

Non-Code Ordinance

By: Public Works
Introduced: June 25, 2018
Public Hearing: July 9, 2018
Adopted: July 9, 2018
Yes: Burney, Dryden, Graham, Harvey, Ledford, O'Barr
No: None
Absent: None

**City of Wasilla
Ordinance Serial No. 18-24**

An Ordinance Of The Wasilla City Council Amending The Fiscal Year 2019 Budget By Accepting And Appropriating Grant Funding In The Amount Of \$79,220 From The Matanuska-Susitna Borough And \$312,000 From The Mat-Su Health Foundation For The Veterans Wall Of Honor Relocation Project.

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

Section 2. Purpose. To accept and appropriate grant funding from the Matanuska-Susitna Borough and the Mat-Su Health Foundation for the Veterans Wall of Honor Project.

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

Veterans Wall of Honor MSB	110-4330-433.45-71	\$79,220
Veterans Wall of Honor MSHF	110-4330-433.45-72	\$312,000

Section 4. Source of Funds.

Mat-Su Borough Grant	110-4300-337.11-04	\$79,220
Mat-Su Health Foundation Grant	110-4300-337.11-05	\$312,000

Section 5. Effective date. This ordinance shall take effect upon adoption by the Wasilla City Council.

ADOPTED by the Wasilla City Council on July 9, 2018.


BERT L. COTTLE, Mayor

ATTEST:

JAMIE NEWMAN, MMC, City Clerk

[SEAL]

WASILLA

• ALASKA •





CITY COUNCIL LEGISLATION STAFF REPORT

Ordinance Serial No. 18-24: Amending The Fiscal Year 2019 Budget By Accepting And Appropriating Grant Funding In The Amount of \$79,220 From The Matanuska-Susitna Borough And \$312,000 From The Mat-Su Health Foundation For The Veterans Wall Of Honor Relocation Project.

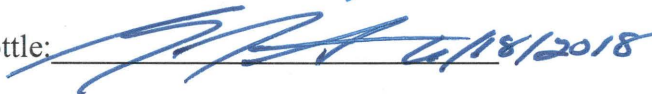
Originator: Public Works Director

Date: June 13, 2018

Agenda of: June 25, 2018

Route to:	Department Head	Signature	Date
X	Public Works Director		6/13/18
X	Finance Director		6-14-18
X	Deputy Administrator		6/14/18
X	City Clerk		6/18/18

Reviewed by Mayor Bert L. Cottle:

Fiscal Impact: yes Funds Available: yes \$391,220

Account name/number: Veterans Wall of Honor MSB/110-4330-433.45-71 \$79,220
 Veterans Wall of Honor MSHF/110-4330-433.45-72 \$312,000

Attachments: Ordinance Serial No. 18-24 (1 page)

Grant Offers (2 pages)

Mat-Su Health Foundation Grant Agreement (10 pages)

Project Drawings (5 pages)

MSB Memorandum of Agreement (11 pages)

Summary Statement: This ordinance is proposed to accept and appropriate grant funding for the Veterans Wall of Honor Relocation Project. This project will be located at 801 N. Wasilla-Fishhook Road, the future Wasilla Police Station site.

This project was initially funded by the Mat-Su Borough in the amount of \$150,000. The Borough hired the Architect/Engineer Team with this funding to design and bid the project. A balance of Borough funding remains in the amount of \$79,220 which is the source of funds for the Borough grant. The Mat-Su Health Foundation is a partner in the project providing the balance of funding needed to complete the initial phase of construction. The initial phase includes everything shown in the drawings except for the pavilion, and the outbuildings that will be used to store chairs for events. The City will pursue a Rasmuson Grant in 2019 for the pavilion and storage buildings.

Recommended Action: Adopt ordinance.

Archie Giddings

From: Brad Sworts <Brad.Sworts@matsugov.us>
Sent: Friday, June 08, 2018 10:44 AM
To: Archie Giddings
Subject: RE: Draft of money transfer agreement done

We are looking at \$79,220 right now.

From: Archie Giddings [mailto:AGiddings@ci.wasilla.ak.us]
Sent: Friday, June 08, 2018 9:13 AM
To: Brad Sworts <Brad.Sworts@matsugov.us>
Subject: RE: Draft of money transfer agreement done

We need the agreement to run the packet by end of day Monday June 18. The sooner you can confirm the Borough funding amount the better. It should be the \$150,000 less Alder's contract right?

thanks

From: Brad Sworts <Brad.Sworts@matsugov.us>
Sent: Friday, June 08, 2018 8:26 AM
To: Archie Giddings <agiddings@ci.wasilla.ak.us>
Subject: Draft of money transfer agreement done

Archie,

I finished a draft of the MOA for transferring the remaining MSB funds to the City and have sent it on to the Borough Attorney's office for review. Should be seeing something by next week that I can send to you. Is there a drop dead date you have to have it by to get it in the City Council packet?

Brad Sworts
Pre-Design & Engineering Div. Manager
Capital Projects Department
Matanuska-Susitna Borough
1-(907)-861-7715

Archie Giddings

From: Elizabeth Ripley <eripley@healthymatsu.org>
Sent: Tuesday, May 08, 2018 6:03 PM
To: john.moosey@matsugov.us; Bert Cottle; Vern Halter
Cc: Robin Minard; brad.sworts@matsugov.us; Archie Giddings
Subject: Veteran's Wall project

Mayor Halter, Mayor Cottle, and Mr. Moosey,

Thanks for your visit today. We are grateful for your partnership on many levels and have really appreciated how all parties are pulling together to move the Veteran's Wall.

At our June 18, 2018 meeting, the Mat-Su Health Foundation Board of Directors will vote on a finance committee recommendation to fund the \$312,000 shortfall of the base Veteran's Wall project contingent on the Mat-Su Borough releasing any restrictions or encumbrances on the land once owned by the borough and sold to Spring Creek. Just to recap our conversation today, the Borough will introduce this ordinance at the June 2 meeting and hopefully vote on it at the June 19 meeting. Because the City of Wasilla owns the property that will be the new home to the Veteran's Wall, the City will manage the project instead of the Borough. I will make sure our board understands this change and that the City will not charge any overhead for administering these funds. The City will introduce the receipt authority for these funds at the June 19 meeting and should approve them at the July 9 meeting. The City will simultaneously award the bid for the construction at that same July 9 meeting.

All this assumes that the total base project cost stays under \$462,113. Archie will let me know what the bids actually render and if we need to make any adjustments. Fingers crossed they come in lower! 😊

Please confirm this recap matches your understanding. We all want something the Veterans will be proud of. I think we're well on our way!

Elizabeth A. Ripley
Chief Executive Officer
Mat-Su Health Foundation
907-352-2863
eripley@healthymatsu.org

Veterans Wall of Honor Relocation Design

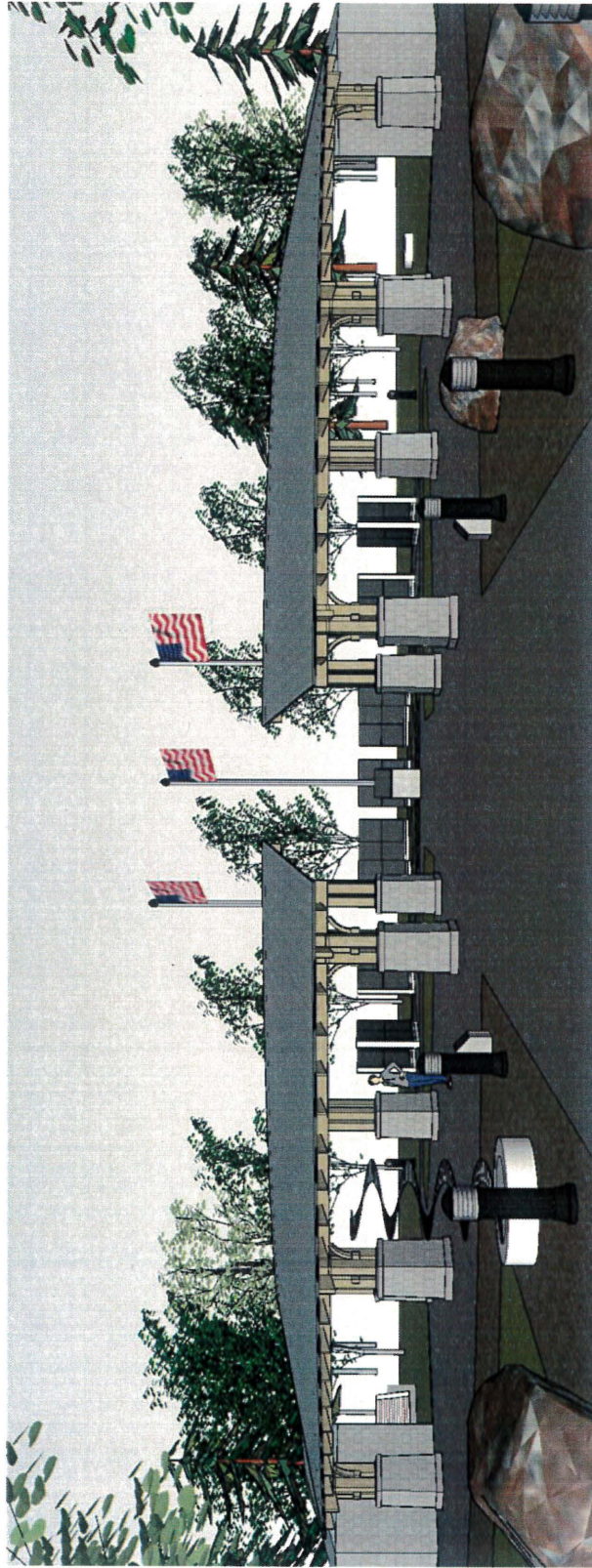
CONCEPT DESIGN - REVISED



#18-069P

Veterans Wall of Honor Relocation Design

REVISED CONCEPT



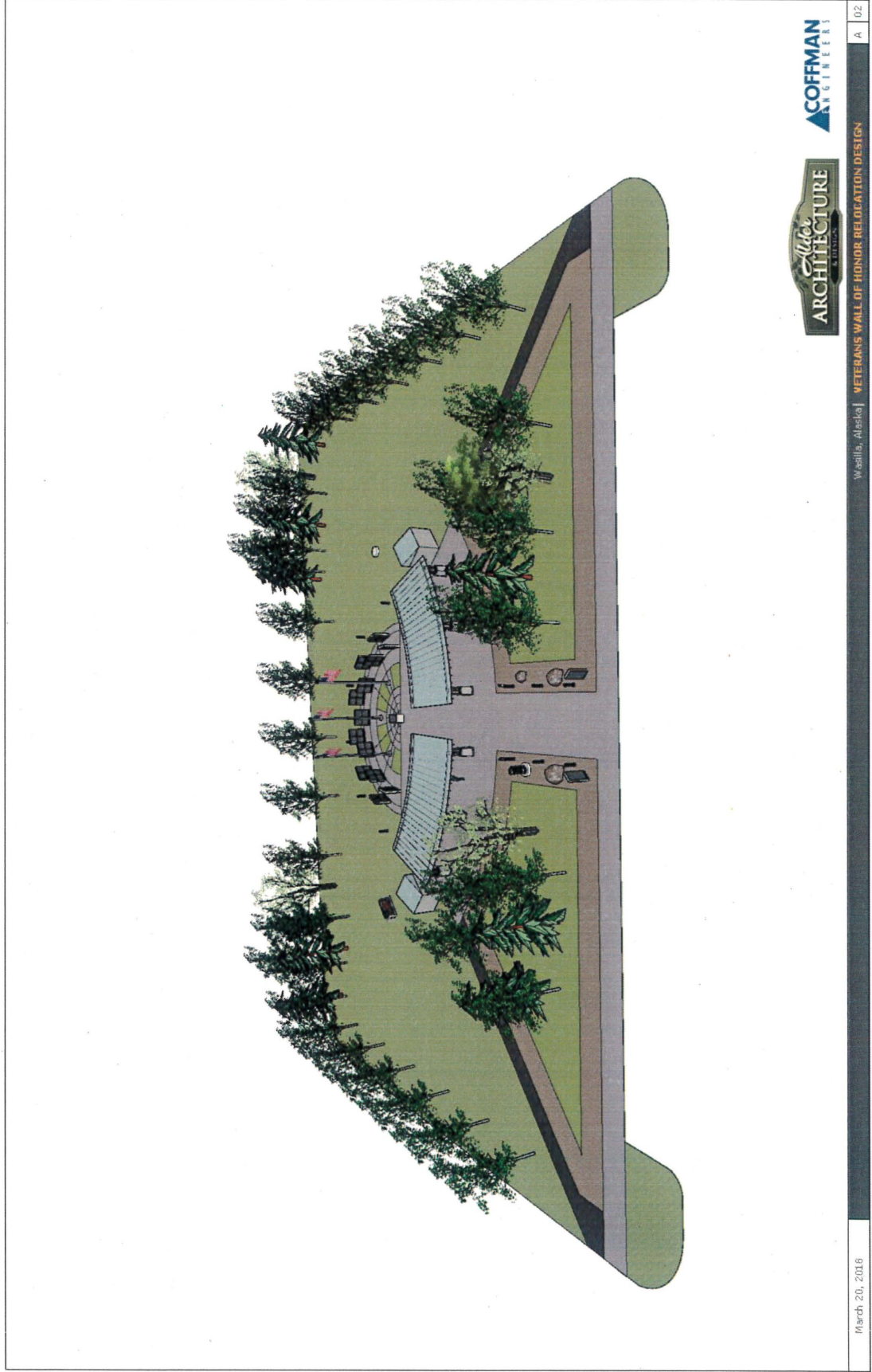
Veterans Wall of Honor Relocation Design

Concept Images



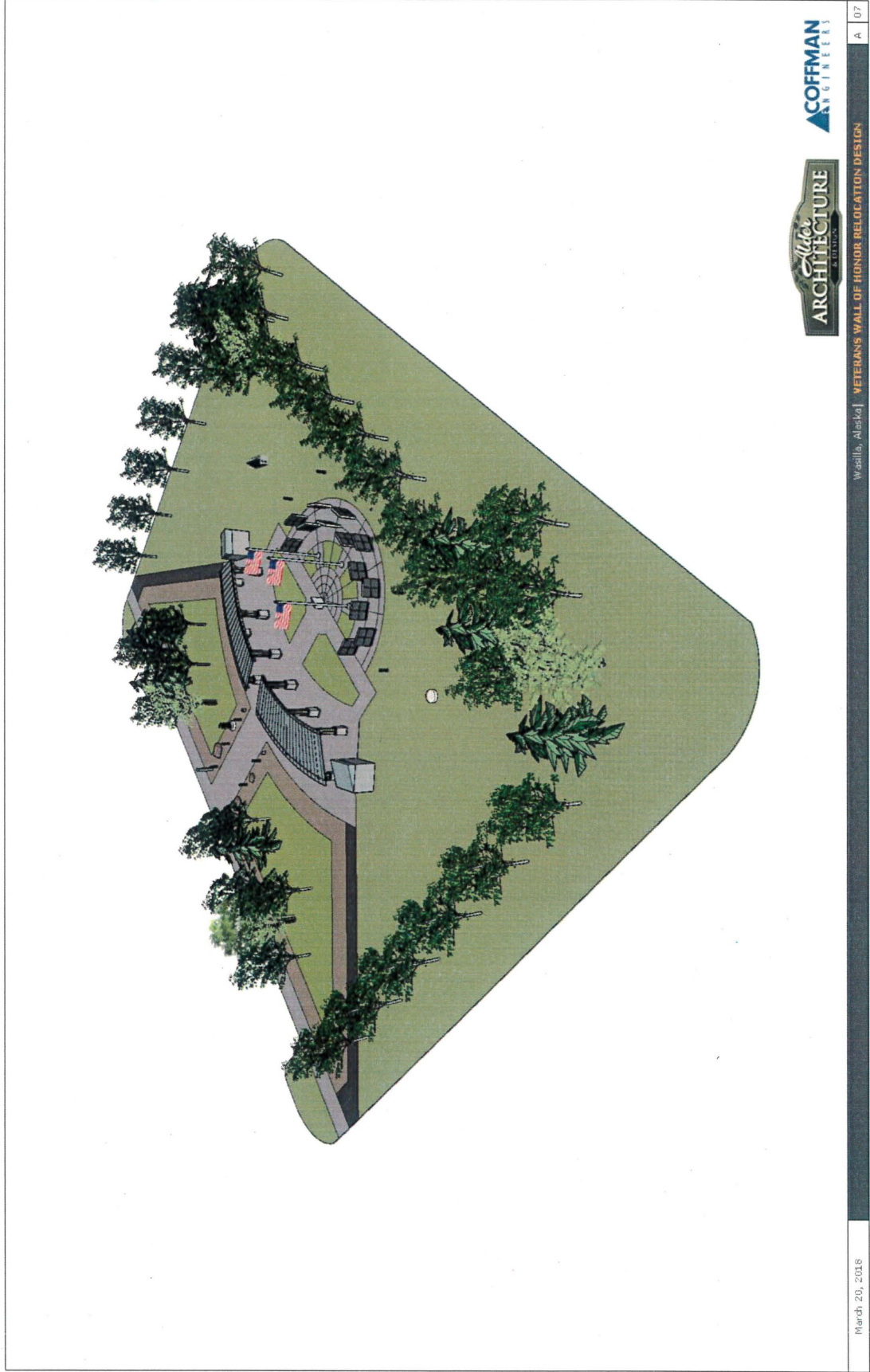
Veterans Wall of Honor Relocation Design

Concept Images



Veterans Wall of Honor Relocation Design

Concept Images





June 29, 2018

Mayor Bert L. Cottle
City of Wasilla
290 E. Herning Ave.
Wasilla, AK 99654

Re: Grant Agreement: Veterans Wall of Honor Relocation Project

Dear Mayor Cottle,

Please see the Grant Agreement for the Mat-Su Health Foundation funding of \$312,113 for the Veterans Wall of Honor Relocation Project. This agreement will need to be signed and returned to the Mat-Su Health Foundation.

I appreciate your leadership of this project and it has been rewarding to work on this collaboratively with the City of Wasilla and the Mat-Su Borough. If you need any additional information, please do not hesitate to contact me. Thank you so much for all your work on behalf of our Veterans.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Ripley".

Elizabeth Ripley
Chief Executive Officer

Mat-Su Health Foundation Grant Agreement

Grant Information

Grant Number SG201800010 Grant Name: Veterans Wall of Honor Relocation Project

Recipient Federal Tax ID # 92-6010143

Grant Amount \$312,113 Project End Date: TBD

Type of Support: Grant for Defined Project

Project Title: Veterans Wall of Honor Relocation Project

Organizational Information

Organization's Legal Name: City of Wasilla

Mailing Address

Contact: City of Wasilla
Attention: Public Works Department – Archie Giddings
290 E. Herning Ave.
Wasilla, Ak. 99654

Phone: (907) 373-9010 Fax: (907) 373-9011 E-mail Address: AGiddings@ci.wasilla.ak.us

Website: www.cityofwasilla.com

Scope of Work

Attached hereto as Exhibit A and incorporated herein by reference is a copy of Grantee's proposed project scope dated 4/26/18.

Implementation Timeline

Funding provided through this grant is intended to provide partial funding through completion of the project with an anticipated completion of 12/31/18.

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.

- A) Final project report indicating the project has been completed.

MSHF Staff Requirements

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

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

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 this grant agreement. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in the organization receiving the funds. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.

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.

Grant Payments and Expenditures

1. Quarterly payments will be made to reimburse project expenses.
2. Payments are made a minimum of 30 days after the receipt of a payment request submitted to the Foundation CFO at cemond@healthymatsu.org referencing the above grant #.

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 if the change is for additional funding or includes more than 20% transfer of funds between Budget line items. Approval by the Foundation in writing must be received prior to making any revisions or incurring any expenses.

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 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.

Publicity

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, CFO, Controller, Chief Operating Officer

Board or Directors of Board of Trustees, Chairman of the Board

Eligibility & Certification

By signing below, 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

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

Certification

By signing below, I certify that:

1. I am authorized to sign contracts on behalf of the Grantee.
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 legal name of the Grantee on this application matches the name shown in the records on file with the State of Alaska.
5. No portion of this Grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation.
6. 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.

City :

CITY OF WASILLA, ALASKA

By: _____

Name: Bert L. Cottle

Its: City of Wasilla Mayor

Date: _____



CITY OF WASILLA
PUBLIC WORKS DEPARTMENT
290 East Herning Avenue, Wasilla, Alaska 99654-7091
Telephone (907) 373-9010 Fax (907) 373-9011

April 26, 2018

Memorandum

To: Mat-Su Health Foundation

From: Archie Giddings
Public Works Director

RE: Veterans Wall of Honor Relocation Project

The project has passed the 60 percent design and it is moving forward to 100 percent design of the based bid project. See attached 60 percent plans. The base project involves moving the panels and monuments to a newly constructed site with landscaping, concrete sidewalks and some electrical service. The scope of a fully developed site includes a pavilion, sound system, and additional electrical supply. The following is a summary of project cost vs. funding:

BASE PROJECT

Architectural and Engineering to design and bid the project	\$70,780
Construction Cost Estimate	\$375,238
Construction Administration	\$16,095
<hr/>	
Total	\$462,113

Mat-Su Borough Funding = \$150,000

Funding Needed = \$312,113

FULL PROJECT

Architectural and Engineering to design and bid the project	\$100,270
Construction Cost Estimate (Base Project)	\$375,238
Pavilion/Sound System/Electrical Estimate	\$175,000
Construction Administration	\$20,065
<hr/>	
Total	\$670,573

Mat-Su Borough Funding = \$150,000

Veterans Fund Raising = \$175,000

Funding Needed = \$345,573



MATANUSKA SUSITNA BOROUGH | VETERANS WALL OF HONOR RELOCATION PROJECT | 04.24.18

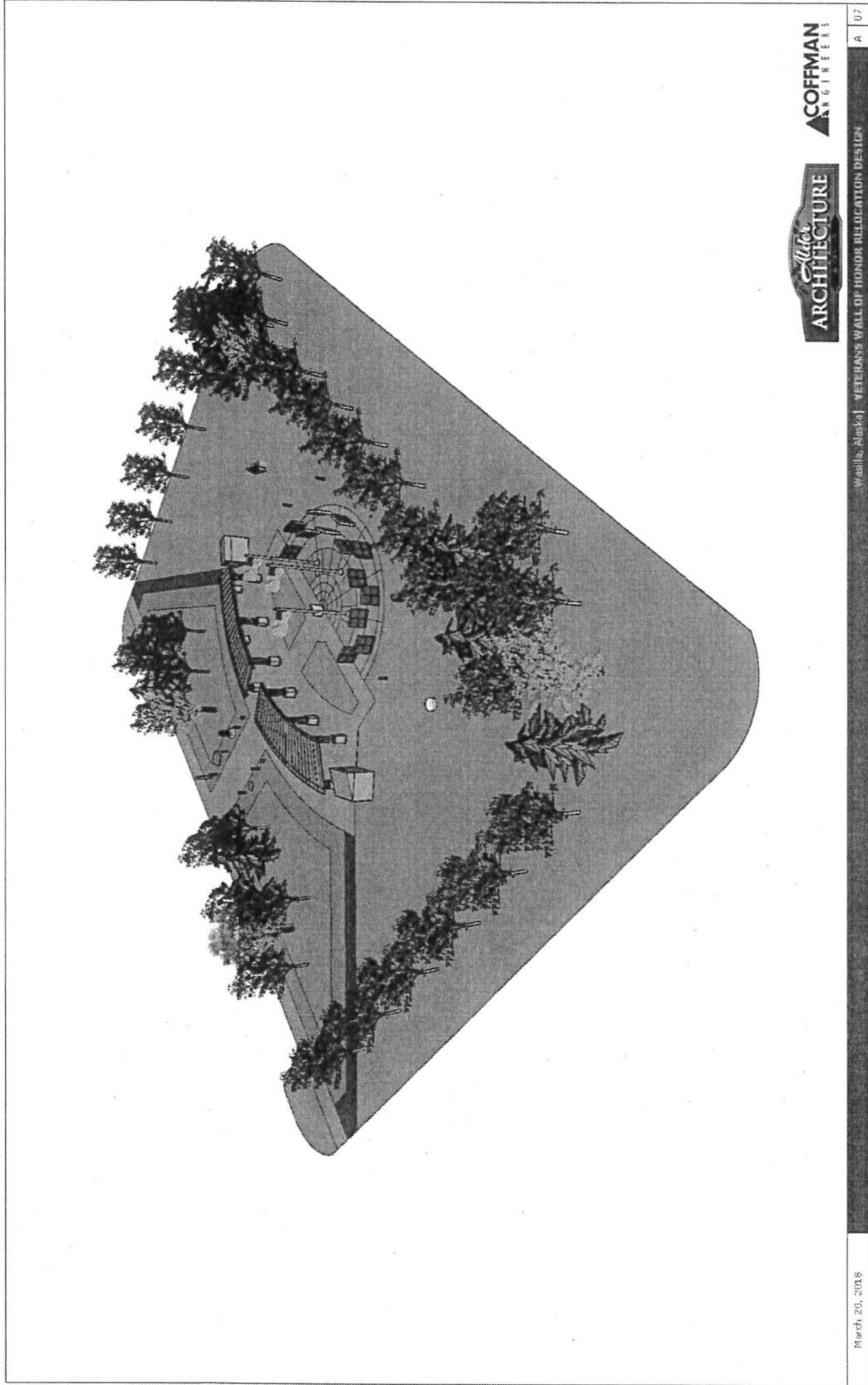
	DESCRIPTION	LABOR TOTAL	MATERIAL TOTAL	EQUIPMENT	SUBCONTRACTOR	OTHER	TOTAL
DIV 1	GENERAL CONDITIONS						
	Management Labor (Incl. As Built of Monument Details)	\$ 7,910.00					\$ 7,910.00
	General Project Supplies & Expenses		\$ 1,000.00				\$ 1,000.00
	Temporary Construction (Barricades, Signage, Traffic Control, Security, Safety)					\$ 5,240.00	\$ 5,240.00
	Periodic Cleanup and Final Cleaning	\$ 1,000.00					\$ 1,000.00
	Survey & Controls				\$ 1,500.00		\$ 1,500.00
	SWPPP Plan & BMP Management					\$ 6,000.00	\$ 6,000.00
DIV 2	SITE WORK & DEMOLITION						
	Demolish & Dispose - Existing Monuments (Walls Only)				\$ 3,838.00		\$ 3,838.00
	Remove & Relocate - Boulder Monuments & Small Misc. Monuments <i>Remove, Salvage, Relocate & Place on 2' Compacted Structural Fill</i>				\$ 7,000.00		\$ 7,000.00
	Flag Monument - Specialty Fill Remove & Relocate	\$ 1,850.00					\$ 1,850.00
	Cut & Remove Asphalt Pavement <i>150 SY Asphalt</i>				\$ 2,400.00		\$ 2,400.00
	Sitework (Move, Clear & Grub, Export) <i>Assume 24" Organics - Entire Footprint</i>				\$ 22,500.00		\$ 22,500.00
	Sitework (Import, Subgrade Prep) <i>Import, Spread, Compact - Up To 2,350 CY Structural Fill</i>				\$ 43,500.00		\$ 43,500.00
	Hardscape Prep & Backfill <i>Includes Prep for Concrete Footings & Stem Walls Where Indicated</i>				\$ 18,250.00		\$ 18,250.00
	Landscaping (Fine Grade, Topsoil, Seeding, Trees, Watering) <i>Assumes Some Salvaged Topsoil, Standard Seed Mix</i>				\$ 19,500.00		\$ 19,500.00
DIV 3	CONCRETE (& MASONRY)						
	New Concrete Complete (Sidewalks, Slabs & Footings) <i>Approx. 13,500 SF Flatwork (4")</i>				\$ 50,150.00		\$ 50,150.00
	Structural Concrete - Specialty Footings				\$ 7,375.00		\$ 7,375.00
	Pre-Cast Concrete Bases (Monuments & Walls) - Installed				\$ 15,300.00		\$ 15,300.00
	Granite with Laser Etching, Installed (Thin Set or Similar) <i>50 ea. 3' x 3' x 1.25" (3 - 5 month lead time)</i>				\$ 69,960.00		\$ 69,960.00
DIV 16	ELECTRICAL						
	Electrical Complete (Incl. Conduit for Future Use)				\$ 15,218.00		\$ 15,218.00
							\$ 299,491.00

GENERAL LIABILITY INSURANCE	0.0041	\$1,227.91
BUILDERS RISK INSURANCE	0.0100	\$2,994.91
PAYMENT & PERFORMANCE BOND	0.0300	\$8,984.73
		<u>\$13,207.55</u>

SUBTOTAL CONSTRUCTION COSTS		<u>\$312,699</u>
PROFIT AND OVERHEAD	15%	\$46,905
CONTINGENCY	5%	\$15,635
TOTAL CONSTRUCTION COSTS		<u>\$375,238</u>

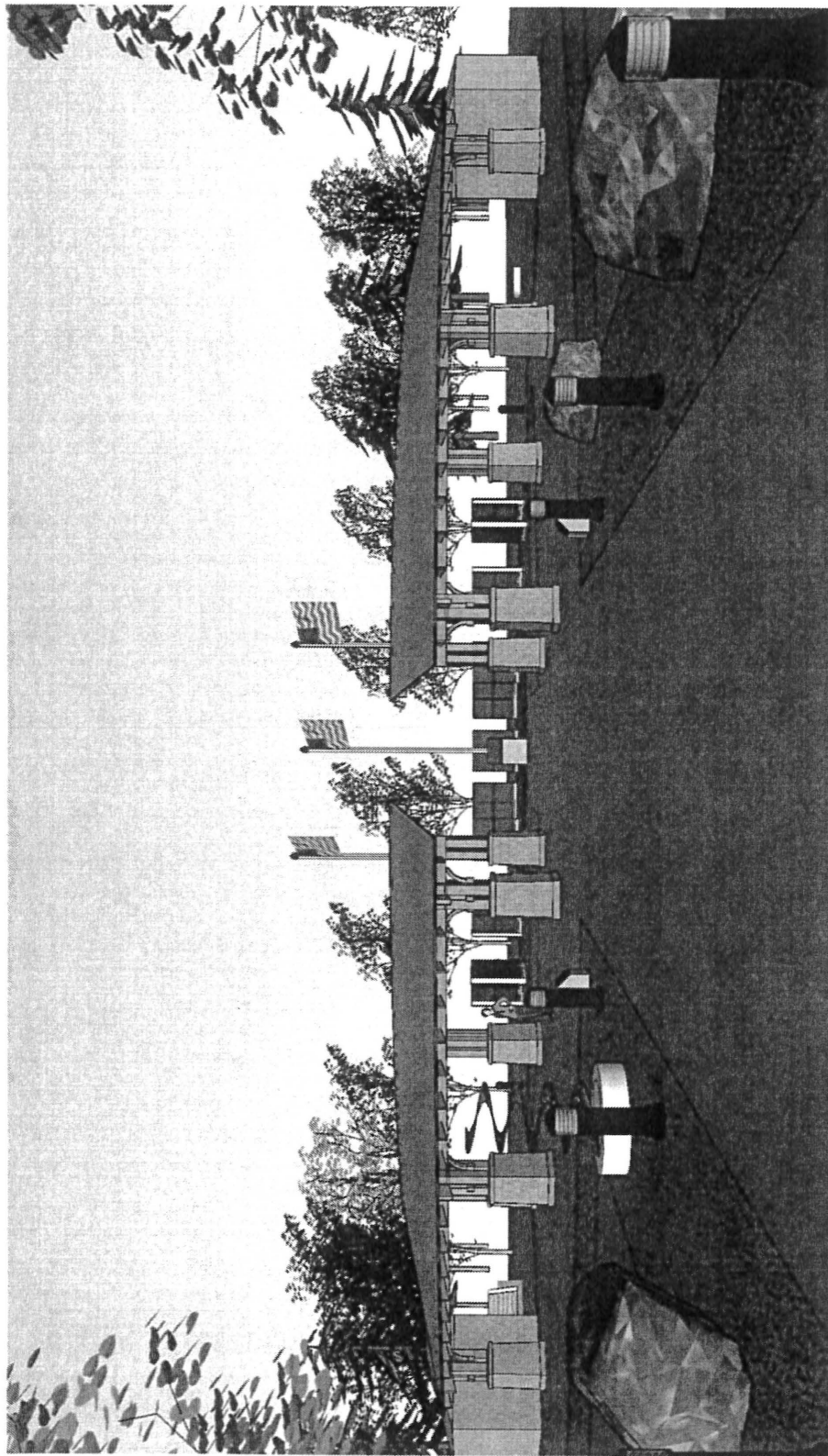
Veterans Wall of Honor Relocation Design

Concept Images



Veterans Wall of Honor Relocation Design

Concept Images

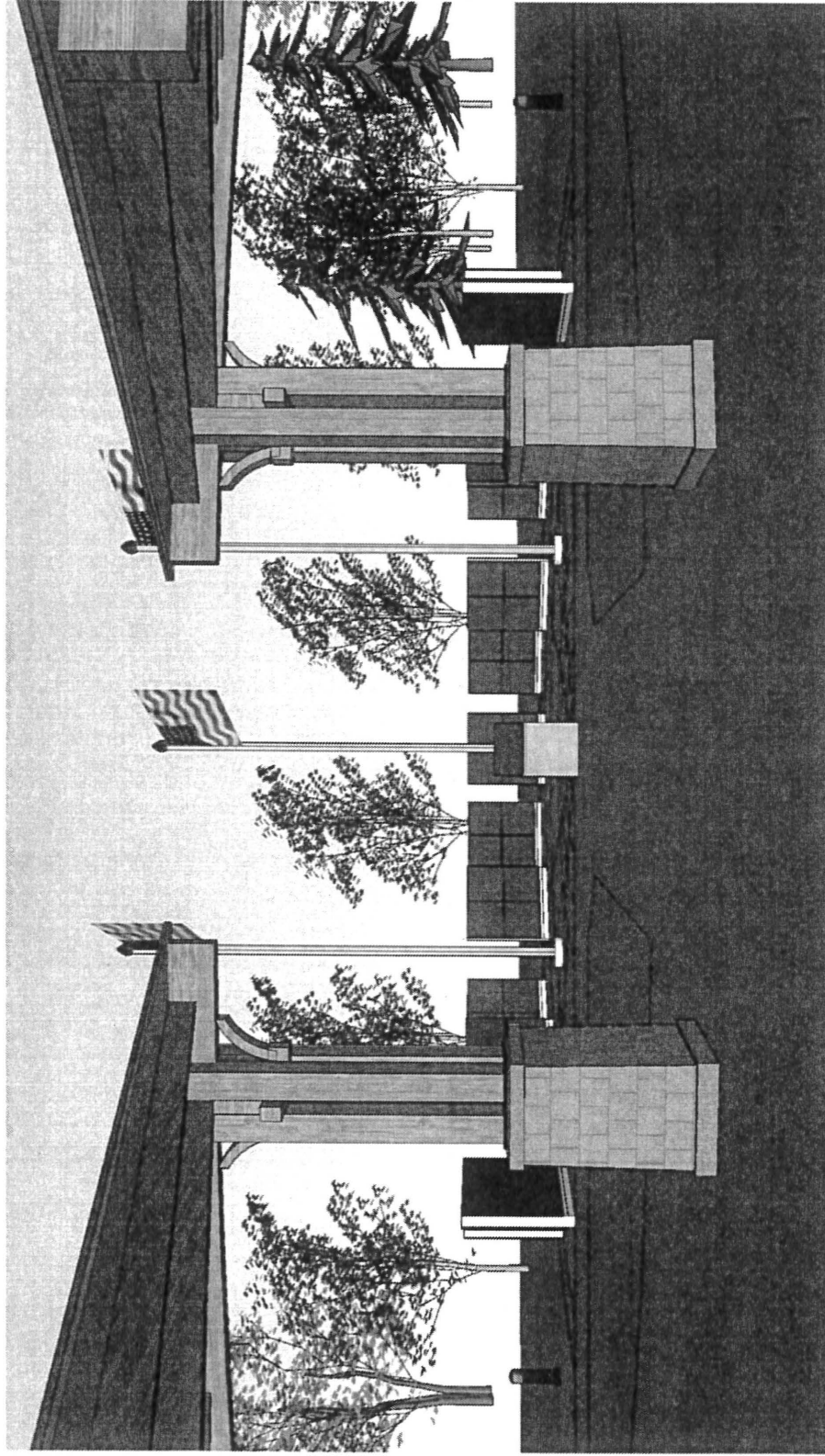


Life Architecture
COFFMAN ARCHITECTS

March 20, 2016 | Anchorage, Alaska | VETERANS WALL OF HONOR RELOCATION DESIGN | A | 03

Veterans Wall of Honor Relocation Design

Concept Images



MEMORANDUM OF AGREEMENT (MOA)

Between

MATANUSKA-SUSITNA BOROUGH

And

THE CITY OF WASILLA

This agreement is made and entered into by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **CITY OF WASILLA** (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein.

WHEREAS, the Borough has the authority to enter into this agreement with the Grantee to carry out the purposes contained herein; and

WHEREAS, the Grantee represents and warrants it has the legal capacity to enter into this agreement and carry out the purposes contained herein; and

WHEREAS, the Grantee is willing to comply with the terms and conditions of this agreement; and

WHEREAS, the Grantee 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

WHEREAS, the Borough provided funding for the design of the project and has a remaining balance which is intended to be spent on construction of the project; and

WHEREAS, all funds expended by the Grantee will be for materials, equipment, or services used in the completion of the project; and

WHEREAS, the Borough intends to transfer funding to the Grantee in the total sum of **\$79,220** to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibit "A"; and

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "funds" means the total sum of **\$79,220** made available to the Grantee by the Borough 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 City of Wasilla.

Section 2. Contract Documents.

A. The documents that make up this agreement between the Borough and the Grantee consist of the following:

1. This contract, titled Memorandum of Agreement,
2. 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 memorandum of agreement shall prevail, followed by the terms of Exhibit "A."

Section 3. Period of Performance. This contract shall become effective on the date of execution. The project must be completed in its entirety on or before December 31, 2018. This period of performance may be extended by the mutual agreement of both parties with the execution of an amendment to this agreement.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and budget set forth in Exhibit "A," which exhibit is incorporated herein by reference and made a part thereof.

Section 5. Payment terms.

A. Subject to the provisions of this agreement the Borough

shall pay to the Grantee the amount of the grant that is needed to perform the agreed upon scope of work as an advance.

Section 6. 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. A copy of this contract shall be attached thereto.

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 Borough has agreed to carry out a formal competitive bid process for the project. The Grantee shall not award a public construction contract involving the expenditure of funds unless the Borough's bidding process is complete.

D. 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 7. Operations and Maintenance. Except as otherwise provided in this agreement, the Grantee shall at all times, at its own expense, operate and maintain the project facilities for use by the general public.

Section 8. Audits, Financial Reports and Records.

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. Also, an audit by the Borough of the Grantee's expenditures of monies made available to the Grantee under this agreement and of transactions related to those expenditures may be performed one year and each year thereafter, following the execution of this agreement or after all funds have been expended, whichever occurs first.

C. The Grantee shall provide a semi-annual (twice yearly) report on a Borough approved reporting form (Exhibit "B"); and a Summary of Expenditures (Exhibit "C") detailing all expenditures of monies made available to the Grantee under this agreement and of transactions related to those expenditures as well as the progress that has been made during the reporting period. The reporting periods shall be July 1st through December 31st of 2018 and January 1st through June 30th of 2019. The reports shall be due no later than January 20th for the period July 1st through December 31st 2018 and July 20th for the period January 1st through June 30th 2019. The reports must be accompanied by copies of invoices and payment advices that match the Summary of Expenditures.

Section 9. Indemnification.

A. The Grantee shall indemnify, defend, 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 this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 10. Notice of Delays. The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting major agreement requirements. The notice shall be in writing, and include pertinent details of the delay provided, however, that this data shall be informational only in character, and that this provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

Section 11. Agreement Changes. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough can in writing determine what adjustments may be made and, in any case, such changes are subject to the approval of the Borough.

Section 12. Contract not Affected by Oral Agreement. Oral

statement of any person shall not modify or otherwise affect the 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 approval of the Borough.

Section 13. 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 14. Additional Work/Shortage of Funds. 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. Regardless of the availability of additional funds, or shortage of funds, Grantee remains obligated to complete the Scope of Work in Exhibit A.

Section 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. Integration. This agreement and any exhibits and amendments 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.

Section 22. Notices. Any notice required pertaining to the subject matter of the agreement shall be personally delivered or mailed by prepaid first-class mail to the following address:

Borough: Matanuska-Susitna Borough
Attn: Finance - Accounting
350 E Dahlia Avenue
Palmer, AK 99645

Grantee: City of Wasilla
Attn: Department of Public Works
290 E. Herning Avenue
Wasilla, AK 99654

Section 23. 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.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

Date: ___/___/___

Date: ___/___/___

Borough Manager

Authorized Representative

Attachments: Exhibit "A" - Scope of Work and Budget

BOROUGH USE ONLY		
Fund Verified: _____	_____ Signature	_____ Date

BOROUGH' S ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss
Third Judicial District)

On _____, 2018, John Moosey, Manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed the Memorandum of Agreement on behalf of the municipal corporation.

Notary Public for the
State of Alaska
My commission expires: _____

GRANTEE' S ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss
Third Judicial District)

On _____, 2018, _____,
authorized representative of the City of Wasilla appeared before me
_____ who is personally known to me
_____ whose identity I proved on the basis of

_____ whose identity I proved on the oath/affirmation of
_____, a credible witness.

And acknowledged before me that he/she signed the Memorandum of Agreement for the purposes stated therein.

Notary Public for the
State of Alaska
My commission expires: _____

EXHIBIT "A"

**VETERANS WALL RELOCATION PROJECT
MEMORANDUM OF AGREEMENT**

SCOPE OF WORK

Project Purpose and Description:

Relocate the Veterans Memorial Wall from its current location near the Mat-Su Regional Hospital to a City of Wasilla parcel planned to be the future location of new police station. Project will entail construction and construction assistance from the design firm.

PROJECT BUDGET

TOTAL PROJECT BUDGET

\$79,200

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 for reimbursement ask before committing to the expense.