

SUBJECT: Accept, appropriate, and approve the scope of work and budget for a portion of the 2018 Cook Inlet Earthquake disaster relief monies, in the amount of \$104,891.69 (\$78,668.77 from the Federal Emergency Management Agency (FEMA), and \$26,222.92 from the Alaska State Division of Homeland Security and Emergency Management (DHS&EM)) to fund 445 (Emergency/Disaster Capital Project), project no. 55026.

AGENDA OF: February 18, 2020

ASSEMBLY ACTION:

Adopted without objection. 3.3.20 KBJ

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: _____

Route To:	Department/Individual	Initials	Remarks
	Originator	Ep-FIN	
	Finance Director	<i>as</i>	
	Borough Attorney	<i>NS</i>	
	Borough Clerk	<i>JAM 2/10/20</i>	<i>BS</i>

ATTACHMENT(S): Fiscal Note: NO _____ YES X
Award Summary (1 Page)
PW176 Grant Agreement (22pp)
PW178 Grant Agreement (13pp)
Ordinance Serial No. 20-021
Resolution Serial No. 20-014

SUMMARY STATEMENT: On November 30, 2018 the Matanuska-Susitna Borough sustained damage to infrastructure due to a magnitude 7.0 earthquake. A borough, state and federal disaster declaration was issued for November 30, 2018. Allowed costs are eligible for 75% federal and 25% state funding assistance.

As a result of the earthquake, the Matanuska-Susitna Borough sustained severe damages to borough roads, bridges, schools,

public facilities and infrastructure. To date, a total of 99 eligible damages have been identified resulting in 29 project worksheets (PW) generated. Project worksheets encompass the entire project and include costs already incurred as well as estimated costs to complete all permanent work. We are now at the point where FEMA is obligating funds by project and the assembly must accept and appropriate the funds so the agreements can be executed.

This legislation, if approved, will accept and appropriate the following projects that have been obligated by FEMA and are pending grant award.

Project 55026 (School District)

FEMA PW #	DESCRIPTION	TYPE P - Permanent E - Emergency	AMOUNT	% COMPLETE
176	Palmer Area Schools - Includes Palmer High, Palmer Jr Middle, Sherrod Elementary, Swanson Elementary, Butte Elementary, Pioneer Peak Elementary. Academy Charter, Birchtree Charter, Valley Pathway, Mat-Su Secondary Youth Facility, and Matsu Middle College,	P	\$ 8,136.75	100%
178	Knik Elementary	P	\$ 96,754.94	100%
TOTAL			\$ 104,891.69	

A list of all projects that the assembly has approved to date is also attached (Please see the Award Summary document).

As the remaining projects are obligated by FEMA and the state, additional legislation will be brought forward. The total award amount for all projects from the 2018 Cook Inlet Earthquake has not yet been determined.

Recommendation of Administration: Respectfully request adoption of the legislation to accept, appropriate, and approve the scope of work and budget for a portion of the 2018 Cook Inlet Earthquake disaster relief monies.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: February 18, 2020

SUBJECT: Accept, appropriate, and approve the scope of work and budget for a portion of the 2018 Cook Inlet Earthquake disaster relief monies, in the amount of \$104,891.69 to fund 445 (Emergency/Disaster Capital Project), project no. 55026.

ORIGINATOR: Finance

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <input checked="" type="radio"/> YES <input type="radio"/> NO
AMOUNT REQUESTED \$104,891.69	FUNDING SOURCE State and Federal funds
FROM ACCOUNT # 445.000.000.4XX.XXX	PROJECT # 55026
TO ACCOUNT : 445.000.000.3XX.XXX	PROJECT # 55026
VERIFIED BY: <i>Hannah M. Noyes</i>	CERTIFIED BY:
DATE: <i>2/4/2020</i>	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	104.9					
---------	-------	--	--	--	--	--

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

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds	104.9					
Other						
TOTAL	104.9					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

DEPARTMENT:

APPROVED BY:

PHONE:

DATE:

DATE:

IM No. 20-038
Ord. Serial No. 20-021
Resolution No. 20-014

AWARD SUMMARY

	FEMA PW#	DESCRIPTION	TYPE P-Permanent E-Emergency	AMOUNT	% COMPLETE
1	18	MSB Debris Removal	E	\$46,626.84	100%
2	49	MSB Building Contents	P	\$8,098.40	100%
3	50	MSB Core Area Roads- Matanuska Spur Rd, S Colleen St, Bideford Blvd, Morning Mist Cir, and Rooster	P	\$151,129.35	0%
4	52	School District Debris Removal	E	\$15,636.06	100%
5	54	Winding Brook Loop	E & P	\$10,080.00	100%
6	68	Northeast Area Roads-Bolete St, Hemlock Dr, Larkspur Hill Cir, Norman Ave, Soapstone Rd	P	\$264,473.55	0%
7	74	Point MacKenzie Area Roads - Don Young Rd, Lu Young Lane, W Expectations Dr	P	\$890,802.00	0%
8	76	Big Lake Area Roads- Beaver Lake Rd, Northshore Dr, Andrea Cir, W Susitna Parkway	P	\$82,367.80	0%
9	104	MSB Emergency Protective Measures	E	\$238,787.11	100%
10	114	School District Emergency Protective Measures	E	\$510,456.26	100%
11	128	Wasilla Middle School	P	\$78,670.49	100%
12	134	Finger Lake Elementary	P	\$83,350.10	100%
13	137	Pt MacKenzie Rail Project	P	\$2,175,781.00	0%
14	153	Houston Middle School - Temporary Relocation	E	\$100,000.00	100%
15	154	Colony Middle School	P	\$186,642.74	100%
16	161	Colony High School	P	\$162,070.96	100%
17	180	Su Valley Middle/Senior High School	P	\$20,320.04	1%
TOTAL				\$5,025,292.70	

IM 20-038
OR 20-021
RS 20-014



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

FAIN: (Disaster Number) DR-4413

CFDA No. 97.036 Date of Disaster Declaration 01/31/2019

1. Project Worksheet # 0176	2. DUNS # 081482960	3. Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Amendment Number	4. Employer Tax ID # 92-0030816
5. Recipient Name and Address Matanuska Susitna Borough 350 E Dahlia Avenue Palmer, AK 99645		6. 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	
7. PW Obligation Date 01/06/2020		Agency: Federal Emergency Management Agency (FEMA)	
9. Purpose of Award/Amendment: Initial Award			
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) Total Approved Amount: \$ 8,136.75 Total Awarded Amount: \$ 8,136.75 Federal Share: \$ 6,102.56 State Share: \$ 2,034.19 Sub-Grantee Share: \$ 0.00 See attached: Approved PAGP Project Worksheet Grant Performance Period: 01/31/2019 through 07/31/2020			
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)). Federal awarding agency is the Federal Emergency Management Agency (FEMA).			
12. Project Award Title: Category E - Palmer Area Schools			
13. Recipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17.			
14. DHS&EM Project Manager Printed Name of SPAO: Jenny Belanger		Phone: (907) 428-7036 Fax: (907) 428-7009 Email: jenny.belanger@alaska.gov	
15. Signature of Jurisdiction Project Manager Printed Name: Casey Cook		Phone: (907) 861-8004 Fax: (907) 861-8014 Email: casey.cook@matsugov.us	
16. Signature of Jurisdiction Chief Financial Officer Printed Name: Cheyenne Heindel		Phone: (907) 861-8630 Fax: (907) 861-8592 Email: cheyenne.heindel@matsugov.us	
17. Signature of Jurisdiction Signatory Official Printed Name and Title: John Moosey, Borough Manager		Date: Phone: (907) 861-8689 Fax: (907) 861-8669 Email: john.moosey@matsugov.us	
18. DHS&EM Signatory Official William A. Dennis Alternate Governor's Authorized Representative		Date: 1-17-20 Phone: (907) 428-7000 Fax: (907) 428-7009 Email: bill.dennis@alaska.gov	

Turn over to complete instruction acknowledgement.

IM 20-038
OR 20-021
AS 20-014

Grant Award Instructions

As a Sub-Recipient, 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:

Michael J. Sutton, 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.

Printed Name and Title of Authorized Representative

Signature

Date

1M 20-038
OR 20-021
RS 20-014

DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

DR-4413
Disaster #

2018 November Cook Inlet Earthquake
Title of Disaster

0176
PW #

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and is eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part §200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166. The jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The Clean Air Act and the Federal Water Pollution Control Act (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, 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 subrecipients of less than \$25,000.00 or fewer than 50 employees.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:
1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
 3. Audit Requirements
2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - B. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - C. Sub grantees identified as either "overdue" or "non-compliant" by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the sub grantee

IM 20-038
OR 20-021
RS 20-014

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
 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. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
 5. Mandatory Disclosures
2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
 6. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
 8. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
 9. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
 10. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005-.030
www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

*1M 20-038 RS 20-014
OR 20-021*

FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

DR-4413

Disaster #

2018 November Cook Inlet Earthquake

Title of Disaster

0176

PWs #

CFDA Number 97.036

ASSURANCES AND AGREEMENTS

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

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. _____ *Initials*
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization may result in a loss of funding for the entire project.** _____ *Initials*
3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items. _____ *Initials*
4. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance. _____ *Initials*
5. **Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds. _____ *Initials*
6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. With respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement. _____ *Initials*
7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, _____ *Initials*

DHS&EM Form 30-57f State Assurance and Agreements

IM 20-038
OR 20-021
RS 20-014

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. **National Flood Insurance.** The applicant will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Statue. 975, and approved December 31, 1973. Section 102 (a) requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available is a condition for receiving any federal financial assistance for construction acquisition in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal Financial Assistance" includes forms of loans, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance. _____Initials
12. **Disaster Mitigation.** The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. Failure to do so may result in a loss of funding for the entire project. _____Initials
13. **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
14. **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
15. **Audit Requirements.**
- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements. _____Initials
- B. **State:** If the applicant is an entity that expends federal financial assistance totaling \$750,000 or more during the entity's fiscal year, the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period. See 2 AAC 45.010. _____Initials
16. **Barred/Suspended Vendors.** Ensuring contracted work or material purchases are not from state or federally barred sources or contractors. _____Initials

17. **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
18. **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
19. **Project Cost Eligibility.**
- A. The eligibility of project costs to be paid by disaster assistance monies shall be determined by 44 Code of Federal Regulations (CFR) and related Federal Emergency Management Agency (FEMA) policies which are available on the FEMA website at www.fema.gov or in hard copy by request. _____Initials
- B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing. _____Initials
- C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid. _____Initials
20. **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
21. **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

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

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

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

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

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

23. **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

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

25. **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

IM 20-038
OR 20-021
RS 20-014

26. **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*
27. **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*
28. **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*
29. **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*
30. **Compliance with Laws.** The applicant agrees to comply with all federal, State and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to FEMA regulations, policies, guidelines and requirements, as applicable; OMB circulars A-95, A-102 and A-133; Section 311, PL 93-288 and Title VI of the Civil Rights Act of 1964; Title II and Title III or the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; the Hatch Act; and AS 36.25.010. Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements. _____ *Initials*
31. **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*
32. **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*
33. **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. Michael Sutton, Director; Division of Homeland Security & Emergency Management; P.O. Box 5750; JBER, Alaska 99505* _____ *Initials*

34. **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*
35. **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*
36. **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*
37. **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*

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

Printed name and title of Authorized Representative

Signature

Date

*1M 20-038²
OR 20-021
RS 20-014*

PA-10-AK-4413-PW-00176(0) P	
Applicant Name:	Application Title:
MATANUSKA-SUSITNA BOROUGH	94883 - Palmer Area Schools
Period of Performance Start:	Period of Performance End:
01-31-2019	07-31-2020

Bundle Reference # (Amendment #)	Date Awarded
PA-10-AK-4413-PW-00176(141)	01-06-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER		PROJECT NO.		PA ID	DATE	CATEGORY
FEMA	4413	-	DR	-AK	94883	NO. 11-27-2019
					170-006F3-00	E
APPLICANT: MATANUSKA-SUSITNA BOROUGH					WORK COMPLETE AS OF: 11-27-2019 : 100 %	
Site 1 of 11						
DAMAGED FACILITY:					COUNTY: Matanuska-Susitna	
Damage #281718; Palmer High School						
LOCATION:					LATITUDE:	LONGITUDE:
PA-10-AK-4413-PW-00176(0): Palmer High School					61.6051	-149.1368
Current Version:						
DAMAGE DESCRIPTION AND DIMENSIONS:						
PA-10-AK-4413-PW-00176(0): The Disaster #4413DR, which occurred between 11/30/2018 and 11/30/2018, caused:						
Damage #281718; Palmer High School						
General Facility Information:						
Facility Type: Building						
Building Type: School (Middle or High)						
Facility: Matanuska Susitna Borough						
Facility Description: Palmer High School						
Approx. Year Built: 1976						
GPS Latitude/Longitude: 61.60510, -149.13689						
Number of Stories: 3						
General Damage Information:						
Date Damaged: 11/30/2018						
Cause of Damage: Earthquake						

1M 20-038
OR 20-021
RS 20-014

Building Damage:

Building Interior, 2,500 SF of ceiling tiles, damaged as a result of earthquake, 100% work completed.

Building Interior, 1 each of HVAC system, damaged as a result of earthquake, 100% work completed.

Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.

Building Interior, 1 each of auto shop lift, required safety inspection to determine functionality for safe usage, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281718 Palmer High School

Work Completed

The applicant utilized materials and a contract for the repairs to the Matanuska Susitna Borough Palmer High School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

- a. Repaired 2,500 SF of ceiling tiles.
- b. Repaired 1 (one) HVAC unit by sealing leaks in the pneumatic pump.
- c. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.
- d. Performed safety inspections and repairs on lift in auto shop to ensure that it is functioning correctly for safe usage.

Work Completed Totals

1. Materials

a. Ceiling tiles: \$645.12

2. Contract

a. Auto shop repairs: \$1,771.28

b. Ceiling tiles: \$875.00

c. Generator repairs: 195.46

Damaged Inventory Totals: \$3,486.86

Project Notes

1. All cost associated with this project has been validated, see attached, 94883-Validation Summary Sheet.xlsx.
2. App procurement policy has been reviewed, see attached, MSBSD Competitive Procurement Requirements BP-3311.pdf.
3. All work was completed starting on 12/02/2018, and was completed by 06/07/2019.
4. The final disposal location for the damaged ceiling tiles and other materials removed is, Mat-Su Borough Solid Waste, 1201 N 49 State St, Palmer, AK 98645. (61.59135, -149.20692).

Current Version:

Site 2 of 11

DAMAGED FACILITY:

Damage #281724; Palmer Jr Middle School

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Palmer Jr./Middle School

LATITUDE:
61.59341

LONGITUDE:
-149.1094

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281724; Palmer Jr Middle School

IM 20-038
OR 20-021
RS 20-014

General Facility Information:

Facility Type: Building

Building Type: School (Middle or High)

Facility: Matanuska Susitna Borough

Facility Description: Palmer Jr./Middle School

Approx. Year Built: 1959

GPS Latitude/Longitude: 61.59341, -149.10945

Number of Stories: 2

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of generator, required safety inspection to determine functionality for safe occupancy, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281724 Palmer Jr Middle School

Work Completed

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Palmer JR Middle School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

A. Performed safely inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contracts: \$195.46

Damaged Inventory Totals: \$195.46

Current Version:

Site 3 of 11

DAMAGED FACILITY:

Damage #281732; Sherrod Elementary

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Sherrod Elementary

LATITUDE:
61.61288

LONGITUDE:
-149.1007

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281732; Sherrod Elementary

General Facility Information:

Facility Type: Building

Building Type: School (Elementary)

Facility: Matanuska Susitna Borough

Facility Description: Sherrod Elementary

1m 20-038
OR 20-021
RS 20-014

Approx. Year Built: 2003

GPS Latitude/Longitude: 61.61288, -149.10079

Number of Stories: 2

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of generator, required safety inspection to determine functionality for safe occupancy, 100% work completed.

Building Interior, 1 each of Armstrong boiler pump, 5 hp, damaged as a result of earthquake, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281732 Sherrod Elementary

Work Completed

The applicant utilized materials and a contract for the repairs to the Matanuska-Susitna Borough Sherrod Elementary to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

- a. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.
- b. Repaired one (1) boiler by replacing damaged 5HP Armstrong pump.

Work Completed Totals

1. Materials: \$2,525.56

2. Contracts: \$195.46

Damaged Inventory Totals: \$2,721.02

Current Version:

Site 4 of 11

DAMAGED FACILITY:

Damage #281733; Swanson Elementary

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Swanson Elementary

LATITUDE:
61.61136

LONGITUDE:
-149.1007

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281733; Swanson Elementary

General Facility Information:

Facility Type: Building

Building Type: School (Elementary)

Facility: Matanuska Susitna Borough

Facility Description: Swanson Elementary

Approx. Year Built: 1953

GPS Latitude/Longitude: 61.61136, -149.10071

IM 20-038
OR 20-021
RS 20-014

Number of Stories: 2

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.

Exterior Site, 1 each of column, 18 inch diameter, damaged as a result of earthquake, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281733 Swanson Elementary

Work Completed

The applicant utilized materials and contract for the repairs to the Matanuska-Susitna Borough Swanson Elementary school to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

- a. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.
- b. Repaired one (1) 18" diameter column using 2 ratchet straps to stabilized up the column.

Work Completed Totals

1. Materials: \$32.51
2. Contracts: \$195.46

Damaged Inventory Totals: \$227.97

Current Version:

Site 5 of 11

DAMAGED FACILITY:

Damage #281737; Butte Elementary

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Butte Elementary

LATITUDE:
61.53645

LONGITUDE:
-149.0058

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281737; Butte Elementary

General Facility Information:

Facility Type: Building

Building Type: School (Elementary)

Facility: Matanuska Susitna Borough

Facility Description: Butte Elementary

Approx. Year Built: 1980

GPS Latitude/Longitude: 61.53645, -149.00583

Number of Stories: 2

General Damage Information:

1m 20-038
OR 20-021
RS 20-014

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281737 Butte Elementary

Work Completed

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Butte Elementary School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

a. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contract: \$195.45

Damaged Inventory Totals: \$195.45

Current Version:

Site 6 of 11

DAMAGED FACILITY:

Damage #281741; Pioneer Peak Elementary

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Pioneer Peak Elementary

LATITUDE:
61.60239

LONGITUDE:
-149.2422

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281741; Pioneer Peak Elementary

General Facility Information:

Facility Type: Building

Building Type: School (Elementary)

Facility: Matanuska Susitna Borough

Facility Description: Pioneer Peak Elementary

Approx. Year Built: 1985

GPS Latitude/Longitude: 61.60239, -149.24225

Number of Stories: 2

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.

IM 20-038
OR 20-021
RS 20-014

Building Interior, stained wood trim, 4 FT long, damaged as a result of earthquake, 100% work completed.

Building Interior, shelves, multiple, damaged as a result of earthquake, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281741 Pioneer Peak Elementary

Work Completed

The applicant utilized materials and contract for the repairs to the Matanuska Susitna Borough Pioneer Peak Elementary School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

- a. Performed safely inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.
- b. Replaced, 4 feet of stained wood trim.
- c. Repaired multiple shelves using brackets and braces to secure them to walls.

Work Completed Totals

1. Materials: \$137.25

2. Contract: \$195.46

Damaged Inventory Totals: \$332.71

Current Version:

Site 7 of 11

DAMAGED FACILITY:

Damage #281752; Academy Charter

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Academy Charter

LATITUDE:
61.60721

LONGITUDE:
-149.09443

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281752; Academy Charter

General Facility Information:

Facility Type: Building

Building Type: School (Middle or High)

Facility: Matanuska Susitna Borough

Facility Description: Academy Charter

Approx. Year Built: 1960

GPS Latitude/Longitude: 61.60721, -149.09443

Number of Stories: 2

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work

IM 20-038
OR 20-021
RS 20-014

completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281752 Academy Charter

Work Completed

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Academy Charter School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

a. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contracts: \$195.45

Damaged Inventory Totals: \$195.45

Current Version:

Site 8 of 11

DAMAGED FACILITY:

Damage #281754; Birchtree Charter

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Birchtree Charter

LATITUDE:
61.59804

LONGITUDE:
-149.2737

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281754; Birchtree Charter

General Facility Information:

Facility Type: Building

Building Type: School (Middle or High)

Facility: Matanuska Susitna Borough

Facility Description: Birchtree Charter

Approx. Year Built: 1980

GPS Latitude/Longitude: 61.59804, -149.27376

Number of Stories: 4

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281754 Birchtree Charter

Work Completed

1M 20-038
OR 20-021
RS 20-014

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Birchtree School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

a. Performed safely inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contracts: \$195.45

Damaged Inventory Totals: \$195.45

Current Version:

Site 9 of 11

DAMAGED FACILITY:

Damage #281756; Valley Pathway School

COUNTY: Matanuska-Susitna

LOCATION:

PA-10-AK-4413-PW-00176(0):
Valley Pathway School

LATITUDE:
61.59153

LONGITUDE:
-149.1677

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281756; Valley Pathway School

General Facility Information:

Facility Type: Building

Building Type: School (Middle or High)

Facility: Matanuska Susitna Borough

Facility Description: Valley Pathway School

Approx. Year Built: 2014

GPS Latitude/Longitude: 61.59153, -149.16779

Number of Stories: 4

General Damage Information:

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

Building Interior, 1 each of Generator, damaged as a result of earthquake, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281756 Valley Pathway School

Work Completed

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Valley Pathway School to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

A. Performed safely inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contracts: \$195.46

IM 20-038
OR 20-021
RS 20-014

Damaged Inventory Totals: \$195.46 Current Version:			
Site 10 of 11			
DAMAGED FACILITY: Damage #281757; Mat-Su Secondary Youth Facility		COUNTY: Matanuska-Susitna	
LOCATION: PA-10-AK-4413-PW-00176(0): 581 E Outer Springer Loop, Palmer, AK 99645 Current Version:		LATITUDE: 61.60506	LONGITUDE: -149.1371
DAMAGE DESCRIPTION AND DIMENSIONS: PA-10-AK-4413-PW-00176(0): Damage #281757; Mat-Su Secondary Youth Facility General Facility Information: Facility Type: Building Building Type: School (Middle or High) Facility: Matanuska Susitna Borough Facility Description: Mat-Su Secondary Youth Facility Approx. Year Built: 1984 Location Description: 581 E Outer Springer Loop, Palmer, AK 99645 Number of Stories: 1 General Damage Information: Date Damaged: 11/30/2018 Cause of Damage: Earthquake Building Damage: Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed. Current Version:			
SCOPE OF WORK: PA-10-AK-4413-PW-00176(0): 281757 Mat-Su Secondary Youth Facility Work Completed The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Mat-SU Secondary Youth Facility to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint. A. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school. Work Completed Totals 1. Contracts: \$195.46 Damaged Inventory Totals: \$195.46 Current Version:			
Site 11 of 11			
DAMAGED FACILITY: Damage #281762; Mat-Su Middle College		COUNTY: Matanuska-Susitna	

IM 20-038
 OR 20-021
 RS 20-014

LOCATION: PA-10-AK-4413-PW-00176(0): Mat-Su Middle College Current Version:	LATITUDE: 61.60506	LONGITUDE: -149.13712
-------------------------------------------------------------------------------------------------	------------------------------	---------------------------------

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-10-AK-4413-PW-00176(0):
Damage #281762; Mat-Su Middle College

General Facility Information:
Facility Type: Building
Building Type: School (Middle or High)
Facility: Matanuska Susitna Borough
Facility Description: Mat-Su Middle College
Approx. Year Built: 2017
GPS Latitude/Longitude: 61.60506, -149.13712
Number of Stories: 1
General Damage Information:
Date Damaged: 11/30/2018
Cause of Damage: Earthquake
Building Damage:
Building Interior, 1 each of Generator, required safety inspection to determine functionality for safe occupancy of the school, 100% work completed.
Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00176(0):
281762 Mat-Su Middle College

Work Completed

The applicant utilized a contract for the repairs to the Matanuska Susitna Borough Mat-Su Middle College to restore this facility, within the right of way, back to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

A. Performed safety inspection on one (1) generator system to ensure that it is functioning correctly for the safe occupancy of the school.

Work Completed Totals

1. Contracts: \$195.46

Damaged Inventory Totals: \$195.46

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Special Considerations included? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is there insurance coverage on this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			

1m 20-038
OR 20-021
RS 20-014

1	9001	Contract	1/LS	\$ 1,771.28	\$ 1,771.28
2	9001	Contract	1/LS	\$ 875.00	\$ 875.00
3	9001	Contract	1/LS	\$ 195.46	\$ 195.46
4	9009	Material	1/LS	\$ 645.12	\$ 645.12
5	9001	Contract	1/LS	\$ 195.46	\$ 195.46
6	9009	Material	1/LS	\$ 2,525.56	\$ 2,525.56
7	9001	Contract	1/LS	\$ 195.46	\$ 195.46
8	9001	Contract	1/LS	\$ 195.46	\$ 195.46
9	9009	Material	1/LS	\$ 32.51	\$ 32.51
10	9001	Contract	1/LS	\$ 195.45	\$ 195.45
11	9001	Contract	1/LS	\$ 195.46	\$ 195.46
12	9009	Material	1/LS	\$ 125.45	\$ 125.45
13	9001	Contract	1/LS	\$ 195.45	\$ 195.45
14	9009	Material	1/LS	\$ 11.80	\$ 11.80
15	9001	Contract	1/LS	\$ 195.45	\$ 195.45
16	9001	Contract	1/LS	\$ 195.46	\$ 195.46
17	9001	Contract	1/LS	\$ 195.46	\$ 195.46
18	9001	Contract	1/LS	\$ 195.46	\$ 195.46
				TOTAL COST	\$ 8,136.75
PREPARED BY DEBRA R VAUGHN		TITLE PDMG	SIGNATURE		
APPLICANT REP. Casey Cook		TITLE Emergency Manager	SIGNATURE		

IM 20-038
 OR 20-021
 RS 20-014



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

FAIN: (Disaster Number) DR-4413

CFDA No. 97.036 Date of Disaster Declaration 01/31/2019

1. Project Worksheet # 0178	2. DUNS # 081482960	3. Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Amendment Number	4. Employer Tax ID # 92-0030816
5. Recipient Name and Address Matanuska Susitna Borough 350 E Dahlia Avenue Palmer, AK 99645		6. 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	
7. PW Obligation Date 01/06/2020		Agency: Federal Emergency Management Agency (FEMA)	
9. Purpose of Award/Amendment: Initial Award			
10. Grant Award and Terms and Conditions: (see attached Grant Terms and Conditions) Total Approved Amount: \$ 96,754.94 Total Awarded Amount: \$ 96,754.94 Federal Share: \$ 72,566.21 State Share: \$ 24,188.73 Sub-Grantee Share: \$ 0.00 See attached: Approved PAGP Project Worksheet Grant Performance Period: 01/31/2019 through 07/31/2020			
11. Grant Requirements, Assurances and Agreements: (see attached Grant Requirements, Assurances and Agreements) The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. (GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)). Federal awarding agency is the Federal Emergency Management Agency (FEMA).			
12. Project Award Title: Category E - Knik Elementary			
13. Recipient is required to sign and return one (1) copy of this document with the terms and conditions to the issuing address in Block 6, within 30 days from the date in Block 17.			
14. DHS&EM Project Manager Printed Name of SPAO: Jenny Belanger		Phone: (907) 428-7036 Fax: (907) 428-7009 Email: jenny.belanger@alaska.gov	
15. Signature of Jurisdiction Project Manager Printed Name: Casey Cook		Phone: (907) 861-8004 Fax: (907) 861-8014 Email: casey.cook@matsugov.us	
16. Signature of Jurisdiction Chief Financial Officer Printed Name: Cheyenne Heindel		Phone: (907) 861-8630 Fax: (907) 861-8592 Email: cheyenne.heindel@matsugov.us	
17. Signature of Jurisdiction Signatory Official Printed Name and Title: John Moosey, Borough Manager		Date: Phone: (907) 861-8689 Fax: (907) 861-8669 Email: john.moosey@matsugov.us	
18. DHS&EM Signatory Official William A. Dennis Alternate Governor's Authorized Representative		Date: 1-17-20 Phone: (907) 428-7000 Fax: (907) 428-7009 Email: bill.dennis@alaska.gov	

Turn over to complete instruction acknowledgement.

IM 20-038
OR 20-021
RS 20-014

Grant Award Instructions

As a Sub-Recipient, 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:

Michael J. Sutton, 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.

Printed Name and Title of Authorized Representative

Signature

Date

1M 20-038
OR 20-021
RS 20-014

DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

DR-4413
Disaster #

2018 November Cook Inlet Earthquake
Title of Disaster

0178
PW #

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and is eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part §200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166. The jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The Clean Air Act and the Federal Water Pollution Control Act (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, Fly America Act of 1974, 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 subrecipients of less than \$25,000.00 or fewer than 50 employees.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:
1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
 3. Audit Requirements
2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - A. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - B. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - C. Sub grantees identified as either "overdue" or "non-compliant" by the Alaska Dept of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the sub grantee

IM 20-038 RS 20-014
OR 20-021

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
 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. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
 5. Mandatory Disclosures
2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
 6. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
 8. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
 9. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
 10. State Requirements
Alaska State Procurement Code AS 36.30, AS36.30.005-.030
www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

IM 20-038 RS 20-014
OR 20-021

FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

DR-4413

Disaster #

2018 November Cook Inlet Earthquake

Title of Disaster

0178

PWs #

CFDA Number 97.036

ASSURANCES AND AGREEMENTS

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

1. **Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. _____ *Initials*
2. **Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization may result in a loss of funding for the entire project.** _____ *Initials*
3. **Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items. _____ *Initials*
4. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance. _____ *Initials*
5. **Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds. _____ *Initials*
6. **Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. With respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement. _____ *Initials*
7. **Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, _____ *Initials*

DHS&EM Form 30-57f State Assurance and Agreements

IM 20-038
OR 20-021
RS 20-014

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. **National Flood Insurance.** The applicant will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Statute. 975, and approved December 31, 1973. Section 102 (a) requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available is a condition for receiving any federal financial assistance for construction acquisition in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal Financial Assistance" includes forms of loans, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance. ____Initials
12. **Disaster Mitigation.** The applicant agrees to undertake and complete any mitigation measures required as a condition of this grant. **Failure to do so may result in a loss of funding for the entire project.** ____Initials
13. **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
14. **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
15. **Audit Requirements.**
- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements. ____Initials
- B. **State:** If the applicant is an entity that expends federal financial assistance totaling \$750,000 or more during the entity's fiscal year, the applicant shall submit to the State coordinating agency, within nine months after the end of the audit period, an annual audit report covering the audit period. See 2 AAC 45.010. ____Initials
16. **Barred/Suspended Vendors.** Ensuring contracted work or material purchases are not from state or federally barred sources or contractors. ____Initials

17. **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
18. **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
19. **Project Cost Eligibility.**
- A. The eligibility of project costs to be paid by disaster assistance monies shall be determined by 44 Code of Federal Regulations (CFR) and related Federal Emergency Management Agency (FEMA) policies which are available on the FEMA website at www.fema.gov or in hard copy by request. _____Initials
- B. Ineligible costs include but are not limited to: Bad debts and expenses of collection, lobbying expenses, organization membership fees, life insurance premiums, payment of fines or penalties, bonuses and commissions, entertainment expenses, travel expenses for activities not directly connected with the project, any litigation expenses, counsel fees and settlements arising from the project, interest-including the cost of financing or refinancing. _____Initials
- C. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. Project contracts must be competitively bid. _____Initials
20. **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
21. **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*

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

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

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

_____*Initials*

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

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

_____*Initials*

23. **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*

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

_____*Initials*

25. **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*

26. **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*
27. **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*
28. **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*
29. **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*
30. **Compliance with Laws.** The applicant agrees to comply with all federal, State and local laws and regulations applicable to this grant or the projects funded by the grant including but not limited to FEMA regulations, policies, guidelines and requirements, as applicable; OMB circulars A-95, A-102 and A-133; Section 311, PL 93-288 and Title VI of the Civil Rights Act of 1964; Title II and Title III or the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970; the Hatch Act; and AS 36.25.010. Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements. _____ *Initials*
31. **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*
32. **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*
33. **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. Michael Sutton, Director; Division of Homeland Security & Emergency Management; P.O. Box 5750; JBER, Alaska 99505* _____ *Initials*

34. **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*
35. **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*
36. **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*
37. **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*

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

Printed name and title of Authorized Representative

Signature

Date

*1M 20-038
OR 20-021
RS 20-014*

PA-10-AK-4413-PW-00178(0) P	
Applicant Name:	Application Title:
MATANUSKA-SUSITNA BOROUGH	94878 - Knik Elementary
Period of Performance Start:	Period of Performance End:
01-31-2019	07-31-2020

Bundle Reference # (Amendment #)	Date Awarded
PA-10-AK-4413-PW-00178(142)	01-06-2020

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID	DATE	CATEGORY
FEMA 4413 - DR -AK	94878	NO. 170-006F3-00	11-27-2019	E
APPLICANT: MATANUSKA-SUSITNA BOROUGH			WORK COMPLETE AS OF: 11-27-2019 : 100 %	
Site 1 of 1				
DAMAGED FACILITY:			COUNTY: Matanuska-Susitna	
Damage #281748; Knik Elementary				
LOCATION:			LATITUDE:	LONGITUDE:
PA-10-AK-4413-PW-00178(0): 6350 W. Hollywood Road Wasilla, AK 99654			61.54045	-149.61124
Current Version:				
DAMAGE DESCRIPTION AND DIMENSIONS:				
PA-10-AK-4413-PW-00178(0): The Disaster #4413DR, which occurred between 11/30/2018 and 11/30/2018, caused:				
Damage #281748; Knik Elementary				
General Facility Information:				
Facility Type: Building				
Building Type: School (Elementary)				
Facility: Knik Elementary School				
Facility Description: Elementary School				
Year Built: 2007				
Location Description: 6350 W. Hollywood Road Wasilla, AK 99654				
GPS Latitude/Longitude: 61.54045, -149.61124				
Number of Stories: 2				
General Damage Information:				

IM 20-038
OR 20-021
RS 20-014

Date Damaged: 11/30/2018

Cause of Damage: Earthquake

Building Damage:

General Building:

Building Interior, 6,000 SF of Acoustical Ceiling Tiles, Square Foot, Earthquake, 100% work completed.

Building Interior, Gypsum Board Wall, 80 LF long, Earthquake, 100% work completed.

Building Interior, 1 each of Intercom Speaker, Earthquake, 100% work completed.

Building Interior, 6 each of Vent Grates, Earthquake, 100% work completed.

Gym:

Building Interior, 4,400 SF of Ceiling Tiles, Square Foot, Earthquake, 100% work completed.

Building Interior, 24 each of LED Lights, Earthquake, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-10-AK-4413-PW-00178(0):
281748 Knik Elementary

Work Completed

The applicant utilized contracts for the repairs to Knik Elementary to restore these facilities back to pre-disaster function, use, and capacity.

General Building:

A. Replaced 6,000 SF Acoustical Ceiling Tiles

B. Repaired Gypsum Board Wall, 80 LF long

C. Replaced 1 Intercom Speaker

D. Replaced 6 Vent Grates

Gym:

E. Removed Acoustical ceiling tiles and grid, and replaced with non-plenum space

F. Replaced 24 LED Lights

Work Completed Totals

1. Contracts: \$96,754.94

a. Gym repairs: \$93,790.48

b. Safety Inspection: \$1,525.00

c. Electrical Repairs: \$195.46

d. Painting: \$1,244.00

Work Completed Total: \$96,754.94

Project Notes:

1. All costs associated with this project have been validated, see attached validation spreadsheet CP 94878 Validation Summary.xlsx

2. All procurement documents attached have been reviewed. See attachment labeled MSBSD Purchasing Procedures BP-3310.pdf and RFI Contracts Explanation

IM 20-038
OR 20-021
RS 20-014

3. Work was performed between 12/1/2018 and 4/26/2019

4. Final Disposal Location: Mat-Su Borough Solid Waste 1201 N 49th State St, Palmer, AK 99645 GPS 61.59006, -149.20866

5. Changes to pre-disaster design from acoustical ceiling tiles to non-plenum space, see attachment RFI - Changes to pre-disaster design explanation - Email.pdf and Project# 94878 Knik Elementary Memo RE Ceiling Tiles.pdf

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☒ No

Special Considerations included? ☒ Yes ☐ No

Hazard Mitigation proposal included? ☐ Yes ☒ No

Is there insurance coverage on this facility? ☒ Yes ☐ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	\$ 96,754.94	\$ 96,754.94
				TOTAL COST	\$ 96,754.94
PREPARED BY Debra R Vaughn		TITLE PDMG	SIGNATURE		
APPLICANT REP. Casey Cook		TITLE Emergency Manager	SIGNATURE		

IM 20-038
OR 20-021
RS 20-014