


SUBJECT: ALLOCATING 2024 ARCTIC WINTER GAMES PROJECT FUNDING IN THE AMOUNT OF \$200,000 AND AUTHORIZING THE MANAGER TO ENTER INTO AN AGREEMENT WITH THE 2024 ARCTIC WINTER GAMES HOST SOCIETY.






AGENDA OF: September 21, 2021

ASSEMBLY ACTION:

Approved under the Consent
Agenda 9-21-21 

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator P. Graham		
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT(S): Fiscal Note: Yes X No
Draft Agreement (8 pages)

SUMMARY STATEMENT:

On December 1, 2020 the Assembly adopted Ordinance Serial No, 20-110, with its accompanying Resolution Serial No. 20-114, and Information Memorandum No, 20-231. This legislation reappropriated funding into the 2024 Arctic Winter Games project.

The scope of work stated that funding would be provided to the 2024 Arctic Winter Games Host Society for the hosting of events, the housing, feeding and transportation of athletes from international contingents competing in activities; expenditures for awards, brandings, marketing and community outreach, other items need to provide a positive and creative event to include décor for opening and closing ceremonies, and funding for the Mat-Su 2024 Arctic Winter Games Host Society support staff, as need to ensure a successful international event in accordance with the Arctic Winter Games Hosting Agreement.

The attached agreement passes \$200,000 to the Host Society to begin their work. The Assembly will be receiving additional legislation accepting and appropriating a grant from the state of Alaska for the same purpose. Once that grant has been accepted the agreement with the host society will be amended to include that funding.

Since this grant agreement incorporates the Arctic Winter Games Hosting Agreement, the Manager shall not execute this grant agreement until the Hosting Agreement is finalized and fully executed by the Arctic Winter Games International Committee, the Arctic Winter Games Host Society and the Matanuska-Susitna Borough.

RECOMMENDATION OF ADMINISTRATION: Allocating 2024 Arctic Winter Games project funding in the amount of \$200,000 and authorizing the manager to enter into an agreement with the 2024 Arctic Winter Games host society.

**MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE**

Agenda Date: September 21, 2021

SUBJECT: ALLOCATING 2024 ARCTIC WINTER GAMES PROJECT FUNDING IN THE AMOUNT OF \$200,000 AND AUTHORIZING THE MANAGER TO ENTER INTO AN AGREEMENT WITH THE 2024 ARCTIC WINTER GAMES HOST SOCIETY.

ORIGINATOR: Pamela Graham, Grants Coordinator

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>YES</u> NO
AMOUNT REQUESTED <u>\$200,000</u>	FUNDING SOURCE <u>Misc. Capital Projects</u>
FROM ACCOUNT # <u>480.000.000 4xx.xxx</u>	PROJECT <u>47533-0700-0701</u>
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>[Signature]</u>	CERTIFIED BY:
DATE: <u>9-9-21</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>200.0</u>			
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other			<u>200.0</u>			
TOTAL			<u>200.0</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

[Signature: Chesapeake Herald]

9/9/2021

GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

MAT-SU 2024 ARCTIC WINTER GAMES HOST SOCIETY

This Grant Agreement is made and entered into by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **MAT-SU 2024 ARCTIC WINTER GAMES HOST SOCIETY** (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein. NOW THEREFORE, the parties agree as follows:

Section 1. Purposes.

The Matanuska-Susitna Borough is partnering with the MATSU 20204 Arctic Winter Games Host Society to ensure a successful 2024 Arctic Winter Games. This grant agreement is to provide financial support to the Host Society to assist its activities in hosting the 2024 Arctic Winter Games.

The Borough has the authority to enter into this agreement with the Grantee to carry out the purposes contained herein and the Grantee represents and warrants it has the legal capacity to enter into this agreement and carry out the purposes contained herein.

The Grantee is willing to comply with the terms and conditions of this agreement and 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

All funds expended by the Grantee will be for materials, equipment, or services used for the 2024 Arctic Winter Games. The Borough has allocated the total sum of **\$200,000** to carry out the purposes, terms and conditions set forth herein and described in the Arctic Winter Games Hosting Agreement and the attached Exhibit "A".

NOW, THEREFORE, the parties agree as follows:

Section 2. Definitions. In this agreement:

A. The term "funds" means **\$200,000** which is the total sum made available to the Grantee by the Borough under this initial agreement, when additional funding is received an amended agreement will be prepared adding the additional funding; all funding will be for the purposes stated in Exhibit "A."

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

C. The term "Grantee" means the MAT-SU 2024 ARCTIC WINTER GAMES HOST SOCIETY.

Section 3. 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, and any future amendments;
2. The Arctic Winter Games Hosting Agreement; and
3. Scope of Work, 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 the Arctic Winter Games Hosting Agreement, then followed by the Scope of Work.

Section 4. Period of Performance. This contract shall become effective on the date of execution. The project must be completed in its entirety on or before **June 30, 2024**.

Section 5. Scope of Work. The Grantee shall perform the work of the project in accordance with the Arctic Winter Games Hosting Agreement and the Scope of Work.

Section 6. Payment terms.

A. Subject to the provisions of this Grant Agreement, the Borough shall pay the amount of \$200,000. To receive payment, the Grantee must provide a completed W9 and direct deposit information.

B. This Grant Funds awarded under this Grant Agreement are subject to and shall not exceed Funds lawfully appropriated for its purpose.

Section 7. Restrictions on Use of Funds.

A. The Grantee shall not use the Funds for any political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

B. The Grantee shall not assign or transfer any interest in this Grant Agreement.

C. The Grantee shall not, in the course of using the Funds provided in this grant, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

D. The Grantee shall not use the Funds for any illegal or unlawful purpose and shall not use the Funds in violation of any State or Federal agency guideline as to their use.

Section 8. Award of Contracts by Grantee.

A. Any contract that the Grantee enters into involving the expenditure of funds shall be in accordance with this contract and shall incorporate the terms of this contract by reference.

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 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 9.

Records Accounting and Audits.

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of 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 10.

Indemnification/Insurance.

A. The Grantee 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 Grantee shall be responsible under this clause for any and all legal actions or 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 Grantee's or Grantee'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, Grantee 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 section 10(A) is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

C. The Grantee shall name the Matanuska-Susitna Borough as additional insured on its insurance policies, including but not limited to, general liability, worker's compensation, professional liability, and premises liability.

D. The provisions of this section survive termination or expiration of this Grant Agreement.

Section 11.

Contract not Affected by Oral Agreement. Oral statement of any person shall not modify or otherwise affect the Arctic Winter Games Hosting Agreement, 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 written approval of the Borough in advance of any modification.

Section 12. 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.

D. If the Grantee does not spend the provided funds in accordance with this agreement or does not meet the requirements listed in Section 8 of this agreement, the Grantee will be liable for the return of all funds and shall not be eligible to receive future funding.

Section 13. 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 14. Other Grants. In the event 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 funds shall be spent in compliance with contracts or agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 15. 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 16. 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 16. 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 17. 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 18. 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 19. Integration. This agreement and the documents listed in Section 3 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 20. Notices. Any notice required pertaining to the subject matter of the agreement shall be emailed, personally delivered or mailed by prepaid first-class mail to the following address:

Borough: Matanuska-Susitna Borough - Finance Department
Attn: Pamela Graham, Grants Coordinator
350 E Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8406
Pam.Graham@matsugov.us

Grantee:

MAT-SU 2024 ARCTIC WINTER GAMES HOST SOCIETY
Amy Spargo, President
610 S. Bailey St. Suite 201
Palmer, Alaska 99645
(907) 232-2597
Amy.Spargo@awg2024.org

Section 21. 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.

BOROUGH USE ONLY

Fund Verified:

480.000.000 449.900 47533-0700-0701	<u>\$200,000</u>
TOTAL	\$200,000

Signature

Date

MATANUSKA-SUSITNA BOROUGH

MAT-SU 2024 ARCTIC WINTER GAMES HOST
SOCIETY

Date: __/__/__

Date: __/__/__

Michael Brown, Borough Manager

Authorized Representative

Printed Name and Title

Am 21-098

EXHIBIT "A" - SCOPE OF WORK

Project Purpose and Description:

This Matanuska-Susitna Borough Appropriation is for the Mat-Su 2024 Arctic Winter Games and all funding will be used to ensure a successful international event. The scope of work includes but is not limited to, the hosting of events, the housing, feeding and transportation of athletes from international contingents competing in activities; expenditures for awards, brandings, marketing and community outreach, other items need to provide a positive and creative event to include décor for opening and closing ceremonies, and funding for the Mat-Su 2024 Arctic Winter Games Host Society support staff, as need to ensure a successful international event in accordance with the Arctic Winter Games Hosting Agreement.

PROJECT BUDGET

TOTAL PROJECT BUDGET

\$200,000

The above scope of work and budget is subject to revisions by Borough and Grantee as mutually agreed upon by prior written amendment.

If Grantee has any questions whether expenditure is appropriate under this agreement, the Grantee should seek the Borough's concurrence before committing to the expense.

AM 21-098