

SUBJECT: ACCEPTING AND APPROPRIATING \$100,000 FROM THE MAT-SU HEALTH FOUNDATION TO FUND 480, PROJECT 20396, COMMUNITY TRANSIT, APPROVING THE SCOPE OF WORK AND BUDGET AND AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A GRANT AGREEMENT FOR THE MATANUSKA-SUSITNA BOROUGH CENTRALIZED MOBILITY MANAGEMENT SOFTWARE PROJECT.

AGENDA OF: November 17, 2020

ASSEMBLY ACTION:

Adopted with Assembly members
Tew Recused. 12-1-20 (Bor)

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY GEORGE HAYS, ACTING BOROUGH MANAGER:

Route To:	Department/Individual	Initials	Remarks
	Originator-P. Graham	Pamela Graham	Digitally signed by Pamela Graham Date: 2020.11.03 09:45:07 -09'00'
	Planning and Land Use Director	Alex Strawn	Digitally signed by Alex Strawn Date: 2020.11.03 09:58:55 -09'00'
	Finance Director	Cheyenne Heindel	Digitally signed by Cheyenne Heindel Date: 2020.11.03 13:41:31 -09'00'
	Borough Attorney	NS	
	Borough Clerk	BAA for JRM 11-9-20	

ATTACHMENT(S): Fiscal Note: YES ☒ NO ☐
 Grant Agreement (8 pages)
 Ordinance Serial No. 20-094 (2 pp)
 Resolution Serial No. 20-101 (2 pp)

SUMMARY STATEMENT: The Matanuska-Susitna Borough has received a grant from the Mat-Su Health Foundation for \$100,000. This grant's intended use is as match for an anticipated Federal Transit Grant to purchase a Centralized Dispatch Management Software, and perform a pilot project. This match funding, along with the Federal Transit Grant funding, will be provided through a Memorandum of Agreement to Valley Transit, the lead transit agency.

BACKGROUND:

The Matanuska-Susitna Borough is a participating member of the Central Dispatch Provider Group. The purpose of this group is to implement the goal of establishing a Central Dispatch system for transit providers as described in the Matanuska-Susitna Borough Coordinated Human Services Transportation Plan. In addition to the Borough, other members include the Mat-Su Health Foundation, Valley Transit, Sunshine Transit, Chickaloon Transit, and Mat-Su Senior Services.

The Matanuska-Susitna Borough submitted an application for a Federal Transit Administration (FTA) Integrated Mobility Innovation (IMI) grant for the purchase of software to establish a Central Dispatch Pilot project for our transit providers. The Mat-Su Health foundation agreed to provide the match for the FTA IMI grant. The borough has received notice of the FTA IMI grant award and are working through the FTA requirements to secure the grant agreement.

One of the required steps to secure the FTA agreement is a statement and proof that the Borough Assembly has committed the match funding to this project. This step will be complete with the acceptance and appropriation of the grant from the Mat-Su Health Foundation.

Additional legislation accepting and appropriating the Federal Transit Grant and the Memorandum of Agreement with Valley Transit are pending receipt of the Federal Grant agreement. At this time, we are anticipating that legislation to move forward in late December 2020 or January 2021.

RECOMMENDATION OF ADMINISTRATION: Staff respectfully recommends Assembly adoption of the legislation accepting and appropriating \$100,000 from the Mat-Su Health Foundation to fund 480, project 20396, community transit, and approving the scope of work and budget for the Matanuska-Susitna borough centralized mobility management software project.

MATANUSKA-SUSITNA BOROUGH FISCAL NOTE

Agenda Date: November 17, 2020

SUBJECT: ACCEPTING AND APPROPRIATING \$100,000 FROM THE MAT-SU HEALTH FOUNDATION TO FUND 480, PROJECT 20396, COMMUNITY TRANSIT, APPROVING THE SCOPE OF WORK AND BUDGET AND AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A GRANT AGREEMENT FOR THE MATANUSKA-SUSITNA BOROUGH CENTRALIZED MOBILITY MANAGEMENT SOFTWARE PROJECT.

ORIGINATOR: Pamela Graham, Planner I

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
AMOUNT REQUESTED \$100,000	FUNDING SOURCE Mat-Su Health Foundation
FROM ACCOUNT #	PROJECT #
TO ACCOUNT : 480.000.000 3XX.XXX	PROJECT # 20396
VERIFIED BY: Liesel Weiland <small>Digitally signed by Liesel Weiland Date: 2020.11.03 12:51:38 -09'00'</small>	CERTIFIED BY:
DATE: 11/03/2020	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		100.0				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other		100.0				
TOTAL		100.0				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____

DEPARTMENT: _____ DATE: _____

APPROVED BY: Cheyenne Heindel Digitally signed by Cheyenne Heindel
Date: 2020.11.03 13:40:41 -09'00' DATE: _____

IM No. 20-195
Ordinance Serial No. 20-094
Resolution Serial No. 20-101

Grant Agreement

Agreement

Grant Information

Due Date

10/15/2020

Grant Number Assigned by Funder

SG2020011

Federal Tax ID #

92-0030816

Grant Amount

100000.0000

Type of Support**Project Title**

Matanuska-Susitna Borough Centralized Mobility Management Software

Organizational Information

Organization's Legal Name

As shown on the organization's Articles of Incorporation.
Matanuska-Susitna Borough

Mailing Address

350 East Dahlia Avenue

City State

Palmer AK

Postal Code

99645

Phone

(907) 861-8585

Fax

(907) 745-0886

E-mail Address

george.hayes@matsugov.us

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Url

<http://www.matsugov.us>

Award Details and Conditions**Scope of Work****Scope of Work**

The Borough is requesting funds from the MSHF to serve as match to a Federal Transit Administration (FTA) Integrated Mobility Innovation (IMI) grant recently awarded to the Mat-Su Borough. This grant will be used to purchase software to develop a centralized dispatch system for Mat-Su transit providers.

The Project Team, the Mat-Su Transit Network, includes three public transit organizations (Valley Transit, Chickaloon Area Transit Service, and Sunshine Transit) and one human services transportation provider (Mat-Su Senior Services). The Mat-Su Transit Network have been working together for the past two years to develop a plan to centralize a dispatch system in an effort to deliver sustained, cost-effective, equitable transit service throughout the Mat-Su Borough.

The Mat-Su Borough (local government) and the Mat-Su Health Foundation (private, non-profit funding partner) have been the coordinating entities and helping to develop the cooperating agreements, roles and responsibilities and operating agreements necessary to implement this project with the Mat-Su Transit Network.

The Mat-Su Borough is providing staff support and technical resources for the project, and the Mat-Su Health Foundation is providing funding for a facilitator to organize the project partners and to pay for a portion of the project costs.

Both organizations will aid the other project partners in finalizing vendor selection, creating an operating agreement for current and future project partners, and determining the transportation provider's ability to pay annual maintenance costs for the selected software.

Valley Transit will serve as the lead transportation organization, staffing the central call center and serving as the primary software administrator for scheduling, dispatch, and fleet management functions.

Implementation Timeline**Grant Requirements and Conditions**

The information below reflects how the funds are to be used and outlines any restrictions and/or requirements associated with this grant award:

Contingent

Is this grant contingent?

No

Contingency Reason

This grant is subject to the Grantee's compliance with the following contingencies. Please state none if there aren't any contingencies.

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The end date for this grant is

Project End Date

9/30/2022

Reporting Requirements

The information below outlines the frequency of reporting requirements and any additional information the Grantee must provide when reporting on the status of the grant. A final report is due within 30 days after the grant end date.

Two interim reports - 4/15/2021, 10/1/2021

One final report 10/1/2022

Reports should detail lessons learned in the pilot, rider satisfaction through informal survey. Final report should recommend whether the pilot should be scaled and if so how, or if the pilot should be discontinued.

MSHF Staff Requirements

MSHF staff follow-up and any site visit requirements during or at completion of the project are listed here:

Review reports and participate in pilot project design and implementation.

In addition to the site visit requirements listed above, Grantee agrees the Foundation's representatives may visit Grantee's premises upon two business days' advance notice and may conduct independent financial and/or programmatic audit(s) of the Grantee's use of the grant funds at any time deemed necessary or appropriate by the Foundation.

Use of Foundation Funds

Attached hereto as Exhibit A and incorporated herein by reference is a copy of Grantee's proposal and Project Budget (collectively, the "proposal"). Grantee represents and warrants that Grantee shall use any funds distributed to Grantee related to the Grant ("Foundation Funds") only for the purposes set forth in the Proposal. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal. Any real property purchased with Foundation funds ("Grant Funded Real Property") shall be vested in Grantee and Grantee covenants it will use the Grant Funded Real Property only for the purposes set forth in the Proposal.

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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 the Foundation at the conclusion of the Project Period. As security for the performance of the representations and warranties made in this Agreement, Grantee hereby pledges, assigns, transfers, and sets over to the Foundation, its successors and assigns, and grants to the Foundation, its successors and assigns, a purchase money security interest in all of Grantee's rights, title and interest in and to the Grant Funded Property, whether now existing or owned or hereafter acquired or arising. Grantee authorizes the Foundation to make all necessary filings to perfect its security interest in the Grant Funded Property included but not limited to filing a financing statement. Upon the Foundation's acceptance of the Grantee's Final Project Status Report, The Foundation shall file all necessary filings to terminate its security interest in Grant Funded Property. .

If at any time during a Grant Funded Property's useful life, a Grantee fails to use the Grant Funded Real Property for the purposes set forth in the Proposal, Grantee shall repay to Foundation an amount equal to the Foundation funds used to purchase the Grant Funded Real Property. If Grantee fails to make timely repayment of the Grant, Foundation may exercise any and all remedies available to it by law or equity. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Foundation Funds or Foundation Funds that were not applied in accordance with the terms of this Agreement.

Grant Payments and Expenditures

1. Grant payments require receipt of a Payment Request Form from the Grantee.
2. Payments are made a minimum of 30 days after the receipt of the Payment Request Form.
3. No payments are mailed until the Foundation receives and approves the form.
4. Grant reporting for all MSHF grants received by the Grantee must be current before a funding request will be processed.
5. Capital project grants and health fair grants awarded by the Foundation will be paid in full upon submission of the signed grant agreement and initial Payment Request Form unless grant conditions have been placed on the grant funds.

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6. Funds upon which conditions have been placed will be paid only when those conditions have been met.
7. Payment Request Forms for ongoing fund disbursements should be submitted with the reporting document unless grant conditions have been placed on the grant funds or a different payout schedule is required for the grant's success.
8. Initial payment for capacity building, evaluation, planning and seed money, program cost, technical assistance, start-up, short-term operating funding, and policy change grants will be disbursed upon receipt of the signed grant agreement.
9. If a different payment schedule is required for the grant's success that payment schedule must be approved by Foundation staff before funds will be disbursed. .
10. All reports must be current before a payment request can be honored.

Payment Breakdown

The information below outlines the payment schedule/amount established at the time the grant is awarded based on the project timeline. Payment Request and Progress Report Forms are available by logging into your account. Reports for all MSHF grants received by the grantee must be current before a payment request can be honored. One payment (\$100,000) December 1, 2020 upon submittal of documentation of the Borough's payment to Valley Transit.

Expenditure of Funds

This grant is made based upon the information included in the Proposal, including but not limited to a project budget, goals, objectives and strategy and as outlined in this Grant Agreement. **It is expected that the entire amount of this grant will be applied to the budget included with the proposal and not used for any other purposes.** Should it become advantageous to the Grantee to slightly modify the project and/or make any changes to the project budget or time frame, permission to do so must first be requested from the Mat-Su Health Foundation. **Approval by the Foundation in writing must be received prior to making any revisions or incurring any expenses.**

Publicity

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Publicity regarding a grant and the dissemination of project results is generally left to the discretion of the Grantee. Such publicity can be helpful by increasing the public's awareness of the Grantee's organization and its work. The Foundation requests that press releases, publications, and public addresses, resulting from a grant, include acknowledgement of support by the Mat-Su Health Foundation. The Foundation would appreciate receiving a copy of any such materials. The MSHF appreciates acknowledgement of its contributions which assist the Grantee in achieving objectives. The Foundation's website provides information on the Foundation, which may be useful in these preparations. **While we appreciate receiving unframed or electronic photographs of Foundation funded projects that may be included on our website, plaques or other gifts are discouraged.**

Current Legal Actions:

Grantee affirms that the following description of legal actions pending against the Grantee is true and complete. If none please indicate no current legal action pending.

Legal Action

Grantee shall provide periodic reports to the Foundation regarding the legal actions listed above and shall advise the Foundation of any new legal actions filed against Grantee during the term of the Grant.

Certification of IRS Status

Any change in the Grantee's IRS status must be promptly reported to the Foundation.

Change in Key Personnel

Please notify the Foundation in writing if the officials who sign this document leave office, and provide the new names and titles of their replacements. **Any change in key personnel must be reported to the Foundation. Key personnel vary, but generally have the following titles:**

- Executive Director, President, CEO, General Manager

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- CFO, Controller
- Chief Operating Officer
- Board or Directors or Board of Trustees
- Chairman of the Board

Changes to Information:

Grantee hereby acknowledges and agrees that:

1. it is obligated to timely report any changes in all such information to the Foundation, and
2. the Foundation may take any actions it deems appropriate to address concerns created by changes in such information or Grantee's failure to timely report changes to such information.

Actions the Foundation may take include but are not limited

1. to requiring additional reports from the Grantee,
2. restructuring the Grant's milestones or payment dates/amounts,
3. suspending payments in process and/or terminating the Grant.

Taking one such action does not prevent the Foundation from taking additional actions. Grantee further acknowledges the Foundation may change its grant-making policies from time to time, and Grantee agrees it must comply with such revised policies unless the Foundation issues a written notice exempting Grantee from compliance.

Eligibility and Certification

Eligibility Flag

By checking this box, I hereby certify that the Grantee is not an organization classified as a private foundation or a for-profit entity and is one of the following:

- 501(c)(3)
- Government
- Tribal Organization
- Religious Organization
- Educational Organization

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Grantee agrees to submit any documentation required by the Foundation from time to time as necessary to prove Grantee's continued eligibility for the Grant

No

Certification Flag

By checking this box and typing my name below, I certify that:

1. I am authorized to sign contracts on behalf of the Grantee, i.e., such as the Executive Director or Chairperson of the Board of Directors.
2. The information and statements contained within this application are accurate and true.
3. I agree to abide by the terms of the grant agreement as indicated in this documentation.
4. The Articles of Incorporation have not been amended except as previously disclosed to the Foundation.
5. The legal name of the Grantee on this application matches the name shown in the records on file with the State of Alaska.
6. No portion of this Grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation.
7. No portion of the grant funds will be used to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, to support terrorist acts or organizations that further terrorist activities, or for any non-charitable purpose.

No

Name and Title

Date

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