

**SUBJECT:** ACCEPT, APPROPRIATE, AND APPROVE THE SCOPE OF WORK AND BUDGET FOR THE 2019 MCKINLEY FIRE DISASTER RELIEF MONIES, IN THE AMOUNT OF \$24,248.94 FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AND \$8,082.98 FROM THE ALASKA STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHS&EM) TO FUND 445, PROJECT NO. 55022.

**AGENDA OF:** May 4, 2021

**ASSEMBLY ACTION:**

*accepted without objection. 5.18.21 KBJ*

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:** *MB*

Route To:	Department/Individual	Initials	Remarks
	Originator	Ep/FIN	
	Finance Director	<i>CV</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>Jan 4/20/21</i>	<i>(B)</i>

**ATTACHMENT(S):** Fiscal Note: YES X NO \_\_\_\_\_  
Ordinance Serial No. 21-044 (2 pp)  
Resolution Serial No. 21-042 (2 pp)  
Subaward Grant Agreement (37 pp)

**SUMMARY STATEMENT:** During the incident period of August 17, 2019 through September 13, 2019 a forest fire (McKinley Fire) caused widespread damage throughout the Willow-Caswell area. The Borough responded immediately by activating it's Call Center and responding to disaster related communications. The Call Center was staffed for 12 hours per day for over 10 days. Public information officers were instrumental in keeping the community informed in a timely manner during the course of the disaster. The Borough also responded to transportation and sheltering needs.

A local disaster declaration was issued on August 17, 2019, followed by a state and federal declaration on August 20, 2019.

Under the Fire Management Assistance Grant (FMAG) Program, through the Alaska Department of Natural Resources, Division of Forestry, 75% of eligible costs are reimbursable from the Federal Emergency Management Agency (FEMA) and the remaining 25% are reimbursable from the Division of Homeland Security and Emergency Management (DHS&EM) for emergency work.

**RECOMMENDATION OF ADMINISTRATION:** Respectfully request adoption of the legislation to accept, appropriate, and approve the scope of work and budget for disaster relief monies from the Fire Management Assistance Grant (FMAG) Program as a result of the 2019 McKinley Fire, fund 445, project no. 55022.

## MATANUSKA-SUSITNA BOROUGH

## FISCAL NOTE

Agenda Date: May 4, 2021

SUBJECT: Accept, appropriate and approve the scope of work and budget for the 2019 McKinley Fire -Fire Management Assistance Grant Program, project no. 55022.

ORIGINATOR: Finance

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>(YES)</u> NO
AMOUNT REQUESTED <u>32,331.92</u>	FUNDING SOURCE <u>Federal and State</u>
FROM ACCOUNT #	PROJECT
TO ACCOUNT: <u>445,000.000 3xx.xxx</u>	PROJECT # <u>55022</u>
VERIFIED BY: <u>[Signature]</u>	CERTIFIED BY:
DATE: <u>4-15-2021</u>	DATE:

## EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		<u>32.3</u>				
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REVENUE						
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## FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds		<u>32.3</u>				
Other						
TOTAL		<u>32.3</u>				

## POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

PHONE:

DEPARTMENT:

DATE:

APPROVED BY:

DATE:

Chesenne Heindel4/15/2021



## Subaward Grant Agreement

State of Alaska  
Department of Natural Resources  
Division of Forestry  
**McKinley Fire FMAG Subaward Grant**

Grant Agreement Number N/A	/ Federal Award Number / 5287FMAKP00000001	Amount of Federal Funds \$24,248.94
CFDA 97.046	Project Title McKinley Fire FMAG MSB	
Principal Contacts: Individuals listed below are authorized to act in their respective areas for matters related to this award.		
Grantee (Subrecipient)		Division of Forestry
Name Matanuska-Susitna Borough	DUNS # 100910306	Name Sarah Saarloos
Street/P.O. Box 350 E. Dahlia Ave.		Title Forester IV
City/State/Zip Palmer, AK 99645		Street/P.O. Box 550 W. 7 <sup>th</sup> Ave., Suite 1450
Contact Person Tonya Loyer		City/State/Zip Anchorage, AK 99501
Phone 907-861-8621	Email Tonya.Loyer@matsugov.us	Phone (907) 269-8481
		Email sarah.saarloos@alaska.gov

### Agreement

The Alaska Department of Natural Resources, Division of Forestry (hereinafter 'DOF') and subrecipient Grantee **Matanuska-Susitna Borough** (hereinafter 'Grantee') agree as set forth herein. This funding is a subaward of Federal financial assistance. This Subaward Grant, awarded and administered by the DOF, is consistent with the policies, procedures, and objectives of Section 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5187, as amended by the Disaster Mitigation Act of 2000. The United States Department of Homeland Security, Federal Emergency Management Agency (FEMA), Region 10 funds the Fire Management Assistance Grant (FMAG) program. The Federal Award Number is 5287FMAKP00000001 and the Catalog of Federal Domestic Assistance (CFDA) number and name are 97.046, Fire Management Assistance Grant. On March 20, 2020, DOF was awarded the Fire Management Assistance Grant in the amount necessary to carry out the work authorized under the Federal award specific to the McKinley Fire, of which Matanuska-Susitna Borough will receive a subaward. The funds provided by this subaward are not for research and development and an indirect rate is not applied to this funding.

Subrecipient grantees must obtain a Dun and Bradstreet Data Universal Number System (DUNS) number (<http://www.dnb.com>) and register with the Central Contractor Registration (CCR) (<http://www.sam.gov>) database. This information must be current during the term of the grant.

As a subrecipient, the Grantee is subject to the OMB guidance in subparts A through F of 2 CFR Part 200.

Electronic copies of the CFRs can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).

**Section I.** The DOF shall reimburse the Grantee for the performance of the project work under the terms outlined in this agreement. This grant requires a match of 75:25 of federal to non-federal funds. Matching funds may include hard match (which is actual dollars spent for a service, materials, and/or equipment). The amount of this grant agreement is \$32,331.92, of which the amount of **federal funds is**



not to exceed \$24,248.94 and the amount of matching funds to be supplied by the Grantee is \$8,082.98. The amount of payment is based upon project expenditures which are authorized under this agreement. In no event shall the payment exceed \$24,248.94.

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

**Section III.** The period of performance (POP) is the time during which the Grantee may incur new obligations to carry out the work authorized under this agreement. The POP end date establishes the point at which the Grantee may no longer incur any costs under the Grant Agreement (including project costs and management costs), may no longer receive new equipment or services, must complete all work under the award, must start final reconciliation of costs, and must start preparation of final reports to be submitted as required to close the grant. The POP begins August 17, 2019 and ends August 17, 2021.

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

ATTACHMENT A – Scope of Work

1. Purpose
2. Project Description
3. Budget
4. Reporting
5. Reimbursement
6. Additional Requirements

ATTACHMENT B—Standard Provisions

ATTACHMENT C—Special Requirements and Assurances for Federally Funded Projects

ATTACHMENT D—State of Alaska Substitute Form W-9

AMENDMENTS—Any fully executed amendments to this agreement

Grantee	Division of Forestry
Signature	Signature
Grantee Printed Name and Title	Printed Name and Title
Date	Date

FOR DIVISION OF FORESTRY INTERNAL USE ONLY				
Federal Awarding Agency: Federal Emergency Management Agency		DUNS #: 100910306	EIN #:	FAIN: 5287FMAKP00000001
Federal Award Dates: 8/17/2019-8/17/2021	Grantee's State VCN:	Approver Name/EID:		Date Submitted:
Payment Amount:	Template:	Major Program:	Grant Program Name: FMAG	BFY:
Unit Code:	AR Unit:	Object Code:	Program Code:	PPC:

## **Attachment A Scope of Work**

### **1. Purpose**

This Subaward Grant will provide funds to the Grantee for the purpose of supporting wildland firefighting and emergency response activities. The key outcomes of the project are coordination of emergency services with Alaska State Forestry wildfire managers, initial attack, extended attack and Incident Management team personnel managing the fire suppression effort. The Grantee must use the proceeds provided pursuant to this Grant Agreement to perform allowable activities under the Program.

### **2. Project Description**

The Grantee shall perform the following project activities:

- Activating its call center;
- Communications with the public (Public Information Officers);
- Public meeting attendance;
- Maintaining a social media presence for information flow; and
- Responding to transportation and sheltering needs.

### **3. Budget**

The Grantee shall establish and maintain effective internal control over the grant that provides reasonable assurance that the Grantee is managing the grant in compliance with Federal statutes, regulations, and the terms and conditions of the grant.

The Grantee shall follow all applicable procurement procedures as required in 2 CFR 200. These Subaward Grant funds are subject to U.S. Office of Management and Budget 2 CFR Part 200 Subpart F – Audit Requirements.

#### **Matching:**

This Subaward requires a match of 75:25 of federal to non-federal funds. Matching funds may not include federal funds or services paid by federal funds.

Claimed match must be sufficiently documented to show compliance with federal requirements and to demonstrate how it supports the Subaward project. DOF will determine whether match documentation submitted is adequate and may require additional documentation before approval.

### **4. Reporting**

The Grantee shall submit interim, annual financial and performance reports, 120 days from the expiration of the one-year reporting period, and final financial and performance reports, 60 days after expiration of the period of performance. The Grantee must submit the final financial and performance report to DOF using the Project Worksheet. Reporting is required for the purpose of monitoring the subaward.

- Prime Award Period of Performance (POP): 8/17/2019 – 8/17/2021
- Prime Award Closeout Reporting and Liquidation Deadlines: 11/15/2021

The Project Worksheet should reflect activities completed and costs paid out during the reporting period.

Under no circumstances will the DOF release funds to the Grantee unless all required reporting is current.

## 5. Reimbursement

Request for Reimbursement: The Grantee agrees to notify DOF when work is completed. To request reimbursement, the Grantee must submit:

- a. Project Worksheet,
- b. Examples of source documentation of direct expenses and match,
- c. State of Alaska Substitute Form W-9, if not already submitted.

Payment: DOF shall issue payment to the Grantee after the Grantee has completed the project and submitted the request for reimbursement and itemized documentation of direct expenses and match, and after DOF has verified that the project is complete. Payment will only be given for work outlined in the Grant Agreement. The payment amount will be based on the work initially identified versus the amount of work verified as complete, as determined by DOF. DOF reserves the right to request additional information prior to approving a payment.

Withholding Payment for Taxes: DOF may withhold payment if it is discovered that the Grantee is in arrears with the Internal Revenue Service (IRS) or other State taxes. DOF shall continue to withhold payment until the IRS, State of Alaska Department of Revenue, or other appropriate agency notifies DOF that the taxes have been paid in full.

Internal Revenue Service (IRS) Reporting: Payment will be reported to the IRS as income to the Grantee and must be reported on appropriate tax filings. The State will issue an IRS 1099 Reporting Form statement of earnings to the Grantee. DOF expresses no opinion on the taxability, if any, of the awarded grant funds.

## 6. Additional Requirements

The Grantee shall adhere to the following requirements of the Federal award which is the source of this grant funding:

- This Grant Agreement incorporates by reference the terms of the *FEMA-State Agreement—2019, Fire Management Assistance Grant Program, State of Alaska* and the Grantee shall comply with applicable laws, regulations, policy and guidance in accordance with the *FEMA—State Agreement—2019*.
- The Grantee will comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (C.F.R.) (*Emergency Management and Assistance*), 2 C.F.R. Part 3002 (implementing 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
- The Grantee certifies compliance, in accordance with required federal grant assurances and certifications, with the Clean Water Act, Endangered Species Act, National Historic Preservation Act, and other applicable environmental laws that apply (see Attachment C).

- The Grantee has no property interest in the funds contained in the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in the HHS/Smartlink due to grant amendments, partial and/or full grant terminations, closeouts, or other reasons.



## **Attachment B**

### **Standard Provisions**

#### **Article 1.     Definition**

“DOF” refers to the Department of Natural Resources, Division of Forestry 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 DOF and the State of Alaska and their authorized agents and employees, from 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 DOF 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 DOF 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 DOF 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 grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the DOF and the State of Alaska shall be at all times as an independent Grantee. The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the State in the performance of this Grant Agreement.

#### **Article 4.     Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the DOF in writing. The DOF’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.     Inspections and Access to Records**

The DOF and duly authorized officials of the State of Alaska may inspect, in the manner and at reasonable times it considers appropriate, all of the Grantee’s facilities and activities under this Grant Agreement. The DOF 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.

**Article 6. Reports**

The Grantee, at such times and in such forms as the DOF may require, shall furnish the DOF 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 and other records relating to the performance of this Grant Agreement for six years after the later of either final Subaward Grant payment or the termination or expiration of this Subaward Grant. Records will also be necessary for final resolution of any audit findings, claims, or litigation related to the grant.

**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 notation), except with the written consent of the DOF.

**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. No Additional Work or Material**

No claims will be allowed for services, not specifically provided for in this Grant Agreement, which are performed or furnished by the Grantee.

**Article 11. Amendments and Modifications**

The Grantee or the DOF 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 DOF and the Grantee. Any such amendment or modification will be attached and made a part of this Grant Agreement.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the DOF 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 13. Obligations Regarding Third-Party Relationships**

No subcontracting by the Grantee shall create, between the DOF 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 DOF 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 14. Conflict of Interest**

No officer or employee of the DOF; 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.

**Article 15. 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 16. Payment of Taxes**

As a condition of this Grant Agreement, the Grantee shall pay all Federal, State and Local taxes incurred by the Grantee and shall require their payment by any contractor or other persons in the performance of this Grant Agreement.

**Article 17. 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 18. 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 DOF 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 DOF shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

#### **Article 19. 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 DOF 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 DOF 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 DOF shall be in accordance with the legal rights and liabilities of the parties.

#### **Article 20. 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 DOF may terminate the 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 19 of this Attachment.

#### **Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the DOF 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 DOF by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the DOF's option.

#### **Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the DOF, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the DOF shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in this Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

#### **Article 23. 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 24. Ownership of Project/Capital Facilities**

The DOF 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 DOF and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. 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 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance. 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 to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

**Article 27. Members of Congress**

Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this subaward, or benefits that may arise therefrom, either directly or indirectly.

**Article 28. 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 implementation of this project by the Federal, State or Local governments have been obtained.

Other common permits may include Alaska Department of Fish and Game Fish Habitat Permits for activities below ordinary high water of fish bearing streams and U.S. Army Corps of Engineers Clean Water Act Section 404 permits for activities in wetlands.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment B, the Grantee may revise the project budget in Attachment A without a formal amendment to this 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 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 agreement.

**Article 30. 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 31. 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-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 32. Operation and Maintenance**

Throughout the useful life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

**Article 33. Assurance**

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

**Article 34. 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 35. 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 36. Performance**

The DOF'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 rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant 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 38. Lobbying Activities.**

In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the Alaska Legislature.

**Article 39. 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.

**Article 40. Close-Out**

DOF will advise the Grantee to initiate close-out procedures when DOF 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 DOF 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.

**Attachment C**  
**Special Requirements and Assurances for**  
**Federally Funded Projects**

**SF-424B**

**AD-1048**

**AD-1049**

**FEMA-State Agreement—2019, Fire Management Assistance**  
**Grant Program, State of Alaska**



### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

AD-1048

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

**(Read Instructions On Page Two Before Completing Certification)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Metanuska-Susitna Borough	PR/AWARD NUMBER OR PROJECT NAME McKinley Fire EMAG
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
Prefix: <input type="text"/>	First Name: <input type="text"/>
Middle Name: <input type="text"/>	
Last Name: <input type="text"/>	
Suffix: <input type="text"/>	
Title: <input type="text"/>	
SIGNATURE(S) <input type="text"/>	DATE <input type="text"/>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

*Instructions for Certification*

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





Certification Regarding Drug-Free Workplace Requirements (Grants)  
Alternative I – For Grantees Other Than Individuals

AD-1049

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing §§ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. § 8101 et seq.), and 2 C.F.R. Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

**(Read Instructions On Page Three Before Completing Certification)**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A.1.).
  4. Notifying the employee in the statement required by paragraph (A.1.) that, as a condition of employment under grant, the employee will –
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (A.4.b.) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (A.4.b.), with respect to any employee who is so convicted –
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A.1. through A.6.).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street Address, City, County, State, Zip Code)

Street1:

Street2:

City:

County:

Country:

State:

Province:

Zip / Postal Code:

Check ☐ if there are workplaces on file that are not identified here.

ORGANIZATION NAME

Matanuska-Susitna Borough

PR/AWARD NUMBER OR PROJECT NAME

McKinley Fire FMAG

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Chief of Staff

SIGNATURE(S)

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Form AD-1049 (REV 12/18)

OR 21-044  
RS 21-042  
IM 21-081

### Instructions for Certification

- (1) By signing and submitting this form, the grantee is providing the certification set out on pages one and two in accordance with these instructions.
- (2) The certification set out on pages one and two is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
- (3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
- (4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
- (5) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question, see paragraph (3) above.
- (6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, and as further defined by 21 C.F.R. §§ 1308.11-1308.15.
  - "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
  - "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
  - "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

**FEMA-STATE AGREEMENT – 2019  
FIRE MANAGEMENT ASSISTANCE GRANT PROGRAM  
STATE OF ALASKA**

**I. PURPOSE AND BACKGROUND**

This is the annual FEMA-State Agreement for the Fire Management Assistance Grant (FMAG) Program (the Agreement) under Section 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), 42 U.S.C. § 5187; in accordance with Title 44 of the Code of Federal Regulations (44 CFR) § 204.25 (*FEMA-State Agreement for fire management assistance grant program*). The State must have a signed and up-to-date FEMA-State Agreement before receiving federal funding for grant assistance under approved requests for FMAG Declarations. This Agreement between the United States of America through the Regional Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS), and the State of Alaska through the Governor governs all federal assistance FEMA provides the State for all FMAG Declarations approved pursuant to 44 CFR Part 204 (*Fire Management Assistance Grant Program*) throughout the calendar year 2019 which will be incorporated by amendment to this Agreement.

**II. GENERAL PROVISIONS**

**A. GRANT AWARD PACKAGE.**

Any federal grant award package issued under this Agreement will consist of this Agreement, the incorporated FMAG Declarations, and the Application for Federal Assistance (Standard Form (SF) 424), including Assurances- Non-Construction Programs (SF-424B) submitted by the State for each approved FMAG Declaration.

**B. FEMA RESPONSIBILITIES.**

FEMA may provide to the State funds in the form of federal grant assistance to support FMAG Program activity as authorized under Section 420 of the Stafford Act (42 U.S.C. § 5187), and FMAG Declarations approved under this Agreement.

**C. STATE RESPONSIBILITIES.**

1. The State agrees to comply with the Federal grant award terms and conditions set forth in the FMAG Declarations and this Agreement.
2. The State legislative authority for firefighting is found Alaska Statutes Title 41. Public Resources; Chapter 41.15. Forests; Article 1. Protection of forested land; Sec 41.15.010.
3. The State agrees to be the Recipient for all federal financial assistance provided under Section 420 of the Stafford Act (42 U.S.C. § 5187), the FMAG Declarations, and this Agreement.
  - a. The State is accountable for the use of the funds provided.

FMAG FEMA-STATE AGREEMENT-2019  
STATE OF ALASKA

- b. The Division of Forestry will serve as the Recipient.
  - c. All other State Agencies applying for federal assistance will be designated as subrecipients.
4. The State agrees to serve as the “pass-through entity” with respect to the State’s role in providing subawards and administering grant assistance provided to subrecipients.
- a. Recipient and pass-through entity have the same meaning as “Grantee,” as used in governing statutes, regulations, and FEMA guidance.
  - b. A recipient is also a “non-federal entity” for grants administration purposes.
5. The State agrees to comply with, and will require all subrecipients to comply with, the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (C.F.R.) (*Emergency Management and Assistance*), 2 C.F.R. Part 3002 (implementing 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
- a. The term “subrecipient” has the same meaning as “subgrantee,” as used in governing statutes, regulations, and FEMA guidance.
  - b. A subrecipient is also a “non-federal entity” for grants administration purposes.
6. The State is required to maintain a FEMA-approved State Mitigation Plan (SMP) in accordance with 44 CFR Part 201(*Mitigation Planning*) as a condition of receiving certain forms of Stafford Act assistance.
- a. The State must update its SMP every five years.
  - b. The State must have a FEMA-approved SMP that addresses wildfire risks and mitigation as required by 44 CFR §204.51(d)(2) to receive FMAG Assistance.
  - c. If the State does not have a FEMA-approved SMP as of the date of declaration of the FMAG Declaration, the State will submit its approvable SMP for FEMA review and approval within 30 days of the date of declaration. If the State fails to do so, FEMA will deny the State’s application for assistance under the FMAG Declaration.
  - d. FEMA will not obligate funds until the SMP is approved. FEMA will cease obligating funds for open FMAG Declarations during any lapse period between expiration of the current SMP and approval of an updated SMP.



FMAG FEMA-STATE AGREEMENT-2019  
STATE OF ALASKA

**D. CERTIFICATIONS AND WAIVERS**

1. The State officials named by the Governor as authorized to execute certifications and otherwise to act on behalf of the State are listed on **Attachment A** to this Agreement.
2. The State's Certification Regarding Lobbying is included as **Attachment B** to this Agreement. This certification complies with the Lobbying Prohibitions in the DHS Standard Terms and Conditions and with the FEMA regulations found at 44 CFR Part 18 (*New Restrictions on Lobbying*).
3. The State hereby waives any consultation process under Executive Order 12372 (*Intergovernmental review of Federal programs*) and 44 CFR Part 4 (*Intergovernmental Review of Federal Emergency Management Agency (FEMA) Programs and Activities*), for grants or other financial assistance under the Stafford Act for the FMAG Program and any FMAG Declarations approved under this Agreement.
4. The State will certify that all costs reported on an applicant's Project Worksheet for work performed are in compliance with the terms and conditions in this Agreement.
5. The State agrees on behalf of its political subdivisions and other recipients of FMAG Program assistance to ensure that subgrantees certify compliance, in accordance with required federal grant assurances and certifications, with the Clean Water Act, Endangered Species Act, National Historic Preservation Act, and other applicable environmental laws that apply to those subrecipients.

**E. FEDERAL ASSISTANCE.**

1. Federal assistance may be provided only for eligible costs incurred in the mitigation, management and control of a declared fire approved by FEMA for assistance and identified in a FMAG Declaration under an **Attachment C Amendment** to this Agreement in accordance with 44 CFR Part 204 (*Fire Management Assistance Grant Program*).
2. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor (as appointed by the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, Department of the Interior), will establish the incident period for a declared fire. If the incident period for a declared fire extends into the next calendar year, federal assistance with respect to that fire is governed by the fire threshold and the FEMA-State Agreement in effect for the calendar year in which the incident period for the declared fire begins.
3. The State must meet the individual or cumulative fire cost threshold pursuant to 44 CFR § 204.51(b) (*Application and approval procedures for a fire*

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STATE OF ALASKA

*management assistance grant - Fire cost threshold*) prior to approval of the State's grant application (Standard Form (SF) 424, Request for Federal Assistance). The State must also have a current Administrative Plan and a FEMA-approved State Mitigation Plan (SMP) pursuant to 44 CFR Part 201 (*Mitigation Planning*) and § 204.51(d) (*Application and approval procedures for a fire management assistance grant - Obligation of the grant*) before FEMA approves the State's grant application.

4. Federal funding may be provided under the Stafford Act on a 75 percent Federal/25 percent non-Federal cost-sharing basis once the fire cost threshold is met.
5. The State agrees to make the non-federal cost share available.
6. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy and guidance in accordance with this Agreement.

F. **CONTROLLING AUTHORITIES.** This agreement is subject to the following governing authorities:

1. The Stafford Act, implementing regulations contained in 44 CFR, and FEMA policy and guidance.
2. "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards", 2 CFR Parts 200 and 3002.
3. The DHS Standard Terms and Conditions for grants in effect at the date of this Agreement found at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, which are hereby incorporated by reference.

III. FUNDING

A. **PAYMENT PROCESS**

1. FEMA will pay the State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. FEMA will use a "single obligation" system to process payments through a subaccount for each subaward. When FEMA identifies an overpayment, subject to the exhaustion of appeals, FEMA will deobligate the funds from the

FMAG FEMA-STATE AGREEMENT-2019  
STATE OF ALASKA

subaccount. If there are insufficient funds in the subaccount, the State will have 30 days to reimburse FEMA. At that time, if there are still insufficient funds in the subaccount, FEMA will refer the amount to the FEMA Finance Center (FFC) for collection.

4. The State and subrecipients have no property interest in the funds contained in the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in HHS/Smartlink due to grant amendments, partial and/or full grant terminations, closeouts, or other reasons.

B. **AVAILABILITY OF FUNDING.** FEMA and the State agree to take measures to deliver assistance as expeditiously as possible, consistent with federal laws and regulations. To that end, the following terms and conditions apply:

1. This Agreement does not comprise an award of any type of assistance authorized for FMAG Declarations and this Agreement does not obligate any federal funding. Rather, FEMA will separately make such award decisions for the assistance authorized for each FMAG Declaration.
2. If FEMA decides to make an award of federal assistance, such assistance will be made available within the limits of funds available from Congressional appropriations for such purposes.
3. FEMA may, in its sole discretion, if necessary because of limited funds, give first priority to emergency work for protection of public health and safety, and administrative costs for managing the disaster program.

IV. **REPORTING**

A. **FEDERAL FINANCIAL AND PERFORMANCE REPORTS**

1. Period of Performance of one year or less: The State will submit a complete and accurate Federal Financial Report, SF-425 and applicable performance information, 90 days from each FMAG Declaration's grant award performance period expiration date. These reports will constitute both the annual and final financial and performance reports for declarations with a period of performance of one year or less. This report is the final expenditure report reflecting the State's final expenditures and each governmental subrecipient's final expenditures under the federal award for the FMAG Declaration for purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).
2. Period of Performance over one year: In the event that a declaration's period of performance exceeds one year, the State will submit interim, annual financial and performance reports, 90 days from expiration of the one year reporting period and final financial and performance reports, 90 days after expiration of the period of performance.

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- a. If the State has submitted all completed PWs approved for a particular subrecipient, the State will note in the remarks section of its next interim financial report:
  - i. That the report represents the final expenditures for a particular subrecipient;
  - ii. The name of that subrecipient; and
  - iii. The date on which the recipient submitted to FEMA a PW for each of that subrecipient's approved projects.
- b. Confirmation. FEMA will confirm the annual SF 425 as the final expenditure report for that subrecipient only if the State has submitted all approved PWs for the subrecipient for the FMAG Declaration.
- c. Governmental Subrecipients. This complete and accurate interim report is the final expenditure report for a governmental subrecipient's final expenditures for the FMAG Declaration for the purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).

**B. PROJECT CLOSEOUT**

Project Closeout Report: In each instance where an FMAG application is not also a closeout request, the State will submit a final reconciliation report/subrecipient closeout request to FEMA as required by FEMA regulations and guidance within 180 days from the date the State or a subrecipient completes each project.

- C. ENFORCEMENT** FEMA may suspend drawdowns, provide other special conditions or take other authorized action pursuant to 2 CFR. § 200.338 (*Remedies for Noncompliance*) if the State does not submit accurate and timely reports.

**D. RECORDS RETENTION**

- 1. State Requirement. The State will retain records for 3 years, except in certain rare circumstances described in 2 CFR § 200.333 (*Retention requirements for records*), from the date it submits the final financial report, SF 425, to FEMA in compliance with 2 CFR § 200.333, notwithstanding the time period prescribed for subrecipients in subsection 2 below.
- 2. Subrecipient Requirement. The State will require subrecipients to retain records for 3 years from the date that the State submits to FEMA the final expenditure report for a FMAG Declaration, as described in Part IV, Reporting, Section A, Federal Financial And Performance Reports.

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V. RECOVERY OF FUNDS

A. **IN GENERAL.** This agreement does not limit FEMA's right to disallow costs and recover funds based on a later audit or review during or after performance of the award to ensure compliance with the terms of the Agreement and award document, or the obligation of the recipient to return such funds, including funds paid to any subrecipient. Pursuant to the Debt Collection Improvement Act, as amended, and subject to section 705 of the Stafford Act (42 U.S.C. § 5205(a)), the recipient is liable to repay funds to FEMA if the recipient or subrecipient has ineligible underruns (for example, actual costs are less than the amount FEMA awarded based on initial estimates), knowingly or negligently withholds or misrepresents material information, or fails to complete work and comply with the terms of this Agreement or the approved award; or as a result of federal funds expended in error; or for costs that are unreasonable or otherwise disallowed. Upon adjudication of any other aforementioned conditions, a debt is established. FEMA and the State will follow the reimbursement procedures provided above in Part III, Funding, Section A, Payments.

B. **DUPLICATION OF BENEFITS.**

1. General. The State shall take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. FEMA may at any time pre-award or post-award adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance, or to account for benefits available for the same purpose from another source.
2. Insurance. Within his/her authorities, the Governor shall ensure, through the state agency responsible for regulation of the insurance industry, that insurance companies make full payment of eligible insurance benefits to disaster survivors and others who receive federal assistance. The State shall also take all reasonable steps to ensure that disaster survivors are aware of procedures for filing insurance claims, and are informed of any state procedures instituted for assisting insured disaster survivors.

C. **COOPERATION.** The State agrees, on its behalf and on behalf of its political subdivisions and other recipients of FMAGs to cooperate with the Federal Government in seeking recovery of funds that are expended in the mitigation, management and control of a declared fire identified in this Agreement against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance is provided pursuant to the FMAG Program under Section 420 of the Stafford Act (42 U.S.C. § 5187). If applicable, FEMA will treat recovered funds as duplicated benefits available to the State in accordance with Section 312 of the Stafford Act (42 U.S.C. § 5155).

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- D. **STATE RESPONSIBILITIES.** The State is responsible for the recovery of federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
1. The State will adjust its expenditures as it recovers funding and will report these adjustments quarterly on the Federal Financial Report, SF 425.
  2. The State will submit on its quarterly progress report a list of subrecipients from which they have not processed recoveries but from which recoveries are due FEMA.
  3. The State is responsible for notifying FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  4. The State shall report all cases of suspected fraud to the DHS Office of Inspector General. The State agrees to cooperate with any investigation conducted by the DHS Office of Inspector General.
  5. The State shall cooperate with FEMA regarding any and all lawsuits that may result from the State or FEMA's attempt to recover funds or disallow costs.
- E. **STATUTE OF LIMITATIONS.** The three-year statute of limitations limiting FEMA's ability to recover funds paid as provided for in Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)) begins with the State's submission of the "final expenditure report" as follows:
1. The statute of limitations for recovering funds directly from the State as the recipient (that is, funds not passed through to a subrecipient) begins to run on the date that the State submits to FEMA the last complete and accurate SF 425 (Federal Financial Report) for the relevant FEMA program, as required in Part IV, Reporting, Section A, Federal Financial and Performance Reports.
  2. The statute of limitations for recovering funds the State passed through to a governmental subrecipient begins to run on the date the State submits to FEMA the final expenditure report for the governmental subrecipient for the relevant FMAG Declaration as follows:
    - a. Period of performance of more than one year: The final expenditure report is the complete and accurate annual SF 425 in which the State indicates it reflects the final expenditures for the governmental subrecipient as required in Part IV, Reporting, Section A, Federal Financial and Performance Reports; and
    - b. Period of performance of one year or less: The final expenditure report is the last complete and accurate SF 425.



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- F. REFUNDS, REBATES AND CREDITS. The State shall transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement. The State shall take necessary action to effect prompt collection of all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

**VI. PERFORMANCE PERIODS**

The State will complete all grant awards activities, including all projects and/or activities approved under each grant award, within the time period prescribed in FEMA regulations, program guidance and on the award documents.

**VII. REMEDIES FOR NONCOMPLIANCE**

FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the State or sub-recipient fails to comply with applicable Federal statutes, regulations or the terms of this Agreement pursuant to 2 CFR § 200.338 (*Remedies for Noncompliance*).

**VIII. ATTACHMENTS.** Attached and also made a part of this Agreement are:

- A. Attachment A, State officials authorized to execute certification and otherwise to act on behalf of the State;
- B. Attachment B, Certification Regarding Lobbying and
- C. Attachment C, Amendment adding FMAG Declarations to the FEMA-State Agreement for the Fire Management Assistance Grant Program.

**IX. AMENDMENTS.** This Agreement may be amended at any time by written approval of both parties.


**X. SIGNATURES AND EFFECTIVE DATE.**

- A. COUNTERPART SIGNATURES. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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- B. **EFFECTIVE DATE.** This FEMA-State Agreement becomes effective on the date of signature by the last Party.

Agreed:

  
\_\_\_\_\_  
Michael J. Dunleavy, Governor

4/2/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mike O'Hare, FEMA Regional Administrator

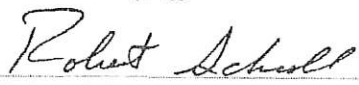
4/30/2019  
\_\_\_\_\_  
Date

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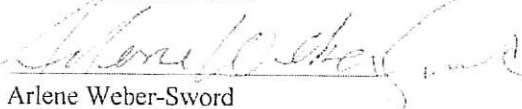
ATTACHMENT A  
STATE CERTIFICATION OFFICERS

1. The Governor hereby certifies that Robert Schmoll is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for the Fire Management Assistance Grant Program, including, submitting requests for fire management assistance declarations, applying for the initial grant award, approving and submitting subgrants and certification of claims to the Regional Administrator. Arlene Weber-Sword and Michael Butteri are the Alternate Governor's Authorized Representatives, and they are similarly empowered. Their specimen signatures follow:


GAR

  
Robert Schmoll  
State of Alaska, Division of Forestry

Alternate GAR


  
Arlene Weber-Sword  
State of Alaska, Division of Forestry

Alternate GAR

  
Michael Butteri  
State of Alaska, Division of Forestry

2. The Governor hereby certifies that Robert Schmoll is the official of the State, authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all entities who receive Federal disaster assistance are in full compliance with FEMA nondiscrimination regulations (located at 44 CFR Part 7).
3. The Governor hereby certifies that Robert Schmoll is the official of the State who will execute compliance reports, carry out compliance reviews, and distribute information material as required by FEMA to ensure that all entities who receive Federal disaster assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Agreed:

  
Michael Dunleavy, Governor

4/2/19  
Date

FMAG FEMA-STATE AGREEMENT-2019  
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ATTACHMENT B  
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John "Chris" Maisch, State Forester

Signature

Date

3/21/19

FEMAG FEMA-STATE AGREEMENT-2019  
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ATTACHMENT C  
DECLARATION AMENDMENTS

AMENDMENT NO. C-02 TO THE 2019  
FEMA-STATE AGREEMENT FOR THE FIRE MANAGEMENT ASSISTANCE GRANT  
PROGRAM

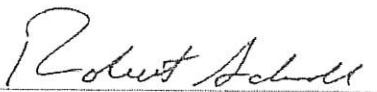
FM-5287

This amends the FEMA-State Agreement for the Fire Management Assistance Grant Program under section 420 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5187, in accordance with 44 CFR § 204.25.

On August 20, 2019, FEMA declared the McKinley Fire, 5287FM-AK, in the State of Alaska, and the following counties, Matanuska-Susitna Borough, based on the threat posed by the fire during August 17, 2019 at 1620 AKDT through September 13, 2019 at 2359 AKDT.

The State will adhere to the terms and conditions of the FEMA-State Agreement dated April 30, 2019 for this declared fire.

Agreed:

  
Governor/GAR

10/28/2019  
Date

  
Regional Administrator

11/12/2019  
Date

**Attachment D**  
**State of Alaska Substitute Form W-9**





State of Alaska  
Department of Administration  
**Substitute Form W-9**

Questions? Email [DOA-1.DOF.Vendor.HelpDesk@alaska.gov](mailto:DOA-1.DOF.Vendor.HelpDesk@alaska.gov)

RETURN COMPLETED FORM TO:

Department of Administration  
Division of Finance  
P.O. Box 110204  
Juneau, AK 99811-0204  
Or FAX to: (907) 465-2169

DO NOT send to IRS

**Taxpayer Identification Number (TIN) Verification**

The Internal Revenue Service requires the State of Alaska to issue 1099 forms when payments to individuals, partnerships or limited liability companies for rents, services, prizes, and awards meet or exceed \$600.00 for the year. An IRS Form 1099 is not required when payments are specifically for merchandise or made to some types of corporations.

Print or Type

Please see attachment or reverse for complete instructions

<b>Legal Name</b> (as shown on your income tax return)	<b>State of Alaska Vendor Number</b> (if known)
<b>Business Name</b> (if different from above) (use if doing business as (DBA) or enter business name of Sole Proprietorship)	<b>Entity Designation</b> (check only one type) <input type="radio"/> Individual / Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> General Corporation <input type="radio"/> Medical Corporation <input type="radio"/> Legal Corporation <input type="radio"/> Limited Liability Company – Individual <input type="radio"/> Limited Liability Company – Partnership <input type="radio"/> Limited Liability Company – Corporation <input type="radio"/> Government Entity <input type="radio"/> Estate / Trust <input type="radio"/> Organization Exempt from Tax - Nonprofit (under Section 501 (a)(b)(c)(d))
<b>Primary Address</b> (for 1099 form) PO Box or Number and Street, City, State, Zip + 4	<b>Exemption</b> (See Instructions) <input type="text"/> Exempt payee code (if any) <input type="text"/> Exemption from FATCA Reporting Code (if any)
<b>Remit Address</b> (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, Zip + 4	

**Taxpayer Identification Number (TIN) Provide Only One** (If sole proprietorship provide EIN, if applicable)

<b>Social Security Number (SSN)</b>	<b>Employer Identification Number (EIN)</b>
<b>If Change of Ownership or Entity Designation</b>	<b>Date of Change:</b>
<b>Previous Owner / Business Name</b>	<b>Previous Taxpayer Identification Number (TIN)</b>

**Certification**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
3. I am a U.S. person (including a U.S. resident alien), AND
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

<b>Printed Name</b>	<b>Printed Title</b>	<b>Telephone Number</b>
<b>Signature</b>	<b>Date</b>	<b>Email Address</b>

# Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 1

## Legal Name

*As registered with the Internal Revenue Service (IRS)*

- Individuals: Enter First Name MI Last Name
- Sole Proprietorships: Enter First Name MI Last Name
- LLC Single Owner: Enter owner's First Name MI Last Name
- All Others: Enter Legal Name of Business

## Business Name

- Individuals: Leave blank
- Sole Proprietorships: Enter Business Name
- LLC Single Owner: Enter LLC Business Name
- All Others: Complete only if doing business as a DBA

## Primary Address

Address where 1099 tax form should be mailed.

## Remit Address

Address where payment should be mailed. Complete only if different from primary address.

## State of Alaska Vendor Number

Your vendor number is an eight character alphanumeric code assigned to your company in the State of Alaska's accounting system. You may contact us at the email address listed on the form if you do not know your vendor number.

## Entity Designation

Check **ONE** box which describes the type of business entity.

## Taxpayer Identification Number

**LIST ONLY ONE:** Social Security Number OR Employer Identification Number. See "What Name and Number to Give the Requester" at right.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

## Change of Ownership or Entity Designation

This information is requested to allow taxable income to be reported correctly for both the new and old entities.

## Certification

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information

returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 24% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

### What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
Sole proprietorship or Single-Owner LLC	The owner <sup>1</sup>
For this type of account:	Give name and EIN of:
Sole Proprietorship or Single-Owner LLC	The owner <sup>3</sup>
A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
Corporation or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 2

## Exemptions

If you are exempt from backup withholding and/or Foreign Account Tax Compliance Act (FATCA) reporting, enter in the Exemptions box any code(s) that may apply to you. See **Exempt payee code** and **Exemption from FATCA reporting code** below.

### Exempt payee code

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

### Exemption from FATCA reporting code

The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A. An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B. The United States or any of its agencies or instrumentalities
- C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G. A real estate investment trust
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I. A common trust fund as defined in section 584(a)
- J. A bank as defined in section 581
- K. A broker
- L. A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M. A tax exempt trust under a section 403(b) plan or section 457(g) plan