



Borough Manager Correspondence
 (Not Including Legislation)
Routing Control Sheet

Subject: FY2019 Grant Agreement Mat-Su
Borough and Valley Community for Recycling Solutions

Route To:	Department/Office	Name	Initials	Date
1	Originator - Solid Waste Division Admin	Loralee Davidson	LD	6/18
2	Solid Waste Division Manager	Butch Shapiro	MS	6/18
3	Public Works Director	Terry Dolan	TDL	19 Jun 18
4	Solid Waste Admin	Loralee Davidson	LD	6/22/18
5	VCRS	Mollie Boyer	MB	6/22/18
6	Staff Accountant	Michael Newman	MTN	6-22-18
7	Finance Director	Cheyenne Heindel	CH	6/25/18
8	Law	Nicholas Spiropoulos	NS	6/25/18
9	Borough Manager	John Moosey	JM	6-26-18
10	Return to Originator	Loralee Davidson		

Notes:

- Ok for Deputy Borough Manager to sign if Borough Manager unavailable? _____
- Clerk Attest Needed? No
- Notary Needed? Yes

Comments:

GRANT AGREEMENT

Between

MATANUSKA-SUSITNA BOROUGH

And

VALLEY COMMUNITY FOR RECYCLING SOLUTIONS

This agreement is made and entered into this 25th day of June, 2018 by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **VALLEY COMMUNITY FOR RECYCLING SOLUTIONS** (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 open membership which encourages the participation of persons from all segments of the community; 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, all grant funds expended by the Grantee will be for materials, equipment, or services as outlined in Exhibits "A" and "B"; and

WHEREAS, the Borough has allocated the total sum of **\$75,000** as grant funds to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibits "A" and "B;" and

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "grant funds" means the total sum of \$75,000 made available to the Grantee by the Borough for the purposes stated in Exhibits "A" and "B."

B. The term "quarterly report" means a complete itemized description of the uses of the funds including, but not limited to, equipment and materials purchased or partially purchased with grant funds, labor paid or partially paid with grant funds, improvements paid with or partially paid with grant funds and any other use of the grant funds.

C. The term "Grantee" means the Valley Community for Recycling Solutions.

D. The term "Grantor" means the Matanuska-Susitna Borough.

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 Grant Agreement,
2. Scope of Work, labeled Exhibit "A," and
3. Budget, labeled Exhibit "B."

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 grant agreement shall prevail, followed by the terms of Exhibit "A," and Exhibit "B" in that order.

Section 3. Period of Performance. This contract shall become effective on the date of execution and shall expire on June 30, 2019.

Section 4. Scope of Work. The Grantee shall perform the work as set forth in Exhibit "A" and the scope of work and budget in Exhibit "B", which exhibits are incorporated herein by reference and made a part thereof.

Section 5. Payment: Schedule and Progress Report.

A. Subject to the provisions of this agreement the Borough shall pay to the Grantee actual expenses incurred as described in Exhibit "A". Unless otherwise agreed to in writing by the parties in advance, only those categories of expenses set out in Exhibit "B" may be reimbursed. Payments to the Grantee shall not exceed the grant funds that are available. Payments will be made not more frequently than quarterly based on invoices submitted to the Borough not later than the 10th day of any month. The Borough may approve more frequent payments if it determines request for such payment is appropriate.

B. The Grantee shall submit a Quarterly Progress report including statistics relevant to business transactions to include poundage or tonnage of collected categories of recyclables as well as those sold, a detailed description of itemized costs incurred, and a schedule of activities to be performed during the next quarter. Additionally, a monthly roll up of tonnages collected and tonnages sold will be provided to the Solid Waste Division Manager for inclusion in the Managers monthly activities report. (The roll up does not require break out by category.)

C. This grant is subject to and shall not exceed funds lawfully appropriated for its purpose.

Section 6. Award of Contracts by Grantee.

A. Any contract that the Grantee enters into involving the expenditure of grant 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. The Grantee shall not permit the involvement of a person with a financial or other private interest in the contractor or contract to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior to the contract award. "Conflict of Interest" is defined as in MSB 2.52.460, as applicable. The Borough shall not be liable for reimbursement to the Grantee for any contract awarded by the Grantee in violation of this subsection.

C. 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. Payment Conditions. Upon receipt of the statement of actual costs incurred by the Grantee to the Borough in accordance with the terms of this agreement, the Grantee shall submit such documentation as required to the Borough.

Section 8 Operations and Maintenance. Except as otherwise provided in this agreement, the Grantee shall at all times, operate and maintain the project facilities for use by the general public in accordance with the purposes of this project.

Section 9. Audits, Financial Reports and Records.

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of grant 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.

Section 10. Indemnification. The Grantee shall indemnify, hold harmless, and defend the Borough, its officers and employees, from and against any suit, action, claim, or liability arising out of any act, failure to act, error, or omission of the Grantee under this agreement, except for the sole negligence or willful misconduct of the Borough. "Grantee" and "Borough" as used within this section include the employees, agents, servants, or independent contractors or other contractors who are directly responsible, respectively, to each other.

Section 11. Agreement Changes. Modifications to the agreement must be incorporated by written amendments and executed by both parties. The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to the agreement. The Grantee is responsible for fulfilling the agreement until both the Grantee and the Borough determine what adjustments may be made and execute the changes in writing.

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. Termination and Default.

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.

B. Termination.

1. The Borough may terminate this agreement at any time for any reason or for no reason by giving thirty (30) days written notice to the Grantee of such termination, and specifying the effective date of such termination.

2. The Borough may terminate this agreement if the Grantee fails to fulfill any obligation under this agreement by giving written notice to the Grantee and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

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.

Section 14. 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 15. 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 16. 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 17. 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, marital status or physical disability and age.

Section 18. 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 19. 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 20. 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.

Section 21. Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Grantee : Valley Community for Recycling
Solutions _____
9465 E Chanlyut Circle
PO Box 876464
Wasilla, AK 99687
Attention: Mollie Boyer
Fax: _____

If to Borough : Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645
Attention: John Moosey
Fax: 907 861-8669

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

Fund Verified: 510-150-417-429-900

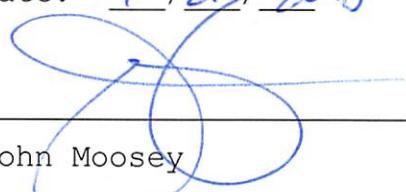
 6-22-18
Signature Date

MATANUSKA-SUSITNA BOROUGH

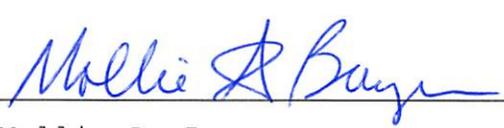
VALLEY COMMUNITY FOR RECYCLING
SOLUTIONS

Date: 06/20/2018

Date: 6/22/2018



John Moosey
Borough Manager



Mollie A. Boyer
Director

Attachments: Exhibit "A" - Scope of Work
Exhibit "B" - Project Budget