

SUMMARY OF GRANT CONDITIONS FOR ALL APPLICANTS

Division of Homeland Security & Emergency Management

Below are a few items that may assist the applicants with the paperwork requirements for this disaster. For more detailed information, please refer to the Applicant Information Packet.

1. Applicants must submit all cost estimates to the Division of Homeland Security & Emergency Management (DHS&EM) within 90 days of the first substantive meeting with FEMA and the State (Kickoff Meeting.) Any additional damages or requests for additional Project Worksheets must also be submitted within 60 days of the Kickoff Meeting.
2. Work must be completed by the project completion deadlines. Should additional time be required to complete the approved work, a time extension request must be submitted prior to the existing completion date which a.) Identifies the PW requiring an extension; b.) Explains the reason for needing an extension; c.) Indicates the percentage of work that has been completed; and d.) Provides an anticipated completion date. The reason for needing an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in a loss of funding for the entire project.**
3. If you wish to make changes to a project that results in a significant change from the pre-disaster configuration (that is, different location, footprint, function, or size) a written request must be submitted to DHS&EM and approved before the work is performed. DHS&EM will notify the applicant if the changes are approved. Any subsequent changes you wish to make to the Scope of Work to a written, obligated Project Worksheet (PW) also require written approval. **Failure to obtain pre-approval may result in a loss of funds for the entire project.**
4. Once a PW is complete, there are several documents required before the applicant will receive funding. The State requires the applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet. Please review the additional information within this packet for a complete list of other documentation the State requires.
5. If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made, identifying why there will be an overrun, along with an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items.
6. If you wish to appeal a decision made by the State or FEMA, you must submit a written appeal to DHS&EM within 60 days from the date of written notice of the determination being appealed.
7. Project Worksheets will not receive funding until all regulatory and statutory requirements have been met.
8. You may request up to a 30 percent advance of funds by completing the "Request for Funds" form (DHS&EM Form 30-3). The advance should be used within 30 days of receipt. The applicant must submit copies of invoices, timecards, and other documentation to demonstrate expenditures of the 30 percent before any additional funds will be advanced. Funds that are not used within 30 days of receipt need to be returned to the state. Additionally, any interest accrued on funds kept over 30 days needs to be returned to the state.
9. The Administrative Allowance for applicants covers direct and indirect costs incurred in requesting, obtaining, and administering public assistance grants. No other administrative or indirect costs incurred by an applicant are eligible.

Examples of the activities the Administrative Allowance is intended to cover include:

- **Identifying damage.**
- **Attending the Applicants' Briefing.**

- **Completing forms necessary to request assistance.**
- **Establishing files, and providing copies and documentation.**
- **Assessing damage, collecting cost data, and developing cost estimates.**
- **Working with the State during projects monitoring, final inspection and audits.**

The allowance is not intended to cover direct costs of managing specific projects that are completed using public assistance funds. These costs are eligible as part of the grant for each project, as long as they can be specifically identified, tracked and justified as necessary to do the work.

The Administrative Allowance for an applicant is calculated as a percentage of all approved eligible costs that the applicant receives for a given disaster. Therefore, only an estimate of the Administrative Allowance can be provided until project completion. At closeout, applicants will provide a summary of eligible administrative expenses to date for payment.

10. Applicants are required to submit Project Quarterly Reports (DHS&EM Form 30-60) on each project that remains open to include total Administrative Funds expended. See the Quarterly Report Form due dates.

11. The applicant will cause work on the project to commence within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that funds 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 the work is not completed, the applicant will be required to return all State and federal funding.

B. Failure to submit required reports and documentation will result in de-obligation of the Project Worksheet, and the applicant will be required to return all State and federal funding.

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

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

12. Complete records and cost documents for all approved work must be maintained for at least 3 years after the Federal Emergency Management Agency closes the disaster. During this time, all approved Project Worksheets are subject to State audit/review.

13. Applicant is responsible for complying with all local, State, and federal permitting and insurance requirements.

14. Applicant is responsible for complying with the performance and payment bond provisions as of AS 36.25.010.

By signing this document, you attest that you have read the information within this packet and understand the forms and requirements of documentation required to receive funds for the {disaster}. If you have questions at any time, you may contact the Alaska Division of Homeland Security & Emergency Management at 1-800-478-2337.

Signature/Date (State)
Signature/Date (Applicant)

DISASTER PUBLIC ASSISTANCE GRANT

City of Shaktoolik

GRANT NUMBER (Disaster Number) DR 4050

CFDA Number 97.036

ASSURANCES AND AGREEMENTS

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

- 1. Legal Authority.** The applicant possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- 2. Eligible Work.** To the best of the applicant's knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations (CFR), Part 206, and applicable FEMA Handbooks and policies. Repair work will not begin on projects that result in a change from the pre-disaster configuration (that is, different location, footprint, function, or size) without State pre-authorization for proposed changes. **Failure to obtain preauthorization may result in a loss of funding for the entire project.**
- 3. Cost Overruns.** If you expect to have a cost overrun, a written request must be submitted to DHS&EM before expenditures are made. Identify why there will be an overrun and include an itemized list of expenses. DHS&EM will notify you in writing if these expenses are eligible items.
- 4. No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance.
- 5. Regularly Appropriated Monies.** If the applicant is a State or local agency, the applicant certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds.
- 6. Insurance.** The Applicant accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by AS 23.30 for all employees engaged in work funded by the grant. The applicant shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by AS 23.30. It will comply with the insurance requirements of Section 311, PL 93-288. An applicant shall comply with regulations prescribed by the President to assure that, with respect to any property to be replaced, restored, repaired or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property.
- 7. Bond Requirements.** Applicant agrees to require any contractor to comply, at a minimum, with the bond provisions specified in AS 36.25.010(a) and (b).
- 8. Lands, Easements, Rights-of-way, and Permits.** The applicant agrees to provide without cost to the State or federal government all lands, easements, and rights-of-way necessary for accomplishment of the approved work and to obtain all necessary permits.

9. **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.
10. **National Flood Insurance.** The applicant will comply with the flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Statute. 975, and approved December 31, 1973. Section 102 (a) requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available is a condition for receiving any federal financial assistance for construction acquisition in any area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards. The phrase “Federal Financial Assistance” includes forms of loans, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. **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.**
12. **Equal Opportunity Employment.** The applicant may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
13. **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).
14. **Audit Requirements.**
- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, an A-133 audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - B. **State:** If the applicant is an entity that received federal financial assistance totaling \$500,000 or more during the entity’s fiscal year, the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period. See 2 AAC 45.010.
15. **Grant Administration Procedures.** The applicant agrees to follow grant administration and accounting procedures required by the Department of Military and Veteran’s Affairs, Division of Homeland Security & Emergency Management (DHS&EM) as set out in guidance and forms provided by DHS&EM.
16. **Project Cost Eligibility.**
- A. The eligibility of project costs to be paid by disaster assistance monies shall be determined by 44 Code of Federal Regulations (CFR) and related Federal Emergency Management Agency (FEMA) policies which are available on the FEMA website at www.fema.gov or in hard copy by request.
 - B. Cost plus a percentage of cost and percentage of construction cost methods of contracting **shall not be used.** Project contracts must be competitively bid for.
17. **Project Operation and Maintenance.** The applicant will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable federal, State and local agencies for maintaining and operating such facilities.
18. **Project Standards.**
- A. The applicant will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
 - B. The applicant will require the facility to be designed to comply with the “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped,” Number A117.1-1961, as modified (41 CFR §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 applicable standards of safety, decency and sanitation.
 - D. The applicant will evaluate the natural hazards in areas in which the proceeds of the grant or loan

are to be used in conformity with applicable codes, specifications and standards and take appropriate action to mitigate such hazards, including safe land use and construction practices.

19. Project Completion Timelines Progress Reports. The applicant will commence work on the project within a reasonable time after receiving notification from the Division of Homeland Security & Emergency Management that funds 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 the work is not completed, the applicant will be required to return all State and federal funding.

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

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

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

20. Documentation. The State requires the applicant/subgrantee to submit all back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs associated with the Project Worksheet.

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

22. State Right of Enforcement. These assurances and agreements are given in consideration of, and for the purpose of obtaining any and all disaster grants, loans, reimbursements, advances, contracts, property, discounts or other disaster related financial assistance. The applicant acknowledges and agrees that such financial assistance is extended in reliance on the representations and agreements made in this assurance, and that the State shall have the right to seek judicial enforcement of these assurances and agreements.

23. 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.

24. 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.

25. 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.

26. 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 and against 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 applicant is not required to indemnify the State of Alaska or the United States for their sole negligence. Applicants requesting reimbursement for Debris Removal (Category A) will be required to provide a separate indemnification.

27. 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 of 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.

28. 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.

29. 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.

30. Amendments. Amendments to the 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.**

31. Retention of Records. The applicant agrees to retain records and supporting documentation for three years after closeout of the disaster.

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

Printed name and Title of Authorized Representative

Signature

Date

NOTE: If a Notary is unavailable, a Postmaster may substitute as a witness.

SUBSCRIBED AND SWORN TO before me this ____ day _____, 200 ____.

Notary Public in and for
The State of Alaska
My Commission expires: _____

WAIVER OF SOVEREIGN IMMUNITY

Grant Agreement Number: DR 4050-AK

RESOLUTION NUMBER: _____

A RESOLUTION OF THE City of Shaktoolik accepting State of Alaska, Division of Homeland Security & Emergency Management grant number DR 4050-AK for the 2011 Severe Winter Storm and Flood and waiving sovereign immunity from suit for actions arising out of, or in connection with, the grant.

WHEREAS, the Division of Homeland Security & Emergency Management requires as a condition of the grant that the City of Shaktoolik irrevocably waive any sovereign immunity which it may possess, and consent to suit against itself or its officials as to all causes of action arising out of or in connection with the grant agreement;

NOW THEREFORE BE IT RESOLVED THAT:

1. The City of Shaktoolik irrevocably waives its sovereign immunity and agrees that it shall be subject to suit under the laws of the State of Alaska by the State of Alaska or by any person, in Alaska state court or in any other court of competent jurisdiction, for activities arising out of or in connection with the grant number DR 4050-AK in the same manner, and to the same extent as any person and shall not be immune or exempt from any administrative or judicial process, sanction or judgment.

2. _____ is hereby authorized to negotiate, administer and execute on behalf of City of Shaktoolik grant number DR 4050-AK for the 2011 Severe Winter Storm and Flooding and to negotiate, execute, and administer any other documents, agreements, and contracts required under or related to the grant agreement including the Assurances and Agreements required as a condition of the grant and any subsequent grant amendments.

PASSED AND APPROVED BY THE City of Shaktoolik}. On _____ 2012.

IN WITNESS THERETO:

Signature _____ Title _____

Attest: SIGNATURE OF CLERK/SECRETARY

Signature _____ Title _____

DISASTER PUBLIC ASSISTANCE GRANT

City of Shaktoolik

GRANT NUMBER: DR 4050-AK

INDEMNITY AND HOLD HARMLESS AGREEMENT

Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. § 5170b & 5173, the Shaktoolik hereby agrees to indemnify and hold harmless the United States of America for any claims arising from the removal of any and all debris or wreckage from public or private property carried out under the authority, jurisdiction or direction of Shaktoolik as a result of response activities under Major Disaster Declaration FEMA DR 4050-AK, as more fully described in the FEMA-State Agreement for said disaster executed by the Governor of Alaska on January 11, 2011

As the authorized representative of _____

I have reviewed this agreement and agree to comply with its provisions as a condition of receiving disaster grant assistance.

Printed name and Title of Authorized Representative

Signature

Date

SUBSCRIBED AND SWORN TO before me this ____ day _____, 200 ____.

Notary Public in and for
The State of Alaska
My Commission expires: _____