

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$15,474 FEDERAL FUNDS FROM THE NATIONAL PARK SERVICE PASSED THROUGH ALASKA DEPARTMENT OF NATURAL RESOURCES FOR THE SETTLERS BAY COASTAL PARK CULTURAL RESOURCES SURVEY, PROJECT NO. 15040, FUND 440; REAPPROPRIATE \$9,508 FROM AREAWIDE FUNDS, PROJECT 99999 GRANT MATCH, FUND 480 TO FUND 440 TO SATISFY THE REQUIRED MATCH; AND APPROVING THE SCOPE OF WORK AND BUDGET.

AGENDA OF: February 4, 2020

ASSEMBLY ACTION:

2.18.2020 Adopted without objection. KBJ

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator	EK	
	Community Development Director	EP	
	Finance Director	CX	
	Borough Attorney	NS	
	Borough Clerk	JAM 1/27/2020	

ATTACHMENT(S): Fiscal Note: YES X NO _____
Ordinance Serial No. 20-017 (3 pp)
Resolution Serial No. 20-011 (2 pp)
State of Alaska Grant Agreement (8 pp)

SUMMARY STATEMENT: The Borough received notice of a grant award from the National Park Service passed through the Alaska State Department of Natural Resources in the amount of \$15,474 for a cultural resources survey in the Settlers Bay Coastal Park as part of the Alaska Historic Preservation Fund Program.

The grant funds will be used to pay a contractor to conduct a phase I cultural resources survey in an area slated for trail development.

The grant requires the Borough to provide a match of \$9,508. The FY19 capital budget identified funds for a community transportation block grant, however, this grant was never received and funds are now available to use to match other grants. The attached ordinance will (if approved) reappropriate this amount from fund 480, to fund 440 to meet our match requirement for the survey.

RECOMMENDATION OF ADMINISTRATION: Staff respectfully requests the assembly accept and appropriate \$15,474 federal funds from the National Park Service passed through Alaska Department of Natural Resources for the Settlers Bay Coastal Park cultural resources survey, Project No. 15040, fund 440; reappropriate \$9,508 from areawide funds, project 99999 grant match, fund 480 to fund 440 to satisfy the required match; and approve the scope of work and budget.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: February 4, 2020

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$15,474 FEDERAL FUNDS FROM THE NATIONAL PARK SERVICE PASSED THROUGH ALASKA DEPARTMENT OF NATURAL RESOURCES FOR THE SETTLERS BAY COASTAL PARK CULTURAL RESOURCES SURVEY, PROJECT NO. 15040, FUND 440; REAPPROPRIATE \$9,508 FROM AREAWIDE FUNDS, PROJECT 99999 GRANT MATCH, FUND 480 TO FUND 440 TO SATISFY THE REQUIRED MATCH; AND APPROVING THE SCOPE OF WORK AND BUDGET.

ORIGINATOR: Emerson Krueger

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT: <u>YES</u> NO
AMOUNT REQUESTED <u>\$ 24,982</u>	FUNDING SOURCE <u>Fed Grant, AOW Budget Approp</u>
FROM ACCOUNT # <u>480.000.000. 4xx.xxx (\$9508 match)</u>	PROJECT <u>99999</u>
TO ACCOUNT : <u>440.000.000. 3xx xxx</u>	PROJECT # <u>15040</u>
VERIFIED BY: <u>Barbara Krueger</u>	CERTIFIED BY:
DATE: <u>1/21/2020</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL	<u>24.9</u>					
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	<u>15.4</u>					
Other	<u>9.5</u>					
TOTAL	<u>24.9</u>					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

Chugemuckund

1/22/2020

IM No. 20-026
Ordinance Serial No. 20-017
Resolution Serial No. 20-011



State of Alaska Grant Agreement
Historic Preservation Fund Program



Settlers Bay Cultural Resources Survey, Phase 1

CFDA # 15.904

HPF # 19010

This grant agreement is between		State of Alaska, Department of Natural Resources Division of Parks and Outdoor Recreation 550 W. 7 th Avenue, Ste 1380 Anchorage, AK 99501		hereafter the State, and
Grantee Matanuska-Susitna Borough	Employer ID Number (EIN) 92-0030816		hereafter the Grantee	
Mailing Address 350 East Dahlia Avenue Palmer, AK 99645		DUNS 081482960		
Grantee Contact Name & Title Eileen Pickett		Telephone Number 907-861-8585	E-Mail Address epickett@matsugov.us	
ARTICLE 1. Appendices: Appendices and provisions referred to herein are considered part of this agreement.				
ARTICLE 2. Performance of Services: 2.1 Appendix A: Scope of Work. 2.2 Appendix B: Estimated Budget. 2.3 Appendix C: Special Conditions. 2.4 Appendix D: Payment Processes. 2.5 Appendix E: Standard Provisions. 2.6 Appendix F: OMB Circulars, Regulations and HPF Guidance.				
ARTICLE 3. Period of Performance: The period of performance for this grant agreement begins <u>upon full execution</u> and ends <u>September 30, 2020</u> . The period of performance may be extended, upon amendment with the State of Alaska and the National Park Service, the federal funding agency.				
ARTICLE 4. Consideration: In consideration of Grantee's performance under this matching grant program, the State shall apply to the National Park service for HPF assistance in a sum not to exceed <u>\$15,474</u> and shall reimburse Grantee, minus applicable State Indirect costs, in accordance with the Estimated Budget in Appendix B and provisions in Appendix D.				
GRANTEE				
Signature of Grantee's Authorized Representative			Date	
Type or Print Name and Title of Grantee Representative				
Signature: State of Alaska Certifying Officer			Date	
Judith E. Bittner, State Historic Preservation Officer, Office of History & Archaeology Dept of Natural Resources: Division of Parks & Outdoor Recreation 550 W. 7 th Avenue, Suite 1310 Anchorage, AK 99501				

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Appendix A: Scope of Work

Recipient will survey and evaluate archaeological sites within the Settlers Bay Coastal Park, on the West side of Knik Arm. Recipient shall visually inspect the Area of Potential Effect (APE) within proposed trail construction as well as in existing trail sections. Recipient will record, map and update in the Alaska Heritage Resource Survey (AHRS) any cultural resources discovered within the APE. All work must apply and conform to the *Secretary of the Interior's Standards for Archeological Documentation* (<http://www.nps.gov/history/hps/tps/standguide/index.htm>).

Grant Period of Performance Begins upon Execution _____ and Ends September 30, 2020.

Timeline

Project Deliverables

Jul, Oct, Jan, Apr, Jul	Submit to the Office of History and Archaeology (OHA) a quarterly narrative report of activities from the preceding three months, referencing benchmarks in this scope of work.
Jan – May 2020	Conduct research on area. Perform survey and inventory within APE. Identify, map and photograph archaeological features and collect data for inventory and AHRS documentation.
June – July 2020	Process the data collected. Write report for the local (MSB) and state (AHRS) cultural resources inventories. Submit draft report to local Historic Preservation Commission, Knik Tribal Council, and OHA for 30- day review and comment.
Aug – Sept 2020	Refine field data (GIS, GPS), analyzed information, and incorporate relevant comments into report. Submit to OHA with map of features, photographs, and final AHRS information.

Final Reports and Products: Submit the following items to OHA by October 31, 2020.

1. Written report describing project activities conducted with grant funds. Include details: who, what, where, when, why. Describe how the *Secretary's Standards* referenced above were applied. Include number of new sites documented, previously recorded sites updated, and number of acres surveyed.
2. Final billing/reimbursement request with financial documentation supporting claimed eligible costs.
3. One digital and one print copy of the Research report and updated AHRS information. photographs, site plan and map.
4. Minutes of MSB Historic Preservation Commission meetings showing its awareness of and participation in the project.

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Appendix B: Estimated Budget

Budget Categories	Amount
Personal Services	19,216
Travel & Per Diem	127
Materials & Supplies	221
C-14 Dating	1,500
Overhead	4,206
<i>Estimated Costs (Includes Potential Over-Match)</i>	25,270
Project Costs for Grant Calculation Purposes	23,770
40% Sponsor Share of Project Costs	9,508
60% Federal Share of Project Costs	14,262
8.5% State Indirect on Federal Share	<u>1,212</u>
Total Federal Award	15,474
Potential Reimbursement to Sponsor	14,262

Appendix C: Special Conditions

Contractor's Experience & Rates: Consultants/contractors shall have the requisite experience and training in historic preservation or relevant field to oversee the project work. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary, per project location. Current regional salary tables can be found on the Office of Personnel and Management site at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2019/AK.pdf>

Volunteers and Donations: If a person volunteers services outside his profession or trade, volunteer time shall be valued at the Federal minimum wage rate or a higher applicable rate for general laborers, if Grantee documents such, and the rate is approved by the State Historic Preservation Office. See rates compiled for Alaska by the *Independent Sector's Value of Volunteer Time by State*: https://www.independentsector.org/volunteer_time .

Donated labor, equipment or materials shall be adequately documented, if used for match project purposes. A form signed by the donor with dates, names, work performed or items donated, valuation of goods/services, and Grantee's signature, *or* a detailed listing from the Grantee is required.

Reports: Narrative and financial reports may be submitted as often as quarterly. Requests for reimbursement must be accompanied by a narrative for the corresponding period, and a *Summary of Documentation* form with relevant financial backup (e.g., copies of invoices, receipts, checks paid to vendors, payroll ledgers, or timesheets) as needed.

Reports are due within thirty (30) days following the quarter, and within thirty (30) days after project completion or end of project period, whichever occurs first. Submit reports to the State by fax, e-mail, United States Postal Service or another carrier to the Grants Administrator:

Fax: 907-269-8907
 E-mail: jean.ayers@alaska.gov
 State of Alaska: Dept of Natural Resources
 Division of Parks and Outdoor Recreation
 550 W. 7th Avenue, Suite 1380
 Anchorage, AK 99501

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Covenants: If applicable, a protective covenant shall be attached to the property deed and a copy supplied to the Alaska Office of History and Archaeology (OHA). The covenant will apply when there is a change in ownership; it will be enforceable by Alaska law, and will be monitored by OHA. The covenant is effective upon execution of the document, and shall be recorded prior to disbursement of HPF monies. A grant cannot be repaid to avoid the deed restriction.

NEPA Compliance: If grant-assisted activity involves development (construction) or archeology, grantee shall submit an *Environmental Screening Worksheet* to determine whether a Categorical Exclusion is allowed in accord with the National Environmental Policy Act (NEPA) of 1969.

Section 106 Compliance: If grant-assisted activity involves construction or ground disturbance, grantee must complete Section 106 consultation with the State Historic Preservation Office, prior to any such work, per the National Historic Preservation Act (54 U.S.C. 306108).

Unanticipated Discovery Protocols: Grantees or contractors shall immediately stop construction in the vicinity of the affected historic or cultural resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, grantee or contractor, and Tribes, as appropriate, have determined a suitable course of action within 15 calendar days.

Project Sign/Notification: Grantee shall create public notification of the project with a project sign or website posting, as appropriate. Photo documentation of the sign for development projects must be submitted to the State. Costs for fabricating and erecting signage is an eligible grant cost. The sign shall be of adequate design and construction to withstand weather exposure, be easily read from the public right-of-way, and be accessible to the public throughout the project term. At a minimum, all notifications shall contain the following: *[Project Name] is supported in part by the Historic Preservation Fund administered by the National Park Service, Department of Interior, and the State of Alaska Office of History & Archaeology.*

NHPA and Secretary's Standards: Grantee shall comply with provisions of the National Historic Preservation Fund Act (54 U.S.C. 300.101 et sq) and apply the appropriate Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation* for this grant-assisted project.

Appendix D: Payment Processes

Reimbursement: Payment shall be made to the Grantee on a cost reimbursement basis. Requests for reimbursement, complete with all necessary backup documentation, shall be processed by the State within 30 days of Grantee submittal. For matching assistance, Grantee must document all eligible project expenses and submit to the State.

Retainage: The State may withhold a sum representing up to ten percent (10%) of the total grant amount until acceptable completion of this grant project. Upon receipt and approval of narrative and financial reports, or other necessary documents, the State shall process final reimbursement to Grantee.

State Indirect Cost: The State of Alaska includes indirect cost charges as shown in Appendix B. The indirect cost rate may fluctuate during the Period of Performance, but will not exceed 16% for this grant-assisted project.

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Appendix E: Standard Provisions

Article 1. Definitions. In this grant agreement, attachments, and amendments, "OHA" means State of Alaska Office of History and Archaeology. "NPS" means National Park Service. "CFR" means Code of Federal Regulations. "HPF" means Historic Preservation Fund.

Article 2. Insurance. Grantee is responsible for maintaining necessary liability insurance to cover claims brought by third parties for death, injury, property damage, or other loss resulting from activities performed in connection with this grant agreement. The Grantee shall provide and maintain worker's compensation insurance as required by AS 23.30 for all employees engaged in work under this grant agreement. The Grantee shall require any contractor to provide and maintain worker's compensation insurance for its employees as required by AS 23.30.

Article 3. Indemnification. Grantee shall indemnify, save harmless and defend the State and NPS, its officers, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damage sustained by any person or persons or property as a result of any error, omission or negligent act of the Grantee relating to its performance of this grant.

Article 4. Non-Discrimination. Grantee shall comply with requirements of Executive Order 11246 as amended; Title VI of the Civil Rights Act of 1964, as amended; Title V, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; and all other Federal laws and regulations prohibiting discrimination on basis of race, color, national or ethnic origin, age, disabilities, religion, gender, or sexual orientation.

Article 5. Lobbying. In accepting these funds, Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature or United States Congress.

Article 6. Business Enterprise Development. Grantee is encouraged to utilize small businesses, minority-owned firms and women's business enterprises to the fullest extent practicable, per national policy pursuant to Executive Order 12432.

Article 7. No Assignment or Delegation. The Grantee may not assign or delegate this grant agreement, or any part of it, or any right to any of the money to be paid under it, except with prior written consent of the Certifying Officer.

Article 8. Officials Not to Benefit. No member of, or delegate to Congress or the Legislature, or officials or employees of the State or Federal government may share any part of this grant agreement or any benefit to arise from it.

Article 9. Partial Invalidity. If any provision of this Agreement be held invalid or unenforceable, the remainder of the Agreement remain valid and shall not be affected.

Article 10. Photographs and Data Rights. Grantee shall allow the State of Alaska and the National Park Service royalty-free authority to use and reproduce photographs, reports, and other data produced with this grant.

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Article 11. Records Retention and Access. Grantee shall retain financial and programmatic records, supporting documents and other grant records in accordance with 2 CFR Part 200.333-337.

Article 12. Audits. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with 31 USC 7501-7507 and 2 CFR Part 200, Subpart F. Grantee may be subject to 2AAC 45.01, single audit regulations for state grants. If applicable, Grantee must comply with all provisions thereof.

Article 13. Changes. Grantee shall obtain prior approval for budget and scope revisions, in accordance with 2 CFR §200.308. Changes requested by the Grantee in writing, if approved, will be formalized in an amendment. Amendments must be dated and signed by the State before the change is considered official and approved. Grantee will receive copies of any such amendments.

Budget Flexibility and Amendments. Notwithstanding the provisions of Article 13, "Changes," the Grantee may revise line item or subcategory amounts in the project budget in Attachment B without a formal amendment to this agreement when such revisions are **limited to a maximum of 10%** of the total direct costs. Revisions are limited to changes in existing budget line items or categories and must be documented in writing.

Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 14. Conflicts of Interest. In procurement of supplies, equipment, construction, and services by recipients and subrecipients, the conflict of interest provisions in 2 CFR § 200.318 apply. Non-federal entities must avoid prohibited conflicts of interest, including any significant financial interest that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a financial assistance agreement.

Article 15. Procurement. The Grantee shall procure supplies, materials, equipment, and services in a manner that is fair and reasonable, conforming to written procurement standards which reflect State and local laws, and applicable Federal law and standards in 2 CFR Chapter 1, § 200.317- 200.326.

Article 16. Termination. This agreement may be terminated in whole, or in part, consistent with termination provisions for Agreements found in 2 CFR 200.339 – 200.342.

Article 17. Prohibition on Texting and Driving. Recipient is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, government-owned or -rented vehicles or while driving privately-owned vehicles when on official government business or when performing any work for or on behalf of the government (Executive Order 13513).

Article 18. Seat Belt Provision. Recipient is encouraged to adopt and enforce on-the-job seat belt use policies for employees when operating company-owned, rented or personally owned vehicles.

Article 19. Trafficking in Persons. This award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR § 175.15).

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Article 20. Whistle Blower Rights. Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistle blower rights and protections under 41 USC 4712. Grantee shall insert the substance of this clause in all subawards or subcontracts over the simplified acquisitions threshold, 42 CFR § 52.203-17 as referenced in 42 CFR § 3.908-9.

Article 21. Current Prevailing Rates of Wage and Employment Preference. Certain grant projects are constrained by the provision of Alaska Statute 36: PUBLIC CONTRACTS. To the extent that such provisions apply to the project that is the subject of this grant agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010.

Article 22. Reporting Requirements. The Grantee shall submit progress reports to the State according to the schedule established in this grant agreement.

Article 23. Right to Withhold Funds. The State may withhold payments under this grant agreement for any violation of these provisions. Any grant funds not utilized for the specific purposes stated in the agreement shall be retained by or returned to the State.

Article 24. Site Control. If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and Grantee has legal access to such property.

Article 25. Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, the Grantee's facilities, records and activities under this grant agreement. The Grantee shall retain property receipts and other grant financial records for at least 3 years after project completion or equipment disposal.

Article 26. Confidentiality Agreements. Public Law 113-235 prohibits issuing financial assistance awards to entities that require certain internal confidentiality agreements. Grantees must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or restricting them from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative or agency authorized to receive such information.

Article 27. Conflicts of Interest. Non-Federal entities shall avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to this financial assistance agreement.

Article 28. Publicity and Press Releases. Press releases about this project shall acknowledge the grant assistance provided by the Historic Preservation Fund, NPS, and the State of Alaska, and copies provided to NPS. Notice of public ceremonies shall be transmitted in timely enough manner so that State of Alaska, Department of Interior, Congressional or other Federal officials can attend, if desired.

Article 29. GIS Spatial Data Transfer. One digital copy of all GIS data produced or collected as part of these grant funds will be submitted to the State via data transfer in shapefile (*.shp) or GeoDatabase format. Geographic Data Committee compliant metadata shall be included. Template GeoDatabases and guidelines for creating and submitting GIS data can be found at the NPS Cultural Resource GIS Facility webpage: https://www.nps.gov/crgis/crgis_standards.htm

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F. OMB Circulars, Regulations, and the Historic Preservation Fund Guidance

Office of Management and Budget (OMB) Circulars and Other Regulations. The following Federal regulations are incorporated by reference into this Agreement. (Full text is at <http://www.ecfr.gov>)

- a) **Administrative Requirements:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*, in its entirety
- b) **Determination of Allowable Costs:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E*
- c) **Audit Requirements:** 2 CFR, Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F*
- d) **Procurement Procedures:** 2 CFR, Part 200.317-200.326
- e) **Code of Federal Regulations/Regulatory Requirements:**
 - 2 CFR, Part 182 & 1401, *Government-wide Requirements for a Drug-Free Workplace*
 - 2 CFR, Part 180 & 1400, *Non-Procurement, Debarment and Suspension*
 - 2 CFR, Part 170: *Reporting Subawards and Executive Compensation*
 - 2 CFR, Part 175: *Trafficking Victims Protection Act of 2000*
 - 2 CFR, Part 25: *System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS)*
 - 43 CFR 18: *New Restrictions on Lobbying*
 - Federal Acquisition Regulation, Clause 52.203-12, Paragraphs (a) and (b): *Limitation on Payments to Influence Certain Federal Transactions*

National Historic Preservation Fund Act (54 U.S.C. 300.101 et sq)

HPF Grants Manual: Grantee shall comply with the policies set forth in the Manual. Provisions of said manual are incorporated into and made a part of this project agreement.

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