



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

This grant agreement is between the State of Alaska, Division of Parks and Outdoor Recreation, HEREFTER, THE STATE, AND, **Petersburg Borough**, HEREFTER, THE GRANTEE.

Grantee's Contact: **Donn Hayes** Phone: 907-772-3392
Grantee's e-mail address: dhayes@petersburgak.gov

Appendices: Appendices referred to herein, and those that are attached, are considered part of the agreement.

2. Performance of Services:

- 2.1 Appendix A General Provisions, Articles 1 through 32 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 budget restrictions.
- 2.5 Appendix E sets forth requirements for financial accounting and requesting reimbursement.

3. Period of Performance: The period of performance of the grant agreement begins **August 12, 2015** and ends **September 15, 2017**. Final progress and financial reports and documentation of expenditures must be submitted to the State by **October 15, 2017**.

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 **\$41,390** in accordance with the provisions of Appendices D and E.

SPECIAL NOTES: Match requirement is **\$10,438**

SIGNATURE BLOCKS		DNR GRANT TRACKING DATA
GRANTEE		PROJECT TITLE: Hungry Point Trail Extension
ORGANIZATION:		
PRINTED NAME and TITLE:		DUNS #
SIGNATURE:	DATE:	Single Audit Requirement for CFDA #20.219 Federal Funds may apply.
PHONE: (907)	TAX EIN: 92-6000142	
ADMINISTERING AGENCY: SIGNATURE OF CERTIFYING OFFICER		
DNR, DIVISION OF PARKS and OUTDOOR RECREATION		
PRINTED NAME: Jaime Walker, Chief of Grants and Administration		PROJECT NUMBER: 1079541100
SIGNATURE:	DATE:	

APPENDIX A 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 State 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. The Grantee shall retain property receipts and other grant records for at least 3 years after project completion or equipment disposal.

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 State of Alaska Department of Natural Resources. 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, including not

performing the requirements of the grant 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. A non-state Grantee and any agents and employees of a non-state 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 increase/decrease line item expenditures by a **maximum of 10%** in the authorized project budget (as submitted in approved grant proposal application, unless otherwise revised by the State, see "Special Stipulations" section) without a formal amendment to this agreement. Budget revisions may not be used to increase any budget item for project administrative expenses. All budget revisions must be within the project's scope, be documented, and be explained in the progress report due closest following the revision date.

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 all appropriate laws and regulations.

The grantee should contact the state Office of Project Management and Permitting (OPMP) to determine what permits may be required. For projects in Southeast Alaska, the OPMP can be contacted in Juneau by phone at (907) 465-3562. For projects in the rest of the state, the OPMP can be contacted by phone in Anchorage at (907) 269-7474.

If the project includes crossing a stream or installing a bridge, or is within legislatively designated State Game Refuges, Critical Habitat Areas, or Sanctuaries, you must contact the Alaska Department of Fish & Game. For projects in Southeast Alaska, contact the Southeast Regional Office by phone at (907) 257-0690. For projects in Southcentral Alaska, contact the Southcentral Regional Office by phone at (907) 269-8690. For projects in Northern and Interior Alaska, contact the Northern and Interior by phone at (907) 459-7281.

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

federal laws may be assured.

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 involved in this project, 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 made part of this grant agreement by use of an Amendment. Changes requested by the grantee in writing, if approved, will be made part of this grant agreement by use of an amendment. **Any such amendment must be dated and signed by the State before the change is considered official and approved.** Grantee will receive photocopies of any/all amendments.

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, gender, marital status, change in marital status, pregnancy or parenthood.

Article 19. Site control. If the project involves the occupancy or use of real property, the grantee must assure that it has the legal right to occupy or 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. Equipment purchased using grant funds is the property of the State of Alaska. 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 State 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 \$750,000 from State grants.)

Article 28. Payment. Subject to timely submission of progress reports, grantee will receive reimbursement for eligible expenses on a quarterly basis or at intervals chosen by the Grantee.

Article 29. Contact Names. The Grantee shall provide written notice and updates, when necessary, to the State identifying the primary person to contact on matters relating to this grant. The notice of change in contact must be signed by an authorized representative of the organization.

Article 30. Products Produced or Developed. If a Grantee produces or develops educational and/or safety materials as a result of this grant, the materials become the property of the State of Alaska and shall be used at DPOR discretion. Therefore, materials and curriculum developed as a result of this grant must be submitted in electronic format to the Grant Administrator no later than the date specified for the final report.

Article 31. Recognition of the Division of Parks and Outdoor Recreation. The Grantee shall recognize the Division of Parks and Outdoor Recreation and the Recreational Trails Program in all promotional material associated with this grant-funded project. The Grantee shall display the Division's logo in any promotional materials.

APPENDIX B

PROJECT DESCRIPTION

TITLE: Hungry Point Trail Extension

DESCRIPTION: Petersburg Parks and Recreation with the partnership of the Petersburg Indian Association will construct 2100 linear feet by 4-foot wide elevated boardwalk trail allowing for ease of use and maintenance. Since this trail will be built upon muskeg we will use pilings and sills to build the elevated boardwalk. The materials will be purchased through a competitive local bid and all the construction will be handled through the Petersburg Indian Association. There will be a new open access point for additional users and will be open to cross country skiers during the winter months as snow is available.

This project's end date takes into consideration:

Extra time has been built into the schedule for two reasons:

The trail crew is new and a learning curve and training time are anticipated; and secondly the weather in Petersburg can include extremely heavy rains that make trail building very challenging. The estimated completion date of September 15, 2017 is based on the following schedule.

Anticipated Grant Executed: May 2016

Materials Purchased: Winter June 2016 (No trail work)

Mobilization: 2 weeks

Construction Staking: 2 days June 2016

Trail Construction: 9 weeks June/July/ August 2016

Bridge Construction: 6 weeks August/September 2016

No Winter Trail Work: October-April

Mobilization: 2 weeks May 2017

Construction Staking: 2 days May 2017

Trail Construction: 16 weeks May-September 2017

Close out trail work: 2 weeks September 2017

Grantee Performance Standards

In order to be compliant with 2 CFR 200.205 *Federal Awarding agency review of risk posed by applicants* as well as allow for the reviewers to use performance standards in their evaluations, these criteria will be evaluated and shared with all grant application reviewers to assist with the decision whether or not to fund a grantee in the future. The costs to the program for applicants that do not follow directions or perform to acceptable standards are significant. **The results include, but are not limited to, projects being de-obligated and future applications being denied.** Please take these seriously.

- Did the grantee organization submit a reimbursement request within the first 10 months of project authorization to avoid the FHWA "inactivity" list?
- Did the grantee organization submit their final reimbursement request no later than 30 days after their federally approved project end date?
- Were the reimbursement requests and associated attachments correctly calculated, complete, legible, and on time?
- Were project milestones met per the approved schedule?
- Did the grantee organization adhere to their approved budget and scope of work?

APPENDIX C REPORTING REQUIREMENTS

- Progress reports that provide a narrative description of work accomplished are due on a quarterly basis following the project start date.
- Quarters end on December 31, March 31, June 30, and September 30. Progress reports are due no later than the end of the next month – January 31, April 30, July 31, and October 31.
- The Grantee shall provide photographs and other visual materials to support the narrative description of work accomplished.
- **The Grantee shall submit a final project completion report within 30 days of the project's completion or no later than October 15, 2017**, whichever comes sooner. The final progress report shall include appropriate deliverables produced from this grant.
- The progress reports shall be submitted to the Grants Administrator by any of the following means:
 - E-mail: Steve.Neel@alaska.gov
 - Fax: (907) 269-8907
 - Phone: (907) 269-8709
 - US Postal Service or courier to: Recreational Trails Program,
Department of Natural Resources Division of Parks and Outdoor Recreation,
550 W. 7th Avenue, Suite 1380, Anchorage, AK 99501
- The format for progress reports is as follows:

PROGRESS REPORT

Project Number (collocation code): 1079541100

Project Title: Hungry Point Trail Extension

Period of performance: _____

Preparer's Signature

Printed Name

Date

APPENDIX D BUDGET

The approved budget for Grant #1079541100 **Hungry Point Trail Extension** is in a separate Excel document. There is an overall summary as well as individual tasks. Each task is broken down by number of days, and what kind of category it covers – such as labor, materials, equipment, and other. The total for each of these tasks is broken down by federal share and match, both in dollars and percentage.

The federal share of this grant is **\$41,390**. The match for this grant is **\$10,438**.

Adherence to the approved budget is critical. Below is a list of general rules for following the budget.

1. Do not exceed any line item by more than 10% without first contacting the Trails Program Coordinator or the Grants Administrator.
2. Please do not use grant funds for items not included on the approved budget.
3. Please do not “switch” items within a specific line item. For instance, if your approved budget calls for a motorized dirt carrier, do not change the item and buy a snowmobile or move the money to another line item.
4. Make sure you have **paid receipts**, not just invoices from a business or contractor.
5. Payroll must be supported by payroll records and timesheets.

Failure to follow these rules could result in a delay in getting reimbursed or no reimbursement at all.

APPENDIX E

FINANCIAL ACCOUNTING AND REQUESTING REIMBURSEMENT

- The Grantee shall keep records of all financial transactions in accordance with federal and state audit standards.
- The format for requesting reimbursement is provided on form Appendix E-1. The grantee may use additional sheets as necessary. The Grantee may request approval of an alternative reporting format.
- All requests for reimbursement shall be accompanied by with a progress report (see Appendix C).
- A request for reimbursement shall be submitted on a quarterly basis or as needed during the grant's period of performance. The Grantee shall submit a **FINAL** request for reimbursement **no later** than October 15, 2017. Reimbursements under \$500 are discouraged.
- The Grantee shall submit documentation of eligible expenses and proof of payment of these expenditures for expenses incurred during the reporting period. Documentation of eligible expenses may include an online audit trail, copies of invoices, receipts, payroll or labor reports, or other proof that complies with federal and state audit standards. Proof of payment of expenditures must include a copy of a credit card receipt, receipt showing cash payment, cancelled checks (both sides), bank statements, or other proof that complies with federal and state audit standards. A supplemental accounting record may accompany the Grantee's receipts and cancelled checks. **Invoices are not considered proof of payment.**
- This grant agreement requires matching funds of 20% of the total project cost or no less than **\$10,438**.
- The minimum match requirement must be met on each reimbursement request up to the amount of the request plus contributions before the reimbursement will be processed. To determine the required match, divide the total amount of the reimbursement request by 80% (this gives you the total project cost for the period) and multiply this figure by 20%.

For example, if a request for a \$1,200 reimbursement is made, the minimum required match would be determined as follows:

$$\text{Requested Reimbursement Amount (TPC)} \times 20.34\% = \text{Minimum required match}$$

$$(\$1,200 / 80\%) = \$1,500 \text{ (TPC)}, \$1,500 \times 20\% = \$300 \text{ (Minimum Required Match)}$$

- The format for reporting required matching contributions is provided on form D - 3. The grantee shall provide documentation for matching contributions similar to the documentation required for grant reimbursements. The Grantee may request approval of an alternative format for reporting matching contributions.

- The Grantee is entitled to payment for work completed or expenditures made in accordance with the grant agreement only.
- IF THE ABOVE ITEMS ARE NOT ADHERED TO, A DELAY IN PROCESSING PAYMENTS CAN RESULT.
- Requests for reimbursement shall be submitted to the Grants Administrator by any of the following means:
 - E-mail: Steve.Neel@alaska.gov
 - Fax: (907) 269-8907
 - Phone: (907) 269-8709
 - US Postal Service or courier to: Recreational Trails Program,
Department of Natural Resources Division of Parks and Outdoor Recreation,
550 W. 7th Avenue, Suite 1380, Anchorage, AK 99501

APPENDIX E -1

REQUEST FOR REIMBURSEMENT FORM

Project Number: 1079541100

Project Title: Hungry Point Trail Extension

Period of performance covered by this request: _____

Amount expended: \$ _____

Person to contact about this submittal: _____

Phone/email: _____ / _____

[illegible]

Preparer's Signature

Printed Name

Date

APPENDIX D-3.
RECORD OF MATCHING CONTRIBUTIONS

[illegible]

Preparer's Signature

Printed Name

Date _____

Acknowledgment of Grant Requirements

I, _____, acting on behalf of, or as the certifying officer for, _____, acknowledge that I have read and understand the terms and conditions of this grant agreement and that no changes or alterations to the agreement will be permitted unless first approved in writing from either the State Trails Coordinator (907)269-8699 or the Grants Administrator (907)269-8709.

Failure to follow the terms and conditions of the grant agreement may result in failure to be reimbursed for expenses and deobligation of remaining funds.

Signature(s):

_____ (certifying officer)

_____ (if needed)

_____ (if needed)