

SUBJECT: ACCEPTING AND APPROPRIATING A CORONAVIRUS CAPITAL PROJECTS FUND GRANT FROM THE STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$8,000,000.00, APPROVING THE SCOPE OF WORK AND BUDGET, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT FOR THE MAT-SU FIRST RESPONDER TRAINING FACILITY PROJECT.

AGENDA OF: November 19, 2024

ASSEMBLY ACTION:

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	<div style="text-align: right;">11/14/2024</div> <p>X _____ Pamela Graham</p> <p><small>Signed by: Pamela Graham</small></p>
Department/Finance Director	<div style="text-align: right;">11/14/2024</div> <p>X _____ Cheyenne Heindel</p> <p><small>Signed by: Cheyenne Heindel</small></p>
Borough Attorney	<div style="text-align: right;">11/17/2024</div> <p>X _____ Nicholas Spiropoulos</p> <p><small>Signed by: Nicholas Spiropoulos</small></p>
Borough Manager	<div style="text-align: right;">11/17/2024</div> <p>X _____ Michael Brown</p> <p><small>Signed by: Mike Brown</small></p>
Borough Clerk	<div style="text-align: right;">11/18/2024</div> <p>X _____ Brenda J. Henry for</p> <p><small>Signed by: Brenda Henry</small></p>

ATTACHMENT (S) : Fiscal Note
 Grant Agreement (29 pages)
 Ordinance Serial No. 24-113 (2 pp)
 Resolution Serial No. 24-119 (2 pp)

SUMMARY STATEMENT: The Matanuska-Susitna Borough has received a grant in the amount of \$8,000,000.00 for the construction of the Mat-Su First Responders Training Facility (Station 3-9). The receipt of this grant will allow the construction to proceed as soon as the bid process is completed, with all work to be completed by December 31, 2026.

RECOMMENDATION OF ADMINISTRATION: Approve legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: November 19, 2024

SUBJECT: ACCEPTING AND APPROPRIATING A CORONAVIRUS CAPITAL PROJECTS FUND GRANT FROM THE STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT IN THE AMOUNT OF \$8,000,000.00, APPROVING THE SCOPE OF WORK AND BUDGET, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT FOR THE MAT-SU FIRST RESPONDER TRAINING FACILITY PROJECT.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$8,000,000	FUNDING SOURCE Grant
FROM ACCOUNT #	PROJECT
TO ACCOUNT : 425.000.000 3xx.xxx	PROJECT #
VERIFIED BY: X <u> L i e s e l W e i l a n d </u> <small>1 1 / 4 / 2 0 2 4</small> Signed by: <u> L i e s e l W e i l a n d </u>	

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						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

General Fund						
State/Federal Funds	8 000 0					
Other						
TOTAL	8 000 0					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:	
APPROVED BY:	1 1 / 4 / 2 0 2 4 X <u> C h e y e n n e H e i n d e l </u>

Signed by: C h e y e n n e H e i n d e l

Grant Agreement

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Community and Regional Affairs
Coronavirus Capital Projects Fund Grant (CCP)

Grant Agreement # 21-CCP-10	UEI # QRK7LJ2Y3RJ1	Vendor # MAB84586	Amount of Funds \$8,000,000.00
Federal Award Number AK CPF GP000279	CFDA # 21.029	Project Title Mat-Su First Responder Training Facility	
Grantee		Department Contact Person	
Name Matanuska-Susitna Borough		Name Pauletta Bourne	
Street/PO Box 350 E Dahila Avenue		Title Grants Administrator 3	
City/State/Zip Palmer, AK 99645		Street/PO Box 455 3rd Ave., Ste. 140	
Contact Person Tonya Loyer, Accountant		City/State/Zip Fairbanks, AK 99701	
Phone (907) 861-8585	Phone (907) 861-8150	Phone (907) 451-2721	Fax (907) 451-2742
E-mail tonya.loyer@matsugov.us		E-mail pauletta.bourne@alaska.gov	

Agreement

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **Matanuska-Susitna Borough** (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of payment is based upon project expenditures which are authorized under this agreement. In no event shall the payment exceed **\$8,000,000.00**.

Section II. The Grantee shall perform all of the work required by this agreement.

Section III. The eligible costs under this agreement beginning **March 15, 2021**, and shall be completed with all costs paid and deliverables received no later than **December 31, 2026**.

Section IV. The agreement consists of this page and the following:

ATTACHMENT A – Scope of Work

1. Project Description
2. Project Budget
3. Budget Narrative
4. Project Management/Reporting

APPENDICES:

- Appendix A - Audit Regulations
- Appendix B - Insurance and Bonding
- Appendix C - State Laws and Regulations
- Appendix D - Special Requirements and Assurances for Federally Funded Projects

ATTACHMENT B – Payment Method

ATTACHMENT C – Standard Provisions

AMENDMENTS – Any fully executed amendments to this agreement

Grantee	Department
Signature	Signature
Grantee Printed Name and Title Michael Brown, Borough Manager	Printed Name and Title Kevin Bartley, Grants Administration Manager
Date	Date

Attachment A

Scope of Work

Background

The U.S. Department of the Treasury funds the Coronavirus Capital Projects Fund Grant (CCP) program. The Federal Award Number is AK CPF GP 000279. On September 13, 2022, the State of Alaska was awarded \$111,803,893.00 of which the Matanuska-Susitna Borough will receive a subaward of \$8,000,00.00.

Recipients of State of Alaska CCP program funds must maintain a current [SAM.gov](https://sam.gov) registration and have a Unique Entity ID generated by SAM.gov. This information must be current during the term of the grant.

1. Project Description

The Matanuska-Susitna Borough (Mat-Su) is an area roughly the size of West Virginia. The Mat-Su Borough continues to be one of the only areas in the state experiencing steady population growth. While most of the state lost population between 2010 and 2020, the state gained 23,160 new residents, with the Mat-Su Borough accounting for 78.09% of the total population growth for the state. The average growth over the last 50 years at its lowest was around 3% per year, and highest around 5% per year. This consistent increase is reflected in the overall population, with the Palmer area increasing 37% since 2010 and 64% since 2000.

The current Station 3-9 is located at 630 E Steel Loop in Palmer. From there it serves the emergency medical needs of the eastern areas of the Mat-Su Borough. This includes the city of Palmer, the Greater Palmer area, Butte, Sutton, Glacierview and points northeast. “Palmer Ambulance” responds to almost 25% of all Mat-Su EMS calls and serves as a back-up unit for responses into Wasilla and elsewhere in the Borough.

In 2020, Mat-Su EMS responded to 2,079 calls in the Palmer area. In 2021, that increased by 21% to 2,523. While some of that increase can be attributed to our local COVID response, overall, there has been a sustained increase over the last 5 years that will continue to grow as the Palmer area continues to develop. This increase is not isolated to the Greater Palmer area, in fact since 2017, the annual total EMS responses within the Mat-Su Borough has increased by 32%, exceeding 10,000 calls per year.

As the population and operational needs continue to grow, so does the need for additional trained personnel that are available to work. Alaska is sparsely populated with inconsistent infrastructure and notoriously finite resources. Emergency services throughout much of the state are cobbled together with what is available, leaving large areas without resources and potential staff without access to the necessary and required education, and makes updated information, new education, and evidence-based practices difficult to obtain.

This project will provide CCP funds to Mat-Su for contractual services to construct a First Responder Training Facility. The First Responder Training Facility will provide a location for the training required to ensure first responders are safe while responding to medical emergencies. This new facility will also house the new ambulance Station 3-9.

Project Objectives:

- Construct a first responder training facility that co-habitation of Fire/Rescue/EMS.
- Improve recruitment, retention, optimize living quarters and expand training capabilities for certification under the EMT-1 and more advance EMT.
- Provide high-speed internet to train for Peer Support Team, Critical Incident Stress Management, Chaplains, and support community outreach needs.
- Improve rescue response and create accessible water supply for fire.

Site Control:

A Warranty Deed, dated July 20, 2020, recorded as Doc. No. 2020-016792-0 in the Palmer Recording District, conveyed the ownership interest to Mat-Su Borough to build and operate the **First Responder Training Facility**, Tract 5, Cedar Hills Subdivision Unit NO. 2, Phase 1, 2017, according to the official plat of thereof, filed under Plat Number 2017-60, in the records of the Palmer District, Third Judicial District, State of Alaska. A copy of the deed is on file with the Department.

Contractual Labor:

This project will be contracted out and federal labor standards may apply. All licensed contractors for this project must comply with all applicable federal labor standard requirements and may require prevailing wage rates of the State specific geographic region in which the project is located. All applicable Federal labor standards and other applicable federal provisions must be included in any contracts under this project. The Grantee must verify contractor/subcontractor(s) eligibility prior to awarding the contract(s), making sure the contractor is not on the Debarment and Suspension list.

Grantee may be subject to the requirements of the Davis-Bacon Act, when Grant Funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “Little Davis-Bacon Acts”) may apply to projects.

It is the Grantee responsibility to monitor their construction contract to ensure that all required notices and the wage rate decision are posted prominently at the construction site for the full duration of the project. The Grantee must receive and verify the accuracy of copies of the contractor/contractor’s certified weekly payroll reports and compliance with applicable labor standards. The federal Statement of Compliance Form must be submitted with all weekly certified payroll reports. Any discrepancies found should be reported by the Grantee and corrected before the close-out of the project.

The Grantee is required to maintain and provide proof of appropriate insurance coverage for the full duration of the project. Any contractors/subcontractors hired to work on the project must be licensed, bonded and insured for at least the amount of the project. It is the Grantee responsibility to make sure any contractor/subcontractor hired maintains the appropriate insurance coverage on the project.

State Fire Marshal Approval:

A copy of the State Fire Marshal approval must be submitted to the Department once obtained and prior to building/structure occupancy.

2. Project Budget:

Cost Category	Authorized Budget
Contractual	\$8,000,000.00
Total	\$ 8,000,000.00

3. Budget Narrative:

Contractual: Grant funds will be used to perform pre-site work and foundation, framing, exterior and interior construction; and install plumbing, electrical, and telecommunications infrastructure.

4. Project Management/Reporting:

This project will be managed by the Grantee, with signatory authority for execution of the Grant Agreement and subsequent amendments granted to the highest-ranking official who may delegate signatory authority for executing the grant agreement and amendments to others within the organization via the Signatory Authority Form. Grantee's highest-ranking official may also designate financial and progress reporting via the Signatory Authority Form. Such delegation is limited to others within the organization unless otherwise approved.

The Grantee must establish and maintain separate accounting for the use of Grant Funds. The use of Grant Funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. Grantee shall repay to the Department any Grant Funds provided to Grantee which Grantee expends in violation of the terms, conditions, or guidance set forth in the Grant Agreement.

Financial Reports focus on project-level information associated with the approved Grant Agreement. Performance Reports will provide information related to program outputs and outcomes against the stated objectives in the approved CCP program. Grantees will complete the most recent Financial Report Form and CCP Performance Report provided by the Department each month during the life of the Grant Agreement. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

CCP Monthly Financial Report:

The Grantee must submit a **Financial Report Form** each month during the life of the grant agreement. The Financial Report Form is **due seven (7) days** after the end of the month being reported. The report period is the first of the month through the last day of the month. This financial report must include reporting period expenditures by cost category

CCP Quarterly Performance Report:

Grantees must submit quarterly **Performance Reports seven (7) days** after the last quarter of the month.

CCP Final Financial / Performance Report:

The final Financial/Progress Report must be submitted within sixty (60) days following completion of the project or performance period whichever is earlier. All project activities shall be completed with all costs paid and deliverables received prior to the end date referenced in Section III.

All financial and performance reports must include and explain:

- Reporting period expenditures
- How funds were used
- Efforts to promote equitable outcomes
- Community engagement activities
- Challenges and/or success to meet project objectives

Grantee shall post each Performance Report on their public-facing website before submitting the report to Treasury, and the report must continue to be available on the Grantee's website for a period of not less than five years. This reporting requirement includes uploading a link to the publicly available Performance Report document along with submitting the report using the Treasury Reporting Portal.

Attachment B

Payment Method

1. Reimbursement Payment

Grant Funds shall be released monthly to the Grantee on a cost reimbursable basis, upon receipt and approval of monthly CCP Financial/Progress Report Forms accompanied by required source documentation including vendor billings, timesheets, payroll tax forms and other documentation, as requested by the Department. The Department shall issue payment to the Grantee for costs paid out during the reporting period in accordance with this grant agreement solely for reimbursement of eligible expenses. In no case shall the total amount of payments exceed the total amount of this Grant Award. Under no circumstances shall the Department release funds to the Grantee or Grantee's designee unless all required financial and progress report forms are current.

2. Advance Payment

In most instances, the Department will make payment to a Grantee on an eligible cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the Grant Award, whichever is less.

Before the Department will issue an advance, the Grantee must provide in writing, and the Department must approve in writing a "Request for Advance Payment" form which includes:

- a. justification of the need for the advance,
- b. documentation of anticipated line item costs associated with the advance.

All advances will be recovered with the Grantee's next CCP Financial/Progress Report form. Should earned payments during the terms of this grant agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the grant agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the -Grant Award until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting.

Attachment C

Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development within the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from any and all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department or the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept the Grant Award and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Grantees may be subject to audit or review by the Treasury Inspector General and Government Accountability Office.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial records, supporting documents, statistical records, and all other Grantee records pertinent to this Grant Agreement for the longer of five (5) years after the expiration or termination of this

Agreement, or five (5) years after the submission of the Department's annual performance and evaluation report, or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is, however, subject to the following exceptions:

- a. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- b. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- c. When the Grantee is notified to do so in writing by US Treasury, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Department, the Grantee shall extend the retention period consistent with the notification;
- d. When records are transferred to or maintained by US Treasury the Department, the 5-year retention requirement is not applicable to the Grantee;
- e. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the Department's fiscal year in which the program income is earned; and
- f. For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
 - i. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Department) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - ii. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Department) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Notwithstanding the term of this Agreement, all records the Grantee is required to maintain, including supporting documentation, shall be retained for the greater of five (5) years from closeout of the Federal award to the Department, or the period required by other applicable laws and regulations.

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income will be used first by the Grantee before drawing additional funds to complete activities included in the Project Summary and referenced application unless otherwise specified in an approved lump sum agreement. Unanticipated program income shall be used to increase the overall project budget.

Interest earned on federal, or state funds shall not be retained by the Grantee. The Grantee must remit such interest to the Department so that it can be returned to the U.S. Treasury or, in the case of state funds, to the State of Alaska, CCP grant program.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Procurement

The Grantee and its contractors may utilize their own written procurement procedures, if those processes are consistent with the specific applicable procurement standards identified in 2 CFR 200.318 through 200.326. If Grantee does not have its own procurement policies that comply with 2 CFR 200.318 through 200.236, Grantee shall follow applicable state and local laws and regulations and conform to the standards identified in AS 36.30.

Article 13. State or Federal Excluded Parties List Report

The Grantee is responsible for ensuring that all sub-grantees or sub-contractors are not listed on the 'Excluded Parties List Report', either State or Federal, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

Article 14. Recordkeeping

The Grantee shall establish and maintain records sufficient to enable the Department to (1) determine whether the Grantee and its lower-tier recipients, contractors, and consultants complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the Department's Federal award and (2) satisfy recordkeeping requirements applicable to the Department.

Such records include but are not limited to: Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CCP program; Records required to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CCP funds; Records documenting compliance with the fair housing and equal opportunity requirements of the CCP program regulations; Financial records as required by 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and Other records necessary to document compliance with this Agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Department's Federal award.

The Grantee shall give the US Treasury, the Inspector General and the Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Grantee pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Grantee. The Grantee agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with State laws governing open records, freedom of information or similar.

The Grantee shall include the substance of this section in all subcontracts.

Article 15. Obligations Regarding Third-Party Relationships

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

None of the work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any

subcontractor that is not the Grantee shall be required by the Grantee to comply with all lawful requirements of the Grantee necessary to ensure that the project is carried out in accordance with the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable grant agreement provision. Each subcontract for work to be performed with funds granted under this grant agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 16. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this grant agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision. The Grantee shall also disclose in writing any potential conflict of interest to the State of Alaska. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Grant Agreement. Grantee must disclose in writing to the Department or Treasury, as appropriate, any potential conflict of interest affecting the Grant Award in accordance with 2 C.F.R. § 200.112.

Article 17. Political Activity

No portion of the funds provided hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 18. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 19. Prohibition against Payment of Bonus or Commission

The assistance provided under this grant agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 20. Termination by Mutual Agreement

This grant agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 21. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension - After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.

- B. Termination - Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 22. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the Grant Agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 21 of this Attachment.

Article 23. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this Grant Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 24. Sanctions

In the event of a Recipient's noncompliance with applicable law or Capital Projects Fund program requirements or guidance, Treasury may impose additional conditions on the receipt of additional Capital Projects Fund funds by the Recipient, terminate further payments from the Capital Projects Fund, seek the repayment of previous Capital Projects Fund payments, or take other available remedies pursuant to 2 C.F.R. 200.339.

Article 25. Disputes

Except as otherwise provided in this agreement, any dispute arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department may be appealed to the Commissioner. Any appeal to the Commissioner shall be served upon the Commissioner within 15 days of the Department's providing notice of decision to the Grantee. The Commissioner shall decide an appeal within 30 days of its receipt and provide the decision on appeal in writing to the Grantee within that time frame. All notices required to be provided hereunder shall be deemed delivered when deposited in the mail and sent by certified mail, return receipt requested.

Article 26. Jurisdiction

This grant agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 27. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 28. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 29. Insurance

The Grantee shall maintain general liability insurance limits of \$1,000,000.00 and name the Department as an additional insured. In addition, 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 hired to work on the project to be bonded and insured as required in Appendix B to the Grant Agreement. The Grantee shall name the Department as an additional insured under all applicable policies of insurance. All policies shall provide that any notice of cancellation shall be delivered to the Department at least 30 days in advance of cancellation.

Article 30. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. The Grantee shall require any engineering firm or other licensed professionals hired to work on the Project to be bonded and insured as required in Appendix B to the Grant Agreement.

Article 31. Governing Law

This grant agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with all appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State or Local governments have been obtained.

Article 32. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this Grant Agreement. Such revisions are limited within each line item to a maximum of 10% of the line item or \$10,000, whichever is less, over the entire term of this Grant Agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this Grant Agreement.

Article 33. Civil Rights Compliance

Grantees are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the US Treasury Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the US Treasury Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the US Treasury Department implementing regulations at 31 C.F.R. part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from Grantees to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 C.F.R. part 22, and the US Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 C.F.R. part 42, provide for the collection of data and information from Grantees (see 28 C.F.R. 42.406). Treasury may request that Grantees submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Article 34. 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 handicap, 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 handicap, 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 35. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Article 36. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates 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 handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290 - 10.20.452.

Article 37. 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 Agreement.

Article 38. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 39. Current Prevailing Rates of Wage

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 Grant 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 40. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 41. Performance

The Department's failure to insist upon the strict performance of any provision of this Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any of the Department's rights under this grant Agreement.

Article 42. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this Grant Agreement that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The

waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this Grant Agreement.

Article 43. Audit Requirements

The Grantee shall comply with the audit requirements established in 02 AAC 45.010 and U.S. Office of Management and Budget 2 CFR Part 200 Subpart F – Audit Requirements as set forth in Appendix A of this grant agreement.

Article 44. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received, or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this contract agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.
- D. The Grantee shall closeout its use of the Grant Award and its obligations under this Grant Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this closeout period may include, but are not limited to: making final reimbursements, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Department), and determining the custodianship of records.

Article 45. Change of Use of Real Property

The standards described in this section apply to real property within the Grantee's control which was acquired or improved in whole or part using Grant Award funds in excess of the threshold for small purchase procurement. These standards shall apply from the date Grant Award funds are first spent for the property until five years after closeout of the grant. The grantee may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the Grantee complies with 2 CFR §200.311 and any other applicable federal statute, rule or regulation.

Appendix A

Audit Regulations

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 apply to this Grant Agreement, except for any provisions Treasury may determine are inapplicable to an award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

Monitoring and Audit Regulations

I. Monitoring

Grantees must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with this Grant Agreement. In addition, all Project activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Grantee's ability to meet this Grant Agreement's objectives or time schedules should be reported to the Department. The Grantee may report these matters via the Monthly Report form or may contact the Department, as appropriate, at any other time.

The Department may conduct monitoring visits, as necessary, to provide technical assistance and to ensure that the Grant is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Grant Agreement. In addition to providing technical assistance, the Department may, at appropriate times during program activities, review the Grantee's records to ensure that all applicable state and federal requirements are being met. The Department's emphasis will be on preventing and correcting problems before they develop into serious obstacles to program implementation. These reviews may include: (1) reviewing financial and performance reports required by the Department; (2) following up and ensuring that the Grantee takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Grantee from the Department detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Grantee from the Department as required by 2 CFR §200.521.

The Grantee shall permit the Department and auditors to have access to the Grantee's records and financial statements.

II. Audit

The Grant Award is subject to U.S. Office of Management and Budget 2 CFR Part 200 Subpart F – Audit Requirements.

1. Grantees must contract for annual independent audits of their financial operations, including compliance with Federal and State law and regulations. The contracts for independent audit must be done in accordance with 2 CFR Part 200, Subpart F, if the following circumstances occur:
 - a. If Grantee expends \$750,000 or more in a year in total federal funds (CCP plus any other federal funds), they must submit an annual audit that should be made in accordance with 2 CFR Part 200, Subpart F. This audit should also include a Project Cost Schedule and a Source and Application of Funds Schedule.
2. Grantees that expend less than \$750,000 in a year in total Federal (CCP plus any other federal funds) awards are exempt from Federal (but not State) audit requirements for that year. However, records must be available for review. In these cases, a copy of the State Audit as well as the Project Cost Schedule and Source and Application of Funds Schedule must be submitted.
3. Grantees are required to submit audits according to State laws and regulations.
4. Small business concerns and business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of

contracts for audit services awarded with CCP funds. Grantees shall take the following affirmative action to further their goal:

- a. Assure that audit firms owned and controlled by socially and economically disadvantaged individuals as defined in PL 95-507 are used to the fullest extent practicable.
 - b. Make information on forthcoming opportunities available and arrange timeframes for the audit so as to encourage and facilitate participation by small or economically disadvantaged firms.
 - c. Consider in the contract process whether firms competing for larger audits intend to subcontract with small or economically disadvantaged firms.
 - d. Encourage contracting with small or economically disadvantaged audit firms which have traditionally audited government programs, and in such cases where this is not possible, assure that these firms are given consideration for audit subcontracting opportunities.
 - e. Encourage contracting with consortiums of small or economically disadvantaged audit firms when a contract is too large for an individual small or economically disadvantaged firm.
 - f. Use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration in the solicitation and utilization of small or economically disadvantaged audit firms.
 - g. A copy of all audit reports shall be provided by the Grantee to the Department no later than thirty (30) days after issuance of the reports and no later than one (1) year plus thirty (30) days after the end of the audit period.
5. Audits must include an examination of internal control systems established to ensure compliance with laws and regulations affecting the expenditure of Grant Award funds, financial transactions, and accounts and financial statements, and reports of Grantee organizations. These examinations are to determine whether:
- a. There is effective control over and proper accounting for revenues, expenditures, assets and liabilities.
 - b. The financial statements are presented fairly in accordance with generally accepted governmental accounting principles.
 - c. The monthly reports to the Department contain accurate and reliable financial data and are presented in accordance with the terms of this Agreement.
 - d. Grant Award funds are being expended in accordance with the terms of this Grant Agreement and those provisions of Federal and State law or the Department regulations that could have a material effect on the financial statements.
6. In order to accomplish the purposes, set forth above, a representative number of charges to the Grant award shall be tested. The test shall be representative of all cost categories that materially affect the Grant Award. The test is to determine whether the charges:
- a. Are necessary and reasonable for the proper administration of the program.
 - b. Conform to any limitations or exclusions of the Grant Award itself.
 - c. Were given consistent accounting treatment and applied uniformly to the Grant Award and other activities of the Grantee.
 - d. Were net of applicable credits.
 - e. Did not include costs properly chargeable to other programs.
 - f. Were properly recorded (i.e., correct amount and date) and supported by source documentation.
 - g. Were approved in advance if subject to prior approval.
 - h. Were incurred in accordance with competitive purchasing procedures if applicable.
 - i. Were allocated equitably to benefiting activities, including non-CCP program activities.
7. Audits should be made annually. If an acceptable annual audit is completed within a short period of time prior to closeout of a CCP program, the Department will request reimbursement documentation of the unaudited funds and then formally close the Grant Agreement.
8. If the auditor becomes aware of irregularities in the Grantee organization, the auditor shall promptly notify the Department and Grantee management officials above the level of involvement. Irregularities include such matters as conflicts of interest, falsification of records and reports, and misappropriation of funds or other assets.
9. The annual audited financial statements shall include:
- a. A statement that the audit was conducted in accordance with 2 CFR Part 200, Subpart F.

- b. Financial statements, including the schedule of expenditures of Federal awards, including footnotes, of the Grantee organization.
 - c. The auditor's report on the financial statement which should:
 - (i) Identify the statements examined and the period covered.
 - (ii) State that the audit was done in accordance with the Generally Accepted Government Auditing Standards.
 - (iii) Express an opinion as to whether the financial statements of the Federal program are presented fairly in all material respects in conformity with the stated accounting policies.
 - (iv) Report on internal controls related to the Federal program, which shall describe the scope of testing of internal control and the results of the test.
 - (v) Report on compliance which includes an opinion as to whether the audit is in compliance with laws, regulations, and the provisions of this Grant Agreement which could have a direct and material effect on the Federal program.
 - (vi) Include a schedule of findings and questioned costs for the Federal Program.
 - (vii) Identify the major programs.
 - (viii) State the dollar threshold used to distinguish between programs.
 - (ix) Determine whether the audit qualifies as a low-risk audit.
10. The auditor's reports on compliance and internal control should:
- a. Include comments on weaknesses or noncompliance with the systems of internal control, separately identifying material weaknesses.
 - b. Report the scope of testing of internal control and the results of the tests, and where applicable, a separate schedule of findings and questioned cost.
 - c. Include a statement that the audit is in compliance with laws, regulations, and the provisions of this Grant Agreement that could have a direct and material effect on each major program according to the Federal and State law and where applicable, a separate schedule of findings and questioned cost.
 - d. Provide a Summary Schedule of prior audit findings that report the status of all audit findings included in the prior audit's schedule of findings and questioned costs relative to Federal awards. The Summary Schedule shall also include audit findings reported in the prior audit's schedule of prior audit findings except audit findings listed as corrected.
 - e. When audit findings were fully corrected, the summary schedule need only list the audit findings and state which corrective action was taken or provide a statement of planned actions taken by Grantee.
 - f. A Source and Application of Funds Schedule and a Project Cost schedule for all Grant Award funds. This Grant Agreement number should also be shown. Please note that if the Grantee's total federal expenditures meet or exceed the guidelines of 2 CFR Part 200, Subpart F, (\$750,000), the Federal Schedule of Financial Assistance can be substituted for the Source and Application of Funds Schedule.
 - g. Comments on the accuracy and completeness of financial reports or reimbursement to the Department.
 - h. Comments on corrective action taken or planned by the Grantee.
11. Work papers and reports must be retained for a minimum of three (3) years from the date of the audit report, unless the auditor is notified in writing by the Department of the need to extend the retention period. The audit work papers must be made available upon request of the Department or its designees and the General Accounting Office or its designees.
12. When an audit discloses significant findings, the Grantee will be called upon by the Department to take corrective action. Depending upon the nature of the inadequacies, drawdown of funds, final closeout or subsequent subaward Grant Funds may be delayed or denied until corrective action has been taken.

III. Corrective Actions

The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Department may require the Grantee to take timely and appropriate action on all deficiencies pertaining to the Grant Award provided to the Grantee from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, Department may impose additional conditions on the use of the Grant Award funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. The Grantee shall be subject to reviews and audits by the Department, including on-site reviews of the Grantee as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

Appendix B

Insurance and Bonding

Grantee agrees it will comply with the following insurance and bonding requirements for itself and contractors.

I. Insurance

Without limiting Grantee's and Grantee's contractor's indemnification, it is agreed that the Grantee and Grantee's contractors shall purchase at their own expense and maintain in force at all times during the performance of services under this grant agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the policy contains higher limits, the Department shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the grant agreement and/or contractor's services.

1.1 Worker's Compensation Insurance

The Grantee and its contractors shall provide and maintain, for all employees of the Grantee and its contractors engaged in work under this contract, Worker's Compensation Insurance as required by AS 23.30.045. The Grantee's contractor shall be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this grant agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e., USL &H and Jones Acts) must also be included.

1.2 Comprehensive (Commercial) General Liability Insurance

With coverage limits not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

1.3 Comprehensive Automobile Liability Insurance

Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property damage.

1.4 Professional Liability Insurance

Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/\$300,000 annual aggregate
\$100,000-\$499,999	\$500,000 per occurrence/\$1,000,000 annual aggregate
\$500,000-\$999,999	\$1,000,000 per occurrence/\$2,000,000 annual aggregate
\$1,000,000 or over	\$2,000,000 per occurrence/\$5,000,000 annual aggregate

II. Bonding

The minimum Bonding and Insurance requirements under State law are applicable to public works contracts valued over \$100,000 and require:

1. A performance bond from contractors executed in connection with each contract.
2. A payment bond on the part of the contractor for 100% of the contract price.

In addition, for construction contracts over \$100,000, the minimum federal requirements are as follows:

- a. A bid guarantee from each bidder equal to 5% of the bid price. The bid guarantee may consist of a bid bond, certified check, or other negotiable instrument accompanying the bid.
- b. A performance bond from contractors for 100% of the contract shall be executed in connection with each contract.
- c. A payment bond on the part of the contractor for 100% of the contract price.

All bonds shall be obtained from companies holding certificates of authority as acceptable sureties under Alaska and Federal law.

Appendix C

State Laws and Regulations

Historic Preservation Act AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The department may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection AS 18.70

This chapter of the Alaska Statutes requires the Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Environmental Conservation AS 46.03

This chapter of the Alaska Statutes applies to municipalities and could subject them to enforcement actions instituted by the Alaska Department of Environmental Conservation for air, land and water nuisances, and water and air pollution in a municipality of 1,000 or more, and may establish a local air pollution control program.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- | | |
|--|--|
| Air Emissions Permit | Permit to Appropriate Water |
| Anadromous Fish Protection Permit | Pesticides Permit |
| Authorization for Tidelands Transportation | Preferred Use Permit |
| Brine or Other Salt Water Waste Disposal Permit | Right-of-Way and Easement Permits |
| Burning Permit during Fire Season | Solid Waste Disposal |
| Coal Development Permit | Special Land Use Permit |
| Critical Habitat Area Permit | State Game Refuge Land Permit |
| Dam Construction Permit | State Park Incompatible Use Permit |
| Driveway Permit | Surface Oiling Permit |
| Encroachment Permit | Surface Use Permit |
| Miscellaneous State Land Use Permit | Tide and Submerged Lands Prospecting Permit |
| Mineral and Geothermal Prospecting Permits | Tidelands Permit |
| Occupied Tide and Submerged Land | Tidelands Right-of-Way or Easement Permit |
| Open Burning Permit | Utility Permit |
| Permit for Use of Timber or Materials | Waste Water Disposal Permit |
| | Water Well Permit |

Appendix D

Special Requirements and Assurances for Federally Funded Projects

The Grantee assures compliance with the following laws, regulations, and requirements as they pertain to the design, implementation, and administration of the approved local project. This grant is subject to the current Federal regulations as may be amended.

Grantee and Grantee's contractors shall comply with the following applicable Federal Laws and Regulations:

1. Grantee agrees to comply with the requirements of Section 604 of the American Rescue Plan Act of 2021 ("ARPA") and any guidance and regulations adopted by Treasury regarding ARPA and the Coronavirus Capital Projects Fund.
2. The Grant Award funds allocated in connection with this Agreement are considered to be federal financial assistance, subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls and §§ 200.330 through 200.332.
 - a. To the extent required to comply with 2 C.F.R. 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30 each year.
 - b. Grant Award funds awarded hereunder count toward the \$750,000 or more threshold applicable to federal awards spent during the fiscal year, which triggers 2 C.F.R. part 200, subpart F regarding audit requirements for nonprofits or governmental entities.
 - c. Nonprofit and local government subrecipients that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200.
 - d. These audit requirements do not generally apply to for-profit business; however, the Department remains responsible for ensuring compliance with Treasury requirements through the implementation of audit and monitoring controls pursuant to 2 C.F.R. 200.501(h). Accordingly, the requirements of this Section shall apply to Grantee and Grantee's Contractors. Grantee shall require and cause any Grantee Contractor or subgrantee or subrecipient used by Grantee in connection with the Grant Award to agree to and be subject to and bound by such terms and provisions.
3. Grantee and Grantee's contractors agree to comply with federal rules and regulations applicable to this Grant Award including but not limited to the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Grant Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- b. Obtaining and Maintaining a Unique Entity Identifier (UEI) in the System for Award Management (SAM), 2 C.F.R. Part 25, as set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. The Department will require Grantee to obtain a UEI and to provide corresponding account information before any payments will be made under a Grant Award.
- c. Developing appropriate internal control procedures consistent with 2 C.F.R. § 200.303. d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- e. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (not procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Grant Award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- g. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21. These regulations require certification by Grantee (and Grantee's Contractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with applicable laws. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code; any person who fails to file the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. In accordance with these Applicable Laws, Subrecipient certifies the following:
 - i. No federal funds have been paid or will be paid by, or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of the Department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- i. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601-4655) and implementing regulations.
- j. The Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), where applicable.
- k. Generally applicable federal environmental laws and regulations.⁴

1. Contract provisions for non-federal entity contracts under federal awards (Appendix II, 2 C.F.R. Part 200). All contracts entered into by Grantee must comply with the following:
 - i. All prime construction contracts in excess of \$10,000 must address termination for cause and for convenience by a non-Federal entity, the manner in by which it will be effected, and the basis for settlement.
 - ii. All federally assisted construction contracts must contain an Equal Employment Opportunity provision in accordance with Executive Order 11246 (30 FR 12319, 12935, 3 C.F.R. Part 1964-1965 Comp. p. 339) as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60 “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iii. All prime construction contracts greater than \$2,000 must include a provision for compliance with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act, if applicable.
 - iv. It is prohibited to procure or renew contracts on telecommunications and video surveillance services or equipment from Huawei Technologies or ZTE Corporation, including any subsidiary or affiliate of these entities
 - v. Contracts and subgrants in excess of \$150,000 must contain a provision of compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - vi. Contractors in contracts in excess of \$100,000 must file the required certification in accordance with the Byrd Anti-Lobbying Amendment.
 - vii. If the Federal award meets the definition of “funding agreement”, contracts entered into with small business firms or nonprofit organizations for the purpose of experimental, developmental, or research work must include provisions of “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”
 - viii. All contracts in excess of \$100,000 that employ mechanics or laborers must include a provision for compliance with Contract Work Hours and Safety Standards Act.
 - ix. No contract shall be awarded to a contractor in violation of 2 C.F.R. § 200.215 and regulations implementing Never Contract with the Enemy in 2 C.F.R. part 183.
 - x. No contract shall be awarded to a contractor included on the federally debarred bidder’s list. The list of entities that are not allowed to do business with the Federal government can be found at Sam.gov.
4. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving financial assistance;
5. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36012 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

6. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
7. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving financial assistance;
8. Title II of the Americans with Disabilities Act of 1990 (42 U.S. Code § 12101 et seq.) which prohibits discrimination on the basis of disability under programs and activities and services provided or made available by state and local governments or instrumentalities or agencies thereto;
9. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
10. The Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
11. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 C.F.R. 1970;
 - i. The Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 C.F.R. § 10.4); (ix) the Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
 - j. The Clean Air Act and the Federal Water Pollution Control Act; and
 - k. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996); and the Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).
12. Grantee and its contractors, subcontractors and subrecipients are the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].
13. Grantee agrees that the hiring of persons to perform work on the Project will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.
14. If and when applicable, Grantee shall comply with applicable state prevailing wage laws.
15. The National Historic Preservation Act of 1966 (16 U.S.C. 470)
Prior to undertaking any activity under this contract, the Grantee shall evaluate the effects of the activity on any district, site, building structure, and object listed in, or eligible for, the National Register of Historic Places; and shall give the Alaska State Historic Preservation Office a reasonable opportunity to comment on the proposed activity.
16. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

The Grantee shall assure that plans for federally funded projects contribute to the preservation and enhancement of sites, structures, and objects of historical, architectural, or archaeological significance.

17. The National Environmental Policy Act (NEPA of 1969 (42 U.S.C. Section 4321 et seq.))
The Grantee shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Grantee must also submit environmental certifications to the Department when requesting that funds be released for the project. The Grantee must certify that the proposed project will not significantly impact the environment and that the Grantee has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings, and compliance performance.
18. Coastal Zone Management Act of 1972, As Amended (16 U.S.C. 1451 et seq.)
The Grantee may be subject to the review provisions of Section 307 of the Coastal Zone Management Act (CZMA) and implementing regulations 15 C.F.R. Part 930. Questions as to the applicability of the CZMA consistency provisions should be directed to the Office of Ocean and Coastal Resource Management/Coastal Services Center within the National Oceanic and Atmospheric Administration.
19. The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531 et seq.)
The Grantee shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.
20. Magnuson – Stevens Fishery Conservation and Management Act (MSA)
The Grantee shall comply with the Magnuson-Stevens Fishery Conservation and Management Act (MSA) the primary law that governs marine fisheries managements in U.S. federal waters. Consultation with the NMFS may be required if Essential Fish Habitat (EFH) is present where project activity will occur. The trigger for EFH consultation is a federal agency’s determination that an action or proposed action, funded, authorized, or undertaken by that agency may adversely affect EFH.
21. Marine Mammal Protection Act (MMPA)
The Grantee shall comply with the Marine Mammal Protection Act which prohibits actions that may result in taking of any marine mammal. Taking is defined as “to harass, hunt, capture, or kill, or attempt to harass, hunt, capture, or kill any marine mammal.” Any Agency actions with the potential to take a marine mammal require consultation with NMFS (for seals, sea lions, whales, dolphins, and most marine mammals) or FWS (sea otters, polar bears, walruses, manatees, and dugongs) following a process similar to ESA Section 7 consultation.
22. Clean Water Act (CWA)
Grantees may be required to obtain a permit to dispose of dredge or fill material in the Nation’s waters, including wetlands. Authorized by Section 404 of the Act, this permit program is administered by the U.S. Army Corps of Engineers (USACE), subject to and using environmental guidance from the Environmental Protection Agency (EPA). Some types of activities are exempt

from permit requirements, including certain farming, ranching, and forestry practices that do not alter the use or character of the land; some construction and maintenance; and activities already regulated by States under other provisions of the Act.

23. The Clean Air Act, (CAA) as Amended (42 U.S.C. 7409, 7410, 7502-7514, 7571-7574)

The Grantee shall comply with the Clean Air Act, which prohibits (1) engaging in, (2) supporting in any way or providing financial assistance for, (3) licensing or permitting, or (4) approving any activity which does not conform to the state implementation plan for natural primary and secondary ambient air quality standards. The Grantee shall ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the U.S. Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by EPA

24. National Historic Preservation Act (NHPA) of 1974 (54 U.S.C. 300101)

The Grantee shall comply with regards to historic preservation. Section 106 of NHPA (54 U.S.C § 306108) with provisions for the preservation of historical properties that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever any federal agency finds or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal construction project or federally licensed project, activity, or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical, or archaeological data, and afford the Advisory Council on Historic Preservation a reasonable opportunity to comment with regard to such undertaking." Special conditions may be required on projects that could affect historic resources.

25. Coastal Barrier Resources Act (CBRA) (16 U.S.C., Sections 3501 et seq.)

The Grantee shall comply with the Coastal Barrier Resources Act. The intent of this is to minimize the loss of human life, wasteful expenditure of Federal revenues, and the damage to fish, wildlife, and other natural resources associated with coastal barriers by restricting future Federal expenditures and financial assistance which have the effect of encouraging development of coastal barriers, by establishing a Coastal Barriers Resources System, and by considering the means and measures by which the long-term conservation of these fish, wildlife, and other natural resources may be achieved.

26. Rivers and Harbors Act

Grantees may be required to comply with Section 10 of the Rivers and Harbors Act of 1899 which requires authorization from the Secretary of the Army, acting through the Corps of Engineers, for the construction of any structure in or over any navigable water of the United States. The law applies to any dredging or disposal of dredged materials, excavation, filling, re-channelization, or any other modification of a navigable water of the United States, and applies to all structures, from the smallest floating dock to the largest commercial undertaking. A permit may be required from the USACE if the proposed activity involves any work in, over, or under navigable waters of the United States.

27. Resource Conservation and Recovery Act (RCRA)

Grantees may be required to comply with the Resource Conservation and Recovery Act (RCRA) gives EPA the authority to control hazardous waste from cradle to grave. This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. A RCRA permit may be required from the EPA or designated state agency for the long-term storage, treatment, or disposal of hazardous materials or petroleum products.

28. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
The Comprehensive Environmental Response, Compensation, and Liability Act otherwise known as CERCLA or Superfund provides a Federal "Superfund" to clean up uncontrolled or abandoned hazardous-waste sites as well as accidents, spills, and other emergency releases of pollutants and contaminants into the environment. Special provisions and requirements may apply if the proposed activity involves a Superfund site (<http://www.epa.gov/superfund/sites/index.htm>).
29. The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271 et seq.)
The Grantee shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.
30. The Safe Drinking Water Act (SDWA) of 1974, As Amended (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349)
The Grantee must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
31. Farmland Protection Policy Act (FPPA) of 1981, As Amended (7 U.S.C. 4201 et seq.)
The grant minimizes the extent to which Federal programs contribute the unnecessary and irreversible conversion of farmland to non-agricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect a farmland. Questions pertaining to this Act should be directed to the Secretary, Department of Agriculture.
32. Executive Order 11988, as amended by E.O. 13690 Floodplain Management
The Grantee shall comply with the provisions of Executive Order 11988. The extent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the Grantee proposes to conduct, support, or allow an action to be located in a floodplain, the Grantee must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If sitting in a floodplain is the only practical alternative, the Grantee must, prior to taking any action, (1) design or modify its actions in order to minimize any potential harm to the floodplain and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

Executive Order 11988 requires federal agencies to avoid, to the extent possible, the long and short-term adverse impacts associated with the occupancy and modification of floodplains and to avoid direct and indirect support of floodplain development wherever there is a practicable alternative. To this effect, an 8-step process must be followed for projects that may have potential impacts to or within floodplains. On January 30, 2015, in amending and building upon E.O. 11988, the President issued E.O. 13690, establishing Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input. Order 13690 and the associated Federal Flood Risk Management Standards (FFRMS) reinforce the important tenets and concepts articulated in Order 11988. When avoiding the floodplain is not possible, E.O. 13690 calls for agencies to make efforts to improve the resilience of communities as of federal actions.

Importantly, Order 13690 established a new standard against which federal agencies are to evaluate the potential impacts of flooding on federal investments, the FFRMS. This standard set a higher vertical elevation and a greater horizontal extent to the floodplain to be considered.

33. Executive Order 11990 Wetlands Protection (42 F.R. 26951 et seq.)
The Grantee shall comply with Executive Order 11990. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative. The Grantee, to the extent permitted by law, must avoid undertaking or providing assistance for the new construction located in wetlands unless (1) there is no practical alternative to such construction and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the Grantee may take into account economic, environmental, and other pertinent factors.
34. Executive Order 12898 Environmental Justice
Grantee shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." Thus, as appropriate, analysis of environmental justice concerns should be integrated during the review process.
35. Executive Order 13089 Coral Reef Protection
Grantees shall not degrade the condition of coral reef ecosystems.
36. Executive Order 13112 Invasive Species
Grantee shall prevent the introduction of invasive species and provide for their control.
37. Executive Order 13186 Protect Migratory Birds
Grantee shall include incorporation and promotion of migratory bird conservation considerations into all grantee activities.

I. FINANCIAL

1. **U.S. Office of Management and Budget 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
The Grantee shall comply with the guidelines of 2 CFR Part 200, which sets forth principles and standards for determining the costs allowable under grants and contracts involving federal funds.
2. **U.S. Office of Management and Budget Circular 2 CFR Part 200 - Subpart F**
The Grantee shall comply with the requirements which require that any Grantee receiving \$750,000 or more in a year in federal funds to have an audit made for that year. Grantees receiving less than \$750,000 a year in federal funds shall be exempt from compliance with the circular and other federal audit requirements.

II. ENVIRONMENTAL REVIEW

The Grantee must prepare an environmental assessment of the project and make a finding of environmental impact. A notice of this finding must be published for a fifteen (15) day period for public review and comment following publication of the notices unless exempt in the National Environmental Policy Act and State Environmental Policy Act. **No site or construction work**

except for work necessary to perform testing in fulfillment of environmental and cultural resources laws and regulations included in this section may occur until the Department determines the environmental and cultural assessments received from the Grantee are complete.

III. REGISTRATION REQUIREMENTS

1. As required by the Federal Funding Accountability and Transparency Act of 2006 (FFATA) ([2 CFR Part 25](#)), information on subawards made by Federal grantees must be made publicly available. Therefore, recipients of these CCP grant funds, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Identifier and System for Award Management <http://www.sam.gov>.
2. Grantees must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and [2 CFR part 170](#) Reporting Sub-award and Executive Compensation Information.

Nicholas Spiropoulos

Subject: FW: U.S. Treasury Approval - Mat-Su Project
Attachments: Award Confirmation - AK 279.docx

Nicholas Spiropoulos | Matanuska-Susitna Borough Attorney | nspiropoulos@matsugov.us
| (907) 861-8677

From: Pam Graham <Pam.Graham@matsugov.us>
Sent: Thursday, November 7, 2024 2:35 PM
To: Nicholas Spiropoulos <Nicholas.Spiropoulos@matsugov.us>
Subject: FW: U.S. Treasury Approval - Mat-Su Project

From: Timko, Laura B (GOV) <Laura.Timko@alaska.gov>
Sent: Tuesday, April 23, 2024 12:09 PM
To: Tracey Loscar <Tracey.Loscar@matsugov.us>; Pam Graham <Pam.Graham@matsugov.us>
Cc: Sanders, Lacey M (GOV) <lacey.sanders@alaska.gov>; Phillips, Kimberly A (CED) <kimberly.phillips@alaska.gov>;
Olson, Zoe J (CED) <zoe.olson@alaska.gov>; Lager, Hannah L (CED) <hannah.lager@alaska.gov>
Subject: U.S. Treasury Approval - Mat-Su Project

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Good afternoon, Tracey,

I just received word that the U.S. Treasury has approved the Mat-Su First Responder Training Facility project!!!
Congratulations!! Attached is the award confirmation letter for your records.

This means you all can begin work and start drawing down funds on the project. I have included the team at the Department of Commerce, Community, and Economic Development on this email who will assist you through the sub-award process.

Please get in touch with any questions or concerns.

Regards,
Laura

Laura B. Timko | Chief Policy Analyst | 907.500.8447
Office of Management & Budget | Governor Mike Dunleavy
Laura.Timko@alaska.gov | <https://omb.alaska.gov/>

From: Joseph Wender (CapitalProjectsFund@treasury.gov)
To: Alaska
Date: April 23, 2024
Subject: Coronavirus Capital Projects Fund Award Notification

Dear Capital Projects Fund Recipient,

Congratulations! The U.S. Department of the Treasury (Treasury) has approved your Capital Projects Fund Program Plan CPF_GP-000279, [Matanuska-Susitna Borough (Mat-Su) First Responder Training Facility.

Funds for project costs related to the Program Plan are now available. Requests for funds should be made through the Treasury Submission Portal. State and territory recipients should note the requirements of the Cash Management Improvement Act, 31 C.F.R. 205 (CMIA). As a result, even though the full amount of funds for project costs are available, Treasury strongly encourages recipients to work with their financial management or budget offices to ensure compliance with the CMIA.

Thank you for your continued partnership.

Joseph Wender

Director, Capital Projects Fund
Office of Recovery Programs
U.S. Department of the Treasury