" means a complete 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.

D. The term "Grantee" means the Matanuska-Susitna Borough School District.

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

F. The term "in-kind contribution" means any service and/or materials provided by the Grantee which are not reimbursable under this agreement but may be part of the total project which the Grantee agrees to provide, and includes, but is not limited to, Grantee's regular employees' pay and benefits, overheads, its other ordinary and usual expenses, all administrative staff costs and any expenses or services the Grantee agrees to cover under this agreement.

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 and Project Budget, 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 grant agreement shall prevail, followed by the terms of Exhibit "A" in that order.

Section 3. Period of Performance. This contract shall become effective July 1, 2019 and must be completed in its entirety on or before June 30, 2020.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and project budget set forth in Exhibit "A," which exhibit is 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 in completion of the project described in Exhibit "A". Unless otherwise agreed to in writing by the parties in advance, only those categories of expenses set out in Exhibit "A" may be reimbursed. Payments to the Grantee shall not exceed the grant funds that are available for this project. Payments will be made not more frequently than monthly based on invoices submitted to the Borough not later than the 10th day of any month. **All invoices expecting reimbursement from this grant must be received by the Borough no later than July 10, 2020.**

The Borough may approve more frequent payments if it determines request for such payment is appropriate. In-kind contributions are

not reimbursable under this agreement and invoices shall not include in-kind contributions by the Grantee.

B. The Grantee shall submit to the Borough a quarterly progress report that shall include a statistical report on activities, a detailed description of costs incurred, and a schedule of activities to be done during the next quarter. Quarterly progress reports are due by the 5th of the month following the end of the quarter. Quarterly reports are due on the 5th of October, the 5th of January, the 5th of April, and the 5th of July.

C. Future requests for payment may be withheld if reports are not received.

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

E. Any revenue generated through activities associated with this grant shall also be separately accounted for and maintained specifically for the grant purposes, including carrying such revenue over fiscal years.

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. 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 grant 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. Final Project Report. Not later than **30 days** after completion of all other contract duties by the Grantee, the Grantee shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any State, Federal or other agency that may request such reports. The final report shall include all actual costs incurred, the in-kind contributions provided and the value thereof, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 8. 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 in accordance with the purposes of this project.

Section 9. Inspection and Compliance. The project will periodically be inspected by the Borough for compliance with this agreement. An inspection will take place upon completion of the contract duties of the Grantee and before final acceptance. Should inspection reveal non-compliance with this agreement, the Grantee will be solely responsible for bringing the project into full compliance.

Section 10. 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 11. High Risk Programming. The Grantee shall confer with its Risk Manager prior to implementing programs funded by this grant. The Grantee's Risk Manager will review the proposed program, determine the level of risk involved and make a determination as to whether or not the risk is acceptable.

Section 12. Indemnification.

A. The Contractor 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 Contractor shall be responsible under this clause for any and all legal actions of 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 Contractor's or Contractor'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, Contractor 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 13. Notice of Delays. The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting major agreement requirements. The notice shall be in writing, and include pertinent details of the delay provided, however, that this data shall be informational only in character, and that this provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

Section 14. Agreement Changes. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough can in writing determine what adjustments

may be made and, in any case, such changes are subject to the approval of the Borough.

Section 15. 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 16. 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.

Section 17. 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 18. Other Grants. In the event grant 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 grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Notices. Any notice required pertaining to the subject matter of the agreement shall be personally delivered or mailed by prepaid first-class mail to the following address:

Borough Matanuska-Susitna Borough
Attn: Community Development
350 E Dahlia Avenue
Palmer, AK 99645

Grantee Matanuska-Susitna Borough School District
501 S Gulkana
Palmer, AK 99645

Section 26. 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.

MATANUSKA-SUSITNA BOROUGH

MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT

Date: ____/____/____

Date: 1/22/20

John Moosey
Borough Manager

K. Ellsworth

Signature

Printed Name: K. Ellsworth

Title: Director of Federal Programs

Attachments: Exhibit "A" - Scope of Work and Budget

Fund Verified: 100-170-146-429-900

Signature

Date

[illegible]

Notary Public for State of Alaska
My commission expires:

[illegible]

Maura Culver
Notary Public for State of Alaska
My commission expires: 02/15/2022

1m 20-030

EXHIBIT "A"

SCOPE OF WORK & BUDGET

Project Purpose:

Provide a community enrichment program that meets the diverse needs of the residents of Willow.

Project Description:

Provide a broad spectrum of affordable educational and recreational programs that will enhance the health and well being of the residents of Willow.

All programs and tentative budget shall be approved in advance by the borough. Unless prior approval is received, reimbursement for the program may be denied.

Any printed material, including advertising, concerning programs shall be approved by the borough **in advance** to ensure consistency between various community enrichment programs and to consolidate and reduce advertising and promotional expenses where possible.

PROJECT BUDGET

Instructor/Supervisor Salary	\$ 1,200.00
Supplies for Skin Sewing Class	\$ 600.00

TOTAL PROJECT BUDGET	\$ 1,800.00
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The above budget is subject to revisions by Grantor and Grantee as mutually agreed upon by prior written amendment.

GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and the MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT (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 borough; 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 used in the completion of the project; and

WHEREAS, the Borough has allocated the total sum of \$15,300.00 as grant funds 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 "grant funds" means the total sum of \$15,300.00 made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

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

C. The term "project report" means a complete 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.

D. The term "Grantee" means the Matanuska-Susitna Borough School District.

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

F. The term "in-kind contribution" means any service and/or materials provided by the Grantee which are not reimbursable under this agreement but may be part of the total project which the Grantee agrees to provide, and includes, but is not limited to, Grantee's regular employees' pay and benefits, overheads, its other ordinary and usual expenses, all administrative staff costs and any expenses or services the Grantee agrees to cover under this agreement.

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 and Project Budget, 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 grant agreement shall prevail, followed by the terms of Exhibit "A" in that order.

Section 3. Period of Performance. This contract shall become effective July 1, 2019 and must be completed in its entirety on or before June 30, 2020.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and project budget set forth in Exhibit "A," which exhibit is 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 in completion of the project described in Exhibit "A". Unless otherwise agreed to in writing by the parties in advance, only those categories of expenses set out in Exhibit "A" may be reimbursed. Payments to the Grantee shall not exceed the grant funds that are available for this project. Payments will be made not more frequently than monthly based on invoices submitted to the Borough not later than the 10th day of any month. **All invoices expecting reimbursement from this grant must be received by the Borough no later than July 10, 2020.**

The Borough may approve more frequent payments if it determines request for such payment is appropriate. In-kind contributions are

not reimbursable under this agreement and invoices shall not include in-kind contributions by the Grantee.

B. The Grantee shall submit to the Borough a quarterly progress report that shall include a statistical report on activities, a detailed description of costs incurred, and a schedule of activities to be done during the next quarter. Quarterly progress reports are due by the 5th of the month following the end of the quarter. Quarterly reports are due on the 5th of October, the 5th of January, the 5th of April, and the 5th of July.

C. Future requests for payment may be withheld if reports are not received.

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

E. Any revenue generated through activities associated with this grant shall also be separately accounted for and maintained specifically for the grant purposes, including carrying such revenue over fiscal years.

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. 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 grant 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. Final Project Report. Not later than **30 days** after completion of all other contract duties by the Grantee, the Grantee shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any State, Federal or other agency that may request such reports. The final report shall include all actual costs incurred, the in-kind contributions provided and the value thereof, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 8. 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 in accordance with the purposes of this project.

Section 9. Inspection and Compliance. The project will periodically be inspected by the Borough for compliance with this agreement. An inspection will take place upon completion of the contract duties of the Grantee and before final acceptance. Should inspection reveal non-compliance with this agreement, the Grantee will be solely responsible for bringing the project into full compliance.

Section 10. 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 11. High Risk Programming. The Grantee shall confer with its Risk Manager prior to implementing programs funded by this grant. The Grantee's Risk Manager will review the proposed program, determine the level of risk involved and make a determination as to whether or not the risk is acceptable.

Section 12. Indemnification.

A. The Contractor 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 Contractor shall be responsible under this clause for any and all legal actions of 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 Contractor's or Contractor'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, Contractor 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 13. Notice of Delays. The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting major agreement requirements. The notice shall be in writing, and include pertinent details of the delay provided, however, that this data shall be informational only in character, and that this provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

Section 14. Agreement Changes. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough can in writing determine what adjustments

may be made and, in any case, such changes are subject to the approval of the Borough.

Section 15. 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 16. 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.

Section 17. 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 18. Other Grants. In the event grant 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 grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Notices. Any notice required pertaining to the subject matter of the agreement shall be personally delivered or mailed by prepaid first-class mail to the following address:

Borough Matanuska-Susitna Borough
 Attn: Community Development
 350 E Dahlia Avenue
 Palmer, AK 99645

Grantee Matanuska-Susitna Borough School District
 501 S Gulkana
 Palmer, AK 99645

Section 26. 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.

MATANUSKA-SUSITNA BOROUGH

MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT

Date: ____/____/____

Date: 1 / 22 / 20

John Moosey
Borough Manager

K. Ellsworth

Signature

Printed Name: K. Ellsworth

Title: Director of Federal Programs

Attachments: Exhibit "A" - Scope of Work and Budget

Fund Verified: 100-170-146-429-900

Signature

Date

STATE OF ALASKA)
) ss.
Third Judicial District)

Notary Public for State of Alaska
My commission expires:

STATE OF ALASKA)
) ss.
Third Judicial District)

Official Seal
STATE OF ALASKA
Notary Public
Maureen Culver
Commission Expires: 02/15/2022

Maura Culve
Notary Public for State of Alaska
My commission expires: 02/15/2022

1M 20-030

EXHIBIT "A"

SCOPE OF WORK & BUDGET

Project Purpose:

Provide a community enrichment program that meets the diverse needs of the residents of Talkeetna.

Project Description:

Provide a broad spectrum of affordable educational and recreational programs that will enhance the health and well being of the residents of Talkeetna.

All programs and tentative budget shall be approved in advance by the borough. Unless prior approval is received, reimbursement for the program may be denied.

Any printed material, including advertising, concerning programs shall be approved by the borough **in advance** to ensure consistency between various community enrichment programs and to consolidate and reduce advertising and promotional expenses where possible.

PROJECT BUDGET

Community Schools Director for FY20	\$ 20,000.00
Supplies and movie license	\$ 1,300.00
Sub pay for 20 hours @ \$15.00/hr (if necessary)	\$ 300.00
TOTAL PROJECT BUDGET	\$ 21,600.00

The above budget is subject to revisions by Grantor and Grantee as mutually agreed upon by prior written amendment.

GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and the MATANUSKA-SUSITNA BOROUGH SCHOOL DISTRICT (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 borough; 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 used in the completion of the project; and

WHEREAS, the Borough has allocated the total sum of \$2,500.00 as grant funds 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 "grant funds" means the total sum of \$2,500.00 made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

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

C. The term "project report" means a complete 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.

D. The term "Grantee" means the Matanuska-Susitna Borough School District.

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

F. The term "in-kind contribution" means any service and/or materials provided by the Grantee which are not reimbursable under this agreement but may be part of the total project which the Grantee agrees to provide, and includes, but is not limited to, Grantee's regular employees' pay and benefits, overheads, its other ordinary and usual expenses, all administrative staff costs and any expenses or services the Grantee agrees to cover under this agreement.

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 and Project Budget, 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 grant agreement shall prevail, followed by the terms of Exhibit "A" in that order.

Section 3. Period of Performance. This contract shall become effective July 1, 2019 and must be completed in its entirety on or before June 30, 2020.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and project budget set forth in Exhibit "A," which exhibit is 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 in completion of the project described in Exhibit "A". Unless otherwise agreed to in writing by the parties in advance, only those categories of expenses set out in Exhibit "A" may be reimbursed. Payments to the Grantee shall not exceed the grant funds that are available for this project. Payments will be made not more frequently than monthly based on invoices submitted to the Borough not later than the 10th day of any month. All invoices expecting reimbursement from this grant must be received by the Borough no later than July 10, 2020. The Borough may approve more frequent payments if it determines request for such payment is appropriate. In-kind contributions are

not reimbursable under this agreement and invoices shall not include in-kind contributions by the Grantee.

B. The Grantee shall submit to the Borough a quarterly progress report that shall include a statistical report on activities, a detailed description of costs incurred, and a schedule of activities to be done during the next quarter. Quarterly progress reports are due by the 5th of the month following the end of the quarter. Quarterly reports are due on the 5th of October, the 5th of January, the 5th of April, and the 5th of July.

C. Future requests for payment may be withheld if reports are not received.

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

E. Any revenue generated through activities associated with this grant shall also be separately accounted for and maintained specifically for the grant purposes, including carrying such revenue over fiscal years.

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. 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 grant 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. Final Project Report. Not later than **30 days** after completion of all other contract duties by the Grantee, the Grantee shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any State, Federal or other agency that may request such reports. The final report shall include all actual costs incurred, the in-kind contributions provided and the value thereof, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 8. 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 in accordance with the purposes of this project.

Section 9. Inspection and Compliance. The project will periodically be inspected by the Borough for compliance with this agreement. An inspection will take place upon completion of the contract duties of the Grantee and before final acceptance. Should inspection reveal non-compliance with this agreement, the Grantee will be solely responsible for bringing the project into full compliance.

Section 10. 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 11. High Risk Programming. The Grantee shall confer with its Risk Manager prior to implementing programs funded by this grant. The Grantee's Risk Manager will review the proposed program, determine the level of risk involved and make a determination as to whether or not the risk is acceptable.

Section 12. Indemnification.

A. The Contractor 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 Contractor shall be responsible under this clause for any and all legal actions of 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 Contractor's or Contractor'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, Contractor 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 13. Notice of Delays. The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting major agreement requirements. The notice shall be in writing, and include pertinent details of the delay provided, however, that this data shall be informational only in character, and that this provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

Section 14. Agreement Changes. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough can in writing determine what adjustments

may be made and, in any case, such changes are subject to the approval of the Borough.

Section 15. 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 16. 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.

Section 17. 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 18. Other Grants. In the event grant 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 grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. Notices. Any notice required pertaining to the subject matter of the agreement shall be personally delivered or mailed by prepaid first-class mail to the following address:

Borough Matanuska-Susitna Borough
Attn: Community Development
350 E Dahlia Avenue
Palmer, AK 99645

Grantee Matanuska-Susitna Borough School District
501 S Gulkana
Palmer, AK 99645

Section 26. 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.

MATANUSKA-SUSITNA BOROUGH

MATANUSKA-SUSITNA BOROUGH
SCHOOL DISTRICT

Date: ____/____/____

Date: 1/22/20

John Moosey
Borough Manager

K. Ellsworth
Signature
Printed Name: K. Ellsworth
Title: Director of Federal Programs

Attachments: Exhibit "A" - Scope of Work and Budget

Fund Verified: 100-170-146-429-900

Signature

Date

STATE OF ALASKA)
) ss.
Third Judicial District)

Notary Public for State of Alaska
My commission expires:

STATE OF ALASKA)
) ss.
Third Judicial District)

Official Seal
STATE OF ALASKA
Notary Public
Maureen Culver
Commission Expires:02/15/2022

Mamee Culver
Notary Public for State of Alaska
My commission expires: 02/15/2022

1m 20-030

EXHIBIT "A"

SCOPE OF WORK & BUDGET

Project Purpose:

Provide a community enrichment program that meets the diverse needs of the residents of Trapper Creek.

Project Description:

Provide a broad spectrum of affordable educational and recreational programs that will enhance the health and well being of the residents of Trapper Creek.

All programs and tentative budget shall be approved in advance by the borough. Unless prior approval is received, reimbursement for the program may be denied.

Any printed material, including advertising, concerning programs shall be approved by the borough **in advance** to ensure consistency between various community enrichment programs and to consolidate and reduce advertising and promotional expenses where possible.

PROJECT BUDGET

Community Enrichment Coordinator and additional staff for FY19	\$ 3,700.00
Material and supplies	\$ 3,120.00
TOTAL PROJECT BUDGET	\$ 6,820.00

The above budget is subject to revisions by Grantor and Grantee as mutually agreed upon by prior written amendment.