

SUBJECT: INFORMING THE ASSEMBLY THAT TWO GRANT AMENDMENTS AND ONE MEMORANDUM OF AGREEMENT FOR THE COMMUNITY ASSISTANCE PROGRAM WILL BE PRESENTED TO THE ACTING BOROUGH MANAGER FOR SIGNATURE.

AGENDA OF: SEPTEMBER 1, 2020

ASSEMBLY ACTION:

Presented to the Assembly 9-1-20
BOM

MANAGER RECOMMENDATION: For information only.

APPROVED BY GEORGE HAYS, ACTING BOROUGH MANAGER:

George Hays

Route To:	Department/Individual	Initials	Remarks
	Originator	EP-FIN	
	Finance Director	<i>JS</i>	
	Borough Attorney	<i>JS</i>	
	Borough Clerk	<i>JMM 8/24/20</i>	<i>BOM</i>

ATTACHMENT(S) :

Amendment No. 2 and No. 3 for the Butte Hazard Mitigation Grant Program (16 pp)

Community Assistance Program FY2019 Memorandum of Agreement to Susitna Community Council (8 pp)

SUMMARY STATEMENT: The purpose of this legislation is to inform the assembly that the Acting Borough Manager will be asked to sign two time extension amendments for the Butte Hazardous Mitigation Grant Program and a Memorandum of Agreement for the FY2019 Community Assistance Program with the Susitna Community Council.



DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
 Obligating Award Document for
HAZARD MITIGATION GRANT PROGRAM
U.S. DEPT OF HOMELAND SECURITY
 Federal Emergency Management Agency
 Grant Programs Directorate

Federal Grant No. 4162-4-R CFDA No. 97.039

1. State Grant No. 4162.0004	2. DUNS # 081482960	3. Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Amendment #2	4. Employer Tax ID # 92-0030816
5. Subrecipient Name and Address Matanuska-Susitna Borough 350 East Dahlia Avenue Palmer, AK 99645-6411		6. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 Fort Richardson, Alaska 99505-5750 http://www.ready.alaska.gov/	
7. Effective Date of This Action March 15, 2018		8. Method of Payment: Electronic	
9. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) Total Award Amount: \$3,368,100.00 Federal Share: \$2,526,075.00 State Matching Share: \$842,025.00 Local Matching Share: \$0.00 Grant Performance Period: March 15, 2018 through August 12, 2020 See Attached: Approved Hazard Mitigation Grant Program (HMGP) Project Description and Budget Detail For State Use Only: CC # File No. #			
10. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. Funding for this grant is 75% Federal (FEMA) and 25% State (DHS&EM).			
11. Special Conditions:			
12. Subrecipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17.			
13. Division of Homeland Security and Emergency Management Project Manager Javin R. Swearinger		Phone: (907) 428-7045 Fax: (907) 428-7009 Email: javin.swearinger@alaska.gov	
14. Signature of Jurisdiction Project Manager Taunnie Boothby, Project Manager		Phone: (907) 861-8526 Fax: (907) 861-7876 Email: taunnie.boothby@matsugov.us	
15. Signature of Jurisdiction Chief Financial Officer Cheyenne Heindel, Finance Director		Phone: (907) 861-8630 Fax: (907) 861-8412 Email: cheyenne.heindel@matsugov.us	
16. Signature of Jurisdiction Signatory Official George Hays, Acting Borough Manager		Date: _____ Phone: (907) 861-8557 Fax: (907) 861-8669 Email: john.moosey@matsugov.us	
17. Division of Homeland Security and Emergency Management Signatory Official William A. Dennis Alternate Governor's Authorized Representative		Date 7-30-20	

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Grant Terms and Conditions (continued from Section 9 of Award)

The total allocation of the 2013 November Storm awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$5,920,659 under *Federal Grant DR-4162-AK, CFDA# 97.039. Matanuska-Susitna Borough*, hereby referred to as "Jurisdiction" has been awarded \$3,368,100, which shall be used to **support activities essential to acquire, demolish and remove ten homes and associated infrastructure located on ten parcels**. The performance period of this grant award is **March 15, 2018 through August 12, 2020**. Project conditions must be completed by this date. The Jurisdiction cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHS&EM will execute de-obligation of the funds. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The Jurisdiction shall submit timely quarterly *HMGP Project Quarterly Report* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/Grants/HMGP>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Q1	October 1 – December 31	Report due January 20
Q2	January 1 – March 31	Report due April 20
Q3	April 1 – June 30	Report due July 20
Q4	July 1 – September 30	Report due October 20

HMGP Project Quarterly Report shall describe the status of the project, compare actual accomplishments to the objectives established for the reporting period in the project timeline, report reasons for deviation and justification for timeline adjustment requests, and must support the funds expended. Include any significant events or activities. Progress must be reported relative to the project timeline and milestones stated in the jurisdiction's application. The *Project Final Narrative Form* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(C) Reimbursements: Submit on the *HMGP Request for Funds* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly report. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.).

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The Jurisdiction shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section J.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** See Subrecipient Handbook
- **Construction:** Projects must comply with the Davis-Bacon Act. Contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character.
- **Final Payment:** The Jurisdiction has 60 days from the completion of the project to submit the supporting documentation to the DHS&EM Project Manager accompanied with the following completed forms:
 - HMGP Project Final Narrative Form
 - HMGP (Final) Quarterly Report Form
 - HMGP Statement of Documentation Form
 - HMGP (Final) Request for Funds Form

DHS&EM will conduct final inspections, and upon favorable review will make final payment. Final payment may also be conditioned upon a financial review, if determined necessary by DHS&EM. Adjustments to the final payment may be made following any audits conducted by the State of Alaska or the United States Inspector General. DHS&EM reserves the right to withhold disbursement of final payment to the Jurisdiction until the project has been completed and given final approval by DHS&EM.

- **Advance of Funds:** See Subrecipient Handbook.
- **Administrative Allowance:** The Jurisdiction is eligible to receive direct administrative monies upon completion and closure of the project to the extent authorized by federal law, and subject to project funding as specified in the project budget as

an approved line item. Administrative costs refer to the costs of requesting, obtaining, and administering the hazard mitigation grant program.

(D) Non-reimbursable Expenses:

- Contracts, single vendor response to a competitive bid, and procurements over \$100,000 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Supplanting
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission
- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, licensing fees, weapons systems and ammunition

(E) Property and Equipment Management: The Jurisdiction shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants.htm> shall be submitted to DHS&EM annually each **January 20** with the *HMGP Project Quarterly Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The Jurisdiction shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the Jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with State laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32.

(F) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 CFR Part 13, and OMB Circular A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments." Contractors that develop or draft specifications, requirements, Statements of Work (SOW), and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases in excess of \$100,000.00 require pre-approval of DHS&EM.**

(G) Contracts: Any contract entered into during this grant period shall comply with local, State and federal government contracting regulations. To the extent that recipients of a grant use contractors, the subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, State and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Jurisdiction is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

(H) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(I) Audit Requirements: As the federal grant recipient, the State of Alaska requires a subrecipient expending \$500,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with OMB Circular A-133. The Jurisdiction will permit the State of Alaska project officials, program officials and auditors to have access to the subrecipient and third-party contractor's records and financial statements as necessary for the State of Alaska to comply with OMB Circular A-133. Copies of audit findings must be submitted to DHS&EM within 30 days after the Jurisdiction receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the Catalog of Federal Domestic Assistance (CFDA) title and number; and the name of the pass-through agency.

(J) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(K) Performance Measures: *HMGP Project Quarterly Report* shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(L) Sub-recipient Monitoring Policy: Monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to monitor, review and conduct analysis of the Jurisdiction's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The **Monitoring Policy is available at** <http://ready.alaska.gov/Grants/HMGP>.

(M) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the Jurisdiction of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The Jurisdiction must respond within five days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Section 11
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards
- g. The Applicant must complete all work associated with the project. If the work is not completed, the applicant will be required to return all State and Federal funding.

(N) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days' notice to Jurisdiction stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse Jurisdiction only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(O) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

Grant Requirements, Assurances and Agreements (continued from Section 10 of the Award)

(A) The performance period for this grant award is **March 15, 2018 through August 12, 2020**. Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.

(B) The Jurisdiction shall comply with the requirements and restrictions of the Hazard Mitigation Grant Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the Jurisdiction certifies it has read, understood, and accepted these documents as binding.

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

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

(E) The Jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep the Jurisdiction information current within the System of Award Management (SAM). Also the Jurisdiction is requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.

(F) The Jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. Per Executive Order 13166. The Jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities.

Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

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

(H) The Jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration and Naturalization Service Employment Eligibility.

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

1. Administrative requirements

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

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>

3. Audit Requirements

2 CFR Part 200 Subpart F *Audit Requirements*

<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- B. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- C. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 2. Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 3. Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 4. DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 5. Performance periods will not be extended due to a subrecipients failure to comply with Single Audit requirement.
 6. Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

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

- A. **Debarred/Suspended Vendors.** As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
9. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
10. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005-.030
www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

Hazard Mitigation Grant Program (HMGP)
Approved HMGP Project Description and Budget Detail

Applicant Name: Matanuska Susitna Borough
Project Name: Matanuska River Erosion Mitigation - Butte, 10 Homes Acquisition and Demolition Project
Project Number: 4162.0004
Performance Period: March 15, 2018 to August 12, 2020
Scope of Work:

Matanuska Susitna Borough (MSB) will acquire, demolish and remove ten homes and associated infrastructure located on nine parcels within the 100 year-flood zone, between the lower Matanuska River and the Old Glenn Highway. The project will remediate and preserve roughly 70 acres of privately-owned land. Such land will be preserved as a riparian habitat corridor, open space perpetuity restriction upon the deeds of the applicable properties.

Phase I target properties are:

- Nelson, Clint and Christine - 16062 E. Ye Old River Rd. Palmer, AK 99645, private home and outbuildings on 5.6-acre parcel, 61.57881N/149°049017W; Township 17N Range 2E Section 11 LOT C7
- Nelson, Gary and Janice - 16149 and 16215 E. Ye Old River Rd., Palmer, AK, two rental homes, with an outbuilding on 5.9-acre parcel, 61.578599N/149.045489W and 61.579228N/149.045479W; Township 17N Range 2E Section 11 Lot C8
- Peterson, Dale - 16100 East Ye Old River Rd., Palmer, AK 99645, private home and outbuildings on 3.2-acre parcel, 61.57815N/149.045452W; Nelson Lot 2
- Hansen, Mark and Dixie - 550 S. Old Glenn Hwy., Palmer, AK 99645, four-plex apartment building with outbuilding on 1-acre parcel, 61.578068N/149.043607W; Nelson Lot 1
- Wake, Patrick - 810 S. Old Glenn Hwy., Palmer, AK 99645, private home with outbuildings on 18.3-acre parcel, 61.575362N/149.044272W; Township 17N Range 2E Section 11 Lot C15
- Derstine, Bruce - 1044 S. Old Glenn Hwy., Palmer, AK 99645, private home with outbuildings on 11.2-acre parcel, 61.571797N/149.043993W; Township 17N Range 2E Section 11 Lot C17
- McMurry, Dennis and Lana - 1134 S. Old Glenn Hwy., Palmer, AK 99645-8671, private home with outbuilding on 11.6-acre parcel, 61.571337N/149.0444W; Township 17N Range 2E Section 11 Lot C16
- Silba, Steven - 2400 N. Old Glenn Hwy, Palmer, AK, 99645, private home with outbuilding on 1.9-acre parcel, 61.606935N/149.059858W; Foothill EST Tract B
- Easler, Scott - 700 S. Old Glenn Hwy, Palmer, AK, ,99645, private home on 6.1-acre parcel, 61.576250N,149.048754W; Township 17N Range 2E Section 11 Lot C14

Phase II:

Will be awarded to add the following structure/property upon FEMA approval of a no effect finding from the environmental assessment.

- Huddleson, Dan and Pat - 600 S. Old Glenn Hwy., Palmer, AK 99645, private home, commercial garage with outbuildings on 6.2-acre parcel, 61.577374N/149.044894W; Township 17N Range 2E Section 11 Lot C12.

Scope Details:

MSB will utilize the services of a contracted Project Manager, to manage both grant administration and project implementation. MSB will competitively solicit a contract to hire a separate vendor for project construction, as the Construction Contractor.

As stated in the Project Application, the hired Project Manager will coordinate with Federal and State agencies regarding site permits, endangered species, hazardous waste and environmental information.

All ten properties contain liquid fuel tanks, septic systems, and other environmental hazards that shall be removed along with all present utilities.

Photographs of the homes and parcels will be taken before, during and after the acquisition and demolition. Photos will be provided to DHS&EM as part of the required documentation for contract fulfillment and as a part of the close out Final Inspection.

Phase II Funding (\$242,000), to acquire and demolish property, Huddleson 600 S. Old Glenn Hwy Palmer AK 99645, on condition that the Phase I Environmental Site Assessment results do not require further analysis and grant is approved via Federal Emergency Management Agency (FEMA).

1-6 WEEKS:

1. Identify and procure a Project Manager.
2. Complete property appraisals at market value via qualified State certified Real Estate Appraiser.
3. Complete Environmental Assessment of following property: 600 S. Old Glenn Hwy Palmer AK 99645.
4. Complete cost-effective remediation plan to that illustrates avoidance of environmental contamination.

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1-40 WEEKS:

1. Full execution of Property Acquisition Purchase Agreement.

8-50 WEEKS:

1. Full completion of Project Acquisition, to include signed Purchase Agreement along with closing documentation.

12-50 WEEKS:

1. All septic systems, fuel tanks, hazardous materials and utilities removed from properties.
2. Agency approval and implementation of Environmental Remediation Plan.
3. Demolition and Removal of acquired homes and present utilities.
4. Stabilize and Monitor construction sites for close out of demolition contract.

1-52 WEEKS:

1. Full completion and close out of Phase I project management.
2. Full completion and closeout of Phase I construction.
3. Secure final MSB title transfer document to the Borough for open space use.
4. Final Inspection with MSB & DHS&EM.

Budget:

Item Name	Unit Qty	Unit of Measure	Unit Cost	Total
Flood Certification (not required)	1	ea.	ea.	\$70,000.00
Appraisals	1	ea.	ea.	\$30,000.00
Project Management	1	ea.	ea.	\$166,275.00
Environmental Site Assessment	1	ea.	ea.	\$66,900.00
Acquisition Activities - Purchase Agreement Completion and Negotiation (if necessary)	1	ea.	ea.	\$84,000.00
Property Acquisition - Purchase Agreement Implementation and Acquisition Closeout	1	ea.	ea.	\$2,280,000.00
Environmental Site Remediation	1	ea.	ea.	\$302,550.00
Demolition and Removal	1	ea.	ea.	\$364,300.00
Site Stabilization	1	ea.	ea.	\$85,200.00
Construction Monitoring	1	ea.	ea.	\$160,875.00
Total Project Cost				\$3,368,100.00

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DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
 Obligating Award Document for
HAZARD MITIGATION GRANT PROGRAM
U.S. DEPT OF HOMELAND SECURITY
 Federal Emergency Management Agency
 Grant Programs Directorate

Federal Grant No. 4162-4-R CFDA No. 97.039

1. State Grant No. 4162.0004	2. DUNS # 081482960	3. Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Amendment #3	4. Employer Tax ID # 92-0030816
5. Subrecipient Name and Address Matanuska-Susitna Borough 350 East Dahlia Avenue Palmer, AK 99645-6411		6. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 Fort Richardson, Alaska 99505-5750 http://www.ready.alaska.gov/	
7. Effective Date of This Action March 15, 2018		8. Method of Payment: Electronic	
9. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) Total Award Amount: \$3,368,100.00 Federal Share: \$2,526,075.00 State Matching Share: \$842,025.00 Local Matching Share: \$0.00 Grant Performance Period: March 15, 2018 through August 13, 2021 See Attached: Approved Hazard Mitigation Grant Program (HMGP) Project Description and Budget Detail For State Use Only: CC # File No. #			
10. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. Funding for this grant is 75% Federal (FEMA) and 25% State (DHS&EM).			
11. Special Conditions:			
12. Subrecipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17.			
13. Division of Homeland Security and Emergency Management Project Manager Javin R. Swearinger		Phone: (907) 428-7045 Fax: (907) 428-7009 Email: javin.swearinger@alaska.gov	
14. Signature of Jurisdiction Project Manager Taunnie Boothby, Project Manager		Phone: (907) 861-8526 Fax: (907) 861-7876 Email: taunnie.boothby@matsugov.us	
15. Signature of Jurisdiction Chief Financial Officer Cheyenne Heindel, Finance Director		Phone: (907) 861-8630 Fax: (907) 861-8412 Email: cheyenne.heindel@matsugov.us	
16. Signature of Jurisdiction Signatory Official George Hayes, Acting Borough Manager		Date: _____ Phone: (907) 861-8557 Fax: (907) 861-8669 Email: george.hayes@matsugov.us	
17. Division of Homeland Security and Emergency Management Signatory Official William A. Dennis Alternate Governor's Authorized Representative		Date 8-14-20	

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Grant Terms and Conditions (continued from Section 9 of Award)

The total allocation of the 2013 November Storm awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$5,920,659 under *Federal Grant DR-4162-AK, CFDA# 97.039. Matanuska-Susitna Borough*, hereby referred to as "Jurisdiction" has been awarded \$3,368,100, which shall be used to **support activities essential to acquire, demolish and remove ten homes and associated infrastructure located on ten parcels**. The performance period of this grant award is **March 15, 2018 through August 13, 2021**. Project conditions must be completed by this date. The Jurisdiction cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHS&EM will execute de-obligation of the funds. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The Jurisdiction shall submit timely quarterly *HMGP Project Quarterly Report* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/Grants/HMGP>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Q1	October 1 – December 31	Report due January 20
Q2	January 1 – March 31	Report due April 20
Q3	April 1 – June 30	Report due July 20
Q4	July 1 – September 30	Report due October 20

HMGP Project Quarterly Report shall describe the status of the project, compare actual accomplishments to the objectives established for the reporting period in the project timeline, report reasons for deviation and justification for timeline adjustment requests, and must support the funds expended. Include any significant events or activities. Progress must be reported relative to the project timeline and milestones stated in the jurisdiction's application. The *Project Final Narrative Form* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(C) Reimbursements: Submit on the *HMGP Request for Funds* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly report. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.).

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The Jurisdiction shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section J.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** See Subrecipient Handbook
- **Construction:** Projects must comply with the Davis-Bacon Act. Contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character.
- **Final Payment:** The Jurisdiction has 60 days from the completion of the project to submit the supporting documentation to the DHS&EM Project Manager accompanied with the following completed forms:
 - HMGP Project Final Narrative Form
 - HMGP (Final) Quarterly Report Form
 - HMGP Statement of Documentation Form
 - HMGP (Final) Request for Funds Form

DHS&EM will conduct final inspections, and upon favorable review will make final payment. Final payment may also be conditioned upon a financial review, if determined necessary by DHS&EM. Adjustments to the final payment may be made following any audits conducted by the State of Alaska or the United States Inspector General. DHS&EM reserves the right to withhold disbursement of final payment to the Jurisdiction until the project has been completed and given final approval by DHS&EM.

- **Advance of Funds:** See Subrecipient Handbook.
- **Administrative Allowance:** The Jurisdiction is eligible to receive direct administrative monies upon completion and closure of the project to the extent authorized by federal law, and subject to project funding as specified in the project budget as

an approved line item. Administrative costs refer to the costs of requesting, obtaining, and administering the hazard mitigation grant program.

(D) Non-reimbursable Expenses:

- Contracts, single vendor response to a competitive bid, and procurements over \$100,000 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Supplanting
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission
- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, licensing fees, weapons systems and ammunition

(E) Property and Equipment Management: The Jurisdiction shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants.htm> shall be submitted to DHS&EM annually each **January 20** with the *HMGP Project Quarterly Report* during the performance period, and continued submission is required annually until final disposition of the equipment. The Jurisdiction shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the Jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with State laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32.

(F) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 CFR Part 13, and OMB Circular A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments." Contractors that develop or draft specifications, requirements, Statements of Work (SOW), and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases in excess of \$100,000.00 require pre-approval of DHS&EM.**

(G) Contracts: Any contract entered into during this grant period shall comply with local, State and federal government contracting regulations. To the extent that recipients of a grant use contractors, the subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, State and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Jurisdiction is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

(H) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(I) Audit Requirements: As the federal grant recipient, the State of Alaska requires a subrecipient expending \$500,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with OMB Circular A-133. The Jurisdiction will permit the State of Alaska project officials, program officials and auditors to have access to the subrecipient and third-party contractor's records and financial statements as necessary for the State of Alaska to comply with OMB Circular A-133. Copies of audit findings must be submitted to DHS&EM within 30 days after the Jurisdiction receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the Catalog of Federal Domestic Assistance (CFDA) title and number; and the name of the pass-through agency.

(J) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(K) Performance Measures: *HMGP Project Quarterly Report* shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(L) Sub-recipient Monitoring Policy: Monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to monitor, review and conduct analysis of the Jurisdiction's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The **Monitoring Policy is available at** <http://ready.alaska.gov/Grants/HMGP>.

(M) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the Jurisdiction of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The Jurisdiction must respond within five days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Section 11
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards
- g. The Applicant must complete all work associated with the project. If the work is not completed, the applicant will be required to return all State and Federal funding.

(N) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days' notice to Jurisdiction stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse Jurisdiction only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(O) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

Grant Requirements, Assurances and Agreements (continued from Section 10 of the Award)

(A) The performance period for this grant award is **March 15, 2018 through August 13, 2021**. Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.

(B) The Jurisdiction shall comply with the requirements and restrictions of the Hazard Mitigation Grant Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the Jurisdiction certifies it has read, understood, and accepted these documents as binding.

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

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

(E) The Jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep the Jurisdiction information current within the System of Award Management (SAM). Also the Jurisdiction is requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.

(F) The Jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*. The Jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities.

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Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

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

(H) The Jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration and Naturalization Service Employment Eligibility.

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

1. Administrative requirements

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

2. Cost Principles

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

3. Audit Requirements

2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- B. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- C. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 2. Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 3. Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 4. DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 5. Performance periods will not be extended due to a subrecipients failure to comply with Single Audit requirement.
 6. Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

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

- A. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

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4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
9. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
10. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005-.030
www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

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Hazard Mitigation Grant Program (HMGP)
Approved HMGP Project Description and Budget Detail

Applicant Name: Matanuska Susitna Borough
Project Name: Matanuska River Erosion Mitigation - Butte, 10 Homes Acquisition and Demolition Project
Project Number: 4162.0004
Performance Period: March 15, 2018 to August 13, 2021
Sope of Work:

Matanuska Susitna Borough (MSB) will acquire, demolish and remove ten homes and associated infrastructure located on nine parcels within the 100 year-flood zone, between the lower Matanuska River and the Old Glenn Highway. The project will remediate and preserve roughly 70 acres of privately-owned land. Such land will be preserved as a riparian habitat corridor, open space perpetuity restriction upon the deeds of the applicable properties.

Phase I target properties are:

- Nelson, Clint and Christine - 16062 E. Ye Old River Rd. Palmer, AK 99645, private home and outbuildings on 5.6-acre parcel, 61.57881N/149°.049017W; Township 17N Range 2E Section 11 LOT C7
- Nelson, Gary and Janice - 16149 and 16215 E. Ye Old River Rd., Palmer, AK, two rental homes, with an outbuilding on 5.9-acre parcel, 61.578599N/149.045489W and 61.579228N/149.045479W; Township 17N Range 2E Section 11 Lot C8
- Peterson, Dale - 16100 East Ye Old River Rd., Palmer, AK 99645, private home and outbuildings on 3.2-acre parcel, 6157815N/149.045452W; Nelson Lot 2
- Hansen, Mark and Dixie - 550 S. Old Glenn Hwy., Palmer, AK 99645, four-plex apartment building with outbuilding on 1-acre parcel, 61.578068N/149.043607W; Nelson Lot 1
- Wake, Patrick - 810 S. Old Glenn Hwy., Palmer, AK 99645, private home with outbuildings on 18.3-acre parcel, 61.575362N/149.044272W; Township 17N Range 2E Section 11 Lot C15
- Derstine, Bruce - 1044 S. Old Glenn Hwy., Palmer, AK 99645, private home with outbuildings on 11.2-acre parcel, 61.571797N/149.043993W; Township 17N Range 2E Section 11 Lot C17
- McMurry, Dennis and Lana - 1134 S. Old Glenn Hwy., Palmer, AK 99645-8671, private home with outbuilding on 11.6-acre parcel, 61.571337N/149.0444W; Township 17N Range 2E Section 11 Lot C16
- Silba, Steven - 2400 N. Old Glenn Hwy, Palmer, AK, 99645, private home with outbuilding on 1.9-acre parcel, 61.606935N/149.059858W; Foothill EST Tract B
- Easler, Scott - 700 S. Old Glenn Hwy, Palmer, AK, ,99645, private home on 6.1-acre parcel. 61.576250N,149.048754W; Township 17N Range 2E Section 11 Lot C14

March 15, 2018 to August 13, 2021

Scope Details:

MSB will utilize the services of a contracted Project Manager, to manage both grant administration and project implementation. MSB will competitively solicit a contract to hire a separate vendor for project construction, as the Construction Contractor.

As stated in the Project Application, the hired Project Manager will coordinate with Federal and State agencies regarding site permits, endangered species, hazardous waste and environmental information.

All ten properties contain liquid fuel tanks, septic systems, and other environmental hazards that shall be removed along with all present utilities.

Photographs of the homes and parcels will be taken before, during and after the acquisition and demolition. Photos will be provided to DHS&EM as part of the required documentation for contract fulfillment and as a part of the close out Final Inspection.

Phase II Funding (\$242,000), to acquire and demolish property, Huddleson 600 S. Old Glenn Hwy Palmer AK 99645, on condition that the Phase I Environmental Site Assessment results do not require further analysis and grant is approved via Federal Emergency Management Agency (FEMA).

1-6 WEEKS:

1. Identify and procure a Project Manager.
2. Complete property appraisals at market value via qualified State certified Real Estate Appraiser.
3. Complete Environmental Assessment of following property: 600 S. Old Glenn Hwy Palmer AK 99645.
4. Complete cost-effective remediation plan to that illustrates avoidance of environmental contamination.

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1-40 WEEKS:

1. Full execution of Property Acquisition Purchase Agreement.

8-50 WEEKS:

1. Full completion of Project Acquisition, to include signed Purchase Agreement along with closing documentation.

12-50 WEEKS:

1. All septic systems, fuel tanks, hazardous materials and utilities removed from properties.
2. Agency approval and implementation of Environmental Remediation Plan.
3. Demolition and Removal of acquired homes and present utilities.
4. Stabilize and Monitor construction sites for close out of demolition contract.

1-52 WEEKS:

1. Full completion and close out of Phase I project management.
2. Full completion and closeout of Phase I construction.
3. Secure final MSB title transfer document to the Borough for open space use.
4. Final Inspection with MSB & DHS&EM.

Budget:

Item Name	Unit Qty	Unit of Measure		Unit Cost	Total
Flood Certification (not required)	1	ea.		ea.	\$70,000.00
Appraisals	1	ea.		ea.	\$30,000.00
Project Management	1	ea.		ea.	\$166,275.00
Environmental Site Assessment	1	ea.		ea.	\$66,900.00
Acquisition Activities - Purchase Agreement Completion and Negotiation (if necessary)	1	ea.		ea.	\$84,000.00
Property Acquisition - Purchase Agreement Implementation and Acquisition Closeout	1	ea.		ea.	\$2,280,000.00
Environmental Site Remediation	1	ea.		ea.	\$302,550.00
Demolition and Removal	1	ea.		ea.	\$364,300.00
Site Stabilization	1	ea.		ea.	\$85,200.00
Construction Monitoring	1	ea.		ea.	\$160,875.00
Total Project Cost					\$3,368,100.00

IM 20-170

MEMORANDUM OF AGREEMENT (MOA)

Between

MATANUSKA-SUSITNA BOROUGH

And

SUSITNA COMMUNITY COUNCIL

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and the SUSITNA COMMUNITY COUNCIL (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein.

WHEREAS, the Borough has the authority to enter into this agreement with the Grantee to carry out the purposes contained herein; and

WHEREAS, the Grantee represents and warrants it has the legal capacity to enter into this agreement and carry out the purposes contained herein; and

WHEREAS, the Grantee is willing to comply with the terms and conditions of this agreement; and

WHEREAS, the Grantee represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability and age; and

WHEREAS, all funds expended by the Grantee will be for materials, equipment, or services used in the completion of the project; and

WHEREAS, the Borough has allocated the total sum of \$15,789 to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibit "A".

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In this agreement:

A. The term "funds" means \$15,789 which is the total sum made available to the Grantee by the Borough for the purposes stated in Exhibit "A."

B. The term "project completion" means completion of all FY19 Community Assistance Program

contract duties by the Grantee under this agreement and acceptance by the Borough.

C. The term "Grantee" means the Susitna Community Council.

Section 2. Contract Documents.

A. The documents that make up this agreement between the Borough and the Grantee consist of the following:

1. This contract, titled Memorandum of Agreement,
2. Scope of Work, labeled Exhibit "A."

The above documents are a part of and incorporated in this agreement.

B. If any document which is part of this agreement conflicts or is inconsistent with any other, the terms of the main memorandum of agreement shall prevail, followed by the terms of Exhibit "A."

Section 3. Period of Performance. This contract shall become effective on the date of execution. The project must be completed in its entirety on or before December 31, 2021.

Section 4. Scope of Work. The Grantee shall perform the work of the project in accordance with the scope of work and budget set forth in Exhibit "A," which exhibit is incorporated herein by reference and made a part thereof.

Section 5. Payment terms.

A. Upon execution of this agreement, the Borough shall pay to the Grantee the funds of the grant.

Section 6. Award of Contracts by Grantee.

A. Any contract that the Grantee enters into involving the expenditure of funds shall be in accordance with this contract and shall incorporate the terms of this contract by reference. B.

Any contract for public construction shall meet the requirements of Alaska Statutes Sections 36.05.010–36.95.010. These requirements include but are not limited to requirements for advertising specifications for the contract, minimum wages to be paid to certain employees, withholding of payments as is necessary to pay those employees and necessary bonds. "Public construction" means the on-site field surveying, erection, rehabilitation, FY19 Community Assistance Program

alteration, extension or repair, including painting or redecorating buildings, highways, or other improvements to real property of the Borough or State under this contract.

C. The Grantee shall not award a public construction contract involving the expenditure of funds unless a reasonable effort is made to obtain the price through a competitive process. No formal competitive bid procedure is required. The Grantee shall keep records of the contractors contacted and proposals received.

D. The Grantee shall not permit the involvement of a person with a financial or other private interest in the contractor or contract to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior to the contract award. "Conflict of Interest" is defined as in MSB 2.52.460, as applicable. The Borough shall not be liable for reimbursement to the Grantee for any contract awarded by the Grantee in violation of this subsection.

E. This section is intended solely to ensure that public funds are expended responsibly and in the best interest of the public as a whole. It creates no rights or remedies in persons except for the Borough.

Section 7. Operations and Maintenance. Except as otherwise provided in this agreement, the Grantee shall at all times, at its own expense, operate and maintain the project facilities for use by the general public.

Section 8. Records Accounting and Audits.

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of funds and in generating and retaining control documents necessary to allow subsequent audits.

B. The Grantee shall allow, on request, an audit by the Borough of its expenditures of monies made available to the Grantee under this agreement and of transactions related to those expenditures.

Section 9. Indemnification.

A. The Grantee shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees. The Grantee shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Grantee's or Grantee's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Grantee shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or employees.

B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

Section 10. Contract not Affected by Oral Agreement. Oral statement of any person shall not modify or otherwise affect the scope of work, or other terms and conditions as herein stated. All modifications to the agreement must be made in writing by the Grantee to the Borough and, in any case, are subject to the approval of the Borough.

Section 11. Defaults.

A. The Borough shall not be responsible and the Grantee shall hold the Borough harmless should the Grantee or any of its subcontractors fail to complete the provisions of this agreement. Upon evidence of breach of this agreement, including but not limited

FY19 Community Assistance Program

to the failure to complete the project, the Borough may give a notice of default to the Grantee terminating the entire or any part of this agreement 30 days from the date the notice is mailed.

B. Upon termination of the agreement in whole or in part, any unexpended funds may be used by the Borough to settle any claim(s) and/or to complete the project; in doing so, the Borough may procure services similar to those terminated and the Grantee shall be liable to the Borough for any excess costs for such services; provided that the Grantee shall continue performance of this agreement to the extent not terminated by this section.

C. The Grantee will be liable to the Borough for any claim(s) or outstanding liabilities of the Grantee or of the Borough as a result of the acts or omissions of the Grantee in default of the agreement, and shall be liable for the return of funds not expended in accordance with the terms of the agreement.

D. If the Grantee does not spend the provided funds in accordance with this agreement or does not meet the requirements listed in Section 8 of this agreement, the Grantee will be liable for the return of all funds and shall not be eligible to receive future funding.

Section 12. Additional Work. No claim for additional funds not specifically herein furnished to the Grantee shall be paid for by the Borough, provided, however, that the Grantee may at its own expense provide such other work as it may deem appropriate and consistent with the purposes and terms of this agreement.

Section 13. Other Grants. In the event funds are used for the purpose of providing "matching" funds required in connection with any other project, facility or service of the Grantee supported by other Federal, State or local monies, those funds shall be spent in compliance with contracts or agreements governing those other projects, facilities, or services in addition to the terms and conditions of this agreement.

Section 14. Jurisdiction; Choice of Law. Any civil action
FY19 Community Assistance Program

arising from this agreement shall be brought in the Palmer Superior Court for the Third Judicial District of the State of Alaska. The Law of the State of Alaska shall govern the rights and obligations of the parties under this agreement.

Section 15. Non-Waiver. The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 16. Permits, Laws and Taxes. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. All actions taken by the Grantee under this agreement shall comply with all applicable Borough, State and Federal statutes, ordinance, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

Section 17. Non-Discrimination. The Grantee shall not, in the course of performing its duties under this agreement discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

Section 18. Relationship of the Parties. The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this agreement and monitor the Grantee's performance within this agreement but shall not supervise or otherwise direct the Grantee except as provided herein.

Section 19. Integration. This agreement and any exhibits and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 20. Notices. Any notice required pertaining to the
FY19 Community Assistance Program

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

Borough: Matanuska-Susitna Borough
Attn: Finance - Accounting
350 E Dahlia Avenue
Palmer, AK 99645

Grantee: Susitna Community Council
HC89 Box 8575
Talkeetna, AK 99676

Section 23. Severability. Any provision of this agreement decreed invalid by a court of competent jurisdiction or otherwise by law shall not invalidate the remaining provisions of this agreement.

BOROUGH USE ONLY

Fund Verified:

475.000.000.449.500 47033-5000-5140

Signature

Date

MATANUSKA-SUSITNA BOROUGH

SUSITNA COMMUNITY COUNCIL

Date: ____/____/____

Date: ____/____/____

Acting Borough Manager

Authorized Representative

Printed Name and Title

EXHIBIT "A" - SCOPE OF WORK

Project Purpose and Description:

To encourage outdoor recreation opportunities, education, beautification, and any other public purpose for the benefit of our community to include:

- Upper Susitna Seniors Program Operations
- Meals on Wheels
- KTNA
- Talkeetna Elementary
- Upper Susitna Food Pantry
- Moose Club
- Sunshine Transit
- Administrative costs for the operations of the community council

PROJECT BUDGET

TOTAL PROJECT BUDGET

\$15,789

The above scope of work and budget is subject to revisions by Borough and Grantee as mutually agreed upon by prior written amendment.

If Grantee has any questions whether expenditure is appropriate for reimbursement, ask before committing to the expense.