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 \$502,485.79 (\$376,864.35 from the Federal Emergency Management Agency (FEMA), and \$125,621.44 from the Alaska State Division of Homeland Security and Emergency Management (DHS&EM)) to fund 445 (Emergency/Disaster Capital Project), project no. 55026 and 55027.

AGENDA OF: May 5, 2020

ASSEMBLY ACTION:		
adopteel	without	Objection 5-19-20 Rom

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY JOHN MOOSEY, BOROUGH MANAGER: John Moosey Digitally signed by John Moosey Obate: 2020.04.22 12:47:55

Route To:	Department/Individual	Initials	D1
Route 10.	Deparement/Individual	IIIILLAIS	Remarks
	Originator	Ep-FIN	
	Finance Director	Cheyenne Digitally signed by Cheyenne Heindel Date: 2020.04.22 09:08:37 -08:00	
	Borough Attorney	Nicholas Digitally signed by Nicholas Spiropoulos Date: 2020.04.22	
	Borough Clerk	SAM 4/88/20	

ATTACHMENT(S): Fiscal Note: NO \_\_\_\_ YES X

Award Summary (2pp)

PW206 Grant Agreement (10pp) PW227 Grant Agreement (10pp) PW235 Grant Agreement (10pp) Ordinance Serial No. 20-043

Resolution Serial No. 20-043

**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) and 55027 (MSB)

FEMA PW #	DESCRIPTION	TYPE P-Permanent E-Emergency	AMOUNT	% COMPLETE
206	Port MacKenzie Facilities	P	196,924.00	0%
227	Fire Stations	E & P	293,322.29	3%
235	MSBSD Administration and Facilities Buildings	Е	12,239.50	100%

TOTAL \$ 502,485.79

A list of all projects that the assembly has approved to date is also attached (Please see the Award Summary document). The total amount obligated by FEMA to date is \$5,943,520.97.

As the remaining projects are obligated by FEMA and the state, additional legislation will be brought forward. The total award amount for  $\underline{\text{all}}$  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: May 5, 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 \$502,485.79 to fund 445 (Emergency/Disaster Capital Project), project no. 55026 and 55027.

ORIGINATOR: Finance

FISCAL ACTION (TO BE COMPLETED BY FINANCE)			FISCAL IM	FISCAL IMPACT YES NO			
AMOUNT REQUESTED \$502,485.79			FUNDING	FUNDING SOURCE State and Federal funds			
FROM ACCOUNT # 445.0	000.000.4XX.XXX		PROJECT #	PROJECT # 55026 & 55027			
TO ACCOUNT: 445.000.000.3XX.XXX			PROJECT #	PROJECT # 55026 & 55027			
VERIFIED BY: Liesel V	Veiland Digit	ally signed by Liesel We : 2020.04.22 09:05:28 -	signed by Liesel Weiland CERTIFIED BY:				
DATE: DATE:							
XPENDITURES/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		T					
CHITTE	502.5						
REVENUE							
NDING:			(Thousands of Dollars)				
General Fund							
State/Federal Funds	502.5						
Other							
TOTAL	502.5						
SITIONS:							
Full-Time							
Part-Time							
Temporary							
NALYSIS: (Attach a separate page	if necessary)						
REPARED BY:				PHONE:			
EPARTMENT:	75725 S 888 8			DATE:			
PPROVED BY: Cheyenr	ne Heindel	Digitally signed Date: 2020.04	d by Cheyenne Heindel .22 09:08:02 -08'00'	DATE:			

## **AWARD SUMMARY**

			TYPE		
	FEMA		P-Permanent		%
	PW#	DESCRIPTION	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	Е	\$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	Р	\$264,473.55	0%
7	74	Point MacKenzie Area Roads - Don Young Rd, Lu Young Lane, W Expectations Dr	Р	\$890,802.00	0%
8	76	Big Lake Area Roads- Beaver Lake Rd, Northshore Dr, Andrea Cir, W Susitna Parkway	Р	\$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	Р	\$20,320.04	1%
18		Palmer Area Schools - Palmer High, Palmer Jr Middle, Sherrod Elem, Swanson Elem, Butte Elem, Pioneer Peak Elem, Academy Charter, Birchtree Charter, Valley Pathway, Mat-Su Secondary Youth Facility, Matsu Middle College	P	\$8,136.75	100%
19	178	Knik Elementary	Р	\$96,754.94	100%
	214	MSBSD District Wide Contents and	_		The Manager of the Control of the Co
20	214	Equipment	E	\$284,156.49	100%
21	220	Northern Area Schools - Houston High School, Big Lake Elementary, Glacier View School, Talkeetna Elementary, Trapper Creek Elementary, Sutton Elementary, Beryozova Russian Language School	Е	\$26,694.30	100%
22	206	Port MacKenzie Facilities	P	\$196,924.00	0%

### **AWARD SUMMARY**

	FEMA		TYPE P-Permanent		%
	PW#	DESCRIPTION	E-Emergency	AMOUNT	COMPLETE
25	227	Fire Stations	E & P	\$293,322.29	3%
26	235	MSBSD Administration and Facilities Buildings	Е	\$12,239.50	100%
			TOTAL	\$5,943,520.97	



# 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

. 0.306	2. DUNS #		Amendment	4. Employer Tax ID #
5. Recipient Name and Address	081482960	Amend	ment Number	92-0030816
	and the state of the same	6. Issuing	Office and Address	
Matanuska Susitna Borough 350 E Dahlia Avenue			Department of Military an	d Veterans Affairs
Palmer, AK 99645			Division of Homeland Secu Management PO	rity and Emergency
1 differ, AR 99045		1	JBER, AK 9950	5–5750
7. PW Obligation Date			http://www.ready.a	alaska.gov
3/21/202	20	Agency	· Federal Emergency Ma	
9. Purpose of Award/Amendment		, igolio,	: Federal Emergency Man	agement Agency (FEMA)
	an increase and any and a state of the state	HAZZHARAGA)	Two Two tensors and the Control	of the second of the second of the second
10. Grant Award and Torms and	On wild	itial Awa	'd	
10. Grant Award and Terms and C Total Approved	onditions: (see atta	ached Grant Te	erms and Conditions)	KE KSENTY ARTHUR
Total Awarded		\$	196,924.00	
	eral Share:	Ş	196,924.00	
Si	tate Share:	5	147,693.00 49,231.00	
	ntee Share:	\$	49,231.00 0.00	
See attached: Approved PAGP I	Project Worksheet	1.9		
		Crane	errormance Perroa: 01/3	1/2019 through 07/31/202
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ddress in Block 6, within 30 days fro 4. DHS&EM Project Manager	odium and (4)		ent with the terms and co	
4. DIS&EM Project Manager	eturn one (1) copy o m the date in Block		Phone: (907) 428- Fax: (907) 428-700	7036 9
Printed Name of SPAO: Jenny Bela	eturn one (1) copy o m the date in Block		ent with the terms and co	7036 9
Printed Name of SPAO: Jenny Bela	eturn one (1) copy o m the date in Block		Phone: (907) 428- Fax: (907) 428-700 Email: jenny.belan	7036 9 ger@alaska.gov
Printed Name of SPAO: Jenny Bela 5. Signature of Jurisdiction Proje	eturn one (1) copy o m the date in Block		Phone: (907) 428- Fax: (907) 428-700 Email: jenny.belan	7036 9 ger@alaska.gov
Printed Name of SPAO: Jenny Belai  5. Signature of Jurisdiction Proje  Printed Name: Casey Cook	eturn one (1) copy o m the date in Block nger ect Manager		Phone: (907) 428- Fax: (907) 428-700 Email: jenny.belan Phone: (907) 861-80 Fax: (907) 861-8014	7036 9 ger@alaska.gov 004
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Printed Name of SPAO: Jenny Belai 5. Signature of Jurisdiction Proje Printed Name: Casey Cook 6. Signature of Jurisdiction Chief	eturn one (1) copy o m the date in Block nger ect Manager		Phone: (907) 428- Fax: (907) 428-700 Email: jenny.belan Phone: (907) 861-80 Fax: (907) 861-8014 Email: casey.cook@ Phone: (907) 861-86	7036 9 ger@alaska.gov 004 @matsugov.us
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Turn over to complete instruction acknowledgement.

### **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 <u>Matanusk</u> I have reviewed these instructions and acknowledge our appeal Public Assistance Program.	a Susitna Borough, rights and responsibilities under the
Printed Name and Title of Authorized Representative	B1
Signature	Date

# DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

	2018 November Cook Inlet Earthquake Title of Disaster	- 0206 PW #
(A) Moning many and the		2.00 11:

- (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 publicallyavailable privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties,
- (F) The jurisdiction certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan. An EEOP is not required
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration &
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the
  - 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?qp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f 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

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.

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

Y. Events \_Federal Disaster Folders Open Disasters DR-4413 2018 November Cook Inlet Earthquake Public Assistance PA Applicants Mat-Su Borough PW 206 Port Mackenzie Facilities 93846 Obligating Award Docs PW 206

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.

- 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;
- 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

- 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.
- Technology Requirements 28 CFR Part 23, Criminal Intelligence System Operating Policies
- **Duplication of Benefits** 2 CFR Part 200, Subpart E, Cost Principles
- 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 N	lanager's Signature
Chief Fin	ancial Officer's Signature
Signator	y Official's Signature

Y: Events Federal Disaster Folders Open Disasters DR-4413 2018 November Cook Inlet Earthquake Public Assistance PA Applicants Mat-Su Borough PW 206 Port Mackenzie Facilities 93846 Obligating Award Docs PW 206

# FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

DR-	PR-4413  Disaster #  2018 November Cook Inlet Earthquak  Title of Disaster	ke0206						
	Title of Disaster	PWs#						
	CFDA Number 97.036	-						
	ASSURANCES AND AGREEMENTS							
As a	s a condition of receiving state disaster assistance, as indicated by the applicant certification of the applicant below, the applicant certification is a second control of the applicant below.	fies and agrees as follows:						
1.	Legal Authority. The applicant possesses legal authority to finance and construct the proposed facilities; that a resolution, been duly adopted or passed as an official act of the applicant's the filing of the application, including all understandings and and directing and authorizing the person identified as the of applicant to act in connection with the application and to provide as may be required.	s governing body, authorizing assurances contained therein	s g e e					
2.	Eligible Work. To the best of the applicant's knowledge and be described on each Federal Emergency Management Agency (Federal and State financial assistance is requested is elicriteria contained in 44 Code of Federal Regulations (CFR), Par Handbooks and policies. Repair work will not begin on project the pre-disaster configuration (that is, different location, footpri State pre-authorization for proposed changes.  Failure to obresult in a loss of funding for the entire project.	FEMA) project worksheet for ligible in accordance with the art 206, and applicable FEMA at that result in a change from ript, function, are since when the state of the state	r e h t					
3.	<u>Cost Overruns.</u> If you expect to have a cost overrun, a written of DHS&EM <u>before</u> expenditures are made. Identify why there we an itemized list of expenses. DHS&EM will notify you in we eligible items.	v::11 L	•					
4.	No Duplication of Assistance. The disaster assistance will benefits received for the same loss from another so							
5.	Regularly Appropriated Monies. If the applicant is a State of certifies that any regularly appropriated monies will be exhausted disaster relief funds.	ed before accepting and usingInitials						
	Insurance. The Applicant accepts responsibility for acquirinsurance. The applicant also agrees to provide workers' compensy AS 23.30 for all employees engaged in work funded by the require any contractor to provide and maintain workers' comemployees as required by AS 23.30. With respect to any proper repaired or constructed with the disaster assistance, such types a be obtained and maintained as may be reasonably available, a protect against future loss to such property prior to disaster disbursement.	ensation insurance as required the grant. The applicant shall impensation insurance for its erty to be replaced, restored, and extent of insurance will						
7. DHS&	Bond Requirements. Applicant agrees to require any contracto S&EM Form 30-57f State Assurance and Agreements	or to comply, at a minimum,	)					
	- 1 -	1M 20-090 OR 20-04 RS 20-043	3					

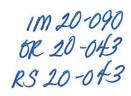
	with the bond provisions specified in AS 36.25.010(a) and (b).	Initial
8.	<u>Permitting.</u> The applicant agrees to obtain all necessary permits to accomplish Project Worksheet scope of work. Permits of this nature <b>are</b> an eligible expense.	the approved
9.	Lands Easements, Rights-of-way. The applicant agrees to provide without cos all lands, easements, and rights-of-way necessary for accomplishment of the appand to obtain all necessary permits.	
10.	Floodplain Management. The applicant will comply with the provisions of Order 11988, relating to Floodplain Management and Executive Order 11990 Protection of Wetlands.	
11.	National Flood Insurance. The applicant will comply with the flood insurant requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, 93-234, 87 Statue. 975, and approved December 31, 1973. Section 102 (a) requand after March 2, 1975, the purchase of flood insurance in communities insurance is available is a condition for receiving any federal financial as construction acquisition in any area that has been identified by the Director of Emergency Management Agency as an area having special flood hazards. "Federal Financial Assistance" includes forms of loans, grant guaranty, insurant rebate, subsidy, disaster assistance loan or grant, or any other form of direct federal	Public Law uires that or where such ssistance for f the Federal The phrase ace payment
12.	Disaster Mitigation. The applicant agrees to undertake and complete any measures required as a condition of this grant. Failure to do so may result funding for the entire	y mitigation
13.	Equal Opportunity Employment. The applicant may not discriminate employee of applicant for employment because of race, religion, color, national physical handicap, sex, marital-status, changes in marital status, pregnancy or product of the color of the	origin, age
14.	Wage Rates. The applicant will comply with the applicable wage and hourly p. A.S. 36.05.010-110 (Alaska Little Davis-Bacon Act).	provisions of Initials
15.	Audit Requirements.  A. Federal: The applicant agrees that, as a condition of receiving any federal assistance, a Single audit of those federal funds will be performed, if required further agrees it will comply with all applicable audit requirements.	
	<b>B.</b> State: If the applicant is an entity that expends federal financial assistant \$750,000 or more during the entity's fiscal year, the applicant shall submit to the coordinating agency, within nine months after the end of the audit period, an arreport covering the audit period. See 2 AAC 45.010.	ne State
16.	<u>Barred/Suspended Vendors.</u> Ensuring contracted work or material purchases state or federally barred sources or contractors.	are not fromInitials
DHS	&EM Form 30-57f State Assurance and Agreements	20 204
	-2- IM 2	0-040
	RS 21	20-090 0-043 0-043

17.	eme FIC	CA Exempt. The applicant understands that under a State declaration of disaster progency employees (temporary employees) hired for disaster projects are exempt from A withholding and that the employer is exempt from FICA contributions for these ployees under 42 USC Section 410.  Initials
18.	Gra and Div	accounting procedures: The applicant agrees to follow grant administration accounting procedures required by the Department of Military and Veteran's Affairs, ision of Homeland Security and Emergency Management (DHS&EM) as set out in lance and forms provided by DHS&EM.  Initials
19.	Pro	ject Cost Eligibility.
	A. B.	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.  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.
	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.
20.	III UC	ect Operation and Maintenance. The applicant will operate and maintain the facility cordance with the minimum standards as may be required or prescribed by the applicable and local agencies for maintaining and operating such facility.  Initials
21.		ect Standards.
		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.
		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
DHS&	EM Fo	orm 30-57f State Assurance and Agreements

		applicable standards of safety, decency and sanitation.	Initials
	D.	The applicant will evaluate the natural hazards in areas in which grant or loan are to be used in conformity with applicable codes standards and take appropriate action to mitigate such hazards, included and construction practices.	s, specifications and
22. Project Completion Timelines Progress Reports. The applicant will commence the project within a reasonable time after receiving notification from the Div Homeland Security & Emergency Management that the project worksheet(s) has approved and will ensure that work on the project proceeds to completion with rediligence and in compliance with 44 CFR §206.204. The applicant will furnish progress reports for all large and small projects and any other reports as req DHS&EM.			
	A.	The applicant must complete all work associated with the Project is not completed, the applicant will be required to return all State fu	
	B.	Failure to submit required reports and documentation will result in Project worksheet, and the applicant will be required to return all S	
	C.	The applicant agrees to undertake and complete any mitigation me condition of this grant. Failure to do so may result in a loss of fur project.	-
	D.	The applicant has 90 days from the date the PW is 100% complete up documentation (timesheets, pay stubs, invoices, etc.) to subscosts associated with the Project Worksheet(s). If the applicant drequired documentation within the 90 day time limit, the State remaining funds and close the Project Initials	tantiate the eligible loes not provide the may de-obligate all
23.	docu the	umentation. The State requires that applicant/subgrantee to imentation (timesheets, pay stubs, invoices, etc.) to substantiate all corporate Worksheet. See State Public Assistance Administrative Initials	costs associated with
24.	Com	ention and Access to Records. The applicant will give DHS&I aptroller General, through any authorized representative, access nine all records, books, papers or documents related Initials	to and the right to
25.	of, and contracking representation	e Right of Enforcement. These assurances and agreements are girned for the purpose of obtaining any and all state grants, loans, reimburacts, property, discounts, or other disaster related financial assistational agrees that such State financial assistance is extended essentations and agreements made in this assurance and that the State ek judicial enforcement of these assurances and agreements.	arsements, advances, ance. The applicant ed in reliance on the e shall have the right Initials
DHS	&EM F	Form 30-57f State Assurance and Agreements	IM 20-090
		- 4 -	1M 20-090 OR 20-043 RS 20-043
			10 20 010

20.	and the representation of Applicant Sourcestors I rangiarage and
	Assignees: These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees.
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.
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.
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.
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 <u>60 days</u> of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: <i>Mr. Michael Sutton, Director; Division of Homeland Security &amp; Emergency Management; P.O. Box 5750; JBER, Alaska 99505 </i>
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.
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.
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.
37.	<u>Retention of Records.</u> The applicant agrees to retain records and supporting documentation for three years after closeout of their last Project Worksheet for this disasterInitials
have	he authorized representative of
Prin	ted name and title of Authorized Representative
Sign	Date Date





## 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 #	2. DUNS #	3 Award	■ Amendment
0227	081482960		-durant Name I
5. Recipient Name and Address	ress	6. Issuin	g Office and Address
Matanuska Susitna Boroug 350 E Dahlia Avenue Palmer, AK 99645		in Market	Department of Military and Veterans Affairs Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505–5750 <a href="http://www.ready.alaska.gov">http://www.ready.alaska.gov</a>
7. PW Obligation Date		A 200	
3/6 9. Purpose of Award/Amendr	/6/2020	Agen	cy: Federal Emergency Management Agency (FEMA)
o. I diposo oi Awaidi Aminenan	and the second second	neril markets	Community in Windle Community Community
10 Crent Award and Towns		Initial Awa	ard
10. Grant Award and Terms a	and Conditions: (see a	ttached Grant	Terms and Conditions)
i Olai Appr	roved Amount: arded Amount:		\$ 293,322.29
	arged Amount: Federal Share:	-	\$ 293,322.29
ĺ	State Share:		\$ 219,991.72
Sub-	-Grantee Share:		\$ 73,330.57
			\$ 0.00
See attached: Approved PA	IGP Project vvorksnee	et Grant	t Performance Period: 01/31/2019 through 07/31/2020
	and the same of the same	and the state of	tached Grant Requirements, Assurances and Agreements)
12. Project Award Title:	Cateç	gory E- Fire S	Stations
address in Block 6, within 30 day	and return one (1) copy ys from the date in Bloc	/ of this docu ck 17.	ument with the terms and conditions to the issuing
Printed Name of SPAO: Jenny	/ Belanger		Phone: (907) 428-7036 Fax: (907) 428-7009 Email: jenny.belanger@alaska.gov
15. Signature of Jurisdiction F	Project Manager	Action/	Phone: (907) 861-8004
		1	The Control of the Co
Printed Name: Casey Cook		1	Fax: (907) 861-8014
16. Signature of Jurisdiction C	Chief Financial Office		Email: casey.cook@matsugov.us
-	Mei Filianciai Onice	r	Phone: (907) 861-8630
		17	Fax: (907) 861-8592
Printed Name: Cheyenne Heinde		17	
7. Signature of Jurisdiction S	Signatory Official	Low Sept. 19	Email: cheyenne.heindel@matsugov.us
		1	Date:
		17	Phone: (907) 861-8689
Printed Name and Title: John I	Moosey Rorough Mans		Fax: (907) 861-8669
8. DHS&EM Signatory Official	noosey, borough mana	iger	Email: john.moosey@matsugov.us
	A THE STREET		Date: 4-20-20
Zink		17	Phone: (907) 428-7000
William A. Dennis		17	Fax: (907) 428-7009
Alternate Governor's Authoriz	zed Representative	17	
		17	Email: bill.dennis@alaska.gov

Turn over to complete instruction acknowledgement. IM 20-090 6R 20-043 RS 20-043

### **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.

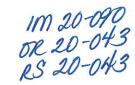
All Emergency Work PWs (Category A and B: "Emergency Work") must be complete six months from the date of the Disaster Declaration. All Permanent Work PWs (Categories C-G, "Permanent Work") must be complete 18 months from the date of the Disaster Declaration. If more time is required, contact your Division 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 <u>Mata</u> I have reviewed these instructions and acknowledge our a Public Assistance Program.	nuska Susitna Borough, ppeal rights and responsibilities under the
Printed Name and Title of Authorized Representative	
Signature	Date



# DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)

DR-4413 Disaster #	2018 November Cook Inlet Earthquake Title of Disaster	0227 PW #
(A) Manias		1 VV #

- (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 publicallyavailable 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 &
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the
  - 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

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

- 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
- 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
- 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:
  - The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of

1M 20-090 RS20-043 DR 20-043

- 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.

  6. Compared 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.
- 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.
- Conflict of Interest
   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.
- 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:

- 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;
- 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
- 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.
- Technology Requirements 28 CFR Part 23, Criminal Intelligence System Operating Policies
- Duplication of Benefits
   2 CFR Part 200, Subpart E, Cost Principles
- 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.
- State Requirements
   Alaska State Procurement Code AS 36.30, AS36.30.005-.030
   <u>www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc</u>
   Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <a href="http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac">http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac</a>
   Alaska Administrative Manual <a href="http://doa.alaska.gov/dof/manuals/aam/index.htm">http://doa.alaska.gov/dof/manuals/aam/index.htm</a>

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

Project l	Manager's Signature
Chief Fi	nancial Officer's Signature
Signato	ry Official's Signature

# FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

ъ.			CE GRAITI
_DI	R-4413 Disaster #	2018 November Cook Inlet Earthqua Title of Disaster	
		CFDA Number 97.036	PWs#
Δς	a condition of	ASSURANCES AND AGREEMEN	
aut	morized representative of	state disaster assistance, as indicated by the applicant below, the applicant cert	ifies and agrees as follows:
1.	been duly adopted or p the filing of the applic and directing and aut applicant to act in conr as may be required.	e applicant possesses legal authority the proposed facilities; that a resolution passed as an official act of the applicant cation, including all understandings and chorizing the person identified as the nection with the application and to provi	a, motion, or similar action has 's governing body, authorizing assurances contained therein, official representative of the de such additional information  Initials
2.	which federal and Sta criteria contained in 44 Handbooks and policion the pre-disaster config State pre-authorization	te best of the applicant's knowledge and deral Emergency Management Agency te financial assistance is requested is ed. Code of Federal Regulations (CFR), Pes. Repair work will not begin on project uration (that is, different location, footput for proposed changes.  Failure to odding for the entire project.	(FEMA) project worksheet for eligible in accordance with the eart 206, and applicable FEMA ets that result in a change from
3.		expect to have a cost overrun, a written nditures are made. Identify why there we benses. DHS&EM will notify you in	n request <u>must</u> be submitted to
4.	No Duplication of Asbenefits received forInitials	ssistance. The disaster assistance will the same loss from another s	
5.	Regularly Appropriat certifies that any regular disaster relief funds.	ed Monies. If the applicant is a State rly appropriated monies will be exhaust	or local agency, the applicant ed before accepting and using <i>Initials</i>
6.	by AS 23.30 for all em require any contractor employees as required be obtained and maintain	dicant accepts responsibility for acquatalso agrees to provide workers' compete ployees engaged in work funded by the to provide and maintain workers' compete y AS 23.30. With respect to any proposition with the disaster assistance, such types sined as may be reasonably available, oss to such property prior to disaster	ensation insurance as required the grant. The applicant shall impensation insurance for its erty to be replaced, restored, and extent of insurance will
7. DHS&	Bond Requirements. A	applicant agrees to require any contract	
		-1-	IM 20-090

OR 20-043 RS 20-043

	with the bond provisions specified in AS 36.25.010(a) and (b).
8.	<u>Permitting.</u> The applicant agrees to obtain all necessary permits to accomplish the approved Project Worksheet scope of work. Permits of this nature are an eligible expenseInitial
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. Initial
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. Initial
11.	National Flood Insurance. The applicant will comply with the flood insurance purchas 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 or 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 phras "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
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 an 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. Initial.
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). Initial
15.	Audit Requirements.  A. Federal: The applicant agrees that, as a condition of receiving any federal financia assistance, a Single audit of those federal funds will be performed, if required by law, an further agrees it will comply with all applicable audit requirements.
	<b>B.</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.
16.	Barred/Suspended Vendors. Ensuring contracted work or material purchases are not from state or federally barred sources or contractors.
DHS	&EM Form 30-57f State Assurance and Agreements
	&EM Form 30-57f State Assurance and Agreements  -2-  1M 20-090  5R 20-043  RS 20-043
	RS 20-043

		I A	
17.	em FIC	CA Exempt. The applicant understands that understands ergency employees (temporary employees) hired for EA withholding and that the employer is exempt exployees under 42 USC Section 410.	or digaeter projects and and a
18.	Div	ant Administration Procedures:  I accounting procedures required by the Department vision of Homeland Security and Emergency Mandance and forms provide Initials	t of Military and Veteran's Affairs, agement (DHS&EM) as set out in
19.	Pro	pject Cost Eligibility.	
	A	The eligibility of project costs to be paid by disasted determined by 44 Code of Federal Regulations (Cl Management Agency (FEMA) policies which are a www.fema.gov or in hard copy by request.	FR) and related F-11 F
	B.	Ineligible costs include but are not limited to: Ba lobbying expenses, organization membership fees of fines or penalties, bonuses and commission expenses for activities not directly connected with counsel fees and settlements arising from the profinancing or refinancing.	, life insurance premiums, payment as, entertainment expenses, travel
	C.	The cost plus a percentage of cost and percentage contracting shall not be used. Project contracting Initials	ge of construction cost methods of acts must be competitively bid.
20.		ject Operation and Maintenance. The applicant we coordance with the minimum standards as may be reque and local agencies for maintaining and operating such	11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
21.		ject Standards.	
	A.	The applicant will provide and maintain compengineering supervision and inspection at the co- completed work conforms to the approved plans and	
	B.	The applicant will require the facility to be design Standard Specifications for Making Buildings and I by the Physically Handicapped," Number A117.1-19 (1931). The applicant will be responsible for compliance with these specifications Initials	961, as modified (41CFR §101-17-conducting inspections to ensure
)	C.	The applicant will, for any repairs or construction	Samuell
DHS&	EM Fo	orm 30-57f State Assurance and Agreements	
		- 3 -	1M 20-090 OR 20-043 RS 20-043
			RS 20-043

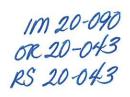
		applicable standards of safety, decency and sanitation. Initial	S		
	D.	The applicant will evaluate the natural hazards in areas in which the proceeds of a grant or loan are to be used in conformity with applicable codes, specifications a standards and take appropriate action to mitigate such hazards, including safe land and construction practices. Initiation.	and use		
22.	Project Completion Timelines Progress Reports. The applicant will commence work of 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 we is not completed, the applicant will be required to return all State fundingInitial.			
	B.	Failure to submit required reports and documentation will result in deobligation of Project worksheet, and the applicant will be required to return all State funding. Initial			
	C.	The applicant agrees to undertake and complete any mitigation measures required a condition of this grant. Failure to do so may result in a loss of funding for the ent project.	tire		
	D.	The applicant has 90 days from the date the PW is 100% complete to submit all bacup documentation (timesheets, pay stubs, invoices, etc.) to substantiate the eligic costs associated with the Project Worksheet(s). If the applicant does not provide required documentation within the 90 day time limit, the State may de-obligate remaining funds and close the Project Worksheet Initials	ble the all		
23.	docu	umentation. The State requires that applicant/subgrantee to submit all back- umentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated w Project Worksheet. See State Public Assistance Administrative Plan for deta Initials	vith		
24.	Con	ention and Access to Records. The applicant will give DHS&EM and the Federal physical representative, access to and the right mine all records, books, papers or documents related to the grant Initials	eral t to ant.		
25.	of, a cont ackr	te Right of Enforcement. These assurances and agreements are given in considerate and for the purpose of obtaining any and all state grants, loans, reimbursements, advancements, property, discounts, or other disaster related financial assistance. The application and agreements are such State financial assistance is extended in reliance on resentations and agreements made in this assurance and that the State shall have the received judicial enforcement of these assurances and agreements.	ces, cant the ight		
DHS	&EM	Form 30-57f State Assurance and Agreements IM 20-090			
		Form 30-57f State Assurance and Agreements  -4-  IM 20-090  OR 20-043  RS 20-043			

<i>M</i> ()	Assignment These 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.  Initial
27.	
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 Courfor the Third Judicial District of the State of Alaska at Anchorage.
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.
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.
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.
32.	<u>Severability.</u> 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. <u>Initials</u>
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
INLIC D.	TALE OF THE PARTY

IM 20-090 OR 20-043 RS 20-043

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

Sign	nature Date
Prin	ted name and title of Authorized Representative
	ster grant assistance.
As t	he authorized representative of, I ereviewed this agreement and agree to comply with its provisions as a condition of receiving
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 disasterInitials
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.
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.
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.
	identifying the action under appeal with an appropriate justification within <u>60 days</u> of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: <i>Mr. Michael Sutton, Director; Division of Homeland Security &amp; Emergency Management; P.O. Box 5750; JBER, Alaska 99505</i> Initials





## 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 #	2. DUNS #	3. Award	■ Amendment □	4. Employer Tax ID #
0235	081482960	Amen	dment Number	92-0030816
5. Recipient Name and Addre	ess		g Office and Address	1. 1796
Matanuska Susitna Borougl 350 E Dahlia Avenue Palmer, AK 99645		Department of Military an Division of Homeland Secu Management PO JBER, AK 9950 http://www.ready.	ırity and Emergency Box 5750 05–5750	
7. PW Obligation Date 3/2	1/2020	Ager	cy: Federal Emergency Man	agement Agency (FEMA)
9. Purpose of Award/Amendn	nent:	CONTRACTOR ASSESSMENT	Entered Section	NAVAGORE SON STATE
		nitial Aw	ard	A STATE OF THE PROPERTY OF
10. Grant Award and Terms a	nd Conditions: (see a	ttached Gran	Terms and Conditions)	THE THE PERSON OF THE PERSON O
Total Appr Total Awa	oved Amount: orded Amount: Federal Share: State Share: Grantee Share;		\$ 12,239.50 \$ 12,239.50 \$ 9,179.63 \$ 3,059.87 \$ 0.00	
See attached. Approved PA	GP Project Worksne	et Gran	t Performance Period: 01/3	31/2019 through 07/31/2020
13. Recipient is required to sign	Category E - MSBSD A	Administrati	on and Facilities Buildings	an Andria spane
address in Block 6, within 30 day 14, DHS&EM Project Manager	s from the date in Blo	ck 17,		Britan Maria M Maria Maria Ma
Printed Name of SPAO: Jenny			Phone: (907) 428 Fax: (907) 428-70 Email: jenny.bela	009
15. Signature of Jurisdiction I	Project Manager		Phone: (907) 861-	8004
Printed Name: Casey Cook			Fax: (907) 861-801 Email: casey.cool	
16. Signature of Jurisdiction (	Chief Financial Offic	er	Phone: (907) 861-859	
Printed Name: Cheyenne Heind				neindel@matsugov.us
17. Signature of Jurisdiction S  Printed Name and Title: John	, , , , , , , , , , , , , , , , , , , ,	nager	Date: Phone: (907) 861-866 Fax: (907) 861-866 Email: john.moos	3689 9
18. DHS&EM Signatory Officia		-		
3 - 3 10			Date: 4-20-20	
William A. Dennis		Phone: (907) 428-70 Fax: (907) 428-7009		
Alternate Governor's Authorized Representative			rax. (307) 420-7009	
Alternate Governor's Authori	zed Representative		Email: bill.dennis@	

Turn over to complete instruction acknowledgement. Im 20-090 OR 20-043 RS 20-043

# **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, our appeal rights and responsibilities under the
Printed Name and Title of Authorized Representative.	Date

#### **DISASTER PUBLIC ASSISTANCE GRANT (General Requirements)**

DR-4413	2018 November Cook Inlet Earthquake	0235
Disaster #	Title of Disaster	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 <a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200</a> 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?qp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f

- A. <u>Federal</u>: 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.
- 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:
  - The Division of Homeland Security & Emergency any nature directly to the sub grantee

    Management (DHS&EM) will not process grant payments of

1M 20-090 RS 20-043

OR 20-043

Y: Events' Federal Disaster Folders' Open Disasters' DR-4413 2018 November Cook Inlet Earthquake Public Assistance PA Applicants' Mat-Su Borough PW 235 MSBSD Admin and Facilities Bldgs 94882 Obligating Award Does PW 235 General Requirements.docx

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

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

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:

- 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;

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

- 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 Ma	anager's Signature
Chief Fina	ncial Officer's Signature
Signatory	Official's Signature

1M 20-090 RS 20-043

# FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

DR	2-4413 Disaster #	2018 November Cook Inlet Earthquake Title of Disaster	0235
			PWs#
		CFDA Number 97.036	
¥		ASSURANCES AND AGREEMENTS	
As aut	a condition of receiving a horized representative of	state disaster assistance, as indicated by the some state applicant below, the applicant certifies a	signature of the duly and agrees as follows:
1.	been duly adopted or p the filing of the applic and directing and aut applicant to act in conn as may be required.	e applicant possesses legal authority to app the proposed facilities; that a resolution, mot eassed as an official act of the applicant's government, ation, including all understandings and assurable horizing the person identified as the official ection with the application and to provide such	ion, or similar action has reming body, authorizing rances contained therein ial representative of the chadditional information
2.	which federal and State criteria contained in 44 Handbooks and policies the pre-disaster configuration State pre-authorization	e best of the applicant's knowledge and believeral Emergency Management Agency (FEM te financial assistance is requested is eligible Code of Federal Regulations (CFR), Part 20 es. Repair work will not begin on projects that uration (that is, different location, footprint, in for proposed changes.  Failure to obtain ding for the entire project.	A) project worksheet for e in accordance with the 6, and applicable FEMA at result in a change from
3.		expect to have a cost overrun, a written required nditures are made. Identify why there will be benses. DHS&EM will notify you in writing	est must be submitted to
4.	No Duplication of As benefits received forInitials	sistance. The disaster assistance will not the same loss from another source	dunlicate assistance an
5.	Regularly Appropriate certifies that any regular disaster relief funds.	ed Monies. If the applicant is a State or locally appropriated monies will be exhausted be	cal agency, the applicant fore accepting and using <i>Initials</i>
6.	by AS 23.30 for all emprequire any contractor employees as required by repaired or constructed be obtained and maintain	dicant accepts responsibility for acquiring at also agrees to provide workers' compensation ployees engaged in work funded by the grate provide and maintain workers' compensity AS 23.30. With respect to any property the with the disaster assistance, such types and wined as may be reasonably available, adequoses to such property prior to disaster Property	any necessary liability on insurance as required int. The applicant shall sation insurance for its o be replaced, restored, extent of insurance will
7. DHS&	Bond Requirements. A	applicant agrees to require any contractor to	comply, at a minimum,
		1	Im 20-090

	with the bond provisions specified in AS 36.25.010(a) and (b).	Initials
8.	<u>Permitting.</u> The applicant agrees to obtain all necessary permits to accomplish the Project Worksheet scope of work. Permits of this nature <b>are</b> an eligible expense.	
9.	Lands Easements, Rights-of-way. The applicant agrees to provide without cost to all lands, easements, and rights-of-way necessary for accomplishment of the approand to obtain all necessary permits.	
10.	Floodplain Management. The applicant will comply with the provisions of: Order 11988, relating to Floodplain Management and Executive Order 11990, a Protection of Wetlands.	
11.	National Flood Insurance. The applicant will comply with the flood insurance requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Pt 93-234, 87 Statue. 975, and approved December 31, 1973. Section 102 (a) requirement and after March 2, 1975, the purchase of flood insurance in communities we insurance is available is a condition for receiving any federal financial assist construction acquisition in any area that has been identified by the Director of the Emergency Management Agency as an area having special flood hazards. To "Federal Financial Assistance" includes forms of loans, grant guaranty, insurance rebate, subsidy, disaster assistance loan or grant, or any other form of direct of federal	res that on here such stance for he Federal he phrase payment
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 funding for the entire	a loss of project
13.	Equal Opportunity Employment. The applicant may not discriminate age employee of applicant for employment because of race, religion, color, national ophysical handicap, sex, marital-status, changes in marital status, pregnancy or particular description.	rigin, age
14.	Wage Rates. The applicant will comply with the applicable wage and hourly produced A.S. 36.05.010-110 (Alaska Little Davis-Bacon Act).	ovisions of Initials
15.	Audit Requirements.  A. Federal: The applicant agrees that, as a condition of receiving any federal assistance, a Single audit of those federal funds will be performed, if required by further agrees it will comply with all applicable audit requirements.	l financia y law, and <i>_Initials</i>
	<b>B.</b> State: If the applicant is an entity that expends federal financial assistance \$750,000 or more during the entity's fiscal year, the applicant shall submit to the coordinating agency, within nine months after the end of the audit period, an annierport covering the audit period. See 2 AAC 45.010.	State
16.	Barred/Suspended Vendors. Ensuring contracted work or material purchases ar state or federally barred sources or contractors.	e not fron Initial.
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	RS 20-0.	43

17.	FIC	CA Exempt. The applicant understands that under a State declaration of disaster ergency employees (temporary employees) hired for disaster projects are exempt from FICA contributions for these ployees under 42 USC Section 410.
18.	Div	ant Administration Procedures: The applicant agrees to follow grant administration accounting procedures required by the Department of Military and Veteran's Affairs, vision of Homeland Security and Emergency Management (DHS&EM) as set out in dance and forms provided by DHS&EM.  Initials
19.	Pro	ject 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.
	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.
20.	111 666	iect Operation and Maintenance. The applicant will operate and maintain the facility ecordance with the minimum standards as may be required or prescribed by the applicable and local agencies for maintaining and operating such facility.  Initials
21.	<u>Proj</u>	ect 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.
	В.	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.
	C.	The applicant will, for any repairs or construction financed herewith, comply with
DHS&	EM F	orm 30-57f State Assurance and Agreements

		applicable standards of safety, decency and sanitation.	Initials
	D.	The applicant will evaluate the natural hazards in areas in which the prigrant or loan are to be used in conformity with applicable codes, specistandards and take appropriate action to mitigate such hazards, including and construction practices.	ifications and
22.	the Hom appr dilig prog	project within a reasonable time after receiving notification from the neland Security & Emergency Management that the project worksheet roved and will ensure that work on the project proceeds to completion with the gence and in compliance with 44 CFR §206.204. The applicant will furnishes reports for all large and small projects and any other reports as 8 &EM.	e Division of (s) have been th reasonable hish quarterly
	A.	The applicant must complete all work associated with the Project Work is not completed, the applicant will be required to return all State funding.	
	B.	Failure to submit required reports and documentation will result in deoble Project worksheet, and the applicant will be required to return all State for	
	C.	The applicant agrees to undertake and complete any mitigation measures condition of this grant. Failure to do so may result in a loss of funding project.	
	D.	The applicant has 90 days from the date the PW is 100% complete to sure up documentation (timesheets, pay stubs, invoices, etc.) to substantiat costs associated with the Project Worksheet(s). If the applicant does not required documentation within the 90 day time limit, the State may determining funds and close the Project	e the eligible of provide the
23.	docu	umentation. The State requires that applicant/subgrantee to subminimentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs as Project Worksheet. See State Public Assistance Administrative Planitials	ssociated with
24.	Com	ention and Access to Records. The applicant will give DHS&EM and appropriate physical physica	the right to
25.	of, a cont ackr	re Right of Enforcement. These assurances and agreements are given in and for the purpose of obtaining any and all state grants, loans, reimbursement areats, property, discounts, or other disaster related financial assistance. In a nowledges and agrees that such State financial assistance is extended in resentations and agreements made in this assurance and that the State shall seek judicial enforcement of these assurances and agreements.	ents, advances, The applicant eliance on the

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

	Assignees: These Assurances and Applicant's Successors, Transferees, and
	Assignees: These Assurances and Agreements are binding on the applicant, its successors, transferees and assignees.
	Initial.
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 immunity 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 Courfor the Third Judicial District of the State of Alaska at Anchorage.
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.
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.
32.	<u>Severability.</u> 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. <u>Initials</u>
33.	<u>Project Worksheet (PW).</u> 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
33.	Project Worksheet (PW). Please carefully review the Damage Description and Dimensions, Scope of Work and Cost Estimate If you do not been included herein.

	identifying the action under appeal with an appropriate justification within <u>60 days</u> of receipt of this award package. Please attach related documentation supporting the appeal to your request. Address the appeal to: <i>Mr. Michael Sutton, Director; Division of Homeland Security &amp; Emergency Management; P.O. Box 5750; JBER, Alaska 99505Initials</i>
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.
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.
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.
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 disasterInitials
have	ne authorized representative of
Print	red name and title of Authorized Representative
Sign	ature Date