



MATANUSKA-SUSITNA BOROUGH

Department of Finance

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 745-4801 • Fax (907) 745-0886

www.matsugov.us

October 1, 2018

Big Lake Community Council

PO Box 520931

Big Lake, AK 99652

Dear Council:

Enclosed is the Memorandum of Agreement (MOA) between the Matanuska-Susitna Borough and the **Big Lake Community Council** for the FY2019 Neighborhood Watch Program. The agreement was authorized by the Matanuska-Susitna Borough Assembly with the adoption of Ordinance Serial No. 18-018.

The agreement needs to be signed by an authorized representative of the Big Lake Community Council, notarized, and returned to me by email at Eileen.Pickett@matsugov.us, hand delivered to the borough building, or sent by US Mail to:

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

Once we have received the original signed agreement, we will obtain the Borough Manager's signature and forward a copy of the signed agreement to you along with an advance payment for \$2,941.17, so that you can begin the work referenced in the agreement.

Please note the reporting requirement outlined in Section 7 (C) that states a final narrative report is due upon completion of the project, and the report must state the effectiveness of your program.

We look forward to working together with you on this project and please feel free to call me at (907) 861-8585 if you have any questions.

Sincerely,

Eileen Pickett

Eileen Pickett
Accountant

Providing Outstanding Borough Services to the Matanuska-Susitna Community.

MEMORANDUM OF AGREEMENT (MOA)

Between

MATANUSKA-SUSITNA BOROUGH

And

BIG LAKE COMMUNITY COUNCIL

TO SUPPORT NEIGHBORHOOD WATCH PROGRAMS AND CIVIL PATROLS

This agreement is made and entered into by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **BIG LAKE COMMUNITY COUNCIL** (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 funds expended by the Grantee will be for materials, equipment, or services used in the completion of the project; and

WHEREAS, the Borough has allocated the total sum of **\$2,941.17** 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 **\$2,941.17** made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

B. The term "Grantee" means the Big Lake Community Council(NAME) Community Council.

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, 2019. 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.

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 (MOA) and shall incorporate the terms of this contract (MOA) by reference. A copy of this contract (MOA) 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 Grantee shall not award a public construction contract involving the expenditure of funds unless a reasonable effort is made to obtain the price through a competitive process. No formal competitive bid procedure is required. The Grantee shall keep records of the contractors contacted and proposals received.

D. 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.

E. 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. 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. Upon completion, the grantee is required to submit a final narrative report to the Borough stating the effectiveness of their program.

Section 8. Indemnification.

A. The Grantee shall indemnify, defend, and 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 9. 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 10. 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 11. 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 12. Additional Work. 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.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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: Big Lake Community Council
PO Box 520931
Big Lake, AK 99652

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.

MATANUSKA-SUSITNA BOROUGH

BIG LAKE COMMUNITY COUNCIL

Date: ___/___/___

Date: ___/___/___

Borough Manager

Authorized Representative

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

BOROUGH USE ONLY		
Fund Verified: 475.000.000.449.500	<hr/>	
47053-1800-1801	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 Big Lake Community Council
personally 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"

**TO FISCAL YEAR 2019 MEMORANDUM OF AGREEMENT
NEIGHBORHOOD WATCH PROGRAM**

SCOPE OF WORK

Project Purpose and Description:

To support neighborhood watch programs and civil patrols.

PROJECT BUDGET

TOTAL PROJECT BUDGET	\$2,941.17
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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.