

**SUBJECT:** AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$5,500 IN GRANT FUNDS FROM THE MAT-SU TRAILS AND PARKS FOUNDATION ASSOCIATION, TO FUND 440, PROJECT NO. 15015, AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET FOR WEST BUTTE TRAIL PROJECT.

**AGENDA OF:** August 4, 2020

**ASSEMBLY ACTION:**

*Adopted without objection  
8-18-20*

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY** GEORGE HAYS, **ACTING BOROUGH**  
**MANAGER:** *[Signature]*

| Route To: | Department/Individual          | Initials           | Remarks    |
|-----------|--------------------------------|--------------------|------------|
|           | Originator                     | <i>VL</i>          |            |
|           | Community Development Director | <i>EP</i>          |            |
|           | Finance Director               | <i>CK</i>          |            |
|           | Borough Attorney               | <i>NS</i>          |            |
|           | Borough Clerk                  | <i>Sam 7/27/20</i> | <i>KBJ</i> |

**ATTACHMENT(S):** Fiscal Note: YES X NO \_\_\_\_\_  
Ordinance Serial No. 20-077 (3 pp)  
Resolution Serial No. 20-078 (3 pp)  
MSTPF Grant Agreement (4 pp)

**SUMMARY STATEMENT:** The Recreation Division of the Community Development Department was awarded a \$5,500 grant from the Mat-Su Trails and Parks Foundation to make improvements to the West Butte Trail.

The Borough Trail Crew plans to install split-rail fencing in critical areas to decrease the number of people cutting through between trail sections.

In addition, the Trail Crew will add railing posts to the side of the crib step section of the trail that currently does not have posts, and install three strands of rubber coated cable to the new

posts. Lastly, the current railing posts will have an additional strand of rubber coated cable added so that they will have three strands as well. When completed, the crib step section will have posts and three strands of cable on both sides of the trail. This will keep most people on the trail by decreasing their ability to leave the official trail and cut through on social trails, which will increase the life and safety of the trail.

The grant requires the Borough to provide a match of \$11,640.00, which will be provided using Recreation Services FY21 operating funds in the form of staff time and labor.

**RECOMMENDATION OF ADMINISTRATION:**

Accept and appropriate \$5,500 in grant funds from the Mat-Su Trails and Parks Foundation, to Fund 440, Project No. 15015; for the purpose of the West Butte Trail project; and approve the scope of work and budget for the West Butte Trail project.

# MATANUSKA-SUSITNA BOROUGH FISCAL NOTE

Agenda Date: August 4, 2020

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$5,500 IN GRANT FUNDS FROM THE MAT-SU TRAILS AND PARKS FOUNDATION ASSOCIATION, TO FUND 440, PROJECT NO. 15015, AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET FOR WEST BUTTE TRAIL PROJECT

ORIGINATOR: Hugh Leslie

|  |   |
|--|---|
| FISCAL ACTION (TO BE COMPLETED BY FINANCE) | FISCAL IMPACT <u>YES</u> NO               |
| AMOUNT REQUESTED <u>\$5,500</u>            | FUNDING SOURCE <u>Mat-Su Trails Grant</u> |
| FROM ACCOUNT #                             | PROJECT                                   |
| TO ACCOUNT: <u>440.000.000 3XX.XXX</u>     | PROJECT # <u>15015</u>                    |
| VERIFIED BY: <u>Lisel Weiland</u>          | CERTIFIED BY:                             |
| DATE: <u>7-22-2020</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>5.5</u> |  |  |  |  |
|---------|--|------------|--|--|--|--|

|         |  |  |  |  |  |  |
|---------|--|--|--|--|--|--|
| REVENUE |  |  |  |  |  |  |
|---------|--|--|--|--|--|--|

FUNDING:

(Thousands of Dollars)

|                     |  |            |  |  |  |  |
|---------------------|--|------------|--|--|--|--|
| General Fund        |  |            |  |  |  |  |
| State/Federal Funds |  |            |  |  |  |  |
| Other               |  | <u>5.5</u> |  |  |  |  |
| TOTAL               |  | <u>5.5</u> |  |  |  |  |

POSITIONS:

|           |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|
| Full-Time |  |  |  |  |  |  |
| Part-Time |  |  |  |  |  |  |
| Temporary |  |  |  |  |  |  |

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 DEPARTMENT: Chugach Sound DATE: 7/22/2020  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_





## GRANT AWARD AGREEMENT

### MSTPF Grant# 2020-302

THIS GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 30th day of June by and between the Mat-Su Trails and Parks Foundation ("Foundation") and 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 \$5,500 to fund the **West Butte Trail** project, 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 **6/30/2020** and ending on **12/30/2021** (the "Project Period"). Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to the Foundation Executive Director no later than 60 days prior to Project Period end date. If Foundation approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.
3. Expenditures. All expenditures of Grant Funds by Grantee must be spent within the Project Period and must be consistent with the Project budget as set forth in the Proposal (the "Project Budget") and as approved by Foundation. Any deviation from the Project Budget, such as under- or over-spending Grant Funds requires prior written approval of Foundation and may require an amendment to this Agreement, at the discretion of the Foundation. Deviations from the Project Budget are not authorized retroactively.
4. Interim and Final Report. Grantee agrees to deliver to the Foundation Executive Director an Interim Report, Final Report and two detailed Expenditure Reports for Project on this schedule:

Interim Report + Expenditure Report due March 30, 2021

Final Report + Expenditure Report due January 28, 2022

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.

Im 20-52  
OR 20-077  
RS 20-078



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. The maximum liability incurred by the Grantee in this hold harmless provision is limited to the amount of the funds provided by Foundation unless additional funds are specifically appropriated by the Borough Assembly for the purpose.
15. Authority and Validity. Each individual executing this Agreement on behalf of the Grantee warrants that s/he has full power and authority to execute this Agreement on behalf of the organization. Further, Grantee warrants that the board of directors of Grantee has taken all action required by law, Grantee's 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: \_\_\_\_\_  
George Hays, Acting Borough Manager      Date \_\_\_\_\_

Mat-Su Trails and Parks Foundation

By:  \_\_\_\_\_  
Wes Hoskins, Executive Director      6/30/2020  
Date \_\_\_\_\_

IM 20-152  
OR 20-077  
RS 20-078