

**CHUGACH ELECTRIC ASSOCIATION, INC.**  
**Anchorage, Alaska**

**BOARD MEETING**  
**AGENDA ITEM SUMMARY**

**December 19, 2006**

**ACTION REQUIRED**

**AGENDA ITEM NO. IX.G.**

<u>      </u>	<b>Information Only</b>
<u>  <b>X</b>  </u>	<b>Motion</b>
<u>  <b>X</b>  </u>	<b>Resolution</b>
<u>      </u>	<b>Executive Session</b>
<u>      </u>	<b>Other</b>

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**TOPIC**

Dynamite Slough FEMA claim authorization

**DISCUSSION**

In order for Federal Emergency Management Agency (FEMA) to process Chugach Electric Association's (Chugach's) claims for damages sustained during the flooding in the Susitna River delta in August 2006, and the replacement of structures in all three lines on both sides of Dynamite Slough to secure the transmission of power from the Beluga Generating Plant to Anchorage, legal authority for the grant application must be established through a resolution, motion, or similar action by Chugach's governing body. The attached resolution and following motion grants the authority by designating that the representatives of Chugach listed on the attached Designation of Applicant's Agent are authorized to file the application for Public Assistance act for Chugach in all dealings with the State of Alaska or the United States for all matters pertaining to Disaster Assistance.

**CEO's RECOMMENDATION**

Recommend approval of the attached Designation of Applicant's Agent for.

**Motion:** Move that the representatives of Chugach listed on the attached Designation of Applicant's Agent form are authorized to take any and all actions necessary or convenient to represent and act for Chugach in all dealings with the State of Alaska or the United States for all matters pertaining to Disaster assistance required by the Assurances and Agreements set out in connection with the Designation of Applicant's Agent.

## RESOLUTION

WHEREAS Chugach Electric Association Inc., (Chugach) has sustained damage to its facilities as a result of the severe storms, flooding, landslides, and mudslides (Disaster) – 1663 – for which public assistance is available from Federal and State of Alaska sources; and

WHEREAS, a resolution of the governing body of Chugach authorizing filing of the application for public assistance is required;

NOW THEREFORE BE IT RESOLVED

1. That Chugach possesses legal authority to apply for the grant, and to finance and construct the proposed facilities in response to the Disaster;
2. That the representatives of Chugach listed on the attached Designation of Applicant's Agent are authorized on behalf of Chugach to file the application for public assistance, including all understandings and assurances contained therein and to provide such additional information as may be required; and
3. That the representatives of Chugach listed on the attached Designation of Applicant's Agent are authorized to take any and all actions necessary or convenient to represent and act for Chugach in all dealings with the State of Alaska or the United States for all matters pertaining to Disaster assistance required by the Assurances and Agreements set out in connection with the Designation of Applicant's Agent and attached hereto.

I, Jim Nordlund, do hereby certify that I am that I am Secretary of Chugach Electric Association, Inc., an electric non-profit cooperative membership corporation organized and existing under the laws of the State of Alaska: that the foregoing is a complete and correct copy of a resolution adopted at a meeting of the Board of Directors of this corporation, duly and properly called and held on the 19th day of December, 2006; that a quorum was present at the meeting; that the resolution is set forth in the minutes of the meeting and has not been rescinded or modified.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this corporation the 19th day of December, 2006.

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Secretary

**DESIGNATION OF APPLICANT'S AGENT**  
**DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT**

Primary Agent		Secondary Agent	
Agent's Name <b>Edward M. Jenkin</b>		Agent's Name <b>Greg Archibald</b>	
Organization <b>Chugach Electric Association, Inc.</b>		Organization <b>Chugach Electric Association, Inc.</b>	
Official Position <b>Director, Engineering Services Div.</b>		Official Position <b>Manager, Division Budget &amp; Reporting</b>	
Mailing Address <b>P.O. Box 196300</b>		Mailing Address <b>P.O. Box 196300</b>	
City, State, Zip <b>Anchorage, AK 99519-6300</b>		City, State, Zip <b>Anchorage, AK 99519-6300</b>	
Daytime Phone Number <b>(907) 762-4600</b>	Cell: <b>(907) 242-9451</b>	Daytime Phone Number <b>(907) 762-4679</b>	Cell:
Fax Number <b>(907) 762-4693</b>		Fax Number <b>(907) 762-4693</b>	
E-mail <b>ed_jenkin@chugachelectric.com</b>		E-mail <b>greg_archibald@chugachelectric.com</b>	
The above <b>Primary Agent</b> is responsible for applying for State or Federal Disaster Assistance, signing all assurances and grant condition agreements, negotiating the Scope of Work on Project Worksheets, reporting on Project Worksheet status, requesting extensions, appealing determinations and any other actions required with the State.			
The above <b>Secondary Agent</b> has all the responsibilities of the Primary Agent if that person is unavailable.			
Chief Financial Officer		Certifying Official	
Name <b>Mike Cunningham</b>		Name <b>Bill Stewart</b>	
Organization <b>Chugach Electric Association, Inc.</b>		Organization <b>Chugach Electric Association, Inc.</b>	
Official Position <b>Chief Financial Officer</b>		Official Position <b>Chief Executive Officer</b>	
Mailing Address <b>PO BOX 196300</b>		Mailing Address <b>PO BOX 196300</b>	
City, State, Zip <b>Anchorage, AK 99519-6300</b>		City, State, Zip <b>Anchorage, AK 99519-6300</b>	
Daytime Phone Number <b>(907) 762-4778</b>	Cell:	Daytime Phone Number <b>(907) 762-4701</b>	Cell:
Fax Number <b>(907) 762-4514</b>		Fax Number <b>(907) 762-4514</b>	
E-mail <b>mike_cunningham@chugachelectric.com</b>		E-mail <b>bill_stewart@chugachelectric.com</b>	
The above <b>Chief Financial Officer</b> is responsible for setting up financial structures to track eligible expenditures by Project Worksheet as well as the Administrative Allowance for all projects. Prepares and submits (through the Primary Agent or Direct to the State) the required financial reports and back-up documentation for each Project Worksheet and Administrative Allowance. Responsible for complying with State and Federal audit requirements and requests.			
The above <b>Certifying Official</b> is responsible for Certifying that all progress and financial reports are correct, responsible for Certifying that all required permits were obtained for Project Worksheets and that insurance has been obtained for all projects with more than \$5,000.00 in disaster funding. Finally, this person is responsible for certifying that all work and costs claimed are eligible in accordance with the grant conditions and that all costs claimed have been paid in full.			
<b>Applicant's Federal Employer's Identification Number</b>			
Certifying Official's Signature:			Date:

## DISASTER PUBLIC ASSISTANCE GRANT

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Name of Applicant

GRANT NUMBER (Disaster Number) DR-1663-AK

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.3605.010 – 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](http://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: \_\_\_\_\_

## FEDERAL DISASTER PUBLIC ASSISTANCE GRANT

GRANT NUMBER (Disaster Number) DR-1663-AK

### MEMORANDUM OF AGREEMENT

The purpose of this memorandum of agreement between the Department of Military and Veterans' Affairs, Division of Homeland Security & Emergency Management (DHS&EM) and the Department of {name of department} is to clarify the duties and responsibilities between the State agencies as a condition of the undersigned Department receiving disaster assistance money for the damages caused by the {specific disaster}. DHS&EM and the undersigned Department of {name of dept.} agree as follows:

1. **Eligible Work.** To the best of the Department of {name of department} knowledge and belief, the disaster relief work described on each Federal Emergency Management Agency (FEMA) project worksheet for which federal and State disaster relief funds are 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 for change of funding or scope of work may result in a loss of funding for the entire project.**
2. **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.
3. **No Duplication of Assistance.** The disaster assistance will not duplicate assistance or benefits received for the same loss from another source including insurance.
4. **Regularly Appropriated Monies.** The Department of {name of department} certifies that any regularly appropriated monies will be exhausted before accepting and using disaster relief funds.
5. **Insurance.** The Department will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this grant for disaster assistance. Applicant is responsible for complying with all local, State, and Federal insurance requirements.
6. **Bond Requirements.** The Department (Applicant) will comply with the contractor bond requirements as specified in AS 36.25.010.
7. **Permitting.** Applicant is responsible for complying with all local, State, and Federal permitting requirements.
8. **Lands Easements, Rights-of-Way, and Permits.** The Department of {name of department} understands that it is responsible for paying for obtaining any lands, easements, and rights-of-way necessary for accomplishment of the approved work, and that these costs are not eligible expenses.
9. **Grant Administration.** The applicant agrees to follow grant administration and accounting procedures required by DHS&EM as set out in guidance and forms provided by DHS&EM. DHS&EM will provide technical advice to the Department concerning State and federal disaster grant requirements.
10. **Project Timelines and Progress Reports.** The Department of {name of department} will commence work on the project within a reasonable time after receiving notification from DHS&EM 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 submit all cost estimates to the DHS&EM within 90 days of the first substantive meeting with FEMA and the State (Kickoff Meeting.)
- B. 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.
- C. 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.
- D. 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.
- E. 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.

11. **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

12. **Retention and Access to Records.** The Department of {name of department} understands that DHS&EM and the federal Comptroller General, through any authorized representative, has access to and the right to examine all records, books, papers, or documents related to the grant. The Department will maintain all records related to the project for three years after the date the Federal Emergency Management Agency closes the disaster.

13. **Amendments.** Amendments to the provisions of this Memorandum of 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.**

Approved: \_\_\_\_\_

Department Name

Signature

Date

Approved: \_\_\_\_\_

Division of Homeland Security &  
Emergency Management

Signature

Date

**DISASTER PUBLIC ASSISTANCE GRANT**

\_\_\_\_\_  
Name of Applicant

GRANT NUMBER (DISASTER Number) DR-1663-AK

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. § § 5170b & 5173, the (Insert the Relevant Municipality, Etc.) 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 (Insert the Relevant Municipality, Etc.) as a result of response activities under Major Disaster Declaration FEMA – 1618 – DR, as more fully described in the FEMA-State Agreement for said disaster executed by the Governor of Alaska on (Insert Date FEMA-State Agreement was signed).

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: \_\_\_\_\_

## 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.

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