**MATANUSKA-SUSITNA BOROUGH**

**OPIOID REMEDIATION TRAINING AND EDUCATION**

**GRANT AGREEMENT**

With: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Remediation Category: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability, and age; and

NOW, THEREFORE, the parties agree as follows:

**Section 1. Definitions.** In this Agreement:

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

1. “Borough” means the Matanuska-Susitna Borough.
2. “Borough funds” means all money obtained by the Grantee from or through the Borough under this agreement.
3. “Grantee” means \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Section 2. Contract Documents.**

1. The documents which make up this Agreement between the Borough and the Grantee consist of:
   1. This agreement, titled Opioid Remediation Training and Education Grant Agreement.
   2. National Opioid Settlement agreements found at <https://nationalopioidsettlement.com/>
   3. Insurance Requirements, labeled Exhibit A.

**Section 3. Period of Performance.** This agreement shall become effective   
July 1, 2024. Performance of all duties and responsibilities of the Grantee shall be completed by December 31, 2025.

**Section 4. Scope of Work.** The Grantee shall

The Grantee shall [ INSERT SCOPE OF WORK FROM GRANT APPLICATION]

**Section 5. Payment Schedule.**

A. Subject to the provisions of this Agreement, the Borough shall pay the amount of $\_\_\_\_\_\_\_\_\_, as an advance upon final execution of this agreement.

B. This grant is subject to and shall not exceed funds lawfully appropriated for its purpose. The Assembly may, at its sole discretion, reduce the appropriated funds hereunder by lawful means.

**Section 6. Award of Contracts by Grantee.**

A. 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. The Borough shall not be liable for reimbursement to the Grantee for any contract awarded by the Grantee in violation of this subsection.

B. 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. Progress Report.** The Grantee shall submit annual progress and financial reports, due NO LATER THAN January 15th of each year, and covering work completed during the following periods:

* + - * 1. Grant award through December 31, 2024;
        2. January 1 – December 31, 2025; and
        3. A Final progress and financial report when the training and education as described in Section 3 is completed at any time during the period of performance. This Report will be marked FINAL and include all necessary documentation of expenses. If completed prior to the end of either the reporting period described in A) or B) above, then it will replace one or both of those required reports.

**Section 8. Review and Compliance.** The project(s) for which this funding is being provided will periodically be reviewed by the Borough for compliance with this Agreement. A final review will take place upon completion of the contract duties of the Grantee. Should inspection reveal non-compliance with this Agreement, the Grantee will be solely responsible for bringing the project into full compliance. Any grant funding not used in compliance with the terms and conditions of this Agreement or used unlawfully shall be returned to the Borough forthwith.

**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.Defense and 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 or Grantee’s officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform under the Grant 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 to the extent the Grantee and Borough agree, or a court determines, such damages or claim was as a result from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by a court of competent jurisdiction, the remainder of the clause remains enforceable.

C. The provisions of this clause survive termination or expiration of this Grant Agreement.

**SECTION 11. Insurance**

A. The Grantee shall provide and maintain Insurance, with the applicable Coverage and Limits as described in Exhibit A and shall submit proof of insurance in a form acceptable to the Borough.

**Section 12. Notice of Delays and Notices.** The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting major Agreement requirements. The notice shall be in writing and include pertinent details of the delay. This provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

Any notice required pertaining to the subject matter of this agreement shall be emailed, personally delivered, or mailed by prepaid first-class mail to the following address:

Borough: Matanuska-Susitna Borough

Attn: Grants Coordinator

350 E Dahlia Avenue

Palmer, AK 99645

Grantee: INSERT GRANTEE INFORMATION

**Section 13. 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 14. 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 15. 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 thirty (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.

**Section 16. Other Grants.** In the event grant funds are used for the purpose of providing "matching" funds required in connection with any other project, facility or service of the Grantee supported by other federal, state, or local monies, those grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this Agreement.

**Section 17. 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 at Palmer. The Law of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

**Section 18. 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 19. 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 20. 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 21. 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 22. 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.

**BOROUGH USE ONLY**

Fund Verified: [ENTER FUNDING SOURCE INFORMATION] $0.00

TOTAL $0.00

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Signature Date

MATANUSKA-SUSITNA BOROUGH

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Mike Brown

Borough Manager

Date: Date: