MATANUSKA-SUSITNA BOROUGH INFORMATION MEMORANDUM IM No. 24-172

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO ACCEPT, APPROPRIATE AND APPROVE THE AMENDED BUDGET FOR ADDITIONAL DISASTER RELIEF FUNDS FOR THE 2022 JANUARY MAT-SU WINDSTORM DISASTER.

AGENDA OF:September 10, 2024

ASSEMBLY ACTION: Adopted without objection 10/01/24 - BJH

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	8/26/2024 X Tonya Loyer Signed by: Tonya Loyer
Department Director	8/27/2024 X Liesel Weiland for CH Signed by: Liesel Weiland
Finance Director	8/27/2024 X Liesel Weiland for CH Signed by: Liesel Weiland
Borough Attorney	8/27/2024 X Nicholas Spiropoulos Signed by: Nicholas Spiropoulos
Borough Manager	8/27/2024 X Michael Brown Signed by: Mike Brown
Borough Clerk	8/27/2024 X Lonnie McKechnie Signed by: Lonnie McKechnie

ATTACHMENT(S): Fiscal Note: YES
PW0016 Amendment 1 (11 pp)
Ordinance Serial No. 24-093 (2 pp)
Resolution Serial No. 24-092 (1 pp)

SUMMARY STATEMENT: Between January 1 and January 4, 2022, the Matanuska-Susitna Borough experienced a severe winter storm with straight-line winds. A Borough, State and Federal disaster declaration was issued on March 14, 2022. Allowed costs are eligible for 75% federal and 25% state funding assistance.

As a result of this disaster, several Project Worksheets (PWs) were formulated, and Obligating Award Documents (OADs) were

issued. It was discovered while providing supporting documents for reimbursement that many of the OADs had expenditures that were not accounted for. This amendment will accommodate the shortfall of $877.99 for PW0016.

RECOMMENDATION OF ADMINISTRATION: Respectfully request adoption of the legislation to accept, appropriate and approve the amended budget for additional disaster relief funds from FEMA and DHS&EM for the 2022 January Mat-Su Windstorms Disaster and approve the amended budget for Project No. 55030, Fund 445.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE
Agenda Date: September 10, 2024

SUBJECT: Accept, appropriate, and approve the amended budget for the 2022 January Mat-Su Windstorms Disaster; Fund 445 (Emergency/Disaster Capital Project), Project No. 55030.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED: $877.99	FUNDING SOURCE: Federal and State Funds
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 445.000.000.3xx.xxx	PROJECT # 55030-4400-44xx
VERIFIED BY: 8/27/2024 X Merissa Carrell Signed by: Merissa Carrell	

EXPENDITURES/REVENUES: **(Thousands of Dollars)**

OPERATING	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						
CAPITAL		0.9				
REVENUE						

FUNDING: **(Thousands of Dollars)**

General Fund						
State/Federal Funds		0.9				
Other						
TOTAL		0.9				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	8/27/2024 X Liesel Weiland Signed by: Liesel Weiland

IM No. 24-172
Ordinance Serial No. 24-093
Resolution Serial No. 24-092

State of Alaska
Department of Military and Veterans Affairs
Homeland Security & Emergency Management

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
Obligating Award Document for
Disaster - Public Assistance Presidentially Declared

FAIN: (Disaster Number) DR-4646-AK **CFDA No.** *97.036* ***Date of Disaster Declaration*** 03/14/2022

1.Project Worksheet #	2.Category	3. U.E.I. #	4. Award ☒ Amendment ☒	5. Employer Tax ID #
0016	E	QRK7LJ2Y3RJ1	Amendment Number 1	92-0030816

6. Subrecipient Name and Address	7. Issuing Office and Address
Matanuska Susitna Borough 350 E. Dahlia Ave Palmer, AK 99645	Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750 http://www.ready.alaska.gov
8. PW Obligation Date: 05/06/2024	Agency: Federal Emergency Management Agency (FEMA)

9. Purpose of Award/Amendment:

Cost Alignment (+ $877.99)

10. Grant Award and Terms and Conditions: *(see attached Grant Terms and Conditions)*

Total Approved Amount:	**$ 49,996.70**
Total Awarded Amount:	**$ 49,996.70**
Federal Share:	**$ 37,497.53**
State Share:	**$ 12,499.17**
Subrecipient Share:	**$ 0.00**

See attached: Approved PAGP Project Worksheet ***Grant Performance Period:*** **03/14/2022 through 09/14/2023**

11. Grant Requirements, Assurances and Agreements: *(see attached Grant Requirements, Assurances and Agreements)*
The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8[c]). Federal awarding agency is the Federal Emergency Management Agency (FEMA).

12. Project Award Title:

MSB Central Landfill

13. Subrecipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 7, within 30 days from the date in Block 17.

14. DHS&EM Project Manager **Printed Name of SPAO: Angela Lacina**	**Phone: (907) 428-7076** **Fax: (907) 428-7009** **Email: angela.lacina@alaska.gov**
15. Signature of Jurisdiction Project Manager **Printed Name: Casey Cook**	**Phone: 907-301-5411** **Fax:** **Email: casey.cook@matsugov.us**
16. Signature of Jurisdiction Chief Financial Officer **Printed Name: Cheyenne Heindel**	**Phone: 907-861-8630** **Fax:** **Email: cheyenne.heindel@matsugov.us**
17. Signature of Jurisdiction Signatory Official **Printed Name and Title: Mike Brown, Borough Manager**	**Date:** **Phone: 907-861-8689** **Fax:** **Email: mike.brown@matsugov.us**
18. DHS&EM Signatory Official **William A. Dennis** **Alternate Governor's Authorized Representative**	**Date: 5-16-24** **Phone: (907) 428-7000** **Fax: (907) 428-7009** **Email: bill.dennis@alaska.gov**

Turn over to complete instruction acknowledgement.

IM 24-172
OR 24-093
RS 24-092

Grant Award Instructions

As a subrecipient, you are only entitled to costs that are eligible. All eligible work must conform to the Scope of Work as specified in the applicable Project Worksheet (PW). Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

All Emergency Work PWs (Category A and B: "Emergency Work") must be complete six months from the date of the Disaster Declaration. All Permanent Work PWs (Categories C-G, "Permanent Work") must be complete 18 months from the date of the Disaster Declaration. If more time is required, contact your Division Representative before the associated deadline to request a Time Extension. Ample justification is required for approval of any Time Extension Request.

Please carefully review the Damage Description and Dimensions, Scope of Work, and Cost Estimate. If you do not agree with the PW as written, or determinations regarding project eligibility, Scope of Work, time limits, funding, or other determinations, an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this Award. Please attach all pertinent documentation supporting your appeal and mail to:

Bryan J. Fisher, Director
Division of Homeland Security
and Emergency Management
PO Box 5750
JBER, AK 99505

Failure to follow these guidelines will jeopardize project funds and may impact future disaster assistance. Additional PWs pending approval will be transmitted in future correspondence. Please review all PWs and ask us about pending PWs to ensure all damaged sites or facilities are identified.

As the Authorized Representative of the Matanuska Susitna Borough, I have reviewed these instructions and acknowledge our appeal rights and responsibilities under the Public Assistance Program.

Michael Brown, Borough Manager

Printed Name and Title of Authorized Representative

Signature

Date

IM 24-172
OR 24-093
RS 24-092

DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

DR-4646-AK	2022 January MatSu Wind Storms	0016
Disaster #	Title of Disaster	PW #

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and is eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug–free Workplace; Conflict of Interest, and Non–Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre–award, post–award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part §200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per *Executive Order 13166. The jurisdiction* will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The Clean Air Act and the Federal Water Pollution Control Act (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, subrecipients who collect Personally Identifiable Information (PII) are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

(F) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than $25,000.00 or fewer than 50 employees.

(G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

(H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
   2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
   http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2. Cost Principles
   2 CFR Part 200 Subpart E *Cost Principles*
   http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e

3. Audit Requirements
   2 CFR Part 200 *Subpart F Audit Requirements*
   http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f
   A. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
   B. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
   C. Subrecipients identified as either "overdue" or "non-compliant" by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
      1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient
      2. Subrecipient will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator
      3. Subrecipient will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.

4. DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
5. Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
6. Payments made in error to subrecipients that are either "overdue" or "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

4. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.

5. Mandatory Disclosures
2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.

6. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.

   Debarred/Suspended Vendors: As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:

   1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
   4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies

8. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles

9. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

10. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005–.030
www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac
Alaska Administrative Manual http://doa.alaska.gov/dof/manuals/aam/index.htm

We certify we have read, understood, and accept the Grant Requirements, and Assurances and Agreements, in accordance with this Award.

_____
Project Manager's Signature

_____
Chief Financial Officer's Signature

_____
Signatory Official's Signature

DR-4646-AK	2022 January MatSu Winter Storm	0016
Disaster #	Title of Disaster	PW #

CFDA Number 97.036
ASSURANCES AND AGREEMENTS

As a condition of receiving state disaster assistance, as indicated by the signature of the duly authorized representative of the applicant below, the applicant certifies and agrees as follows:

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. _____*Initials*

2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization may result in a loss of funding for the entire project.** _____*Initials*

3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items. _____*Initials*

4. **No Duplication of Assistance**. The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance. _____*Initials*

5. **Regularly Appropriated Monies**. If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds. _____*Initials*

6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. With respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement. _____*Initials*

7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010(a) and (b). _____*Initials*

IM 24-172
OR 24-093
RS 24-092

8. **Permitting.** The applicant agrees to obtain all necessary permits to accomplish the approved Project Worksheet scope of work. Permits of this nature **are** an eligible expense. _____*Initials*

9. **Lands Easements, Rights-of-way.** The applicant agrees to provide without cost to the State all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits. _____*Initials*

10. **% of Revenue from Federal Government and Highly Compensated Executives.**

A. The Applicant agrees to immediately notify the State if, in their business or organization's preceding completed fiscal year, its business or organization (the legal entity to which the DUNS number provided belongs) received (1) 80 percent or more of its annual gross revenues In U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements. _____*Initials*

B. The Applicant agrees to ensure the public has access to information about the compensation of the executives in the Applicant's business or organization (the legal entity to which the DUNS number provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. _____*Initials*

11. **Floodplain Management.** The applicant will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands _____*Initials*

12. **National Flood Insurance.** The applicant will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Statue. 975, and approved December 31, 1973. Section 102 (a) requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available is a condition for receiving any federal financial assistance for construction acquisition in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal Financial Assistance" includes forms of loans, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance. _____*Initials*

13. **Disaster Mitigation.** The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. **Failure to do so may result in a loss of funding for the entire project.** _____*Initials*

14. **Equal Opportunity Employment.** The applicant may not discriminate against any employee of applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital- status, changes in marital status, pregnancy or parenthood. _____*Initials*

15. **Wage Rates.** The applicant will comply with the applicable wage and hourly provisions of A.S. 36.05.010-110 (Alaska Little Davis-Bacon Act). _____*Initials*

16. **Audit Requirements.**

IM 24-172
OR 24-093
RS 24-092

A. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements. _____*Initials*

B. State: If the applicant is an entity that expends federal financial assistance totaling $750,000 or more during the entity's fiscal year, the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period. See 2 AAC 45.010. _____*Initials*

C. Federal and State: An On Behalf Of (OBO) Request is still considered a payment made through the subrecipient. The funds are counted towards State and/or Federal Single Audit Requirements _____*Initials*

17. **Barred/Suspended Vendors.** Ensuring contracted work or material purchases are not from state or federally barred sources or contractors. _____*Initials*

18. **FICA Exempt.** The applicant understands that under a State declaration of disaster emergency employees (temporary employees) hired for disaster projects are exempt from FICA withholding and that the employer is exempt from FICA contributions for these employees under 42 USC Section 410. _____*Initials*

19. **Grant Administration Procedures:** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran's Affairs, Division of Homeland Security and Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM. _____*Initials*

20. **Project Cost Eligibility.**

A. The eligibility of project costs to be paid by disaster assistance monies shall be determined by 44 Code of Federal Regulations (CFR) and related Federal Emergency Management Agency (FEMA) policies which are available on the FEMA website at www.fema.gov or in hard copy by request. _____*Initials*

B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing. _____*Initials*

C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid. _____*Initials*

21. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable State and local agencies for maintaining and operating such facility. _____*Initials*

22. **Project Standards.**

A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications. _____*Initials*

IM 24-172
OR 24-093
RS 24-092

B. The applicant will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and usable by the Physically Handicapped," Number A117.1-1961, as modified (41CFR §101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor. _____*Initials*

C. The applicant will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation. _____*Initials*

D. The applicant will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used in conformity with applicable codes, specifications and standards and take appropriate action to mitigate such hazards, including safe land use and construction practices. _____*Initials*

23. Project Completion Timelines Progress Reports. The applicant will commence work on the project within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that the project worksheet(s) have been approved and will ensure that work on the project proceeds to completion with reasonable diligence and in compliance with 44 CFR §206.204. The applicant will furnish quarterly progress reports for all large and small projects and any other reports as required by DHS&EM. _____*Initials*

A. The applicant must complete all work associated with the Project Worksheet. If work is not completed, the applicant will be required to return all State funding. _____*Initials*

B. Failure to submit required reports and documentation will result in deobligation of the Project worksheet, and the applicant will be required to return all State funding. _____*Initials*

C. The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. Failure to do so may result in a loss of funding for the entire project. _____*Initials*

D. The applicant has 90 days from the date the PW is 100% complete to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligible costs associated with the Project Worksheet(s). If the applicant does not provide the required documentation within the 90 day time limit, the State may de-obligate all remaining funds and close the Project Worksheet. _____*Initials*

24. Documentation. The State requires that applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet. See State Public Assistance Administrative Plan for details _____*Initials*

25. Retention and Access to Records. The applicant will give DHS&EM and the Federal Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant. _____*Initials*

IM 24-172
OR 24-093
RS 24-092

26. **State Right of Enforcement.** These assurances and agreements are given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursements, advances, contracts, property, discounts, or other disaster related financial assistance. The applicant acknowledges and agrees that such State financial assistance is extended in reliance on the representations and agreements made in this assurance and that the State shall have the right to seek judicial enforcement of these assurances and agreements. _____*Initials*

27. **Assurances and Agreements Binding on Applicant's Successors, Transferees, and Assignees:** These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees. _____*Initials*

28. **Waiver of Sovereign Immunity.** If the applicant is an entity that possesses sovereign immunity, it agrees that it shall be subject to suit for actions arising out of the project activities in the same manner, and to the same extent, as any person and shall not be immune nor exempt from any administrative or judicial process, sanction or judgment. If the applicant is an entity that possesses sovereign immunity and it has not been waived by statute, the applicant shall provide the Division of Homeland Security & Emergency Management with a resolution of its governing body waiving sovereign immunity. _____*Initials*

29. **Applicable Law.** This agreement is to be construed according to the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. _____*Initials*

30. **Hold Harmless.** The applicant agrees to indemnify and hold harmless the State of Alaska and the United States and their officers, agents, and employees from any and all claims, damages, losses and expenses, including attorney's fees and costs, arising directly or indirectly out of any aspect of the projects and funding set forth and described in this application. _____*Initials*

31. **Compliance with Laws.** The applicant agrees to comply with all federal, State and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to FEMA regulations, policies, guidelines and requirements, as applicable; OMB circulars A-95, A-102 and A-133; Section 311, PL 93-288 and Title VI of the Civil Rights Act of 1964; Title II and Title III or the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; the Hatch Act; and AS 36.25.010. Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements. _____*Initials*

32. **Nonwaiver.** The failure of the State at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereto or the right of the State to enforce each and every provision hereof. _____*Initials*

33. **Severability.** If any article, section, provision, or clause of this agreement should be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect as if such article, section, provision, or clause, or any part so adjudicated to be invalid had not been included herein. _____*Initials*

IM 24-172
OR 24-093
RS 24-092

34. **Project Worksheet (PW).** Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate. If you do not agree with the PW as written or determinations regarding project eligibility, scope of work, time limits, funding, or other determinations an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: *Director; Division of Homeland Security & Emergency Management; P.O. Box 5750; JBER, Alaska 99505*

_____ *Initials*

35. **Project Worksheet Category Time Limitations.** All Emergency Work PW's (Category A – Debris Removal and Category B – Emergency Protective Measures) work must be completed (6) six months from the date of the disaster declaration. All Permanent Work PW's (Category C through G) work must be completed 18 months from the date of the disaster declaration. If more time is required contact your Division representative before the associated deadline to request a time extension. Ample justification is required for approval of any time extension request.

_____ *Initials*

36. **Obligated Project Worksheet (PW).** Funds are available to reimburse eligible costs once required forms are signed and returned. As a sub-grantee, you are only entitled to costs that are eligible. All eligible work must conform to the scope of work as specified in the PW. Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work.

_____ *Initials*

37. **Amendments.** Amendments to approved project amounts, project scope, or to the other provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.**

_____ *Initials*

38. **Retention of Records.** The applicant agrees to retain records and supporting documentation for three years after closeout of their last Project Worksheet for this disaster.

_____ *Initials*

39. **Quarterly Reports**. DHS&EM Form 30-60 is required from the quarter of obligation until project is closed out.

_____ *Initials*

As the authorized representative of Matanuska-Susitna Borough

I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

Michael Brown, Borough Manager

Printed name and title of Authorized Representative

Signature Date

IM 24-172
OR 24-093
RS 24-092

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Military and Veterans Affairs
Division of Homeland Security and Emergency Management
P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

May 16, 2024

Mike Brown, Borough Manager
Matanuska Susitna Borough
350 E Dahlia Ave
Palmer, AK 99645

RE: Obligating Award Document Amendment – Cost Adjustment
Disaster: DR-4646-AK, 2022 January Mat-Su Winter Storm
Subrecipient: Matanuska Susitna Borough
PA ID: 170-006F3-00
Project Worksheet(s): 0016(1)

Mr. Brown:

Enclosed is the Amended Obligating Award Document(s) (OAD) for Project Worksheet(s) (PW) 0016(1) under DR-4646-AK, 2022 January Mat-Su Winter Storm the OAD reflects a cost adjustment due to the Net Small Project Overrun Appeal.

Please collect all required signatures and return the signed form to our office within two weeks of the date of receipt of this letter by mail or email.

Note the OAD form requires three subrecipient signatures on the front page plus one subrecipient signature on the back page.

No payments will be processed until we receive the signed form.

If you have any questions, please contact Angela Lacina at (907) 428-7076 or by email at angela.lacina@alaska.gov.

Sincerely,

William A. Dennis
Alternate Governor's Authorized Representative

Enclosure(s): Obligating Award Document Amendment #
PW 0016(1) FEMA Form 90-91

cc: Casey Cook, Emergency Manager
Tonya Loyer, Accountant

IM 24-172
OR 24-093
RS 24-092