

Non-Code Ordinance

By: Administration
Introduced: April 10, 2017
Public Hearing: April 24, 2017
Adopted: April 24, 2017
Yes: Burney, Dryden, Graham, Harvey, Ledford, O'Barr
No: None
Absent: None

**CITY OF WASILLA
ORDINANCE SERIAL NO. 17-07**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2017 Budget By Accepting And Appropriating Grant Funding From The Matanuska-Susitna Borough In The Amount Of \$144,000 For Menard Center Pedestrian Trails.

Section 1. Classification. This is a non-code ordinance.

Section 2. Purpose. To accept and appropriate grant funding from the Matanuska-Susitna Borough for Menard Center Pedestrian Trails.

Section 3. Appropriation of Funds. The funds are appropriated to the following:

Menard Center Ped Trails	340-4539-453.45-xx	\$144,000
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Section 4. Source of Funds.

Matanuska-Susitna Borough	340-4500-337.11-xx	\$144,000
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Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on April 24, 2017.


BERT L. COTTLE, Mayor

ATTEST:


JAMIE NEWMAN, MMC, City Clerk

[SEAL]






CITY COUNCIL LEGISLATION STAFF REPORT

Ordinance Serial No. 17-07: Amending the Fiscal Year 2017 budget by accepting and appropriating grant funding from the Matanuska-Susitna Borough in the amount of \$144,000 for Menard Center Pedestrian Trails.

Originator: Administration

Date: March 29, 2017

Agenda of: April 10, 2017

Route to:	Department Head	Signature	Date
X	Finance Director		3-29-17
X	Deputy Administrator		3/30/17
X	Recreation Services Director		3-29-17
X	Public Works Director		3/29/17
X	City Clerk		3/29/17

Reviewed by Mayor Bert L. Cottle:  3/30/2017

Fiscal Impact: yes or no

Menard Center Ped Trails/340-4539-453-.45-20

\$144,000

Attachments: MSB Grant Agreement (17 pages)
Ordinance Serial No. 17-07 (1 page)

Summary Statement: This ordinance authorizes the Mayor to execute a grant agreement with the Matanuska-Susitna Borough in the amount of \$144,000 for Menard Center Pedestrian Trails. This funding is part of the recreation bond funding approved by the Borough voters in 2016. The grant funding will be used by the city to construct new pedestrian trails at the Menard Center. The attached grant agreement shows the Menard Center Master Plan on page 17 that was developed in 2003 with potential trails and ballfields around the site. This funding will help develop the trail system at the Menard Center that was envisioned in 2003.

Staff Recommendation: Introduce and set the ordinance for public hearing.

MATANUSKA-SUSITNA BOROUGH
Grant Agreement
with the
CITY OF WASILLA
for the

MENARD SPORTS CENTER PEDESTRIAN TRAILS

In consideration of the mutual promises herein, the Matanuska-Susitna Borough and the City of Wasilla, agree as follows:

- A. Part I consisting of 25 sections of general provisions; and
- B. Part II consisting of 1 Exhibit

PART I

Part I of this agreement consists of those provisions that are listed below by section number and title.

- SECTION 1. DEFINITIONS
- SECTION 2. GRANT ADMINISTRATION
- SECTION 3. DURATION OF GRANT
- SECTION 4. AWARD OF GRANT
- SECTION 5. METHOD OF PAYMENT
- SECTION 6. USE OF GRANT FUNDS
- SECTION 7. FINANCIAL MANAGEMENT SYSTEM
- SECTION 8. REPORTING AND AUDITS
- SECTION 9. RECORDS MANAGEMENT
- SECTION 10. INSURANCE
- SECTION 11. PERMITS, LAWS AND TAXES
- SECTION 12. ASSIGNMENTS AND SUBCONTRACTS
- SECTION 13. INDEMNITY
- SECTION 14. PUBLICATION, REPRODUCTION AND USE OF MATERIALS
- SECTION 15. UNALLOWABLE ACTIVITIES
- SECTION 16. TERMINATION
- SECTION 17. DUTIES UPON TERMINATION
- SECTION 18. DUTIES UPON EXPIRATION
- SECTION 19. NON WAIVER
- SECTION 20. NOTICES
- SECTION 21. RELATIONSHIP OF PARTIES
- SECTION 22. JURISDICTION
- SECTION 23. INTEGRATION
- SECTION 24. MODIFICATION
- SECTION 25. SEVERABILITY

SECTION 1. DEFINITIONS

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Borough" means the Matanuska-Susitna Borough.

- B. "Borough funds" means all money obtained by the Grantee from or through the Borough under this agreement.

- C. "Grantee" means the City of Wasilla.

- D. "Property" means personal or real property used in connection with the Grantee's performance under this agreement and acquired in whole or in part with Borough funds.

SECTION 2. GRANT ADMINISTRATION

- A. The Community Development Director or his designee shall administer this grant on behalf of the Borough.

- B. The Mayor of the City of Wasilla or his/her designee shall administer this grant on behalf of the Grantee.

SECTION 3. DURATION OF GRANT.

- A. The services, functions or activities described in Part II, Exhibit A, shall begin when the grant agreement is fully executed and be provided through June 30, 2018, the date of expiration of this grant agreement.

- B. The grant may be terminated in accordance with the provisions of Part I, Section 15.

SECTION 4. AWARD OF GRANT

- A. The Grantee is hereby awarded a grant in the total amount of One hundred forty-four thousand dollars (\$144,000).

- B. Travel or per diem required for the performance of services pursuant to this Agreement shall be subject to and included in the above.

- C. Except as otherwise provided in this Agreement, the Borough shall not provide any additional compensation, payment, use of facilities, service, or other items of value to the Grantee in connection with performance of Agreement scope of work. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Grantee may incur in the performance of its obligations under this Agreement have already been included in computation of the Grantee's fee and may not be charged to the Borough.

D. As a condition of payment, the Grantee shall have paid all Borough taxes currently due and owing by the Grantee.

E. The Grantee acknowledges that the Borough has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's program is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.

F. This agreement is subject to the availability of funds lawfully appropriated by the Matanuska-Susitna Borough Assembly for its performance.

SECTION 5. METHOD OF PAYMENT

Payments under this Grant Agreement will be made as an advance; 50% of the total award will be advanced once the agreement is fully executed. The advanced funds may be used in the initial start-up of the project, after which payments will be made quarterly based on invoices and reports submitted to the Borough no later than the 10th day of any month. Payments will be made based on the reports and invoices submitted by the Grantee until the remaining funds are fully distributed, or the term of the Grant expires. The Borough may approve more frequent payments if it determines request for such payment is appropriate.

B. The quarterly reports shall include all actual costs incurred, the in-kind contributions provided by the Grantee, and a description of the work accomplished.

C. The Borough will only pay to the Grantee actual expenses incurred in the completion of the project described in the Scope of Work Exhibit A which shall constitute the full and complete compensation for the Grantee's services.

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

E. No final payment will be disbursed until the completed tasks as outlined in Exhibit A and associated expenditures have been approved by the Borough. 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 6. USE OF GRANT FUNDS

A. The Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Part II, Project Scope of Work and Project Budget. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Grantee may incur in the performance of its obligations under this Agreement have already been included in computation of the Grantee's fee and may not be charged to the Borough.

B. Grant funds made available to the Grantee under this agreement may not be used for expenses or obligations incurred by the Grantee before the grant agreement start date.

C. No claim for services, functions or other actions performed in addition to those specifically described in Part II, Project Scope of Work and Project Budget shall be allowed by the Borough. However, the Grantee may at its own expense provide such other services or perform such other functions as are appropriate and consistent with this agreement.

D. The Borough shall pay the Grantee for its actual or accrued expenditures reasonably incurred to perform under this agreement, to the extent the expenditures conform with Part II, Project Scope of Work and Project Budget and represent the Borough's share of total allowable costs and constitute allowable costs under applicable Federal, State and Borough standards. If the Grantee does not use Borough funds in accordance with this Subsection, the Grantee shall return those funds to the Borough.

E. The grantee shall establish uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures shall provide that:

1. For purchases of non-expendable personal property, or for the award of a contract with a value of \$300 or more, the grantee will require three competitive price quotations from potential suppliers; and
2. The grantee will retain written records of price quotations and will include in the written records:
 - a. specifications;
 - b. suppliers' names and addresses; and
 - c. the prices quoted.

F. Written approval must be obtained from the Borough prior to expending grant funds for:

1. Travel outside the Borough;
2. Out-of-town consultants;
3. Capital purchases with a unit value exceeding \$5,000.00; and
4. Subcontracts

- G. No funds made available to the Grantee under this agreement may be used for:
1. Purchase of automobiles, vans, buses, or other transportation equipment;
 2. Losses from bad debts;
 3. Contributions to contingency reserves or miscellaneous funds;
 4. Contributions, donations, or dues to any organization;
 5. Entertainment costs;
 6. Interest on borrowing, financing or refinancing costs and related legal or professional fees;
 7. Legal fees, except for the direct benefit of service recipients;
 8. Indirect or percentage overhead costs except as directly charged to grant activities funded;

9. Costs associated with lobbying at local, state, or federal levels or other political activities; and
10. Costs of promoting or opposing unionization.

SECTION 7. FINANCIAL MANAGEMENT SYSTEM

A. The Grantee shall establish and maintain a financial management system conforming to generally accepted accounting principles.

B. The financial management system shall:

1. Provide accurate, current and complete disclosure of all financial transactions relating to this grant agreement;
2. Maintain separate accounts by source of funds for all revenues and expenditures. Identify the source and application of funds for the Grantee's performance under this agreement, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
3. Effectively control and account for all Borough funds and property;
4. Compare actual or accrued expenditures with budgeted amounts and compare financial information to performance or productivity data where applicable;
5. Maintain Policies and Procedures that provide for accurate accounting and proper management of all grant funds in accordance with Part I, Section 5;
6. Minimize the time between receipt of funds from the Borough and their disbursement by the Grantee;
7. Provide accounting records supported by source documentation;
8. Maintain procedures to bill clients for services received. These procedures must ensure that charges are reasonable, appropriate, and approved by the Grantee's governing authority; and,
9. Provide a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

SECTION 8. REPORTING AND AUDITS

A. The Grantee will submit to the Borough a Quarterly Report. The reports shall be submitted by the 10th day of each quarter for the previous quarter. Upon expiration of the grant agreement the Grantee will, within thirty (30) days, submit the final financial report. All corrections to previous reports must also be submitted within fifteen (15) days of the expiration of the grant agreement.

B. The Borough reserves the right to alter the reporting requirements and the payment schedule of the Grantee based on the overall performance of the Grantee. The Borough will notify the Grantee in writing of any changes in reporting or billing requirements.

C. Upon request and within a reasonable time, the Grantee shall provide such other information, reports and access to all records relating to its activities under this grant to the Borough in such form and at such time as the Borough may reasonably require.

D. During normal business hours the Grantee shall permit the Borough to audit, examine and make excerpts or transcripts from such records, and to make audits of all reports, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The audits and inspection of records authorized by this Section shall include, but will not be limited to, a review of the organization, general management, financial management, case management, treatment process, and physical facility. Any denial or failure by Grantee to permit Borough access to any and all records and/or documents reports, materials, payrolls, personnel records, financial information, operating policies and procedures, and any other management records shall be deemed a material breach of this Grant Agreement.

E. The Grantee will retain for a period of five (5) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement.

F. If any audit by or on behalf of the Borough has begun but has not been completed at the end of the five-year period or if audit findings have not been resolved at the end of the five-year period, the Grantee shall retain the records described in Subsection D of this Section until the audit findings are resolved.

G. Upon request and within a reasonable time, the Grantee shall make available for examination all of its records relating to the existence, operation, control and directorate of the Grantee's subsidiaries, sister corporations, partnerships or any related business entities. Such records shall be retained by the Grantee for a period ending five (5) years after termination of the grant agreement.

H. If an independent or Borough audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Borough within thirty (30) days of audit findings.

SECTION 9. RECORDS MANAGEMENT

A. If for any reason the Grantee ceases operations under this agreement before the end of any record retention period in this Section, all records described in Section 7 Subsection D shall be delivered to the Borough.

B. If the Grantee fails to protect its records adequately from fire, theft, damage, deterioration or any other type of loss during any retention period in this Section, the Borough may take custody of any records described in Section 7 Subsection D that the Borough believes to be inadequately protected.

SECTION 10. INSURANCE

A. The Grantee or the contractor hired by the grantee to complete the project shall provide and maintain the following insurance:

<u>Coverage</u>	<u>Limits</u>
1. Worker's compensation and \$500,000 Employers Liability (only if paid employees on staff)	Statutory
2. Commercial General Liability Premises Operations Contractual Liability Personal Injury Liability	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate
3. Commercial Auto Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate

B. The Grantee, or its contractor, will submit proof of insurance in a form acceptable to the Borough. Each policy, if insurance is required by this Section, shall provide for no less than thirty (30) days advance notice to the Borough prior to cancellation. The Matanuska-Susitna Borough shall be named as an additional insured for purposes of this grant on all liability insurance policies except workers compensation and professional liability.

General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Matanuska-Susitna Borough by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

SECTION 11. PERMITS, LAWS AND TAXES

A. 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 laws, statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

SECTION 12. ASSIGNMENTS AND SUBCONTRACTS

A. Unless otherwise allowed in writing by the Borough, any assignment by the Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by the Grantee to assign any part of its interest or delegate its duties under this agreement shall give the Borough the right to immediately terminate this agreement without any liability for any actions performed by the Grantee.

B. The Grantee may enter into subcontracts to purchase goods and services necessary to its performance under this agreement, provided that the Grantee and subcontractor comply with the requirements of this Section.

C. The grantee shall have established written procedures for the selection of a subcontractor that comply with requirements of Part I, Section 14.

D. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore and comply with requirements of Part I, Sections 5 and 14.

E. Every subcontract in an amount exceeding \$1,000.00 shall require retention of and reasonable access to business records of the subcontractor relating to the purchase of goods or services under the subcontract.

SECTION 13. INDEMNITY

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's 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 intangible, sustained by any person, or property arising from grantee's officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance related to this lease in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omission by the borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the 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.

SECTION 14. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

Except as otherwise provided herein, all data, documents and materials produced by the Grantee under this agreement shall be the property of the Borough, which shall retain the right to publish, disclose, distribute and otherwise use, in whole or in part, any such data,

documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright.

SECTION 15. UNALLOWABLE ACTIVITIES

A. Discrimination:

1. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Grantee shall state, in all solicitations or advertisements for employees to work under the grant agreement, that all qualified applications will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical impairment/disability.

3. The Grantee shall include the provisions of Subsection 1 through 3, of this Section, in every subcontract or purchase order under this grant, so as to be binding upon every such subcontractor or vendor of the Grantee under this agreement.

4. The Grantee shall comply with all applicable Federal, State, and Borough laws concerning the prohibition of discrimination.

B. Conflict of Interest:

1. No member of any board shall cast a vote on any matter which could financially benefit such member, or any organization such member could represent.

2. Each agency shall avoid organizational conflict of interest, and all personnel shall avoid personal conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds.

3. No funds shall be paid to any non-governmental individual, institution or organization to conduct an evaluation of the grant if such individual, institution or organization is associated with the grant as a consultant or technical advisor.

C. Kickbacks:

1. No officer, employee or agent of any agency shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential subrecipient, contractor or other individual served through the grant.

D. Administration:

1. All non-profit agencies must establish and adhere to a written policy stating that an employee of the grantee may not be a member of the grantee's governing board.

E. Political Patronage:

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.

2. The Grantee agrees that it shall not expend any Borough funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for any state or municipal office even if such endorsement or opposition does not require expenditure of funds. The grantee understands that after a determination by the Borough that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any Borough funds for the following fiscal year.

F. Limitations on Religious Activities:

The Grantee agrees that if it represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institute or organization, that in connection with all services provided under this grant agreement:

1. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. it will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

SECTION 16. TERMINATION

This grant may be terminated:

A. By mutual consent of the parties expressed in writing.

B. By the Borough when an audit report on a previous grant to the Grantee by the Borough reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Borough for the full amount of the ineligible expenditures.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.

D. For the convenience of the Borough, provided that the Borough notifies the Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

SECTION 17. DUTIES UPON TERMINATION

A. If the Grantee's services are terminated, the Borough shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Borough because of the Grantee's failure to satisfactorily perform. The Borough may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.

B. If the Grantee receives payments exceeding the amount to which it is entitled under Subsection A of this Section, it shall remit the excess to the Borough within thirty (30) days of receiving written notice to do so.

C. The Grantee shall not be entitled to compensation under this Section until the Grantee has delivered to the Borough all final financial and program performance reports and all other documents, records, and work products related to this agreement and requested by the Borough.

D. If the Grantee's services are terminated, neither party may claim compensation under this agreement not allowed under this Section.

E. If a final audit has not been performed before the Grantee's services are terminated, the Borough may recover any costs disallowed as a result of the final audit.

F. Except as provided in this section, termination of the Grantee's services under Section 15 does not affect any other right or obligation of a party under this contract.

SECTION 18. DUTIES UPON EXPIRATION

Upon expiration of the grant agreement, no unencumbered funds may be expended by the Grantee. In addition to the final reports required by Section 7A, the Grantee will promptly

refund to the Borough any unencumbered balance of grant funds paid to the Grantee or otherwise dispose of said funds as the Borough may direct.

SECTION 19. 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 provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the Borough thereafter to enforce each and every provision hereof.

SECTION 20. NOTICES

Any notice or correspondence pertaining to the subject matter of this grant shall be personally delivered, emailed, sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Matanuska-Susitna Borough

Matanuska Susitna Borough
Community Development Department
350 E. Dahlia Avenue
Palmer, Alaska 99645

Fax: 907-861-8635

Grantee

City of Wasilla
290 E. Herning Ave.
Wasilla, AK 99654-7091

Fax: 907-373-9096

SECTION 21. RELATIONSHIP OF PARTIES

The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer the grant and monitor the Grantee's compliance with its obligation hereunder. The Borough shall not supervise or direct the Grantee other than as specifically provided in this agreement.

SECTION 22. JURISDICTION

Any civil action arising from this agreement shall be brought in the Superior Court, Third Judicial District, of the State of Alaska at Palmer. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

SECTION 23. INTEGRATION

This agreement and all appendices and modifications 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. The parties may modify this agreement only in writing and a written copy, signed by both parties, shall be attached and become part of this agreement.

SECTION 24. MODIFICATION

A. This grant agreement shall only be modified or changed in writing, and be executed by authorized representatives of the parties.

B. For the purposes of modifications to the approved grant agreement, the authorized representatives of the parties are:

Grantee: City Mayor or Authorized Designee

Borough: Borough Manager or Authorized Designee

C. For purposes of any modification or change to the terms and conditions of this agreement, the Grantee must request any modification in writing and the Borough must receive this request prior to the final 90 days of the grant agreement.

D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 25. SEVERABILITY

Any provision of this grant agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the grant agreement.

FUND VERIFICATION

BOROUGH USE ONLY		
Fund Verified: 490-000-000-XXX-XXX XXXXX / XXXX / XXXX	_____ Signature	_____ Date

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates shown below.

GRANTEE

CITY OF WASILLA

Bert Cottle
Mayor

ACKNOWLEDGEMENT OF GRANTEE

State of Alaska)
) ss.
Third Judicial District)

On this ____ day of _____, 2017, Bert Cottle, Mayor, City of Wasilla, who is personally known to me, appeared and acknowledged before me that in his official capacity he is authorized to execute the foregoing instrument as the free act and deed of the City of Wasilla, for the uses and purposes intended.

Notary Public for State of Alaska
My commission expires:_____

GRANTOR

MATANUSKA-SUSITNA BOROUGH

John Moosey, Borough Manager

ACKNOWLEDGEMENT OF GRANTOR

State of Alaska)
) ss.
Third Judicial District)

On this ____ day of _____, 2017, John Moosey, manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed this grant agreement on behalf of the municipal corporation.

Notary Public for State of Alaska
My commission expires: _____

Matanuska-Susitna Borough
Grant Agreement

Part II
Exhibit A

Scope of Work
and
Project Budget

All labor and materials to construct approximately two miles of natural surface pedestrian trail.

Project Budget

Contract	<u>\$ 144,000</u>
Total:	\$ 144,000

WASILLA MULTI-USE SPORTS COMPLEX

CITY OF WASILLA

MASTER PLAN

MAY, 2003

CRP 9/6/09

