



	Approved	Denied
Action taken	6/10/02	
Other:		
Date of Council Action:		
Verified by: <i>A. Smith</i>		

**WASILLA CITY COUNCIL MEMORANDUM**

**CM No. 02-31**

**TITLE: Authorization for Tamarak Avenue Paving Agreement with the Matanuska-Susitna Borough.**

**COUNCIL MEETING DATE: June 10, 2002**

**ADMINISTRATION INITIAL: *SP***

**REQUESTED BY: Public Works**

**PREPARED BY: Public Works**

**Date Prepared: June 3, 2002**

**FISCAL IMPACT: YES**

If yes, amount requested: \$15,360      11-55-473-841-01

**SUMMARY STATEMENT:** The proposed agreement is attached and provides for the paving of Tamarak Avenue as a Borough Project, where the City contributes \$15,360. The agreement also transfers the maintenance and operation of Tamarak Avenue to the City.

**STAFF RECOMMENDED ACTION:** Council is requested to authorize the Tamarak Avenue Paving Agreement with the Matanuska-Susitna Borough.

**Attachments: Agreement**

TRANSFER OF RESPONSIBILITIES AGREEMENT  
BETWEEN THE  
CITY OF WASILLA  
AND THE  
MATANUSKA-SUSITNA BOROUGH

This Agreement, effective upon execution by the City of Wasilla (hereinafter called the City) and the Matanuska-Susitna Borough (hereinafter called the Municipality). The Municipality's coordinator for this Agreement is Tammy Clayton. The City's coordinator for this Agreement is \_\_\_\_\_. Each party agrees to notify the other party of any change in the coordinator. Whereas funds have been accepted by the City Council from the State of Alaska and the City Council has resolved to transfer these funds to the Municipality by Resolution 99-11, for the project described in Appendix A of the Agreement, and whereas the Municipality has accepted and appropriated these funds by MSB Ordinance Serial No. 99-155, and whereas the Municipality, by approving MSB Resolution Serial No. 99-059, has approved the scope of work and budget that allows the Municipality to assume responsibility for the planning, design or construction of the project described in Appendix A (hereinafter also referred to the project), the parties mutually agree as follows:

1. The Municipality agrees to assume all responsibilities heretofore held by the City relating to the planning and construction of the project described in Appendix A, which is hereby incorporated and made a part of this Agreement.
2. The Municipality agrees to comply with all applicable codes, statutes, and regulation of the City of Wasilla and the State of Alaska.
3. The City agrees to transfer the funds appropriated by the City for the project in the amount of **Fifteen Thousand, Three Hundred and Sixty Dollars (\$15,360)**. The City and the Municipality agree that any costs required to be incurred for the completion of this project in excess of the above amount will be paid by the Municipality.
4. The procedure to be followed by the Municipality to draw funds for the project are set out in Appendix B which is hereby incorporated and made a part of this Agreement.
5. The Municipality agrees to indemnify and hold harmless the City of Wasilla and its agents and employees from and against any and all claims, damages, losses, and expenses arising out the Municipality's assumption of the responsibilities for the construction of the project set forth and described in Appendix A.
6. The Municipality shall coordinate all regulatory agency reviews and obtain all necessary written approvals from the regulatory agencies.
7. The Municipality has the duty of providing for and overseeing all safety orders, precautions,

and programs necessary to ensure the reasonable safety for the construction of the project. In this connection, the Municipality shall take reasonable precautions for the safety of all project employees and all other persons whom the project might affect, and shall inspect all work and materials incorporated into the project, and all property and improvements on the construction site and adjacent thereto.

8. The Municipality shall submit a quarterly status and expenditure report to the City. The first report shall be due at the end of the quarter in which the agreement has been executed and subsequent reports shall be due every three months thereafter until project completion.
9. The Municipality, upon completion of the project, shall provide the City with the final expenditure report, certified by the Municipality, of all costs incurred in the accomplishment of the project.
10. **The Municipality shall notify the City \_\_\_\_\_ when the project has been completed. The City \_\_\_\_\_ shall inspect the project and sign off on the final acceptance.**
11. The City retains the right to audit the project any time within three (3) years upon written notice to the Municipality. All project records shall be maintained by the Municipality for three (3) years after the date of project acceptance.
12. Within sixty (60) days of the final audit report by the City or sixty (60) days after acceptance by the City that the Municipality has met the requirements of this Agreement, the Municipality will return the full amount of the grant, less legitimate project expenses, to the City of Wasilla.
13. **Responsibility for the maintenance and operation of the project shall be borne by the City.**
14. If, due to changed circumstances, the City or the Municipality wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interest to terminate this Agreement early, all finished or unfinished documents and other materials as described above shall, at the option of the City, become the City's property. If the Agreement is terminated as provided herein, the Municipality shall be reimbursed for those actual expenses not otherwise reimbursed under this Agreement which were incurred by the Municipality during the Agreement period and which are directly attributable to the Municipality's performance of this Agreement. The City shall also reimburse the Municipality in honoring convenience termination clauses in this Agreement with its contractors as long as these clauses conform to the standard convenience termination clause used by the City for similar type contracts.



APPENDIX A

1. Scope of Work:

This Agreement provides funding to the Municipality to accomplish paving of approximately one-half mile of Tamarak Avenue.

2. Estimated Cost:

Construction:	\$15,360
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3. Estimated Project Schedule:

Start of Construction:	May 2002
Construction Completion:	August 2002

APPENDIX B

Payment Schedule:

Payment due upon execution of agreement.