



**State of Alaska Department of Natural Resources
Division of Parks and Outdoor Recreation
Snowmachine Trail Program Grant Agreement**

Project Title: _____ Project Number: _____
 Grooming Pool Location: _____
 Organization Name: _____ Tax EIN: _____
 Point of Contact Name: _____ Address: _____
 Point of Contact Phone: _____
 Point of Contact Email Address: _____

Performance of Standards: Appendices referred to herein and attached are considered part of the agreement.

Appendix A – General Provisions:	Outlines general provisions, Articles 1 through 34 and AS 37.05.316 govern the performance of service under this agreement.
Appendix B – Project Description:	Sets forth project reporting requirements.
Appendix C – Progress Reporting and Requesting Reimbursement Requirements:	Sets forth financial accounting and requesting reimbursement requirements.

Period of Performance:

Project Commencement Date: _____
 Project End Date: _____
 Final Report and Reimbursement Request Due Date: _____

Project Funding:

In full consideration of the Grantee’s performance under this grant agreement, the State shall reimburse the Grantee a sum **up to and not to exceed** the awarded amount.

Award \$ _____

By signing this grant agreement, both parties acknowledge that they have read and understand the terms and conditions of this grant agreement and that no changes or alternations to the agreement will be permitted unless first approved in writing from the Division of Parks and Outdoor Recreation, Grants Administration Section. Failure to follow the terms and conditions of the grant agreement may result in failure to be reimbursed for expenses and de-obligation of remaining funds.

Grantee

Administering Agency

Signature _____ Date _____
 Printed Name: _____
 Title: _____
 Phone: _____
 Email Address: _____

Signature _____ Date _____
 Printed Name: Joel Del Rosario
 Title: Administrative Operations Manager
 Phone: (907) 269 – 8700
 Email Address: Parks.RTPGrantApp@alaska.gov



Appendix A General 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 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. Notwithstanding the provisions of Article 17 **Changes**, the Grantee must adhere to the approved budget as noted in this grant agreement. If the Grantee wishes to request a budget adjustment, the Grantee must submit a request to the Grant Administration. The Grant Administration must approve of budget adjustment PRIOR to the Grantee charging costs or expenditures. The adjustment cannot exceed the total amount indicated in this grant agreement.

Article 15. Governing Law. This grant agreement is governed by 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.

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 solicit at least three quotes when the purchase price for equipment or individual supply or material order is \$1,500.00 or greater.

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 2 AAC 45.010 single audit regulations for state grants. If the State outlines in this grant agreement, this grant may also have additional conditions imposed. The grantee must comply with all provisions thereof.

Article 28. Payment. Subject to timely submission of progress reports, grantee will receive reimbursement for eligible expenses within 30 days of the Grants Administration approving the Grantee's request for reimbursement. Reimbursement will not be permitted for any expenditures occurring outside of the grant's period of performance, either before the project commencement date or after the project end date.



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 in all promotional material associated with this grant-funded project. The Grantee shall display the Division's logo in any promotional materials.

Article 32. Alcohol and Drug-Free Workplace. The Grantee shall comply with the Drug-Free Workplace Act of 1988 (Sec. 5152-5160, P.L. 100-690) and provide an alcohol and drug-free workplace.

Article 33. Trail Grooming Times. This program strongly recommends trail grooming during weekdays, and to avoid trail grooming during weekends. It is recommended that trail grooming is conducted Tuesday through Thursday, or during night hours unless extenuating circumstances can be documented. This mitigated conflicts with trail users and helps to ensure optimal trail conditions.

Article 34. Grants Administration. The Grantee shall contact the Grants Administration if they have any questions or concerns regarding the approved Grant Agreement, Project Reporting Requirements, or Financial Accounting and Requesting Reimbursement Requirements.

Natalya V. Fomina
Grants Administrator II
Phone: (907) 269-8733
E-mail: Parks.RTPGrantApp@alaska.gov



Appendix C Progress Reporting and Requesting Reimbursement Requirements

The Grantee shall provide a Progress Report [Appendix C-1] and Request for Reimbursement [Appendix C-2]. Both forms may be submitted following the approved project start date, either monthly, quarterly, or at the end of the grooming season, depending on the grantee's preference, but **no sooner than on a monthly basis.**

Adherence to the approved grant agreement budget is mandatory. Expenses that are not outlined on the approved Budget Workbook will not be allowed for reimbursement. Reimbursement may not exceed the amount indicated in this grant agreement.

The following is a list of general rules for following the approved budget:

1. The Grantee is entitled to payment for work completed or expenditures made in accordance with the grant agreement only.
2. Expenses incurred outside of the grant's period of performance, either before the project commencement date or after the project end date, are not eligible for reimbursement.
3. The Grantee shall keep records of all financial transactions in accordance with state audit standards, as outlined in Article 3 *Inspections and Retention of Records* and Article 21 *Equipment Purchase and Use*.
4. The Grantee shall submit documentation of eligible expenses and proof of payment of approved expenditures for expenses incurred during the reporting period.

The following is a list of acceptable documents to fulfill this requirement:

- Timesheets/Labor Reports/Payroll Reports,
- Copies of invoices,
- Copies of receipts,
- Copies of canceled checks (both sides),
- Copies of bank statements,
- Online Audit Trail documentation,
- Or other proof that complies with state audit standards.

Progress Reports [Appendix C-1] and Requests for Reimbursement [Appendix C-2] shall be submitted to the Grants Administrator by any of the following means:

- E-mail: Parks.RTPGrantApp@alaska.gov
- Fax: (907) 269-8907
- US Postal Service or courier to:
Department of Natural Resources
Division of Parks and Outdoor Recreation
ATTN: Snowmachine Trail Grant Program
550 W. 7th Avenue, Suite 1380
Anchorage, AK 99501



Appendix C-1 Progress Report

Project Title: _____
Project Number: _____
Period of Performance: _____
 (MM/DD/YYYY – MM/DD/YYYY) _____

Describe the progress of this project by completing the following table for this period of performance:

Date of Grooming (MM/DD/YYYY)	Official and Alternate Trail Name(s) of All Trails Groomed	Total Miles Groomed (to the nearest 1/10)	Number of Passes Made	Number of Hours Spent Grooming

Total Miles Groomed:

Required Attachments: Photographs, with digital time stamp, of each groomed trail listed above, and any other visual materials to support the narrative description of work accomplished.



Appendix C-2 Request for Reimbursement

Project Title: _____
Project Number: _____
Period of Performance: _____
 (MM/DD/YYYY – MM/DD/YYYY) _____

Describe the expenditures for this project by completing the following table for this period of performance:

Date of Expenditure (MM/DD/YYYY)	Description of Expenditure	Amount \$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

Amount Requested for this Reimbursement Request \$:

Grantee

Signature _____ Date _____
 Printed Name: _____
 Phone: _____
 Email Address: _____

Required Attachments: Progress Report [Appendix C-1]