

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO ACCEPT AND APPROPRIATE FUNDS FROM THE STATE OF ALASKA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AND APPROVE THE SCOPE OF WORK AND BUDGET FOR PW0001 FOR SUSITNA RIVER REVETMENT AND TRAIL AS A RESULT OF THE 2023 SEPTEMBER TALKEETNA FLOODING DISASTER.

AGENDA OF: January 2, 2024

ASSEMBLY ACTION: Adopted, no objection 1/16/24 - EMW

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	<div>12/12/2023</div> <div>X Tonya Loyer</div> <div>Signed by: Tonya Loyer</div>
Finance Director	<div>12/12/2023</div> <div>X Cheyenne Heindel</div> <div>Signed by: Cheyenne Heindel</div>
Borough Attorney	<div>12/12/2023</div> <div>X Nicholas Spiropoulos</div> <div>Signed by: Nicholas Spiropoulos</div>
Borough Manager	<div>12/13/2023</div> <div>X Michael Brown</div> <div>Signed by: Michael Brown</div>
Borough Clerk	<div>12/20/2023</div> <div>X Brenda J. Henry for</div> <div>Signed by: Brenda Henry</div>

ATTACHMENT (S) : Fiscal Note: YES

PW0001 Obligating Award Document (11 pp)

Ordinance Serial No. 24-011 (2 pp)

Resolution Serial No. 24-009 (2 pp)

SUMMARY STATEMENT: Widespread precipitation fell across the Talkeetna region August 23rd through September 6th, 2023. The persistent moist pattern followed a prolonged period of wet conditions over the previous months, leading to high flows and flooding across the Susitna Basin over the course of the period. Costs incurred have been determined as eligible for 100% state funding assistance from the Division of Homeland Security and Emergency Management (DHS&EM).

All damages have been repaired and documented. No other damage or repair will be reported as a result of this disaster. The State has issued OAD (Obligating Award Document) PW0001 in the amount of \$763,703.21 for costs incurred.

RECOMMENDATION OF ADMINISTRATION: Respectfully request adoption of the legislation to accept and appropriate disaster relief funds from DHS&EM for the 2023 September Talkeetna Flooding Disaster and approve the scope of work and budget for Project No. 55020, Fund 445.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: January 2, 2024

SUBJECT: Accept, appropriate, and approve the scope of work and budget for repairs for the Susitna River Revetment and Trail as a result of the 2023 September Talkeetna Flooding Disaster; Fund 445 (Emergency/Disaster Capital Project), Project No. 55020.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$763,703.21	FUNDING SOURCE State Funds
FROM ACCOUNT #	PROJECT
TO ACCOUNT: 445.000.000.3xx.xxx	PROJECT # 55020-4400-44xx
VERIFIED BY: <div style="text-align: right;">1 2 / 1 2 / 2 0 2 3</div> <div style="text-align: center;"> X L i e s e l W e i l a n d <small>S i g n e d b y : L i e s e l W e i l a n d</small> </div>	CERTIFIED BY:
DATE: 12/12/2023	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		763.7				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds		763.7				
Other						
TOTAL		763.7				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:	Tonya Loyer	PHONE:	907-861-8585
DEPARTMENT:	Finance - Accounting	DATE:	12/11/2023

1 2 / 1 2 / 2 0 2 3

APPROVED BY:	<u>X</u> C h e y e n n e H e i n d e l	DATE:	
	S i g n e d b y : C h e y e n n e H e i n d e l		



**DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
DIVISION OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**
Obligating Award Document for
PUBLIC ASSISTANCE GRANT PROGRAM (PAGP)

PAGP Grant No. AK-23-297

Date of Disaster Declaration 10/02/2023

1. Project Worksheet # 0001	2. Category D	3. U.E.I. # QRK7LJ2Y3RJ1	4. Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Amendment Number	5. Employer Tax ID # 92-0030816
6. Applicant Name and Address Matanuska Susitna Borough 350 E Dahlia Ave Palmer, AK 99645			7. Issuing Office and Address Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750 http://www.ready.alaska.gov	
8. PW Obligation Date 11/02/2023			Method of Payment: Electronic	
9. Purpose of Award/Amendment: <div align="center">Initial Award</div>				
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions)				
Total Approved Amount: \$ 763,703.21				
Total Awarded Amount: \$ 763,703.21				
Federal Share: \$ 0.00				
State Share: \$ 763,703.21				
Applicant Share: \$ 0.00				
See attached: Approved PAGP Project Worksheet Grant Performance Period: 10/02/2023 through 04/02/2025				
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c))				
12. Project Award Title: <div align="center">Susitna River Revetment and Trail</div>				
13. Applicant is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 7, within 30 days from the date in Block 17.				
14. DHS&EM Project Manager Printed Name of SPAO: Angela Lacinia			Phone: (907) 428-7076 Fax: (907) 428-7009 Email: angela.lacinia@alaska.gov	
15. Signature of Jurisdiction Project Manager Printed Name: Casey Cook			Phone: 907-861-8004 Fax: Email: caesy.cook@matsugov.us	
16. Signature of Jurisdiction Chief Financial Officer Printed Name: Cheyenne Helndel			Phone: 907-861-8630 Fax: Email: cheyenne.helndel@matsugov.us	
17. Signature of Jurisdiction Signatory Official Printed Name and Title: Mike Brown, Borough Manager			Date: Phone: 907-861-8689 Fax: Email: mike.brown@matsugov.us	
18. DHS&EM Signatory Official William A. Dennis Alternate Governor's Authorized Representative			Date: 11-17-23 Phone: (907) 428-7000 Fax: (907) 428-7009 Email: bill.dennis@alaska.gov	

Turn over to complete instruction acknowledgement.

IM 24-015
OR 24-011
RS 24-009

Grant Award Instructions

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

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

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

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

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

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

Michael Brown, Borough Manager

Printed Name and Title of Authorized Representative

Signature

Date

DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

AK-23-297

Disaster #

2023 Sept Talkeetna Flooding

Title of Disaster

0001

PW #

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with Federal and State Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. Per *Executive Order 13166*. The jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) 44 Code of Federal Regulations (CFR) Emergency Management and Assistance, Part 9 Floodplain Management and Protection of Wetlands. The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, sub grantees who collect Personally Identifiable Information (PII) are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
- (F) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subgrantees of less than \$25,000.00 or fewer than 50 employees.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subgrantee of these state funds to fully understand and comply with the requirements of:
- a. Administrative requirements

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

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

2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&tv=HTML#sp2.1.200.f>
 - i. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - ii. Sub grantees identified as "non-compliant" by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the sub grantee
 2. Sub grantee will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator

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

4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in AS 36.5 - 98. - Public Contracts. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the PA program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.

Debarred/Suspended Vendors. As required by AS 36.30.635 - 36.30.655, Debarment and Suspension. The applicant certifies that it and its principals:

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

5. Duplication of Benefits

State of Alaska Administrative Plan for State Declared Disasters

6. Authority - AS 26.23, State Disasters

d. 7. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030

www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/followsa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

IM 24-015
OR 24-011
RS 24-009

STATE DISASTER PUBLIC ASSISTANCE GRANT

AK-23-297

Disaster #

2023 Sept Talkeetna Flooding

Title of Disaster

0001

PW #

ASSURANCES AND AGREEMENTS

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

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. _____ *Initials*
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Project Worksheet for which State financial assistance is requested is eligible. Repair work will not begin on projects that result in a significant change from pre-disaster configuration (i.e. different location, footprint, function or size) without State pre-authorization for proposed changes. **Failure to obtain pre-authorization may result in a loss of funding for the entire project.** _____ *Initials*
3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items. _____ *Initials*
4. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance. _____ *Initials*
5. **Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds. _____ *Initials*
6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. With respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement. _____ *Initials*
7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010(a) and (b). _____ *Initials*

8. **Permitting.** The applicant agrees to obtain all necessary permits to accomplish the approved Project Worksheet scope of work. Permits of this nature are an eligible expense. ____Initials
9. **Lands Easements, Rights-of-way.** The applicant agrees to provide without cost to the State all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits. ____Initials
10. **Floodplain Management.** The applicant will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands. ____Initials
11. **Equal Opportunity Employment.** The applicant may not discriminate against any employee of applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital- status, changes in marital status, pregnancy or parenthood. ____Initials
12. **Wage Rates.** The applicant will comply with the applicable wage and hourly provisions of A.S. 36.05.010-110 (Alaska Little Davis-Bacon Act). ____Initials
13. **Audit Requirements.** State law mandates: An entity that receives State financial assistance with a cumulative total of \$750,000.00 or more during the entity's fiscal year, shall submit to the State coordinating agency, NLT nine months after the end of the audit period, an annual audit report covering the audit period. (See 2 AAC 45.010 Audit Requirements. ____Initials
14. **Barred/Suspended Vendors.** Ensuring contracted work or material purchases are not from state or federally barred sources or contractors. ____Initials
15. **FICA Exempt.** The applicant understands that under a State declaration of disaster emergency employees (temporary employees) hired for disaster projects are exempt from FICA withholding and that the employer is exempt from FICA contributions for these employees under 42 USC Section 410. ____Initials
16. **Grant Administration Procedures:** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran's Affairs, Division of Homeland Security and Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM. ____Initials
17. **Project Cost Eligibility.**
- A. The eligibility of Project costs to be paid by state disaster assistance monies shall be determined solely by DHS&EM upon review of supporting documentation. Eligible costs must be reasonable and directly related to the approved project. ____Initials
- B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing. ____Initials
- C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid. ____Initials

18. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable State and local agencies for maintaining and operating such facility. _____Initials
19. **Project Standards.**
- A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications. _____Initials
 - B. The applicant will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and usable by the Physically Handicapped," Number A117.1-1961, as modified (41CFR §101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor. _____Initials
 - C. The applicant will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation. _____Initials
 - D. The applicant will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used in conformity with applicable codes, specifications and standards and take appropriate action to mitigate such hazards, including safe land use and construction practices. _____Initials
20. **Project Completion Timelines Progress Reports.** The applicant will commence work on the project within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that the project worksheet(s) have been approved and will ensure that work on the project proceeds to completion with reasonable diligence. The applicant will furnish quarterly progress reports for all large and small projects and any other reports as required by DHS&EM. _____Initials
- A. The applicant must complete all work associated with the Project Worksheet. If work is not completed, the applicant will be required to return all State funding. _____Initials
 - B. Failure to submit required reports and documentation will result in de-obligation of the Project worksheet, and the applicant will be required to return all State funding. _____Initial
21. **Documentation.** The State requires that applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet. See State Public Assistance Administrative Plan for details. _____Initials
22. **Access To Records** The applicant will give DHS&EM access and the right to examine all books, records, papers, or documents related to the state disaster assistance money for a period of not less than three years after project completion or until the resolution of any final audit findings whichever is longer. _____Initials
23. **State Right of Enforcement.** These assurances and agreements are given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursements, advances, contracts, property, discounts, or other disaster related financial assistance. The applicant acknowledges and agrees that such State financial assistance is extended in reliance on the representations and agreements made in this assurance and that the State shall have the right

to seek judicial enforcement of these assurances and agreements.

____ *Initials*

24. **Assurances and Agreements Binding on Applicant's Successors, Transferees, and Assignees:** These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees. ____ *Initials*
25. **Waiver of Sovereign Immunity.** If the applicant is an entity that possesses sovereign immunity, it agrees that it shall be subject to suit for actions arising out of the project activities in the same manner, and to the same extent, as any person and shall not be immune nor exempt from any administrative or judicial process, sanction or judgment. If the applicant is an entity that possesses sovereign immunity and it has not been waived by statute, the applicant shall provide the Division of Homeland Security & Emergency Management with a resolution of its governing body waiving sovereign immunity. ____ *Initials*
26. **Applicable Law.** This agreement is to be construed according to the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. ____ *Initials*
27. **Hold Harmless.** The applicant agrees to indemnify and hold harmless the State of Alaska and the United States and their officers, agents, and employees from any and all claims, damages, losses and expenses, including attorney's fees and costs, arising directly or indirectly out of any aspect of the projects and funding set forth and described in this application. The application is not required to indemnify the State of Alaska or the United States for their sole negligence. ____ *Initials*
28. **Compliance with Laws.** The applicant agrees to comply with all federal, state, and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to statutes, policies, guidelines and requirements, as applicable. ____ *Initials*
29. **Nonwaiver.** The failure of the State at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereto or the right of the State to enforce each and every provision hereof. ____ *Initials*
30. **Severability.** If any article, section, provision, or clause of this agreement should be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effect as if such article, section, provision, or clause, or any part so adjudicated to be invalid had not been included herein. ____ *Initials*
31. **Project Worksheet (PW).** Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate. If you do not agree with the PW as written or determinations regarding project eligibility, scope of work, time limits, funding, or other determinations an appeal process is available. This process requires written correspondence identifying the action under appeal with an appropriate justification within 60 days of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: *Mr. Paul L. Nelson; Division of Homeland Security & Emergency Management; P.O. Box 5750; JBER, Alaska 99505.* ____ *Initials*
32. **Project Worksheet Category Time Limitations.** All Emergency Work PW's (Category A – Debris Removal and Category B – Emergency Protective Measures) work must be completed (6) six months from the date of the disaster declaration. All Permanent Work PW's (Category C through G) work must be completed 18 months from the date of the disaster declaration. If more time is required contact your Division representative before the

associated deadline to request a time extension..Ample justification is required for approval of any time extension request. _____Initials

33. **Obligated Project Worksheet (PW).** Funds are available to reimburse eligible costs once required forms are signed and returned. As a sub-grantee, you are only entitled to costs that are eligible. All eligible work must conform to the scope of work as specified in the PW. Do not assume all costs or changes will be allowed at project completion. Any change request must contain justification for the eligibility of additional costs or work. _____Initials
34. **Amendments.** Amendments to approved project amounts, project scope, or to the other provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties. **Prior written approval is required for (1) Any budget revision which would result in the need for additional funds, (2) A change in the scope of the approved project.** _____Initials
35. **Retention of Records.** The applicant agrees to retain records and supporting documentation for three years after closeout of their last Project Worksheet for this disaster. _____Initials
36. **Quarterly Reports.** DHS&EM Form 30-60 is required from the quarter of obligation until project is closed out. _____Initials

As the authorized representative of the Matanuska-Susitna Borough, I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

Michael Brown, Borough Manager

Printed name and title of Authorized Representative

Signature

Date



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

November 16, 2023

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

RE: Initial Obligating Award Document
Disaster: AK-23-297, 2023 Sept. Talkeetna Flooding
Applicant: Matanuska Susitna Borough
Project Worksheet(s): 0001

Mr. Brown:

Enclosed is your Initial Grant Award Package for Project Worksheet (PW) 0001 under AK-23-297, 2023 Sept. Talkeetna Flooding.

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

Please note the following signature guide:

- Obligating Award Document: Three Applicant signatures on the front page plus one Applicant signature on the back page
- Grant Requirements Form: Three Applicant signatures on the back page
- Assurances and Agreements Form: Initial all 36 numbered paragraphs plus one Applicant signature, on page five


No payments will be processed until we receive our copy of the signed forms. Quarterly reports (DHS&EM 30-60) are also due from the project obligation date through the final payment request date. Please use the table below when submitting your quarterly reports in the future.

Period	Due Date	Period	Due Date
Jan 1 – Mar 31	April 15	Apr 1 – Jun 30	July 15
Jul 1 – Sep 30	October 15	Oct 1 – Dec 31	January 15

Mr. Brown
November 16, 2023
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If you have any questions, please contact Angela Lacina at (907) 428-7076 or by email at angela.lacina@alaska.gov.

Sincerely,



William A. Dennis
Alternate Governor's Authorized Representative

Enclosure(s): Obligating Award Document
Grant Requirements Form
Assurances and Agreements Form
Project Worksheet 0001