

WASILLA CITY COUNCIL INFORMATION MEMORANDUM

IM No. 99-80

SUBJECT: Appropriating funds for Construction of a Trailhead

REQUESTED BY: Wasilla Planning Office

PREPARED BY: Tim Krug, City Planner

DATE: July 27, 1999

FOR AGENDA OF: August 9, 1999

SUMMARY:

We have received a grant in the amount of \$10,844.00 from the State of Alaska, Department of Public Facilities to be used for Wasilla Recreation Staging. The grant agreement is attached.

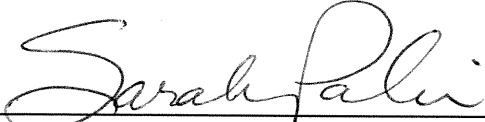
FISCAL IMPACT: X No Yes, amount requested: \$
Add additional funds to account

Fund: 11.486.7103

RECOMMENDED ACTION:

Approve Ordinance Serial No 99-38

MAYOR REVIEW/COMMENT:



Reviewed by: SARAH PALIN, Mayor

Attachments: DNR Grant Agreement CC10795161
Ordinance Serial Number 99-38

STATE OF ALASKA

TONY KNOWLES, GOVERNOR

3601 C STREET, SUITE 1200
ANCHORAGE, ALASKA 99503-5921
PHONE: 907-269-8700
FAX: 907-269-8907

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF PARKS AND OUTDOOR RECREATION

June 29, 1999

Tim Krug, City of Wasilla
290 E. Herning Avenue
Wasilla, AK 99654

Dear Tim:

Your Recreational Trails Grant Agreement is enclosed for your signature. Please review the agreement and all attachments before you sign. Under "**SIGNATURE BLOCKS**" on page 1, complete the section titled "Grantee" and return page one to the address in Article 4.2. Retain the rest of the enclosed material for future use. You will need to send us completed copies of Appendix D-1, D-2 & D-3 with each progress report and request for reimbursement.

When we receive your signed agreement, the Director will sign and send you a fully executed copy for your records. Our receipt of your signed grant agreement is your authorization to proceed. All authorized and documented expenditures on or after July 13, 1999 are eligible for reimbursement.

Reimbursements. Reimbursements may only be requested in June and January. You must present receipts for all expenditures for which you request reimbursement.

Match. You must keep accurate records so you can document your required match. Documentation of match, such as time sheets for donated labor and receipts for donated equipment, is also required to be submitted with your request for reimbursements.

Documentation of Assured Public Access. You must provide us with documentation from the land owner or land manager that the public is guaranteed access to your project for 5 years if the trail crosses private property, or for 10 years if the trail crosses public land. This documentation can be in the form of an easement or a letter of assurance from the land owner or land manager.

Thank you and good luck with your project. If you have any questions, please contact me at 269-8704.

Sincerely,



Ron Crenshaw, Administrator
Recreational Trails Grant Program

Cc: Linda Padie, Grants Section

Enclosures

State of Alaska
Department of Natural Resources
Division of Parks and Outdoor Recreation
Recreational Trails Grant Agreement

This grant agreement is between the State of Alaska, Division of Parks & Outdoor Recreation, **HEREAFTER, THE STATE, AND, CITY OF WASILLA, HEREAFTER, THE GRANTEE**

Grantee's Mailing Address: 290 E. Herning Ave. Wasilla, Ak. 99654

Article 1 Appendices: Appendices referred to in this agreement and attached to it are considered part of it.

Article 2 Performance of Services:

- 2.1 Appendix A General Provisions, Articles 1 through 29 and AS 37.05.316 govern the performance of service under this agreement.
- 2.2 Appendix B contains the description of the project to be performed by the Grantee.
- 2.3 Appendix C sets forth the periodic reporting requirements.
- 2.4 Appendix D sets forth the requirements for requesting reimbursement.

Article 3 Period of Performance: The period of performance of the grant agreement begins July 13, 1999 and ends July 13, 2001.

Article 4 Consideration:

- 4.1 In full consideration of the Grantee's performance under this grant agreement, the State shall reimburse the Grantee a sum not to exceed \$ 10,844 in accordance with the provisions of Appendix D.
- 4.2 When billing the State, the Grantee shall refer to Project Number CC10795161 and send the request for reimbursement to Department of Natural Resources, Division of Parks & Outdoor Recreation, 3601 "C" Street, Suite 1200, Anchorage, AK 99503-5921.

SPECIAL NOTES:

SIGNATURE BLOCKS	FOR DNR USE ONLY
<i>GRANTEE</i>	<i>GRANT TRACKING DATA</i>
Organization or Agency:	AWD
Signature: _____ Date: _____	UWA
Printed Name & Title:	Authority
Tax ID# or SSN:	
<i>ADMINISTERING AGENCY</i>	Encumbrance No.:
DNR, Division of Parks & Outdoor Recreation	Project No.: 10795161/10795116
Signature: _____ Date: _____	Project Title: Winter Recreation Staging
Printed Name & Title: Jim Stratton, Director	

APPENDIX A

RECREATIONAL TRAILS FUND GRANT

STANDARD PROVISIONS

Article 1. Definitions. In this grant agreement, attachments and amendments, "Certifying Officer" means the person who signs this grant agreement on behalf of the Department and includes a successor or authorized representative.

Article 2. State Saved Harmless. The Grantee shall indemnify, save harmless, and defend the State, agents and employees from liability of any nature or kind, including costs and expenses, for or on account of any and all legal actions or claims of any character whatsoever resulting from injuries or damages sustained by any person or persons or property as a result of any error, omission or negligent act of the Grantee relating to its performance of this grant.

Article 3. Inspections and Retention of Records. The State may inspect, in the manner and at reasonable times it considers appropriate, all of the Grantees facilities, records and activities under this grant agreement.

Article 4. Disputes. Any dispute concerning a question of fact arising under this grant agreement which is not disposed of by mutual agreement, shall be decided without bias by the Certifying Officer. The decision shall be in writing and mailed or otherwise furnished to the Grantee. The decision of the Certifying Officer is final and conclusive, unless, within 30 days from the date of receipt of the decision, the Grantee mails or otherwise furnishes a written appeal addressed to the Commissioner of the Department. The Commissioner shall hear the appeal. The decision of the Commissioner is final and conclusive, unless it is fraudulent or not supported by substantial evidence. In any proceeding under this Article, the Grantee has a right to offer evidence in support of its appeal. Pending final decision of a dispute, the Grantee shall proceed with the performance of the grant agreement in accordance with the Certifying Officer's decision.

Article 5. Equal Employment Opportunity (EEO). The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on State funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical disability, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this grant

agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

Article 6. Termination. The Certifying Officer, by written notice, may terminate this grant agreement, in whole or in part, if it determines the grantee has violated any of the terms of the agreement. The State is liable only for payment in accordance with the provisions of this grant agreement for services rendered before the effective date of termination.

Article 7. No Assignment or Delegation. The Grantee may not assign or delegate this grant agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Certifying Officer.

Article 8. No Additional Work or Material. No claims will be allowed for services not specifically provided for in this grant agreement which are performed or furnished by the Grantee.

Article 9. Independent Grantee. The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the State in the performance of this agreement.

Article 10. Payment of Taxes. As a condition of this grant agreement, the Grantee shall pay all Federal, State and Local taxes incurred by the Grantee and shall require their payment by any contractor or any other persons in the performance of this agreement.

Article 11. Workers' Compensation Insurance. The Grantee shall provide and maintain workers' compensation insurance as required by AS 23.30 for all employees engaged in work under this grant agreement. The Grantee shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30.

Article 12. Insurance. The Grantee is responsible for obtaining any necessary liability insurance.

Article 13. Current Prevailing Rates of Wage and Employment Preference. Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee shall also require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 14. Budget Flexibility. Notwithstanding the provisions of Article 17, "Changes", the Grantee may revise the line item expenditures in the authorized project budget without a formal amendment to this agreement. Such revisions may include adjusting existing budget line items or the creation of new budget line items which are within the scope of the project. Budget revisions may not be used to increase any budget item for project administrative expenses.

Article 15. Governing Law. This grant agreement is governed by both Federal and State laws. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project have been obtained. The Grantee shall perform all aspects of this project in compliance with Federal Regulation CFR 49 Part 18 and all other appropriate laws and regulations.

The grantee should contact the state Division of Governmental Coordination (DGC) to determine what permits may be required. For projects in Southeast Alaska, the DGC can be contacted in Juneau by phone at (907) 465-3562, or by mail at P.O. Box 110030, Juneau, Alaska 99811. For projects in the rest of the state, the DGC can be contacted by phone in Anchorage at 269-7474, or by mail at 3601 C Street, Suite 370, Anchorage, Alaska 99503-2798.

For projects that include stream crossings, bridge construction, culvert installation, instream work, or activities within legislatively designated State Game Refuges, Critical Habitat Areas, or Sanctuaries, the grantee must contact the Alaska Department of Fish & Game. For projects in Southeast Alaska, contact the Southeast Regional Office Supervisor Lana Shea-Flanders, P.O. Box 240020, Douglas, AK 99824-0020. Phone 465-4290. For projects in Southcentral Alaska, contact the Southcentral Regional Office Supervisor Lance Transky, 333 Raspberry Road, Anchorage, AK 99518-1599. Phone 267-2342. For projects in Northern and Interior Alaska, contact the Northern and Interior Region Supervisor Al Ott, 1300 College Road, Fairbanks, AK 99701-1599. Phone 459-7289.

If prehistoric or historic sites or fossils are discovered as a result of or during trail installations, maintenance or improvements, all activities which would disturb such resources shall be stopped and measures taken to protect the site the Division of Parks and Outdoor Recreation, Office of History and Archaeology (269-8720) and the federal landowner (if applicable) shall be contacted immediately so that compliance with state and federal laws may begin.

Under the Alaska Historic Preservation Act (41.35.200) all burials are protected. If burials or human remains are found, all land altering activities that would disturb the burial or remains shall cease and measures taken to protect it in place. The Office of History and Archaeology, the federal agency archaeologist (if applicable), and the State Troopers are to be notified immediately.

Article 16. Officials not to Benefit. No member of, or delegate to, Congress or the Legislature, or officials or employees of the State or Federal government, may share any part of this grant or any benefit to arise from it.

Article 17. Changes. Any changes in the project scope will be attached and make part of this grant agreement by use of an Amendment. Any such Amendment must be dated and must be signed by both parties before the change is considered official and approved.

Article 18. Public Purposes. The Grantee agrees that the project shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical disability, sex, marital status, changes in marital status, pregnancy or parenthood.

Article 19. Site control. If the project involves the occupancy and use of real property, the grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 20. Operation and Maintenance. Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 21. Equipment Purchase and Use. Equipment purchased using grant funds may be used only for the purposes intended in this grant. The Grantee will be responsible for all maintenance and care of the equipment for the useful life of the equipment or 5 years whichever is shorter. If the Grantee is no longer using the equipment for the purposes of the grant, the state, at its option, may request the grantee refund to the state the current market value of the equipment, return the equipment, or transfer the equipment to another organization that will use it for the purposes originally intended in the grant.

Property receipts and other records will be retained by the Grantee on all equipment purchases and disposals for at least 3 years after project completion or equipment disposal.

Article 22. Procurement. The Grantee shall procure supplies, materials, equipment, and services in a manner that is fair and reasonable. The Grantee shall attempt to solicit at least three quotes when the purchase price for equipment or individual supply or material order is between \$1,000 and \$10,000. For equipment purchase other than approved in the grant, purchases of equipment over \$5,000 and which have a useful life greater than one year, must have federal approval prior to purchase.

Article 23. Assurance. The Grantee shall spend monies appropriated under this grant only for the purposes specified in this grant agreement.

Article 24. Reporting Requirements. The Grantee shall submit progress reports to the Department according to the schedule established in Appendix C of this grant agreement.

Article 25. Right to withhold Funds. The Department may withhold payments under this grant agreement for any violation of the provisions of this grant agreement.

Article 26. Lobbying. In accepting these funds, the Grantee agrees that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature.

Article 27. Audits. This grant is subject to 2AAC 45.010 single audit regulations for state grants. The grantee must comply with all provisions thereof. (This provision only applies to organizations receiving over \$100,000 from State grants.)

Article 28. Match Requirement. This is a federal matching grant which may be matched with cash, in-kind labor, donated material or donated equipment. This grant agreement requires that the grant amount be matched by an equal or greater amount by the grantee. Up to 95 percent of the required match may be from another federal source.

Article 29. Reimbursement. Reimbursement will not be permitted for any costs incurred prior to the beginning date appearing in Article 3 of the grant agreement. Nor will reimbursements be allowed for any expenditures occurring after the expiration date of the grant. Matching requirements are similarly constrained.

APPENDIX B

RECREATIONAL TRAILS FUND GRANT

PROJECT DESCRIPTION

Brief description of authorized project:

WASILLA RECREATION STAGING

Construct a cleared, grubbed and graveled staging area south of the Parks Highway, south of the railroad tracks to allow safe and practical access to the existing trail system for winter and summer recreationists.

APPENDIX C

RECREATIONAL TRAILS FUND GRANT

REPORTING REQUIREMENTS

Progress reports shall be provided by the Grantee to the Grant Administrator in January and June of each year until the project ends as specified in Article 3 of the grant agreement. Progress reports and requests for reimbursement shall be addressed to Alaska Division of Parks & Outdoor Recreation, 3601 "C" Street, Suite 1200, Anchorage, AK 99503-5921.

Please enclose photographs and other materials which will help the grant administrator verify progress on the project. Reports need not be lengthy so long as they are thorough.

**APPENDIX D-1
RECREATIONAL TRAILS FUND GRANT
REQUEST FOR REIMBURSEMENT**

Grantee is required to fill out and submit Appendices D-1, D-2 and D-3 when requesting reimbursement for work completed.

PROJECT NUMBER: _____.
 PROJECT TITLE: _____.
 AMOUNT REQUESTED THIS BILLING: \$ _____.
 PERIOD COVERED BY THIS REQUEST: FROM _____ TO _____.

NOTES ABOUT REIMBURSEMENT:

1. Expenses incurred prior to the effective date of this grant agreement, or after the expiration date of this agreement, may not be claimed for reimbursement.
2. Attach copies of receipts, accounting records, or cancelled checks for items being requested for reimbursement. Total amount of reimbursement request must equal receipts, accounting records or cancelled checks submitted.
3. Documentation of the match is required to be submitted with the reimbursement request and must equal or exceed the amount of the request.
4. IF THE ABOVE ITEMS ARE NOT ADHERED TO IT CAN CAUSE A DELAY IN PROCESSING YOUR PAYMENT.
5. The Grantee is entitled to reimbursement for work completed or expenditures made in accordance with the grant agreement only. Grantee may request two reimbursement payments, one in January and one in June, of each calendar year.

DATE	ITEMIZED & DOCUMENTED EXPENDITURES TO BE REIMBURSED FROM GRANT FUNDS (Attach receipts)	AMOUNT

APPENDIX D-2

RECREATIONAL TRAILS FUND GRANT

DESCRIPTION OF WORK ACCOMPLISHED

Please provide photo and other visual materials to backup your narrative description of the work you have accomplished to date. We rely heavily on your documented and reported accomplishments to supplement the site visits we may make.

**APPENDIX D-3
RECREATIONAL TRAILS FUND GRANT
RECORD OF IN KIND CONTRIBUTIONS**

Please provide a detailed record of all contributions that you are claiming as match on the forms below.

DONATED LABOR AND FUNDS		
DATE	EXPLANATION	HOURS

DONATED MATERIAL		
DATE	DESCRIPTION OF MATERIAL	VALUE

DONATED EQUIPMENT			
DATE	DESCRIPTION OF EQUIPMENT	HOURS	VALUE