

**CITY OF WASILLA  
ORDINANCE SERIAL NO. 11-07**

**AN ORDINANCE OF THE WASILLA CITY COUNCIL ACCEPTING AND APPROPRIATING \$228,992 IN FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING THROUGH THE ALASKA RAILROAD CORPORATION FOR THE WASILLA INTERMODAL FACILITY.**

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

**Section 2. Purpose.** To accept and appropriate \$228,992 in Federal Transit Administration Grant funding for the Wasilla Intermodal Facility. This funding is being made available through a Memorandum of Agreement with the Alaska Railroad Corporation.

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

Airport Train Station ARRC	330-4379-437.45-78	\$228,992
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**Section 4. Source of Funds.**

ARRC MOA Federal Funds	330-4300-331.31-44	\$228,992
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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 January 24, 2011.

  
VERNE E. RUPRIGHT, Mayor

ATTEST:

  
AMANDA E. CHARLES, Acting City Clerk

[SEAL]

VOTE: Harris, Holler, Katkus, Menard, Sullivan-Leonard and Woodruff in favor.







**CITY OF WASILLA  
LEGISLATION STAFF REPORT**

**ORDINANCE SERIAL No. 11-07: ACCEPTING AND APPROPRIATING \$228,992 IN FEDERAL TRANSIT ADMINISTRATION GRANT FUNDING THROUGH THE ALASKA RAILROAD CORPORATION FOR THE WASILLA INTERMODAL FACILITY.**

**Agenda of:** January 10, 2010  
**Originator:** Public Works Director

**Date:** December 27, 2010

Route to:	Department	Signature/Date
X	Public Works Director	 12/27/10
X	Finance Director	 12/27/10
X	Interim Deputy Administrator	
X	City Clerk	

**REVIEWED BY MAYOR VERNE E. RUPRIGHT:** 

**FISCAL IMPACT:**  yes \$228,992

**Account name/number:** Airport Train Station ARRC/330-4379-437.45-78

**Attachments:** ARRC Draft Memorandum of Agreement (6 pages)

**SUMMARY STATEMENT:** The Alaska Railroad recently contacted administration to offer Federal Transit Administration grant funding to the City that the Alaska Railroad Corp. is unable to use to put towards the Wasilla Intermodal Facility. This project is simply a train station at the Wasilla Airport. The City currently has approximately \$1.3 million in Federal and State grant funds for this project.

Accepting these funds requires \$50,701 in match funding. The City currently has excess match funding in a \$430,000 State grant appropriated for this project. The current minimum match needed for the City's federal funding is \$221,327; leaving \$208,673 of the State grant to match other federal funding such as this.

**STAFF RECOMMENDATION:** Approve the adoption of Ordinance Serial No. 11-07 which accepts and appropriates \$228,992 in Federal Transit Administration grant funding through the Alaska Railroad Corporation for the Wasilla Intermodal facility.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ALASKA RAILROAD CORPORATION  
AND THE  
CITY OF WASILLA  
REGARDING FUNDING FOR THE WASILLA INTERMODAL STATION PROJECT**

This Memorandum of Agreement (hereinafter referred to as "MOA"), effective on the date of the last signatory hereto, is made by and between the ALASKA RAILROAD CORPORATION (hereinafter referred to as the "ARRC"), acting by and through the Office of its President and the CITY OF WASILLA (hereinafter referred to as the "CITY"), acting by and through the Office of its Mayor.

ARTICLE I – BACKGROUND

The CITY received a grant (AK-03-0063) from the Federal Transit Administration ("FTA") for the purpose of providing federal funds for preliminary engineering and final design, environmental compliance and construction of the Wasilla Intermodal Station Project (hereinafter referred to as the "Project"). The CITY is in need of additional funds to complete the preliminary engineering and environmental documentation needed for the Project.

ARRC has leftover funds under two prior FTA grants, AK-03-0039 and AK-90-X043 (hereinafter referred to as the "ARRC Grants"), that FTA is amenable to ARRC making available to the CITY for completion of the preliminary engineering and environmental documentation for Project. The remaining FTA funds and local match requirements for said grants are as follows:

	Match Rate	Federal	Local	<i><b>Total</b></i>
AK-03-0039	20.00%	\$ 185,563.00	\$46,390.00	<i><b>\$231,953.00</b></i>
AK-90-X043	9.03%	\$ 43,429.00	\$ 4,311.00	<i><b>\$ 47,740.00</b></i>
<i><b>Total</b></i>		<i><b>\$ 228,992.00</b></i>	<i><b>\$50,701.00</b></i>	<i><b>\$279,693.00</b></i>

ARTICLE II – OBJECTIVE

ARRC and the CITY share a mutual desire to support and enhance the public transportation benefits to be derived by completion of the Project. ARRC recognizes that the CITY, by virtue of its existing FTA grant funding for the Project, is best positioned to accomplish the work necessary to complete the Project.

The primary objective of this MOA is to authorize the CITY to perform all work necessary to complete the preliminary engineering and environmental documentation for the Project and to be partially reimbursed for said costs in accordance with the terms of the ARRC Grants. It is mutually understood and agreed that the costs incurred by the CITY related to its performance under the terms and conditions of this MOA shall be paid solely from the federal funds remaining under the ARRC Grants and that the CITY

will be responsible for funding the applicable local match requirements required under said grants.

### ARTICLE III – SCOPE OF WORK

The CITY shall perform all work necessary to complete the preliminary engineering and environmental documentation for the Project (hereinafter referred to as the “Project Work”) in accordance with the terms of the ARRC Grants and this MOA.

### ARTICLE IV – STATEMENT OF RESPONSIBILITIES

A. The ARRC agrees as follows:

1. ARRC shall be responsible for administering the ARRC Grants in accordance with their terms and conditions.
2. ARRC shall distribute up to \$228,992 in FTA funds available under the ARRC Grants to the CITY to reimburse it for the federal share of reasonable costs incurred in performing the Project Work. All processes and reimbursements will be subject to the terms and conditions of the ARRC Grants.
3. The CITY’s billings to ARRC shall be based on actual invoiced expenditures for Project Work and reasonable related costs. ARRC shall reimburse the CITY on a monthly basis, based on actual documented expenditures. Said reimbursement will be for the federal share of such costs and the CITY shall be solely responsible for the local match share of such costs.
4. ARRC shall obtain FTA’s review and approval of this MOA.

B. The CITY agrees as follows:

1. Subject to available federal funding under the ARRC Grants, the CITY shall perform all Project Work in accordance with the terms of this MOA. The CITY shall contract with third parties for services and materials required for performance of the Project Work and administer said contracts. The CITY hereby certifies that it will comply with all FTA rules and regulations that are applicable to the contracts it issues for Project Work.
2. The CITY shall pay all invoices related to Project Work, including payment to contractors performing said work. The CITY shall provide copies of said invoices and proof of payment as documentation to ARRC as part of its request for reimbursement of Project costs.

3. The CITY shall submit detailed invoiced billings with appropriate back up documentation to ARRC on a monthly basis for all Project Work accomplished by the CITY and its contractors. The total reimbursement available to the CITY from ARRC shall not exceed \$228,992. The CITY will be responsible for funding the applicable local match requirements required under the ARRC Grants.
4. The CITY shall provide monthly reports to ARRC concerning the status and schedule of Project Work. The reports shall be provided to ARRC no later than the 15<sup>th</sup> day of the month following the month in which the Project Work was performed and shall contain information that is sufficient to enable ARRC to make timely and accurate reports to the FTA that are required under the ARRC Grants. The CITY shall also timely comply with its reporting requirements under its FTA grant for the Project.

C. The CITY and ARRC mutually agree as follows:

1. This MOA shall remain in force until the remaining FTA funds under the ARRC Grants are fully reimbursed to the CITY for Project Work, unless earlier terminated in accordance with this MOA.
2. This MOA may be extended or modified by mutual written agreement of the parties to accommodate Project Work needs.
3. Nothing in this MOA shall obligate either party to expend funds in excess of the amount remaining under the ARRC Grants. If additional funds are needed to complete the Project, the CITY agrees that it will be solely responsible for attempting to secure said funds from other federal, state, local and/or private sources.
4. Each party will be responsible for its own acts and the results thereof and neither party shall be responsible for the acts of the other party in violation of this MOA.
5. If legal action is undertaken against the Project, the CITY and/or ARRC as a result of activities under this MOA, the CITY will bear the costs of legal defense and settlements. Otherwise, each party agrees it will assume the risk and liability resulting in any manner from its own activities under this MOA.
6. Each party will comply with all laws, regulations, and FTA requirements applicable to the Project Work including, but not limited to executive orders relating to Equal Employment Opportunity and prohibition against discrimination.

7. Any provision in this MOA that conflicts with any law or regulation shall be automatically preempted by that law or regulation, and any provision found unconstitutional, unenforceable, void or voidable by any court shall not affect the remaining provisions of this MOA. The remaining provisions shall remain in full force and effect.
8. Each party shall comply with all applicable terms and conditions as contained within the ARRC Grants.
9. It is understood and agreed that this MOA is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this MOA.
10. This MOA shall be construed without consideration of which party drafted it and the rule that agreements are construed most strongly against the party drafting it shall not apply.
11. This MOA and its terms shall be interpreted under, and governed by, the laws and court decisions of the State of Alaska and the United States of America.
12. This MOA constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this MOA and supersedes all prior and contemporaneous understandings or agreements of the parties. This MOA may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this MOA by, nor is any party relying on, any representation, understanding, or agreement.

#### ARTICLE V – TERM OF AGREEMENT

This MOA will commence upon the date of the final signature of this document and shall remain in effect until the Project Work is completed or the federal funds available under the ARRC Grants are exhausted, whichever first occurs, unless earlier terminated as herein provided.

#### ARTICLE VI – TERMINATION

Either party may terminate this MOA in the event the CITY elects not to proceed with the Project. Upon such termination, the CITY shall not incur any new obligations for the Project and shall cancel as many outstanding obligations as possible. ARRC shall make any remaining funds under the ARRC Grants available to the CITY to pay for allowable expenses incurred before the effective date of such termination.

## ARTICLE VII – PROJECT OWNERSHIP

The CITY shall be the owner of the Project and upon completion shall assume all responsibility for operation and maintenance of thereof.

## ARTICLE VIII – KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. The key officials for ARRC and the CITY are:

A. For the ARRC:

Kathleen Rogge, Grants Management Officer  
Alaska Railroad Corporation  
P.O. Box 107500  
Anchorage, Alaska 99510-7500  
(907) 265-2433  
[roggek@akrr.com](mailto:roggek@akrr.com)

B. For the CITY:

Archie Giddings, P.E.  
Director of Public Works  
City of Wasilla  
290 E. Herning Avenue  
Wasilla, Alaska 99654  
(907) 373-9018  
[agiddings@ci.wasilla.ak.us](mailto:agiddings@ci.wasilla.ak.us)

- C. Communications – The parties to this MOA will address any communication regarding this MOA to the Key Officials listed above, or their respective designees.
- D. Changes in Key Officials – Neither party may make any permanent change in a Key Official without written notice to the other party thirty (30) days in advance of the proposed change.

## ARTICLE IX –SPECIAL PROVISIONS

- A. All actions under this MOA shall comply with all applicable state and federal laws and are subject to the terms and conditions of the ARRC Grants which are hereby incorporated by reference.

- B. No officer, employee or agent of the CITY or ARRC shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for the work to be performed in connection with the Project.
- C. The FTA and/or ARRC are not liable for damages and claims arising out of the work to be performed by the CITY in connection with the Project. The CITY, its successors and assigns, will protect, save, and hold harmless the FTA and/or ARRC and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the CITY, its contractors, assigns, agents, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this MOA. The CITY further agrees to defend the FTA, and/or ARRC and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this MOA. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the FTA and/or ARRC or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the FTA and/or ARRC and their agents or employees, and (b) the CITY, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the CITY, or the CITY's agents or employees.

IN WITNESS HEREOF, the parties hereto executed this MOA on the date(s) set forth below.

**ALASKA RAILROAD CORPORATION**

**CITY OF WASILLA**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Chris Aadnesen

Name:

Title: President and CEO

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Content and Form:

**FEDERAL TRANSIT ADMINISTRATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_