

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager

4 **ORDINANCE 23-58**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
7 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
8 APPROPRIATING A HAZARD MITIGATION GRANT PROGRAM
9 AWARD IN THE AMOUNT OF \$2,109,033 FROM THE ALASKA
10 DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
11 (DHS&EM) TO REPLACE THE CITY'S RAW WATER TRANSMISSION
12 MAINS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE
13 AND EXECUTE THE APPROPRIATE DOCUMENTS.
14

15 WHEREAS, The DHS&EM Hazard Mitigation Grant Program assists States and local
16 communities in implementing long-term hazard mitigation measures following a major
17 disaster; and
18

19 WHEREAS, Municipalities in the Kenai Peninsula Borough were eligible to apply for
20 Hazard Mitigation Grant Program funds after a federal disaster declaration was approved for
21 the November 30, 2018 earthquake in Alaska; and
22

23 WHEREAS, The City of Homer applied for funds to replace the City's 47-year old,
24 seismically vulnerable, cast iron raw water transmission mains with more resilient High
25 Density Polyethylene pipe designed to the specifications in Seismic Guidelines for Water
26 Pipelines (ALA, 2005); and
27

28 WHEREAS, The City is pleased to have been awarded \$2,109,033 from the DSH&EM
29 Hazard Mitigation Grant Program to support activities essential to replace the cast iron water
30 mains; and
31

32 WHEREAS, Protecting the City's critical water utility infrastructure from seismic damage
33 significantly mitigates the likelihood, severity, and duration of adverse life, health and public
34 safety consequences related to earthquake events.
35

36 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
37

38 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
39 accepting and appropriating the Hazard Mitigation Grant 4413-001 1R from the Alaska Division
40 of Homeland Security and Emergency Management in the amount of \$2,109,033 as follows:
41
42

	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
43			
44	215-0838	DHS&EM Hazard Mitigation Grant 4413-001 1R	\$2,109,033
45			


46 Section 2. The City Manager is authorized to negotiate and execute the appropriate
47 documents.

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49 Section 3. This is a budget amendment ordinance, is temporary in nature, and shall
50 not be codified.

51
52 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this 27th day of November, 2023.

53
54

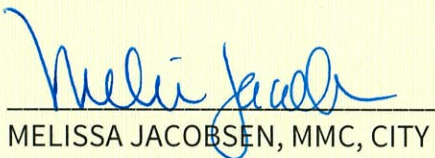
CITY OF HOMER



KEN CASTNER, MAYOR

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57

ATTEST:

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64

65 MELISSA JACOBSEN, MMC, CITY CLERK

66
67

YES: 6

68

NO: 0

69

ABSTAIN: 0

70

ABSENT: 0

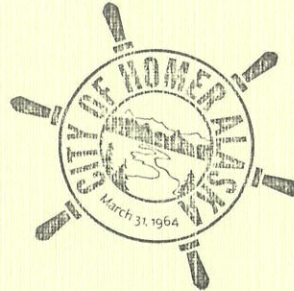
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72 Introduction: November 13, 2023

73 Public Hearing: November 27, 2023

74 Second Reading: November 27, 2023

75 Effective Date: November 28, 2023





MEMORANDUM

Ordinance 23-58 and 23-59 Amending the FY24 Capital Budget by Accepting and Appropriating Two Hazard Mitigation Grants from the Davison of Homeland Security & Emergency Management to Replace the City's Raw Water Transmission Mains and for Costs Associated with Management and Administering Grant 4413-001 1R. City Manager

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: November 6, 2023
From: Jenny Carroll, Special Projects & Communications Coordinator
Through: Rob Dumouchel, City Manager

I am pleased to report that the City has been awarded a Hazard Mitigation Grant Program (HMGP) grant from the Alaska Division of Homeland Security & Emergency Management in the amount of \$2,109,033.00 to replace the City's Raw Water Transmission Mains. Due in large part to disruptions at FEMA caused by COVID-19, this grant has been nearly four years in the making and we are very excited to finally get the implementation phase of this very important project underway.

This project replaces the two 47-year old cast iron raw water transmission mains (8,800 linear feet total) that transfer raw water from Bridge Creek Reservoir to the water treatment plant. These aging cast iron transmission mains are brittle, highly corrosive and as such highly susceptible to earthquake damage. Multiple repairs have already been made to these mains. The last two repairs were in response to earthquake damage. Major damage to the raw water transmission mains would make it impossible to serve the town with treated drinking water and would reduce the City's ability to provide adequate water pressure for fire protection.

Both mains will be replaced with High Density Polyethylene (HDPE) pipe, which is extremely durable and is less susceptible to damage by earthquakes or other natural disasters. One of the current water mains, at 8 inches, is under-sized to meet the maximum capacity of the Water Treatment Plant. The other main, a 10-inch line, is at capacity now. The plan is to replace both lines with larger 12-inch HDPE pipe. The larger-diameter pipes provide system redundancy and will be able to transport an adequate amount of raw water to the treatment plant for plant maximum daily flow both now and for future expansion of the treatment facility.

Design has been completed and is eligible for reimbursement under the HMGP.

Additionally, FEMA has made \$105,452 available to help offset costs related to managing and administering the Federal award to ensure that federal, state, or tribal requirements are met. These funds are granted under a separate obligating award document and are presented to Council for approval through a separate Ordinance.

Recommendation: Accept and appropriate Ordinances to (a) accept HMGP grant funds in the amount of \$2,109,033.00 for project implementation and (b) accept the HMGP Management Cost award.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans' Affairs**

Division of Homeland Security
and Emergency Management

P.O. Box 5750
JBER, AK 99505-0750
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

October 31, 2023

Rob Dumouchel, City Manager
Homer, City of
491 E. Pioneer Avenue
Homer, AK, 99603

RE: Obligating Award Document
4413- DR-0011R-AK, 2018 Earthquake
Homer, City of
Raw Water Transmission Line Replacement - Project

Mr. Dumouchel:

Enclosed is the Division Hazard Mitigation Grant Program (HMGP) Obligating Award Document (OAD) for the Homer Raw Water Transmission Line Replacement.

The total award amount for this project is \$2,109,033.00. You will find the terms of the grant and procedures in the HMGP OAD and the Division of Homeland Security and Emergency Management (DHS&EM) Subrecipient Handbook on our website: ready.alaska.gov.

A copy of the OAD is enclosed. Please return the award document to our office after signing the first and last page. To speed up the process, please email a signed copy to your state contact and the Division Representative below.

If you have any questions, please contact Garrett Brooks, your assigned Division Representative at (907) 428-7045 or by email at garrett.brooks@alaska.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "William A. Dennis".

William A. Dennis
Alternate Governor's Authorized Representative

Enclosure(s): (1) DHS&EM HMGP Obligating Award Document
(1) FEMA Award Package

Grant Terms and Conditions (continued from Section 9 of Award)

The total allocation of the 2018 Alaska Earthquake awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$ 28,671,045 under Federal Grant DR-4413-AK, CFDA# 97.039. The Homer, City of, hereby referred to as "Jurisdiction" has been awarded \$ 2,109,033, which shall be used to support activities essential to to replace 8800 linear feet of cast iron water lines with 12 inch-diameter seismically resilient HDPE pipes. The performance period of this grant award is October 10, 2023 through October 9, 2024. Project conditions must be completed by this date. The Jurisdiction cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHS&EM will execute de-obligation of the funds. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The Jurisdiction shall submit timely quarterly *HMGP Project Quarterly Report* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <https://ready.alaska.gov/Grants/HMGP>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Q1	October 1 – December 31	Report due January 20
Q2	January 1 – March 31	Report due April 20
Q3	April 1 – June 30	Report due July 20
Q4	July 1 – September 30	Report due October 20

HMGP Project Quarterly Report shall describe the status of the project, compare actual accomplishments to the objectives established for the reporting period in the project timeline, report reasons for deviation and justification for timeline adjustment requests, and must support the funds expended. Include any significant events or activities. Progress must be reported relative to the project timeline and milestones stated in the jurisdiction's application. The *Project Final Narrative Form* is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required *in addition* to the last quarterly report.

(C) Reimbursements: Submit on the *HMGP Request for Funds* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly report. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.).

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The Jurisdiction shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section J.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid, and contracts over \$100,000 require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** See Sub-grantee's Handbook
- **Construction:** Projects must comply with the Davis-Bacon Act. Contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character.
- **Final Payment:** The Jurisdiction has 60 days from the completion of the project to submit the supporting documentation to the DHS&EM Project Manager accompanied with the following completed forms:
 - HMGP Project Final Narrative Form
 - HMGP (Final) Quarterly Report Form
 - HMGP Statement of Documentation Form
 - HMGP (Final) Request for Funds Form

DHS&EM will conduct final inspections, and upon favorable review will make final payment. Final payment may also be conditioned upon a financial review, if determined necessary by DHS&EM. Adjustments to the final payment may be made following any audits conducted by the State of Alaska or the United States Inspector General. DHS&EM reserves the right to withhold disbursement of final payment to the Jurisdiction until the project has been completed and given final approval by DHS&EM.

- **Advance of Funds:** See Subrecipient Handbook.
- **Administrative Allowance:** The Jurisdiction is eligible to receive direct administrative monies upon completion and closure of the project to the extent authorized by federal law, and subject to project funding as specified in the project budget as

an approved line item. Administrative costs refer to the costs of requesting, obtaining, and administering the hazard mitigation grant program.

(D) Non-reimbursable Expenses:

- Contracts, single vendor response to a competitive bid, and procurements over \$100,000 not pre-approved by DHS&EM
- Sole source contracts and procurements not pre-approved by DHS&EM
- Supplanting
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission
- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, licensing fees, weapons systems and ammunition

(E) Property and Equipment Management: The Jurisdiction shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* can be requested from DHS&EM Project Manager and shall be submitted to DHS&EM annually each **January 20 with the HMGP Project Quarterly Report** during the performance period, and continued submission is required annually until final disposition of the equipment. The Jurisdiction shall, when practical, prominently display the following on any equipment purchased with award funds: ***Purchased with funds provided by the U.S. Department of Homeland Security.*** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the Jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with State laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32.

(F) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *44 CFR Part 13, and 2 CFR 200 Subpart D "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* Contractors that develop or draft specifications, requirements, Statements of Work (SOW), and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement, single vendor response to a competitive bid, and all purchases in excess of \$100,000.00 require pre-approval of DHS&EM.**

(G) Contracts: Any contract entered into during this grant period shall comply with local, State and federal government contracting regulations. To the extent that recipients of a grant use contractors, the subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, State and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Jurisdiction is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

(H) Publications: Publications created with funding under this grant shall prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(I) Audit Requirements: As the federal grant recipient, the State of Alaska requires a subrecipient expending \$750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with *2 CFR 200 Subpart E*. The Jurisdiction will permit the State of Alaska project officials, program officials and auditors to have access to the subrecipient and third-party contractor's records and financial statements as necessary for the State of Alaska to comply with *2 CFR Part 200 Subpart F Audit Requirements*. Copies of audit findings must be submitted to DHS&EM within 30 days after the Jurisdiction receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with *2 AAC 45.010*. Include the Federal agency name, program, grant number, and year; the Catalog of Federal Domestic Assistance (CFDA) title and number; and the name of the pass-through agency.

(J) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(K) Performance Measures: *HMGP Project Quarterly Report* shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(L) Sub-recipient Monitoring Policy: Monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to monitor, review and conduct analysis of the Jurisdiction's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The **Monitoring Policy is available at** <https://ready.alaska.gov/Grants/HMGP>.

(M) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the Jurisdiction of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The Jurisdiction must respond within five days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Section 11
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards
- g. The Applicant must complete all work associated with the project. If the work is not completed, the applicant will be required to return all State and Federal funding.

(N) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days' notice to Jurisdiction stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse Jurisdiction only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(O) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

Grant Requirements, Assurances and Agreements (continued from Section 10 of the Award)

(A) The performance period for this grant award is October 10, 2023 through October 9, 2024. 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 Jurisdiction shall comply with the requirements and restrictions of the Hazard Mitigation Grant Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the Jurisdiction certifies it has read, understood, and accepted these documents as binding.

(C) The signature of the signatory officials on this award attests to the Jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; 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 the requirements under 2 CFR 25.110, to maintain and keep the Jurisdiction information current within the System of Award Management (SAM). Also the Jurisdiction is requirement to be non-delinquent to the Federal government as required in 2 CFR 180.

(F) 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. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (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, subrecipients 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.

(G) The Jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

(H) The Jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration and Naturalization Service Employment Eligibility.

(I) It is the responsibility of the Jurisdiction as the subrecipient of these federal and state funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
3. Audit Requirements
2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - A. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - B. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - C. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 2. Subrecipients 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. Subrecipients 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 subrecipients failure to comply with Single Audit requirement.
 6. Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with 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.
 - A. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. 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.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 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.
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/basis/aac.asp#2.12>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/>

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

Project Manager’s Signature

Chief Financial Officer’s Signature

Signatory Official



MEMORANDUM

Ordinance 23-58 and 23-59 Amending the FY24 Capital Budget by Accepting and Appropriating Two Hazard Mitigation Grants from the Division of Homeland Security & Emergency Management to Replace the City's Raw Water Transmission Mains and for Costs Associated with Management and Administering Grant 4413-001 1R. City Manager

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: November 6, 2023
From: Jenny Carroll, Special Projects & Communications Coordinator
Through: Rob Dumouchel, City Manager

I am pleased to report that the City has been awarded a Hazard Mitigation Grant Program (HMGP) grant from the Alaska Division of Homeland Security & Emergency Management in the amount of \$2,109,033.00 to replace the City's Raw Water Transmission Mains. Due in large part to disruptions at FEMA caused by COVID-19, this grant has been nearly four years in the making and we are very excited to finally get the implementation phase of this very important project underway.

This project replaces the two 47-year old cast iron raw water transmission mains (8,800 linear feet total) that transfer raw water from Bridge Creek Reservoir to the water treatment plant. These aging cast iron transmission mains are brittle, highly corrosive and as such highly susceptible to earthquake damage. Multiple repairs have already been made to these mains. The last two repairs were in response to earthquake damage. Major damage to the raw water transmission mains would make it impossible to serve the town with treated drinking water and would reduce the City's ability to provide adequate water pressure for fire protection.

Both mains will be replaced with High Density Polyethylene (HDPE) pipe, which is extremely durable and is less susceptible to damage by earthquakes or other natural disasters. One of the current water mains, at 8 inches, is under-sized to meet the maximum capacity of the Water Treatment Plant. The other main, a 10-inch line, is at capacity now. The plan is to replace both lines with larger 12-inch HDPE pipe. The larger-diameter pipes provide system redundancy and will be able to transport an adequate amount of raw water to the treatment plant for plant maximum daily flow both now and for future expansion of the treatment facility.

Design has been completed and is eligible for reimbursement under the HMGP.

Additionally, FEMA has made \$105,452 available to help offset costs related to managing and administering the Federal award to ensure that federal, state, or tribal requirements are met. These funds are granted under a separate obligating award document and are presented to Council for approval through a separate Ordinance.

Recommendation: Accept and appropriate Ordinances to (a) accept HMGP grant funds in the amount of \$2,109,033.00 for project implementation and (b) accept the HMGP Management Cost award.